



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AE 211804

THIS AGREEMENT is made this the **16th** day of January, Two Thousand Twenty One (2021) of the Christian era,

BY AND BETWEEN

1) **LUCKY STAR HOTELS PRIVATE LIMITED, PAN - AABCL0135B**, a Private Limited Company incorporated under Companies Act 1956, having its Corporate Office at Merlin Chambers, Unit No. 211, 18, British Indian Street, P.S. - New Market, P.O. - Esplanade, Kolkata - 700 069, represented herein by its Director, **SRI SANDEEP SEHGAL, PAN - ALQPS9199B**, son of Sri Prem Sehgal, by faith - Hindu, by occupation - Business, residing at Sukh Sadan Building, Flat No. 1D, 52B, Shakespeare Sarani, P.S. - Beniapukur, P.O. - Beckbagan, Kolkata - 700 017,



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2) **ANAMIKA INVESTMENT PRIVATE LIMITED**, PAN - AACCA4335R, a Private Limited Company incorporated under Companies Act 1956, having its Corporate Office at 106/1A, S. N. Banerjee Road, 2nd Floor, P.S. - Taltala, P.O. - Entally, Kolkata - 700 013, represented herein by its Director, **SRI SANDEEP SEHGAL**, PAN - ALQPS9199B, son of Sri Prem Sehgal, by faith - Hindu, by occupation - Business, residing at Sukh Sadan Building, Flat No. 1D, 52B, Shakespeare Sarani, P.S. - Beniapukur, P.O. - Beckbagan, Kolkata - 700 017, 3) **SEHGAL COMPUTERS PRIVATE LIMITED**, PAN - AADCS4784P, a Private Limited Company incorporated under Companies Act 1956, having its Corporate Office at 106/1A, S. N. Banerjee Road, 2nd Floor, P.S. - Taltala, P.O. - Entally, Kolkata - 700 013, represented herein by its Director, **SRI SANDEEP SEHGAL**, PAN - ALQPS9199B, son of Sri Prem Sehgal, by faith - Hindu, by occupation - Business, residing at Sukh Sadan Building, Flat No. 1D, 52B, Shakespeare Sarani, P.S. - Beniapukur, P.O. - Beckbagan, Kolkata - 700 017, 4) **SAGAR LIQUORS PRIVATE LIMITED**, PAN - AAJCS7028J, a Private Limited Company incorporated under Companies Act 1956, having its Corporate Office at Merlin Chambers, Unit No. 211, 18, British Indian Street, P.S. - New Market, P.O. - Esplanade, Kolkata - 700 069, represented herein by its Director, **SRI SANDEEP KUMAR SINGH**, PAN - BEFPS9471H, son of Sri Nand Lal Singh by faith - Hindu, by occupation - Business, residing at Zamania, Ghazipur, P.S. - Zamania, P.O. - Zamania, Uttar Pradesh - 232 331, 5) **GREEN LAND NIRMAN PRIVATE LIMITED**, PAN - AADCG3324P, a Private Limited Company incorporated under Companies Act 1956.



having its Corporate Office at Merlin Chambers, Unit No. 211, 18, British Indian Street, P.S. - New Market, P.O. - Esplanade, Kolkata - 700 069, represented herein by its Director, **SRI MANOJ KUMAR SINGH**, PAN - **CTKPS3356L**, son of Sri. Jang Bahadur Singh, by faith - Hindu, by occupation - Business, residing at H.No. 33, Ghuska Tehsil- Zamaina P.O. Zamania, P.S. Zamania, Gazipur - 232 329, Uttar Pradesh, and

6) MINDPOWER PROJECTS PRIVATE LIMITED, PAN - **AAHCM4649M** a Private Limited Company incorporated under Companies Act 1956, having its Corporate Office at 106/1A, S. N. Banerjee Road, 2nd Floor, P.S. - Taltala, P.O. - Entally, Kolkata - 700 013, represented herein by its Director, **SRI PREM SEHGAL**, PAN - **AGLPP2458A**, son of Late Tek Chand Sehgal, by faith - Hindu, by occupation - Business, residing at Sukh Sadan Building, Flat No. 1D, 52B, Shakespeare Sarani, P.S. - Beniapukur, P.O. - Beckbagan, Kolkata - 700 017, hereinafter collectively referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include each of their respective heirs, executors, legal representative heirs, executors, administrators, legal representative and assigns.) of the **ONE PART.**

A N D

JMC REALTY SOLUTIONS, PAN - **AAJFJ8377Q** , a Partnership Company having its registered office at 24, Janak Road, P.S. - Tollygunge, P.O. - Sarat Bose Road, Kolkata - 700 029, represented herein by its Partner, **SRI JOYDEEP MAJUMDER**, PAN - **AEWPM7393E**, son of Late Manik Majumder, residing at 42/217, New Ballygunge Road, P.S. - Kasba, P.O. -



Bediadanga, Kolkata – 700 039, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and included its successors-in-office and assign) of the **OTHER PART.**

WHEREAS the Owners intended to develop the said landed property on joint venture basis in equal ratio 50:50 of the total area sanctioned as a Residential Building with the entire Ground Floor and First Floor as Commercial except for the service areas for the Basement Car Park, approached the Developer herein and the Developer having wide experience in the Business of Construction and Development of Real Estate also agreed to undertake the construction work at the said premises on joint venture basis subject to the terms, conditions, stipulations and obligations contained hereunder:-

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

ARTICLE: "I"

(DEFINITION AND INTERPRETATIONS)

Unless these presents there is something in the subject or context inconsistent therewith:-

1.1 ARCHITECT

Shall mean and include such person or firm who may be appointed as Architect/s of the New Building exclusively by the Developer.



1.2 NEW BUILDING

Shall mean the proposed Residential Building with the entire Ground and First Floor as Commercial except for the service areas of the Building and for the Basement Car Park and the proposed Residential Building as will be sanctioned to be constructed by the Developer at the said Premises in accordance with the Plan or Plans to be sanctioned by the Bidhan Nagar Municipal Corporation and other appropriate Authority or Authorities for construction on the said premises.

