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Certified that the Document is admitted to registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.  
Additional Registrar of Assurances-III, Kolkata

Case No. 426/18  
Additional Registrar of Assurances III  
15 MAR 2018

**THIS JOINT DEVELOPMENT AGREEMENT** is made on this 15 day of March, Two Thousand and Eighteen;

**-BETWEEN-**

**MESSRS PYRAMID ENCLAVE PRIVATE LIMITED** (PAN No. AAACP3545N), (C.I.N. No. U45400WB2007PTC116997), a Company incorporated under the Companies Act, 1956, having its registered office at No.P-16, Kalakar Street, Police Station- Posta, Post Office Kalakar Street, Kolkata - 700 007, represented by its Director **Sri Pradeep Kumar Todi** (P.A.N. No. ABMPT7500P) son of Hari Prasad Todi, residing at No. 261, Lake Town, Block - B, South Dum Dum, Lake Town, North 24 Parganas, Kolkata - 700089, hereinafter referred to as the "OWNER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office and/or assigns) of the **ONE PART**

AND  
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 15 MAR 2018  
 Pradeep Kumar Todi

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S.L. No.....Sold To.....

Rs.....Addrs.....

**G.C. SAMHA**  
(Govt.) LICENSED STAMP VENDOR  
11A, Mirze Galib Street, Kol-87

Issue Date.....Sign.....

*B. K. Jain & Co.  
(Advocates)  
6A, K. S. Roy Rd.  
Kol-1*



Additional Registrar of  
Assurances III Kolkata

14 MAR 2018

*Sandeep Jain*  
SANDEEP JAIN  
(Advocate)  
6A, K. S. Roy Road,  
Gr. Floor, Calcutta-1

**MESSRS EDEN REALTY VENTURES PRIVATE LIMITED** (P.A.N. No. AAACL9697H), (C.I.N. No. U70101WB2003PTC095829), a Company incorporated under the Companies Act, 1956, having its registered office at Metropolitan Building, 7, Jawahar Lal Nehru Road, Kolkata - 700 013, represented by its Director Sri Arya Sumant (P.A.N. No. BYMPS8656P) son of Sri Sachchidanand Rai, residing at Flat No. 7, 3<sup>rd</sup> Floor, 13, Loudon Street, National Court Circus Avenue, Kolkata - 700018, hereinafter referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office and/or assigns) of the **OTHER PART**:

**WHEREAS:**

A. Messrs Pyramid Enclave Private Limited, the Owner herein, is the recorded owner in respect of **All That** the pieces or parcels of **Plots of Land** containing by measurement an area of 9.06 Acres be the same a little more or less together with buildings and other structures whatsoever lying erected and/or built thereat situated lying at and comprised in several **L.R. Dag** under **Khatian No.11337** (formerly 6559) within **Mouza - Mahesh, J.L. No.15** being divided and demarcated portion of Municipal Premises No. 29, Kanailal Goswami Sarani under **Ward No.17** of the **Serampore Municipality, P.O. & P.S. Serampore, District - Hooghly, West Bengal**, more fully described in the *First Schedule* hereunder written (hereinafter referred to as the "said Premises"), by virtue of an Indenture of Conveyance dated the **13<sup>th</sup> December, 2007** made between National Textile Corporation Ltd. therein referred to as the Vendor of the One Part and Messrs Pyramid Enclave Private Limited, the Owner herein and therein referred to as the Purchaser of the Other Part and registered in Book No. I, Volume No.11, Pages 52 to 67, Being No.324 for the year 2008 at the office of the Additional Registrar of Assurances - III, Kolkata which related to the "said Premises" amongst other properties.

B. The Land comprised in, amongst other properties, the "said Premises" does not come under the purview of Section 6(3) of the West Bengal Estates Acquisition Act, 1953 and the same was as such duly declared and confirmed by letter dated July 27, 2000 issued by the Officer on Special Duty & Ex-officio Deputy Secretary, Government of West Bengal.

C. The Owner herein duly applied for and got the classification of the lands comprised in, amongst other properties, the "said Premises"(except portion

*Pyramid Enclave Private Limited*



Additional Registrar of  
Assurances III Kolkata

14 MAR 2018

admeasuring 3.599 Acres comprised in Dag Nos. 2502, 2528, 2573, 2587, 2591, 2592, 2601, 2603, 2605, 2608, 2617, 2618, 2624, 2642) changed for use of the same for housing complex purpose vide order dated May 26, 2016 passed by the Collector u/s 4C of W.B.L.R. Act & District Land & Land Reforms Officer, Hooghly.