1.3 OWNERS

Shall mean and include each of their respective executors, legal representatives, administrators and assigns of the Owners No. 1 to 6.

1.4 DEVELOPER

Shall mean and include the said M/s JMC Realty Solutions and its assigns, successor/s-in-interest and Legal representatives. It is the responsibility of the Developer to construct and finish the entire construction as per the Sanction Plan given by the Sanction Authority within the stipulated time period. The cost of construction includes sanction fees, site development till the date of completion & obtaining the Completion Certificate/CC.

1.5 COMMON FACILITIES/PORTIONS

Shall include paths, passages, staircase, lift, swimming pool and other spaces and facilities whatsoever expressly specified by the Developer upon completion of the Building.

1.6 CONSTRUCTED SPACE

Shall mean the space in the Building available to independent use and occupation including the space demarcated for common facilities and services as per sanctioned plan.

1.7 PREMISES

Shall mean the Premises at Salt Lake, Sector V, Kolkata, West Bengal, within the limits of the Bidhan Nagar Municipal Corporation, under Ward No. 05, District:



North 24 Parganas containing an area of **37** (Thirty Seven) Cottahs **03** (Three) Chittaks and **03** (Three) Square Feet more fully and particularly described in the **SEVENTH SCHEDULE** hereunder written.

1.8 PLAN

Shall mean the **MAP** or **PLAN** to be submitted before the Bidhan Nagar Municipal Corporation for Construction of the said new building at the said premises with such other variation or modification and/or alteration as may be mutually agreed upon between the parties and duly Sanctioned by the Authorities concerned and shall also include all designed and drawings to be prepared by the Developer.

1.9 SUPER BUILT-UP AREA

Shall mean the covered area of the specific units, as described above plus proportionate share of all the common and service areas. That the area of the specific units bears percentage to the total area of all the units. However, to eliminate all possible disputes in the calculation of super built-up area, the Architect's Certificate of the covered area of each floor shall be final and binding upon the Purchaser's and the covered area will be 75% of the super built-up area. The super built-up area shall be the only area considered for calculation of unit value. The Car Parking Spaces and a pro-rata area for the common share in the roof shall be separate and in addition to the super built-up area.

1.10 OWNERS' AND DEVELOPER'S ALLOCATION on the Building to be constructed in the following manners:-

- a. By the instant Joint Venture Agreement allocation on building is done in equal ratio between the Owner and the Developer, i.e. 50:50 of the total area sanctioned as a Residential Building with the entire Ground and First Floor as Commercial except for the service areas and the Basement Car Park plus the proposed Residential Floors. The new Residential Plan shall be sanctioned at the cost of the Developer with Credit of the previous sanction fees being deducted by the Developer as paid to the Sanctioning Authority.



- b. The existing Sanction for a Commercial Building will be altered keeping the structural parameters as existing in the construction already executed by the Owner/s. However the fitness and safety of the Construction has to be certified by the Structural Engineer of the Project and the Owner shall remain liable for all works done and extended prior to the date of this Agreement.
- c. The cost of the construction of the basement and the foundation of the building as per foundation designed by the site engineer has been estimated by the both parties i.e. Developer & Owner and the developer accepts and acknowledges the amount which has been exclusively incurred and borne by the owner prior to execution of the instant agreement. That it is also stipulated that a separate agreement in this regard dated 20.04.2018 is also executed specifying the mode and the manner, for making payment of the cost incurred by the owner, prior to execution of the agreement and the developer undertakes to square off/pay the entire expenses, which the owner has already incurred towards construction of basement in the said property.
- d. The Owners will issue a Registered Power of Attorney in favour of any one of the Partners of the Developer firm for the purposes of Re-sanctioning the Project, signing all legal statutory, municipal applications and execution of such functions as are needed to successfully complete the Project as envisaged mutually. The said Power of Attorney will also empower the Developer to negotiate, sell, collect payment and enter into necessary Commercial transactions to financially gain from the Sale/Charge of all saleable areas and the proceeds thus received will be shared equally between the Owners and the Developer. However, no sale of any area can be made at less than Rs. 6000/- Sq. Ft. for which no permission of the Owners is required. Any sale less than Rs. 6000/- Sq. Ft. will not be made, however, incase any sale would be necessary for less than Rs. 6,000/- Sq. Ft., the same can be made only upon mutually being agreed upon in writing.
- e. The receipts from each shares portion/allotment shall be governed by the applicable Tax Laws on the date of each transaction and as per the Instructions of the Escrow Account.



f. The definition of Super Built-up Area shall be treated as the financial saleable area for all transactions and shall be defined as measured Built-up (measured area of each unit with walls of the unit) being 75% of the Super Built-up Area.

g. Now, the Parties in addition to the said Joint Venture Agreement do hereby appoint constitute and confer the Development Power of Attorney in favour of Joydeep Majumder.

1.11 OWNERS' INDEMNITY IN RESPECT OF THE CONSTRUCTED BASEMENT

That the Owners have already constructed the basement in the schedule mentioned properly and the entire construction in the building is required to be made by the developer, in accordance with the plan to be issued by the competent authority. That the developer is kept indemnified by the owners for all constructions already made in the basement of the building. It is hereby provided that the Developer is responsible and exclusively liable for making all constructions likely to be made at the schedule mentioned property and the developer for all construction and/or development, except basement, keeps the owners indemnified as for all construction and development in the schedule mentioned property the developer shall exclusively be responsible and the developer keeps the owners indemnified for all purposes for all such development and constructions to be undertaken and/or made at the property.

1.12 INGRESS, EGRESS AND TITLE OF THE SAID PROPERTY

That the Owners herein and hereby undertake that the Developer shall be entitled to be indemnified for any issue arising from the ingress and egress to the scheduled property or any issue and/or dispute arising out of Title of the scheduled property.

1.13 SELLING PROCEDURE

That there will be no demarcation of the Owners' allotment or the Developer's share. The parties will open an Escrow Account jointly with a Nationalized or Private Bank, as per their choice and all the revenue earned by selling the Flats will be deposited in that Escrow Account, which shall be divided at an equal ratio of



50-50 between the Owners and the Developer. The Owners will not interfere in the selling procedure of the Flats provided the Developer will not sell any flat at the less price than Rs. 6000/- per Sq. Ft. Any tax liability incurred by the sale of units, as also all the Selling Costs and Marketing Costs will be shared equally between the Owners and Developer.

The Owners will have no right over the money received by the Developer as Extra Development Charges (EDC) including but not limited to Legal Charge/Documentation Fees, Generator Back Up, Transformer Charges, Municipality Charges, Advanced Maintenance Charges, Formation of Society, Club Membership Fees, extra amenities and etc.

1.14 TIME

That the developer shall complete the entire construction and development within 48(Forty Eight) Months from the date of sanction of the sanction plan, revised sanctioned plan and regular sanction plan etc to be made by the competent authority. That the developer agree to have obtain plan, sanction plan, revised sanctioned plan within 3 months from the date of execution of the agreement. That time will be responsible for delay in construction and completion of the project and would be liable to reimburse for all such delay in execution and completion of work. In case if any damages and penalty owing to delay on the part of developer.

1.15 FORCE MAJEURE

Shall mean and include the circumstances beyond the control of the Developer such as fire, explosion, earthquake, lightning, accumulation of rain water or any unforeseen weather conditions, riots, civil disturbances, insurgency, enemy actions, war declared or undeclared, temporary or permanent interruption in the supply of utilities serving the project in connection with the work.

1.16 LAWS

Shall mean any law, status, ordinance, code, rule or regulation or any requirement, license, permit, certificate, judgment, decree, order or direction of any Government



or Semi-Government Authority, agency, department, board, panel or Court under any law. The Jurisdiction of Calcutta High Court shall be applicable.

1.17 NOTICE

Shall mean and include all notices to be served hereunder by either of the Parties to the other shall be deemed to have been served on the 7th day of the date of the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the Parties hereto.

1.18 TRANSFER

With the grammatical variation shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in said building to the Purchaser or purchasers thereof and will include the meaning of the said terms and defined in the Transfer of property Act and the Owners either all together or through their Constituted Attorney i.e. the Developer shall execute transfer of the Developer's share through Deed of Conveyance/s and registered in favour of the Developer and/or its nominee or nominees.

1.19 ARBITRATION

In the event of any dispute and difference between the parties touching or arising out of or concerning this agreement the parties shall put their efforts to resolve the same amicably and if even then the disputes and/or differences are not settled and/or resolved, the same shall be referred to arbitration of a Sole Arbitrator mutually appointed by the parties hereto, failing which the same shall be referred to arbitration of a Sole Arbitrator appointed by the Court of Law and the arbitration proceeding shall be guided by the provisions of the Arbitration and Conciliation Act, 1996, or any amendment made thereto. The arbitrator so appointed shall pass his decision/award in the matter as expeditiously as possible and such decision/award shall be final and binding upon the parties.

The venue of Arbitration shall be Kolkata Only.



1.20 JURISDICTION

Only the Courts having territorial jurisdiction over the said Plot or the Hon'ble High Court at Calcutta shall have jurisdiction to entertain try and determine all actions and proceedings between the Parties hereto relating to or arising out of or under these presents or connected therewith.

ARTICLE: "II"**(REPRESENTATION AND WARRANTIES)**

2. At or before the execution of this Agreement the Owners have assured and represented to the Developer as follow which has been relied upon fully by the Developer.
- 2.1 The Owners are seized and possessed of or otherwise well and sufficiently entitled to the said premises as the absolute Owners with a marketable title in respect thereof. Mutations in favour of the Present Owners have been granted by the Corporation on 27.02.2009 & 19.12.2012 respectively.
- 2.2 The Owners declare and solemnly assure that the said premises is free from all encumbrances, charges, liens, lispensens, attachments, trusts, mortgages, tenancies whatsoever.
- 2.3 There is at present no claim, action, litigation, arbitration or other proceeding pending against the Owners and relating to the said Premises or any part thereof or the transactions contemplated hereby and there is at present no claim, governmental investigation or threatened litigation or arbitration proceedings to which the Owners are partly related to the said premises or any part thereof and the Owners shall give immediate notice of any such claim, litigation, proceeding and/or investigation which becomes known to them after exestuation hereof.
- 2.4 There are no leases, licenses or other agreement permitting not have the Owners entered into any course of conduct that would permit any person or entity to occupy any portion of the said premises or otherwise affecting the said premises or any part thereof.



- 2.5 The freehold interest and/or ownership interest of the Owners in the said premises as on date does not stand mortgaged or encumbered or agreed to be mortgaged by the Owners by way of security or additional security and/or otherwise in favour of any Bank, Financial Institution or any person, firm, company or Government Undertaking or anybody else whomsoever to secure repayment of any loan taken or to be taken by the Owners for any purpose whatsoever or howsoever and that the original deeds are in the custody and possession of the Owners.
- 2.6 All Municipal rates, taxes along with the cost of Mutation, Conversion and Re-Sanction of the previous plans and outgoings payable in respect of regularization of the said premises up to the date of execution of these presents will be duly paid and discharged by the Owners and in respect of any outstanding rates, taxes, and outgoings, the Owners shall keep the Developer indemnified against all actions, suits, proceedings and costs, charges and expenses in respect of the said premises up to the date of execution of these presents. Any and all above stated payments and outstanding up to the date of these presents, if paid by the Developer shall be adjusted from amount payable to the Owner as per point no. 1.10d. herein above.
- 2.7 The Owners themselves are in vacant peaceful and khas possession of the entirety of the said premises and there are no Tenants and/or Occupiers at the said premises.
- 2.8 The owners do not hold any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation Act, 1976).

ARTICLE: "III"

(PERMISSION TO CONSTRUCT)

- 3.1 That in pursuance of the said Agreement and subject to the mutual obligation as are hereinafter stated between the parties hereto, the Owners hereby appoint the said M/S JMC Realty Solutions as the exclusive Developer for the



purpose of undertaking the development of the said premises through this Development Agreement.