D. The Owner herein also applied for and obtained necessary No Objection Certificate from the competent authority and Sub-Divisional Officer, Serampore for development and construction of Housing Complex at or upon the Land comprised in, amongst other properties, the "said Premises" vide Memo No.122ULC dated 13<sup>th</sup> June, 2016 under the provisions of the Urban Land (Ceiling & Regulations) Act, 1976. It was also recorded and confirmed by the authorities in the same certificate that the Land comprised in the "said Premises" were not vested under the Urban Land (Ceiling & Regulation) Act, 1976.

E. Messrs Eden Realty Ventures Private Limited, the Developer herein on being approached and requested by the Owner as also relying on the various representations made and assurances given by the Owner, has agreed to undertake and carry out development of the "said Premises" being **All That the pieces or parcels of Plots of Land** in aggregate measuring about 9.06 Acres together with buildings and structures whatsoever lying erected thereat situated lying at and comprised in several L.R. Dag under Khatian No.11337 within Mouza Mahesh being **Municipal Premises No. 29, Kanailal Goswami Sarani, within Serampore Municipality, Serampore**, morefully described in the *First Schedule* hereunder written and construction of Building Complex (affordable housing segment within the meaning of Section 80IBA of the Income Tax Act) at or upon the land comprised in the "said Premises" on the agreed terms and conditions.

F. The parties hereto have agreed to record in writing the various terms and conditions for Joint Development of the "said Premises" and construction of the proposed building complex at or upon the land comprised therein as hereinafter contained.

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

1. **DEFINITIONS:** In these presents, unless it be contrary or repugnant to the subject or context, the under mentioned terms or expressions shall have meanings as follows: -
  - 1.1. "OWNER" shall mean and include **Messrs Pyramid Enclave Private Limited** and its successor or successors in interest and/or successors in office and/or assigns.

- 1.2. "DEVELOPER" shall mean and include Messrs Eden Realty Ventures Private Limited, and its successor or successors in interest and/or successors-in-office and/or assigns.
- 1.3. "said Premises" shall mean and include All That the pieces or parcels of Plots of Land containing by measurement an area of 9.06Acres be the same a little more or less together with buildings and other structures whatsoever lying erected and/or built thereat situated lying at and comprised in several L.R. Dags 2528, 2573, 2597(P), 2596(P), 2575, 2594(P), 2593(P), 2590(P), 2585(P), 2582, 2583, 2584, 2581, 2580, 2579, 2578, 2504, 2503, 2502, 2501, 2577, 2576, 2574, 2643, 2642 under Khatian No.11337 (formerly 6559) within Mouza - Mahesh, J.L. No.15 being divided and demarcated portion of Municipal Premises No.29, Kanailal Goswami Sarani under Ward No.17 of the Serampore Municipality, P.O. & P.S. Serampore, District - Hooghly, West Bengal, more fully described in the *First Schedule* hereunder written. The same shown and delineated in RED borders in the map or plan marked "X" annexed hereto.
- 1.4. "BUILDING COMPLEX" shall mean and include buildings (within the meaning of the IT Laws) consisting of residential Flats, parking spaces and commercial spaces (within permissible limit under the said Specified IT Provision) to be constructed at or upon Land comprised in the "said Premises" as per the sanctioned plan to be issued by Serampore Municipality and/or approved by the competent authority and as per Municipal Laws and the Building Rules.
- 1.5. "PROJECT" shall mean and include the project of Development Works at the Land comprised in the "said Premises" and construction of the said Building Complex (within the meaning of the IT Laws) by the Developer for disposal of units thereat.
- 1.6. "UNITS" shall mean and include the Flats, Commercial Units and "other saleable spaces" of the Building Complex, which would be available for independent use and occupation at the said Building Complex.
- 1.7. "FLATS" shall mean and include independent housing units with separate facilities for living, cooking and sanitary requirements, distinctly separated from other residential units within a building, which is directly accessible from an outer door or through an interior door in a shared hallway and not by walking through the living space of another household.
- 1.8. "CARPET AREA" of the Units mean and include the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open



terrace area, but includes the area covered by the internal partition walls of the apartment and the same subject to amendment as per the local municipal body and the prevailing state government statutes.