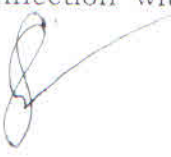
ARTICLE: 'IV'

(ARCHITECT ENGINEERS AND ETC.)

- 4.1 For the purpose of development of the said premises, the Developer will appoint an Architect for the said Building upto date and thereafter and the certificate given by the Architect regarding the materials used for the said Building and the certificate given by the Architect regarding the materials used for the purpose of construction erection and completion of the new Building and also Specification for the purpose of construction and/or workmanship and completion of the Building shall be final conclusive and binding on the Parties.
- 4.2 The decision of the Architect regarding the measurement of area and the calculation of Super Built Area thereof quality of the materials and also the Specification for the purpose of construction will be final, conclusive and binding on all Parties.

ARTICLE: "V"

(INDEMNITY)

- 5.1 The Owners shall solely be responsible for due discharge of any liability occurring due to any act of omission and/or commission on the part of the Owners and the Owners shall always keep the Developer indemnified against all acts, suits, proceedings, damages, losses which may occur or take place because of any act, deed, matter or thing concerning the title of the said premises.
 - 5.2 The Owners shall indemnify the Developer and hold the Developer harmless from all or any of the liabilities that the Developer may incur and/or sustain by reason of or in connection with any misrepresentation made by or on
- 

behalf of the Owners contained in any document or other instrument furnished or to be furnished by the Owners or at their request hereunder, any breach of the Owners' warranties of the failure of the Owners to fulfill any of their covenants under this Agreement. This indemnity shall survive the completion of the entire development including transfer of the units in favour of the prospective Buyers of the Developer's Allocation.

- 5.3 The Developer shall be fully responsible for any deviation or unauthorized construction or accident or mishap while making any construction after the resanction and in no event the owners shall be responsible and/or shall incur any liability in respect of further construction. The developer shall indemnify and keep indemnified the owners against all loses, liabilities, costs or claims, action or proceedings thus arising.
- 5.4 The Owners will not be liable to pay any tax in respect of the Developer's allocation to the Bidhan Nagar Municipal Corporation and likewise the Developer will not be liable to pay any Municipal taxes in respect of the Owners' allocation after the Completion Certificate of the project is received.
- 5.5 That the proportionate share of maintenance charges of the new building will be borne by all the Flat/Unit owners.
- 5.6 The owners do hereby as and by way of negative covenants undertake to the Developer:-
 - a) Not to enter into any Agreement for Sale, lease, development, mortgage or otherwise create any Third Party interest in the said premises or any part thereof without the consent in writing of the Developer and vice versa.
 - b) The Developer will not be allowed to bring in any new Partner/ Financer for this Project without the consent of the of owner.

ARTICLE: "VI"**(BREACH AND CONSEQUENCES)**

- 6.1 In the event of either Party to this Agreement committing breach of any of their obligations under this Agreement, the aggrieved Party shall be entitled to specific performances and also to recover damages, compensation to make good the loss sustained by the aggrieved Party on account of such breach from the party committing the breach.
- 6.2 It has been mutually agreed upon between both the parties that to enter, sign and execute the 'Agreement for Sale' and 'Deed of Conveyance' in respect of the Owner's & Developer's allocation in the building to be constructed on the said property that the signatures of the Power of Attorney (POA) holder and one appointed representative from Owner's side will be required for the execution of the Agreement.

ARTICLE: "VII"**(JURISDICTION)**

Courts of Kolkata and District at Alipore alone shall have jurisdiction to entertain and try allocations, arbitrations proceedings, suits and proceedings arising out of this Agreement.

FIRST SCHEDULE ABOVE REFERRED TO**(DESCRIPTION OF THE PROPERTY OF LUCKY STAR HOTELS PRIVATE LIMITED)**

ALL THAT piece and parcel of Danga land measuring about 6 Cottahs and 8 chittacks be the same a little more or less comprised in portion of R.S. Dag No.4431, R.S. Khatian No.115, J.L. No 17 Ward No.14, within police Station Bidhan Nagar (East), Sub-Registry office- Bidhannagar, Mouza-Krishnapur, District - North 24 Parganas being plot 'A' together with the right of common passage.



SECOND SCHEDULE ABOVE REFERRED TO

DESCRIPTION OF THE PROPERTY OF SEHGAL COMPUTERS PRIVATE LIMITED)

ALL THAT piece and parcel of Danga land measuring about 7 Cottahs be the same a little more or less comprised in portion of R.S. Dag No.4431, R.S. Khatian No.115, J.L. No 17 Ward No.14, within police Station : Bidhan Nagar (East), Sub-Registry office- Bidhannagar, Mouza-Krishnapur, District - North 24 Parganas being plot 'B' together with the right of common passage.

THIRD SCHEDULE ABOVE REFERRED TO

DESCRIPTION OF THE PROPERTY OF ANAMIKA INVESTMENT PRIVATE LIMITED)

ALL THAT piece and parcel of Danga land measuring about 7 Cottahs be the same a little more or less comprised in portion of R.S. Dag No.4431, R.S. Khatian No.115, J.L. No 17 Ward No.14, within police Station : Bidhan Nagar (East), Sub-Registry office- Bidhannagar, Mouza-Krishnapur, District - North 24 Parganas being plots 'A1' and 'B1' together with the right of common passage.

FORTH SCHEDULE ABOVE REFERRED TO

DESCRIPTION OF THE PROPERTY OF GREEN LAND NIRMAN PRIVATE LIMITED)

ALL THAT piece and parcel of Danga land measuring about 7 Cottahs be the same a little more or less comprised in portion of R.S. Dag No.4431, R.S. Khatian No.115, J.L. No 17 Ward No.14, within police Station : Bidhan Nagar (East), Sub-Registry office- Bidhannagar, Mouza-Krishnapur, District - North 24 Parganas together being plot 'C1' and 'B2' with the right of common passage.



FIFTH SCHEDULE ABOVE REFERRED TO

DESCRIPTION OF THE PROPERTY OF SAGAR LIQUORS PRIVATE LIMITED)

ALL THAT piece and parcel of Danga land measuring about 7 Cottahs be the same a little more or less comprised in portion of R.S. Dag No.4431, R.S. Khatian No.115, J.L. No 17 Ward No.14, within police Station : Bidhan Nagar (East). Sub-Registry office- Bidhannagar, Mouza-Krishnapur, District - North 24 Parganas together being plot 'C' with the right of common passage.

SIXTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE PROPERTY OF MINDPOWER PROJECTS PRIVATE LIMITED)

ALL THAT piece and parcel of land measuring about 3 Cottahs 5 chittacks be the same a little more or less comprised in portion of R.S. Dag No.4431, R.S. Khatian No.115, J.L. No 17 Ward No.14, within police Station: Rajarhat, Additional District Sub-Registry office- Cossipore, Dum Dum, Mouza-Krishnapur, Bidhan Nagar Municipality District - North 24 Parganas.

SEVENTH SCHEDULE ABOVE REFERRED TO

SCHEDULE "A"

(ENTIRE PROPERTY)

ALL THAT the piece and parcel of total amalgamated land measuring an area of total **37** (Thirty Seven) Cottahs **03** (Three) Chittaks and **03** (Three) Square Feet the same a little more or less **TOGETHER WITH** temporary structure having cemented floor, covered with tin shed roof respectively lying and situated under Mouza - Krishnapur, J.L.No. 17, R.S. Khatian No. 115, Touzi No. 228/229, comprised in R.S. Dag No. 4431 under L.R.Khatian No. 1156 to 1160 modified, within the jurisdiction of Salt Lake East Police Station within the land Limits of Bidhannagar Municipality, in the District of North 24 Parganas **AND** in Dag No. 6281 (now 4431) Khatian No. 932, R.S. Khatian No. 115, J.L. No. 17, Ward No. 028, Mouza - Krishnapur, police Station - Rajarhat, A.D.S.R. - Bidhan Nagar under Bidhan Nagar Municipality in the District of 24 Parganas (North) (more fully and particularly described in the plans attached herewith). which is butted and bounded by :

ON THE NORTH : 17 Feet wide Nayapatti Road.

ON THE SOUTH : 92 Feet wide Nayapatti Road.

ON THE EAST : 14 Feet wide Nayapatti Road.

ON THE WEST : 20 Feet wide Nayapatti Road.



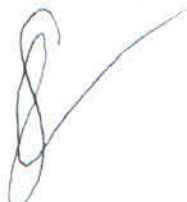
SCHEDULE "B"

(Description of Owner's & Developer's Allocation)

That there will be no demarcation of the Owners' allotment or the Developer's allotment. The parties will open an Escrow Account jointly with a Nationalized or Private Bank, as per their choice and all the revenue earned by selling the Flats will be deposited in that Escrow Account, which shall be divided at an equal ratio of 50:50 between the Owners and the Developer. The Owners will not interfere in the selling procedure of the Flats provided the Developer will not sell any flat at the less price than Rs. 6000/- per Sq. Ft. Any tax liability incurred by the sale of units will be shared equally by the Owners and Developer.

THE EIGHTH SCHEDULE AS REFERRED TO ABOVE**(SPECIFICATIONS)****Superstructure:**

- **Floor of Rooms:**
Vitrified Tiles (Standard reputed Make), Size 2'x2'
- **Floor of Kitchen/ Toilets :**
Vitrified Tiles (Make- Same as above)
- **Floor of Living / Dining:**
Vitrified Tiles(Make- Same as above)
- **Floor of Toilets:**
Vitrified Tiles (Make- Same as above) size 1x1
- **Toilet Walls:**
Tiles up to 7' (Make- Same as above) 8"x8"
- **Painting & Finishing:**
Internal face of the walls - Plaster of Paris finish.
Exterior walls- cement paints of reputed make.
Boundary walls- As above
- **Door:**
32 mm - Hot Press factory made phenol bonded compressed ply .
Doorframe - Good quality wood SAL/Camphor



Window:

Aluminum Window with plain grill

Electrical Fittings:

Copper wire -Finolex/Havels or equivalent quality. Switches - Anchor brand or equivalent.

Electrical wiring : concealed type

Sanitary Fittings in toilets:

White Colour

Neycer/Cera/Parry/ Bibcock, Piller cock etc. of Jaguar.

GI /PVC - hot & cold in all toilets.

Stair Case:

Fully marbled tiles/ hand rail with grills and PVC handle.

Ground floor:

Citu crazy mosaic/Tiles.

Lobby:

Vitrified tiles/ marble finish.

Roof Treatment:

Roof tile with suitable water proofing treatment.

Water Supply:

Municipal water supply will be provided, as per KMC laws (along wall)

Pumps & Motors:

Pumps and motors of adequate capacity and reputed make with connection with overhead and underground reservoir.

Main gates of New Building:

MS flat/sheet/square bars

Lift & Machinery:

Reputed make .

Overhead reservoir:

PVC / RCC

Underground reservoir:

Concrete and plastered with chemical treatment.

Generator:


WITNESS WHEREOF the parties hereunto have set and subscribed their respective hands and seals on this day, month and year first above written:

SIGNED SEALED & DELIVERED in presence

WITNESSES:

1. *Deepankar Dhar,*
24 Janak Road,
Kolkata - 29
2. *Ranjit Kumar.*

Deepankar Dhar
Deepankar Computers Pvt

Deepankar Dhar
LUCKY STAR HOTELS PVT. LTD

Deepankar Dhar
Director
SAGAR LIQUORS PVE. LTD

Sanjeev Kumar Singh
Director
GREENLAND NIRMAL PVT. LTD

Manoj Kumar Singh
MIND POWER PROJECTS PVT. LTD
DIRECTOR

Deepankar Dhar
Director

SIGNATURE OF THE OWNERS

J. M. C. REALTY SOLUTIONS

Ranjit Kumar
Partner

SIGNATURE OF THE DEVELOPER

Drafted by me and prepared at my office

Swapna Ray

Advocate

Alipore Judges' Court Kol-27

Enrollment No- F-1659/1678 of 2001.