- 1.9. **"COMMERCIAL UNITS"** shall mean and include shops, show rooms, offices and other spaces meant for commercial use and the same in aggregate containing area not exceeding 3 (three) percent of the total carpet area of the building complex.
- 1.10. **"OTHER SALEABLE SPACES"** shall mean and include car parking spaces both covered and open at the building complex.
- 1.11. **"DEVELOPMENT WORK"** shall mean and include development of the "said Premises" comprised therein and construction of the proposed new building complex as per the Sanctioned Plan and also as per the Municipal laws and the Building Rules.
- 1.12. **"SANCTIONED PLAN"** shall mean and include the building Plan which shall be sanctioned by the Serampore Municipality and/or approved by the competent authority as also all other concerned government authorities for construction in one or more phases in respect of the proposed Building Complex as also include the renewed, revised and/or modified and/or other Plans, elevations, designs, maps, drawings and other specifications.
- 1.13. **"COMMON PARTS"** shall mean and include the common parts and areas of the Building Complex including entrances, corridors, lobbies, landings, stairs, paths, passages, ways, roof top solar power installation, underground and overhead water reservoirs, water pipes, water Pump and motor, Lifts, Lift well, Lift machine rooms and the sewerage and drainage connection pipes and other common areas, and spaces as may be meant for the common use and the same for the beneficial use and enjoyment of the units at the building complex but shall not include the roof and the open spaces on the Ground floor level of the building complex which are not identified as Common Areas by the Developer.
- 1.14. **"OWNER'S ALLOCATION"** shall mean and include 22 (twenty-two) percent of the Net sale proceeds of the Flats and Commercial Units of the building complex as per the provisions contained in *Clause 14.1* hereunder and also the Flats and Commercial Units separately allocated to the Owner as per the provisions contained in *Clause 14.8* hereto but the same shall not include the other saleable spaces.
- 1.15. **"DEVELOPER'S ALLOCATION"** shall mean and include the 78 (seventy-eight) percent of the Net sale proceeds of the Flats and Commercial Units

and the entire sale proceeds of the "other saleable spaces" of the building complex as per the provisions contained in *Clause 14.2* hereunder and also the Flats and Commercial Units and other Saleable spaces" separately allocated to the Developer as per the provisions contained in *Clause 14.8* hereto.

- 1.16. "TOTAL SALE PROCEEDS" shall mean and include the amounts as may be received, realised and/or collected by the Developer from the buyers towards earnest moneys, part payments and consideration amounts, Preferred location charges, floor escalation, nomination charges/consideration if any for and on account of sale on ownership basis or otherwise disposal in respect of the "Flats", "Commercial Units", as also "other saleable spaces", of the said building complex together with an undivided proportionate share or interest in the land comprised in the "said Premises" and the common parts but shall not include the various amount mentioned in *Clause 14.4* hereunder
- 1.17. "REIMBURSABLE AMOUNTS" shall mean the amounts which shall be paid or incurred by the Owner as provided in *Clauses 9.3 and 9.4*.
- 1.18. "NET SALE PROCEEDS" shall mean the amount, which would remain balance after deducting sale proceeds of the "other saleable spaces", out of the Total Sale Proceeds.
- 1.19. "ESCROW BANK ACCOUNT" shall mean the Bank Account to be jointly opened and operated by the Owner and the Developer as provided in *Clause 15* hereunder.
- 1.20. "ARCHITECT" shall mean the Architect/s who may be retained and/or appointed as per *Clause 10.4* hereunder for designing and planning of the said development work as also for supervising the carrying out of the said development work and construction of the proposed building complex as per the sanctioned plan as also the Municipal laws and the Building Rules.
- 1.21. "BUYERS" shall mean and include the intending Buyers/ Transferees of flats, commercial units and other saleable spaces, at the building complex.
- 1.22. "MUNICIPALITY" shall mean and include the Serampore Municipality.
- 1.23. "COMPETENT AUTHORITY" shall mean and include the Municipality as also any other authorities empowered to approve and/or sanction the building plan by or under any law for the time being in force.
- 1.24. "FORCE MAJEURE" shall mean and include acts of God, hurricane, tornado, natural disaster, terrorist act and war or flood as also inability to develop due to government action or order of any court or tribunal.



- 1.25. "IT Laws" shall mean the provisions for affordable housing segment within the meaning of Section 80IBA of the Income Tax Act, 1961 and include all statutory modifications, re-enactments, replacements and extensions thereof and also all rules thereunder, as may be beneficial to the parties in respect of the transaction envisaged herein.

**2. INTERPRETATIONS:**

- 2.1. Any reference to statute shall include any statutory extension or modification and the re-enactment of such statute and the rules, regulations or orders made there under.
- 2.2. Any covenant by the Developer and/or the Owner not to do or commit any act deed or thing shall mean and include their respective obligations not to permit such act or thing to be done or committed.
- 2.3. Reference to recitals, articles, clauses and the schedules shall be deemed to be reference for those in this Agreement.
- 2.4. The paragraph headings used in this Agreement are for convenience only and shall not form part of this Agreement nor control the construction or interpretation of the clauses under the headings.
- 2.5. The recitals and the schedule and any other document referred to in this Agreement by reference shall form integral part of the Agreement.
- 2.6. In this Agreement, unless the context otherwise requires, any reference to words importing singular shall include the plural and vice versa and the words importing a gender shall include every gender and the references to persons shall include bodies corporate and unincorporated.

**3. DATE OF COMMENCEMENT:**

- 3.1. This Agreement shall be deemed to have commenced on and with effect from the date of execution hereof and shall remain valid and binding till the completion of the said Development work and/or construction of the said building complex as also sale and disposal of the Units of the building complex as per provisions hereafter stated.

4. **MUTUAL COVENANTS:**

- 4.1. The Owner of the One Part and the Developer abovenamed of the other part jointly and severally represent and covenant with each other as follows:
- (a) They and each of them are competent as also authorised to enter into this Development agreement and to perform their respective obligations hereunder.
  - (b) This Agreement constitutes valid, legally binding and enforceable obligations;
  - (c) Both the Owner and the Developer shall take such further steps and do or commit such further acts, and also execute and deliver such further instruments and documents, and generally to do all such other things as may be reasonably necessary to accomplish the Development of the "said Premises" and/or construction of the proposed building complex by the Developer as contemplated in this Agreement; and
  - (d) The execution and/or performance of this Agreement will not conflict with or cause a breach of or constitute a default under any judgment, injunction, order, decree or any agreement or other instrument binding upon the Owner and/or the Developer.
5. **OWNER'S REPRESENTATIONS:** The Owner declare and confirm to have made the under-mentioned various representations and assurances to the Developer.
- 5.1. The Owner is the sole and absolute Owner in respect of the "said Premises", more fully described in the *First Schedule* hereunder written.
  - 5.2. The "said Premises" are free from all encumbrances, mortgages, charges, liens, lispendens, claims, demands, liabilities, attachments, leases, tenancies, debutter and trusts whatsoever created made done or suffered by the Owner.
  - 5.3. The Owner has full power and absolute authority to enter into the instant Development Agreement as also to involve the Developer for the development of the "said Premises" and that there are no bar or restrain order of any Court of Law nor any other impediment of any nature for the Owner to entrust the development of the "said Premises" to the Developer as per the terms herein recorded.
  - 5.4. The Owner has not entered into any other Agreement and/or Arrangement and/or Understanding with any other person or party for sale and/or

- development or otherwise disposal of the "said Premises" which is subsisting on the date of execution hereof.
- 5.5. The Land Revenue, municipal taxes and all other rates, taxes and outgoings whatsoever on account and in respect of the "said Premises" and the land comprised therein, have been paid up to date by the Owner and that in case of any amount being found to be lawfully due and payable on account of such rates and taxes for the period up to the date of this Agreement the owner herein shall pay the same and in this regard the Developer herein shall also be at liberty to pay the same in the name and on behalf of the Owner, subject to the term that the Owner shall pay and/or reimburse the same to the Developer for the period it is liable in terms of this agreement.
  - 5.6. The "said Premises" are not to the knowledge of the Owner affected by any acquisition or requisition proceeding nor is the same subject to any covenant, restriction, stipulation, easement or reservation or other such right, which may adversely affect the "said Premises" and/or the development thereof.
  - 5.7. The "said Premises" are not adversely affected by any notice or proceeding under the provisions of the West Bengal Estates Acquisition Act 1953 and/or the West Bengal Land Reforms Act 1955 and/or the West Bengal Urban Land (Ceiling & Regulation) Act 1976.
  - 5.8. There are no subsisting agreement or arrangement entered into by the Owner concerning sale, mortgage, lease, tenancy or otherwise transfer of the "said Premises" or any part thereof nor is there subsisting any dealing of the Owner with the same in any manner whatsoever;
  - 5.9. The "said Premises" and/or the land comprised therein is not adversely affected by the provision of Section 6(3) of the West Bengal Estates Acquisition Act, 1943.
  - 5.10. The classification of the Land measuring about 8.397 Acres comprised in the "said Premises" have duly been changed for use of the same for housing complex purpose vide order dated May 26, 2016 passed by the Collector u/s 4C of W.B.L.R. Act & District Land & Land Reforms Officer, Hooghly, recited above.
  - 5.11. The competent authority and Sub-Divisional Officer, Serampore have issued no objection for development and construction of building complex at or upon, amongst other properties, the land comprised in the "said Premises" under the provisions of the Urban Land (Ceiling & Regulations) Act, 1976.