Now, the Parties in addition to the said Joint Venture Agreement do hereby appoint constitute and confer the Development Power of Attorney as Under :-

(DEVELOPMENT POWER OF ATTORNEY)

KNOW ALL MEN BY THESE PRESENTS We, 1) **LUCKY STAR HOTELS PRIVATE LIMITED, PAN - AABCL0135B**, a Private Limited Company incorporated under Companies Act 1956, having its Corporate Office at Merlin Chambers, Unit No. 211, 18, British Indian Street, P.S. - New Market, P.O. - Esplanade, Kolkata - 700 069, represented herein by its Director, **SRI SANDEEP SEHGAL, PAN - ALQPS9199B**, son of Sri Prem Sehgal, by faith - Hindu, by occupation - Business, residing at Sukh Sadan Building, Flat No. 1D, 52B, Shakespeare Sarani, P.S. - Beniapur, P.O. - Beckbagan, Kolkata - 700 017, 2) **ANAMIKA INVESTMENT PRIVATE LIMITED, PAN - AACCA4335R**, a Private Limited Company incorporated under Companies Act 1956, having its Corporate Office at 106/1A, S. N. Banerjee Road, 2nd Floor, P.S. - Taltala, P.O. - Entally, Kolkata - 700 013, represented herein by its Director, **SRI SANDEEP SEHGAL, PAN - ALQPS9199B**, son of Sri Prem Sehgal, by faith - Hindu, by occupation - Business, residing at Sukh Sadan Building, Flat No. 1D, 52B, Shakespeare Sarani, P.S. - Beniapur, P.O. - Beckbagan, Kolkata - 700 017, 3) **SEHGAL COMPUTERS PRIVATE LIMITED, PAN - AADCS4784P**, a Private Limited Company incorporated under Companies Act



having its Corporate Office at 106/1A, S. N. Banerjee Road, 2nd Floor, P.S. - Taltala, P.O. - Entally, Kolkata - 700 013, represented herein by its Director, **SRI SANDEEP SEHGAL, PAN - ALQPS9199B**, son of Sri Prem Sehgal, by faith - Hindu, by occupation - Business, residing at Sukh Sadan Building, Flat No. 1D, 52B, Shakespeare Sarani, P.S. - Beniapukur, P.O. - Beckbagan, Kolkata - 700 017, 4) **SAGAR LIQUORS PRIVATE LIMITED, PAN - AAJCS7028J**, a Private Limited Company incorporated under Companies Act 1956, having its Corporate Office at Merlin Chambers, Unit No. 211, 18, British Indian Street, P.S. - New Market, P.O. - Esplanade, Kolkata - 700 069, represented herein by its Director, **SRI SANDEEP KUMAR SINGH, PAN - BEFPS9471H**, son of Sri Nand Lal Singh by faith - Hindu, by occupation - Business, residing at Zamania, Ghazipur, P.S. - Zamania, P.O. - Zamania, Uttar Pradesh - 232 331, 5) **GREEN LAND NIRMAN PRIVATE LIMITED, PAN - AADCG3324P**, a Private Limited Company incorporated under Companies Act 1956, having its Corporate Office at Merlin Chambers, Unit No. 211, 18, British Indian Street, P.S. - New Market, P.O. - Esplanade, Kolkata - 700 069, represented herein by its Director, **MANOJ KUMAR SINGH, PAN - CTKPS3356L**, son of Sri. Jang Bahadur Singh, by faith - Hindu, by occupation - Business, residing at H.No. 33, Ghuska Tehsil- Zamaina P.O. Zamania, P.S. Zamania, Gazipur - 232 329, Uttar Pradesh, and 6) **MINDPOWER PROJECTS PRIVATE LIMITED, PAN - AAHCM4649M** a Private Limited Company incorporated under Companies Act 1956, having its Corporate Office at 106/1A, S. N. Banerjee Road, 2nd Floor, P.S. - Taltala, P.O. - Entally, Kolkata - 700 013, represented herein by its Director, **SRI PREM SEHGAL, PAN - AGLPP2458A**, son of Late Tek Chand Sehgal, by faith - Hindu, by occupation - Business, residing at



~~Sri~~ Sadan Building, Flat No. 1D, 52B, Shakespeare Sarani, P.S. - Beniapur,
 P.O. - Beckbagan, Kolkata - 700 017, hereinafter called and referred to as the
"OWNERS" of **ALL THAT** piece and parcel of land measuring more or less **37**
 (Thirty Seven) Cottahs **03** (Three) Chittaks and **03** (Three) Square Feet the same a
 little more or less **TOGETHER WITH** temporary structure having cemented floor,
 covered with tin shed roof respectively lying and situated under Mouza -
 Krishnapur, J.L.No. 17, R.S. Khatian No. 115, Touzi No. 228/229, comprised in
 R.S. Dag No. 4431 under L.R.Khatian No. 1156 to 1160 modified, within the
 jurisdiction of Salt Lake East Police Station within the land Limits of Bidhannagar
 Municipality, in the District of North 24 Parganas **AND** in Dag No. 6281 (now 4431)
 Khatian No. 932, R.S. Khatian No. 115, J.L. No. 17, Ward No. 028, Mouza -
 Krishnapur, police Station - Rajarhat, A.D.S.R. - Bidhan Nagar under Bidhan
 Nagar Municipality in the District of 24 Parganas (North), morefully described in
 the Schedule "A" written hereunder.

AND WHEREAS by a Development Agreement herein, executed by us as **OWNERS**
 of the **ONE PART** and **JMC REALTY SOLUTIONS**, a Partnership fir having it
 registered office at 29, Janak Road, 2nd Floor, Kolkata - 700 029 being represented
 by its one of the Partner **SRI JOYDEEP MAJUMDER, PAN - AEWPM7393E**, son
 of Late Manik Majumder, residing at 42/217, New Ballygunge Road, P.S. - Kasba,
 P.O. - Bediadanga, Kolkata - 700 039, hereinafter called and referred to as the
"DEVELOPER" of the **OTHER PART**, we have appointed the Developer to develop
 the said property, morefully and particularly detailed below in the Schedule on the
 basis of the terms and conditions contained in the said Registered Development
 Agreement herein.