6. **DEVELOPER'S REPRESENTATIONS:**

- 6.1. The Developer has sufficient knowledge and expertise in the matter of development of immovable properties and construction of new buildings.
- 6.2. The Developer has sufficient means of necessary finance for carrying out the development of the "said Premises" and/or construction of the said building complex thereat.
- 6.3. The Developer shall carry out and complete the development in respect of the "said Premises" and/or construction of the said building complex in phases and the same strictly in accordance with the plan to be obtained sanction from the Serampore Municipality and/or approved by the competent authority and the same as per the relevant Municipal laws and building Rules relating to the development of immovable properties and/or construction of new Building Complex and further strictly as per the provisions contained in these presents.

7. **DEVELOPMENT WORK:**

- 7.1. The Owner being desirous of development of the "said Premises" has duly appointed and/or hereby appoints the Developer as the Developer and/or Builder and further entrusted to the Developer herein the exclusive right to undertake and carry out development of the "said Premises" and construction of the said building complex thereat as per the sanctioned plan and on the terms and conditions herein recorded. In connection with such development of the "said Premises", the Owner has also agreed to carry out the work assigned to the Owner in terms of and to the extent as contained in *Clauses 9.3, 9.4 and 9.5* hereunder and the same in the manner and within the time and on the terms and conditions herein recorded.
- 7.2. The Developer hereby accepts its appointment as the Builder and/or Developer in respect of the "said Premises" and further agree to undertake and carryout the said project of development of the "said Premises" and construction of the proposed building complex as per the sanctioned plans thereat (other than the work assigned to the Owner as per the *Clause 7.1* above and *Clauses 9.3, 9.4 and 9.5* recorded herein) in the manner and within the time and on the terms and conditions herein recorded.
- 7.3. The Owner hereby agree to allow the Developer to undertake development of the "said Premises" in accordance with the 'Sanctioned Plan'.
- 7.4. The Development contemplated in this Agreement is not in the nature of a Partnership or an Association of Persons as contemplated either under the

Indian Partnership Act, 1932 or under the Income Tax Act, 1961 or an agency or a joint ownership or any other legal relationship between the party hereto except as specifically provided herein

- 7.5. The Owner should be allowed uninterrupted and unhindered right to inspect the development without prior permission of the Developer during normal working hours.
- 7.6. It is hereby expressly agreed by and between the parties hereto that the possession of the "said Premises" for development is not being given nor intended to be given to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act, 1972.
- 7.7. The Parties hereby declare and confirm that by virtue of the Developer entering upon the "said Premises" for carrying out the works of development and construction, the same will not amount to taking over of possession of the "said Premises" for development. It is expressly agreed and declared that juridical possession of the "said Premises" for development shall vest in the Owner until such time the development is completed in all regards.

**8. DEVELOPER'S OBLIGATIONS/COVENANTS:**

- 8.1. In consideration of the premises aforesaid and subject to the provisions contained in these presents, the Developer hereby agree and undertake to carry out the said work of Development of the "said Premises" and/or construction of the said building complex in accordance with the sanctioned plans and as per the municipal laws and building rules and upon observing fulfilling and performing all the terms and conditions of this agreement and on the part of the Developer to be observed, fulfilled or complied with.
- 8.2. The Developer herein, subject to the provisions contained in *Clause 9.3, 9.4 and 9.5* hereunder, shall be responsible to arrange all finances and/or funds and/or moneys as may from time to time be necessary or required for completing and/or carrying out development of the "said Premises" and/or construction of the said building complex and in this respect, the Owner shall not in any manner be liable or responsible.
- 8.3. The Developer shall not require the Owner to provide finance for the project and/or to pay the costs of carrying out and/or completing the development of the "said Premises" and/or construction of the proposed building complex.