~~IT IS NECESSARY TO~~ give effect to the said Agreement, it is necessary to execute a ~~deed of assignment~~ in favour of the Developer to complete the said project at the ~~site~~

NOW THESE PRESENTS WITNESSETH that we, 1) SRI SANDEEP SEHGAL, PAN - ALQPS9199B, son of Sri Prem Sehgal, by faith - Hindu, by occupation - Business, residing at Sukh Sadan Building, Flat No. 1D, 52B, Shakespeare Sarani, P.S. - Beniapukur, P.O. - Beckbagan, Kolkata - 700 017, Director of M/S LUCKY STAR HOTELS PRIVATE LIMITED, PAN - AABCL0135B, a Private Limited Company incorporated under Companies Act 1956, having its Corporate Office at Merlin Chambers, Unit No. 211, 18, British Indian Street, P.S. - New Market, P.O. - Esplanade, Kolkata - 700 069, and also the Director of M/S ANAMIKA INVESTMENT PRIVATE LIMITED, PAN - AACCA4335R, M/S SEHGAL COMPUTERS PRIVATE LIMITED, PAN - AADCS4784P both are Private Limited Company incorporated under Companies Act 1956, having its Corporate Office at 106/1A, S. N. Banerjee Road, 2nd Floor, P.S. - Taltala, P.O. - Entally, Kolkata - 700 013, 2) SRI SANDEEP KUMAR SINGH, PAN - BEFPS9471H, son of Sri Nand Lal Singh by faith - Hindu, by occupation - Business, residing at Zamania, Ghazipur, P.S. - Zamania, P.O. - Zamania, Uttar Pradesh - 232 331, Director of M/S SAGAR LIQUORS PRIVATE LIMITED, PAN - AAJCS7028J, a Private Limited Company incorporated under Companies Act 1956, having its Corporate Office at Merlin Chambers, Unit No. 211, 18, British Indian Street, P.S. - New Market, P.O. - Esplanade, Kolkata - 700 069 3) SRI MANOJ KUMAR SINGH, PAN - CTKPS3356L, son of Sri. Jang Bahadur Singh, by faith - Hindu, by occupation - Business, residing at H.No. 33, Ghuska Tehsil- Zamaina P.O. Zamania, P.S.



Gazipur - 232 329, Uttar Pradesh, Director of **M/S GREEN LAND**
SEJAN PRIVATE LIMITED, PAN - **AADCG3324P**, a Private Limited Company
 incorporated under Companies Act 1956, having its Corporate Office at Merlin
 Chambers, Unit No. 211, 18, British Indian Street, P.S. - New Market, P.O. -
 Esplanade, Kolkata - 700 069, 4) **SRI PREM SEHGAL**, PAN - **AGLPP2458A**, son of
 Late Tek Chand Sehgal, by faith - Hindu, by occupation - Business, residing at
 Sukh Sadan Building, Flat No. 1D, 52B, Shakespeare Sarani, P.S. - Beniapur,
 P.O. - Beckbagan, Kolkata - 700 017 Director of **M/S MINDPOWER PROJECTS**
PRIVATE LIMITED, PAN - **AAHCM4649M** a Private Limited Company
 incorporated under Companies Act 1956, having its Corporate Office at 106/1A, S.
 N. Banerjee Road, 2nd Floor, P.S. - Taltala, P.O. - Entally, Kolkata - 700 013 do
 hereby nominate, constitute and appoint **SRI JOYDEEP MAJUMDER**,
PAN - AEWPM7393E, son of Late Manik Majumder, residing at 42/217, New
 Ballygunge Road, P.S. - Kasba, P.O. - Bediadanga, Kolkata - 700 039, West Bengal,
 of **M/S JMC REALTY SOLUTIONS**, a Partnership firm having its registered office at
 29, Janak Road, 2nd Floor, Kolkata - 700 029 being represented by its one of the
 partner, to be our true and lawfully attorney to do and execute and perform all or
 any of the following deeds, matters and things in respect of the property, detailed
 below in the Schedule.

- 1) To take necessary steps to look after the said property detailed below in
 the schedule during the period of construction as per sanction plan on
 our behalf.
- 2) To prepare plan for construction of the building in respect of the said
 property on our behalf and to sign and execute the said proposed plan



and to submit the same to the K.M.C. for sanction and before other concerned/authorities for obtaining approval of the said plan or any subsequent thereof.

- 3) To sign and execute any document for obtaining permission from the land ceiling authority, if required for such approval of plan from the Kolkata Municipal Corporation.
- 4) To apply for and obtain No Objection Certificate and/or Completion Certificate and/or Occupation Certificate in respect of the said building after completion of the project.
- 5) To negotiate on terms for and to agree to and enter into and conclude any Agreement for Sale in respect of the allotment of the Developer to any Purchaser or Purchasers at such price which our said attorney in their absolute discretion thinks proper and/or cancel and/or repudiate the same in respect of the both Owner's Allocation and Developer's Allocation morefully described in the Schedule "B" written hereunder as mentioned in the registered Development Agreement mentioned above.
- 6) To receive from the Purchaser or Purchasers any earnest money and/or balance of purchase money in respect of the sale of both Owner's Allocation and Developer's Allocation and to issue valid receipt for the same.
- 7) To sign and execute all deeds instruments which our said attorney shall consider necessary in respect of the both Owner's Allotment and Developer's Allotment and to do all other work for conveying the said



property allotted to the Developer as we could do ourselves of personally present.