- 8.4. The development of the "said Premises" and/or construction of the said Building Complex shall be made and completed in all respect including installation of lifts, electrical connection and fittings, water pumps, municipal water, sewerage and drainage connections, plumbing and sanitary fittings as also overhead and under-ground water reservoirs and all other Common Parts. All the Flats and Commercial Units in the said building complex shall be made habitable in accordance with the agreed Specifications mentioned in the *Second Schedule* hereunder written and shall also be fitted with necessary electrical and sanitary fittings and fixtures.
- 8.5. The development work and/or construction of the said building complex shall be carried out and/or completed by use of standard building materials, sanitary and electrical fittings and the same as per the specifications mentioned in the *Second Schedule* hereunder written and also as may be approved and recommended by the Architect. In carrying out the construction of the said building complex, the Developer shall use the steel and cement strictly as per the agreed Specifications and otherwise as per sizes and quality as may be recommended by the Architect. It is made clear that no sub-standard material shall be used for carrying out or completing the construction of the said building complex.
- 8.6. The Developer herein shall solely be responsible for the structural stability of the building and for the soundness of the construction and be liable for all claims and actions, which may arise due to obtaining of and/or any deviation from the sanctioned plan and/or infringement or violation of the municipal laws or other state laws and/or in respect of workmanship or quality of materials used and/or for any delay or default in respect of the construction and completion of the Building Complex and/or for any delay or default pertaining to the Occupation Certificate and other clearances and permissions in respect of the Project.
- 8.7. The Developer shall keep the Owner indemnified and harmless against all third party claims and actions arising out of any act of commission or omission on the part of the Developer in relation to its obligations towards the development of the "said Premises" and/or construction of the said building complex.
- 8.8. The Developer shall duly apply for and obtain electricity, water, sewerage, drainage and other connections at the building complex and shall also obtain necessary occupation certificate from the Municipality as be required under the Municipal laws.

- 8.9. The Developer herein shall, unless prevented by Force Majeure reasons, (a) carry out and complete the development of the "said Premises" and construction of the building complex and (b) obtain completion certificate from the Architect of the Project and also (c) apply for occupation certificate in respect of the project from the Municipality and/or the competent authority, all positively within 4 years<sup>3</sup> months from the date of approval and/or sanction of the Plans in respect of the proposed building from the Serampore Municipality with a grace period of 6 (six) months (hereinafter referred to as the "Project Completion Date") Provided however that in case of such approval or sanction of the Plan being obtained more than once, then in such event the Project and/or the Plan shall be deemed to have been approved and/or sanctioned on the date on which such Plan and/or project was first approved and/or sanctioned by the competent authority and/or Municipality.
- 8.10. The Developer shall complete the construction work of the said building complex within the period as contemplated in *Clause 8.9* hereinabove. In case the construction work is stopped owing to Force Majeure, the time so wasted will be excluded from the time limit of construction period.
- 8.11. The Developer herein shall not be considered to be liable for any default or breach of its obligations hereunder to the extent that the performance of such obligations are prevented by the existence of the Force Majeure causes. The obligations of the Developer shall remain suspended during the duration of the Force Majeure.
- 8.12. The Developer herein shall, notwithstanding anything to the contrary contained in this Agreement, be responsible for planning the project, development of the "said Premises" and shall solely be responsible for construction of the proposed building complex, making publicity and marketing the project and also selling or otherwise disposing of the "Flats" and "Commercial Units" and also "other saleable spaces" of the building complex and for management, maintenance and administration of the building complex and its Common Parts until handing over to the Association and to observe, fulfill and perform all the terms and conditions hereof in connection therewith.
9. **OWNER'S OBLIGATIONS/COVENANTS:**
- 9.1. The Owner herein shall bear and pay the land revenue, municipal taxes and all other rates, taxes and outgoings on account and in respect of the "said Premises" during the period till the date of execution of this agreement.