- 8) To present any such conveyance or conveyances for registration, to admit execution and receipt of consideration before the sub-registrar or registrar having authority for and to have the said Conveyance registered according to law in respect of the both Owner's allotment and Developer's allotment.
- 9) To approach, appear, represent and carry on correspondence with any authority and to deposit requisite amounts before any authority or authorities including Government, Kolkata Municipal Corporation, town planning Department etc. in connection with the development, construction and/or completion of the said project.
- 10) To do all things necessary for demolition of existing structure for the purpose of construction of the building as per sanction plan and to apply for and obtain from the competent authority any permits for cement, steel and other materials, or any other things which are necessary for carrying out the said construction work on our behalf.
- 11) To apply for and obtain electricity, water connection, drainage connection from the competent authority and to execute necessary documents for installation of installation of electrical equipment and/or supply of water to the entire premises and to install separate electric meters for apartment after completion of construction of building .
- 12) To insure the property against all risk such as fire, tempest, riots, commotion, malicious acts, explosions, bombs, short-circuits, bursting



... or otherwise causing any damage
... for the full value of the multistoried
... and other assets and lives therein as the attorney may think

To take all necessary steps before the competent Court of law required in respect of our property to save our right, title and interest and to appoint any lawyer on our behalf before the Ld. Court and to sign and verify and execute all pleadings, affidavits, petitions, representations, applications, appeals, revision, review petitions in connection with any suit, proceeding, appeal, revision, review before any judicial authority, or any other person for and on our behalf.

14) Generally to do and perform all acts, deeds, things, matters necessary for all or any of the aforesaid purposes and to give full effect thereto.

15) We hereby agree to ratify and confirm whatsoever the said attorney shall do in relation to the premises by virtue of these presents and we hereby declare that we shall not do anything inconsistent with the power of Attorney.

16) We hereby declare that the powers and authorities hereby granted to the said Developer for the said property developed as per Development Agreement herein, and in accordance with the statutory provisions, rules and regulations and/or transfer and/or conveyance of the flats, car parking space are conveyed to the Purchasers in respect of the allotment to the Developer made in the Development Agreement.



- 17) Be it noted that by this Development Power of Attorney, the Developer shall only be entitled to receive consideration money by executing agreement for sale, Deed of Conveyance/ final document for transfer of property as per provision laid down in the said documents as a Developer without getting any Ownership of any part of the property under 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 Owner and the Developer in anyway. This clause shall have overriding effect to anything written in these documents in contrary to this clause.
- 18) AND we, do hereby agree and ratify all acts, deeds, matters and things lawfully done by us said attorney which shall be construed as act, deeds, matters and things done by us and we undertake to ratify and confirm all and whatsoever our said attorney shall lawfully do or caused to be done for as by virtue of the power hereunder given.
- 19) This power of Attorney is Revocable in Nature.

SCHEDULE "A" ABOVE REFERRED TO
(ENTIRE PROPERTY)

ALL THAT the piece and parcel of total amalgamated land measuring an area of total **37** (Thirty Seven) Cottahs **03** (Three) Chittaks and **03** (Three) Square Feet the same a little more or less TOGETHER WITH temporary structure having cemented floor, covered with tin shed roof respectively lying and situated under Mouza - Krishnapur, J.L.No. 17, R.S. Khatian No. 115. Touzi No. 228/229, comprised in R.S. Dag No. 4431 under L.R.Khatian No. 1156 to 1160 modified, within the jurisdiction of Salt Lake East Police



Station within the land Limits of Bidhannagar Municipality, in the District of North 24 Parganas **AND** in Dag No. 6281 (now 4431) Khatian No. 932, R.S. Khatian No. 115, J.L. No. 17, Ward No. 1, Mouza - Krishnapur, police Station - Rajarhat, A.D.S.R. - Cossipore, Dum Dum Bidhan Nagar Municipality in the District of 24 Parganas (North) (more fully and particularly described in the plans attached herewith), which is butted and bounded by :

- ON THE NORTH : 17 Feet wide Nayapatti Road.**
ON THE SOUTH : 92 Feet wide Nayapatti Road.
ON THE EAST : 14 Feet wide Nayapatti Road.
ON THE WEST : 20 Feet wide Nayapatti Road.

SCHEDULE "B"




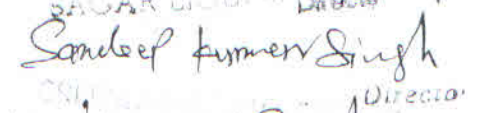
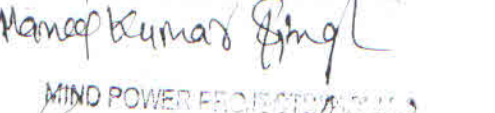

(Description of Owner's & Developer's Allotment)

That there will be no demarcation of the Owners' allotment or the Developer's Allotment. The parties will open an Escrow Account jointly with a Nationalized or Private Bank, as per their choice and all the revenue earned by selling the Flats will be deposited in that Escrow Account, which shall be divided at an equal ratio of 50:50 between the Owners and the Developer. The Owners will not interfere in the selling procedure of the Flats provided the Developer will not sell any flat at the less price than Rs. 6000/- per Sq. Ft. Any tax liability incurred by the sale of units will be shared equally by the Owners and Developer.



IN WITNESSES WHEREOF we, the executants hereto put our signature of this day of 16th January, Two thousand Twenty (2020).

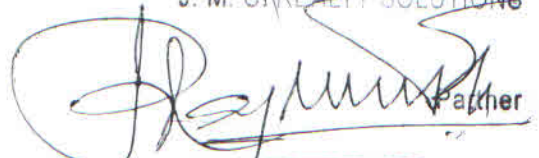
SIGNED, SEALED AND DELIVERED by the

- 1)  Director
- 2)  Director
- 3)  Director
- 4)  Director
- 5)  Director
- 6)  Director

EXECUTANTS/OWNERS

Accepted and signed by Attorney in presence of :-

- 1) Dipankar Dhar
- 2) Ranjit Kumar

J. M. C. REALTY SOLUTIONS

 ATTORNEY / ACCEPTANT

Drafted by me and prepared at my office



Advocate

Alipore Judges' Court Kol-27

Enrolment No. - E-1659/1678 of 2001

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2021, Page from 89055 to 89122

being No 190100848 for the year 2021.



Digitally signed by DEBASIS PATRA
Date: 2021.03.01 12:35:18 +05:30
Reason: Digital Signing of Deed.

(Debasis Patra) 2021/03/01 12:35:18 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
West Bengal.

(This document is digitally signed.)