- 9.2. The Owner shall maintain good and marketable title in respect of the "said Premises" till the sale of the proportionate share in the "said Premises" in favour of the intending buyers and further duly reply and comply with the requisitions as may from time to time be made by or on behalf of the buyers and/or bankers but shall not be responsible for any encumbrances created by the Developer or intending buyers or third parties.
- 9.3. The Developer shall cause to be prepared by the Architect the plans for construction of the Complex by causing and ensuring the consumption of maximum permissible FAR. The Owner shall submit the necessary plans prepared by the Architect for sanction by the Serampore Municipality and the Developer shall pursue and follow up the same and also obtain and provide all necessary permissions, clearances, approvals and No objections from the competent authority and/or the concerned departments as may be required for such sanction and the subsequent carrying out and completing the development of the "said Premises" and/or construction of the said building complex as per provision of applicable Laws. The Sanction Fees, Clearance charges, fees, etc. shall be borne by the Owner at actuals.
- 9.4. The Owner shall also appoint the persons who shall be nominated by the Developer for soil testing, ground leveling, construction of boundary wall and construction of approach road to the project and to pay the costs and charges for soil testing, ground leveling, construction of boundary wall and construction of approach road to the project.
- 9.5. The owner shall join in quarterly review meetings in respect of the construction of the proposed building complex by the Developer as per this Agreement.
- 9.6. Notwithstanding anything to the contrary contained in *Clauses 9.3 to 9.5* above, it is expressly agreed by and between the parties hereto that in case of delay or non-issuance of sanctioned plans or permissions or activities mentioned therein the Developer shall use its expertise to carry out such works and activities required to be carried out by the Owner without any additional liability or other consequence upon the Owner.
- 9.7. The Owner shall as per its obligation, at the costs and expenses of the Developer render its best co-operation and assistance to the Developer in the matter of the Developer commencing, carrying out and completing the development of the "said Premises" and/or construction of the said building complex, as may from time to time be necessary or required

- 9.8. The Owner shall not do nor permit anyone to do or commit any act deed matter or thing, which may in any manner cause obstruction and/or interference in the Developer carrying out and completing the development of the "said Premises" and/or construction of the said building complex by the Developer as per the terms hereof.
- 9.9. It is recorded that on or before the execution of this Agreement, the Owner has duly deposited the original title deeds and documents in respect of the "said Premises" with its Advocate Sri Deepak Choudhury of DSP Law Associates, 2 Hare Street, Kolkata-700001 and that Sri Deepak Choudhury shall on behalf and in the name of the Owner deposit the said original Deeds and documents with Shri B. K. Jain, (Solicitor & Advocate) of 6A Kiran Sankar Roy Road, Kolkata-700001 ("Escrow Holder") within 7 days of (a) the sanction of Building Plans and the Developer receiving the original thereof and the Owner being made over a self-attested copy thereof and (b) opening the Escrow Bank Account as per *Clause 15* hereunder. The Escrow Holder shall hold and keep the said original title deeds and documents in his custody as Escrow Holder and on completion of development of the said building complex as also sale or otherwise disposal of the Flats, Commercial units and other saleable spaces of the building complex as per this Agreement, the said Escrow Holder would make available to the Developer the original title Deeds and documents in respect of the "said Premises" as per *Clause 17.1* hereunder and would ultimately on completion of the project make over the original title Deeds and documents of the "said Premises" to the Association of the owners/buyers of the Flats, Commercial units and other saleable spaces of the building complex. Neither of the Advocates above named shall part with the documents so held, contrary to the terms agreed between the parties under this Agreement.
- 9.10. The Owner shall sign execute and deliver all necessary papers, applications, plans, sketches, maps, designs and other documents as may from time to time be prepared by the Developer in conformity of the terms and conditions hereof and required by the Developer as also duly make available to the Developer the original Sanctioned Plan obtained from the Serampore Municipality in the name of the Owner and co-operate with the Developer in respect of necessary permissions, approvals and/or No Objection Certificates from the competent authority and/or the appropriate government authorities and/or departments as may be required for carrying out the construction of the building complex and/or development of the "said Premises".

- 9.11. The Owner shall from time to time sign execute and deliver all applications, papers, documents and declarations as may be required to enable the Developer to apply for and obtain telephone, gas, electricity, internet, telex, sewerage, water, drainage connections and other public utility and essential services in or upon the said building complex and/or as may be required for carrying out and/or completing the said development work and/or construction of the building complex.
- 9.12. The Owner shall from time to time grant Power of Attorney in favour of the Developer and/or its nominee/s authorizing and/or empowering it/him/them to do all acts deeds matters and things, to carry out Development of the "said Premises" and Construction of the building complex in conformity with the terms and conditions of this Agreement and to appear and represent the Owner before all the Government authorities and/or departments as also for obtaining the telephone, electricity, gas and other connections at the Land and/or Building(s) and/or Units and to do all acts deeds matter and things for carrying out and completing the Project and further to sign execute and register gift in respect of a strip of land and/or corner splay to Serampore Municipality (the Sanctioning Authority) for enhancement of the Floor Area Ratio (FAR) in the building plan to be sanctioned and further more to sign execute and register all agreements, contracts, deeds and documents for sale or otherwise disposal of the "Flats", "Commercial Units" and "other saleable spaces" of the proposed building complex and such other deeds matters and things.
- 9.13. The Developer shall be liable to pursue and obtain the Sanction Plan within 31<sup>st</sup> January 2019 with grace period of 2 (two) months. In the event the Sanction Plan is not obtained within the said stipulated time, the Owner shall be at liberty to terminate this Agreement, subject to the Owner refunding to the Developer the entirety of the security deposit amount as may be paid to the Owner by the Developer as per *Clause 16* hereunder and also paying to the Developer amount not exceeding the sum of Rs. 7,00,00,000/- (Rupees Seven Crores) only towards reimbursement and payment of the amounts as may hereafter from time to time be invested, incurred and paid by the Developer in pursuance of this Agreement and the same within 1 (one) month from the date of expiry of the said stipulated period mentioned above. In case of termination of this Agreement from the manner aforesaid, the Developer shall withdraw itself from the "said Premises". In case of non-refund of the said security deposit amount and/or non-reimbursement and payment to the Developer in respect of the amounts invested, paid and incurred by it as provided hereinabove, the time to refund the security

deposit amount as also to reimburse and pay to the Developer the diverse amounts invested, incurred and paid as also the time to obtained the Sanction Plan would stand extended for a further term of 6 (six) months.

- 9.14. The Owner shall not be considered to be liable for any default or breach of its obligations hereunder to the extent that the performance of such obligations are prevented by the existence of the Force Majeure causes. The obligations of the Owner shall remain suspended during the duration of such Force Majeure.
- 9.15. It is further clarified that if any new clearances, certificates, no objection certificates, conversions, mutations etc., in respect of the "said Premises" are required whether for the purpose of sanction or construction or anything relating thereto, the Developer shall obtain the same in the name of the Owner at the costs and expenses of the Developer.
- 9.16. However, if any existing clearances, certificates, no objection certificates, conversions, mutations already obtained by the Owner and provided to the Developer are found to be defective or unlawfully obtained, the Developer would apply for and obtain the same in the name and at the risk and cost of the Owner. Provided also that in the event of the existing Clearance Certificates, No-objection Certificates, Conversions and Mutations already obtained by the Owner are found to be defective or unlawful, should the Developer despite its efforts is not able to obtain such Clearance Certificates, No-objection Certificates, Conversions and Mutations, the Developer shall not in any manner be liable for the same.
- 9.17. The Owner herein shall not in any manner encumber, sell or otherwise deal with the "said Premises" and/or the "said Plots of Land" nor part with possession of the "said Plots of Land", in any manner whatsoever. This will not however prevent the Owner to deal with the "Owner's Allocation" in terms hereof.

10. **CONSTRUCTION WORK:**

- 10.1. The construction of the said building complex shall be strictly as per the Municipal Laws and/or the Building rules, regulations and byelaws framed there under and the same strictly in accordance with the sanctioned plan. In this respect, the Developer shall keep the Owner absolutely indemnified and harmless against all actions claims and demands whatsoever as may be made due to construction of the said building complex and/or the said development work being in deviation from the sanctioned plans and/or in

violation of the Municipal Laws and/or the Rules, regulations and bye-laws there under.

- 10.2. The proposed Building Complex shall be made in the form of affordable Housing segment falling within the Specified IT Provision and also the same to attract CLS Scheme under "Pradhan Mantri Awas Yojana" module. As mentioned in earlier part of this Agreement, both the parties herein have taken respective responsibilities in respect of the development and construction of the said building complex within their respective scope of work as defined in this Agreement and subject to the applicable terms and conditions in respect thereof.
- 10.3. The Developer herein shall appoint and employ such masons, mistries, managers, supervisors and other employees for carrying out the said development work and/or construction of the said building complex as the Developer shall think proper. In this respect, it is made clear that the Developer herein shall solely be responsible and/or liable for payment of salaries, wages, and/or remuneration of the masons, mistries, supervisors, chowkidars and durwans as also other staff and employees, who may be appointed and/or employed by the Developer for carrying out the said development work and/or construction of the building complex and to comply with all applicable laws connected therewith and in this respect, the Owner shall not in any manner be responsible.
- 10.4. The Developer herein shall appoint the Architect upon mutual consent in writing of the parties and at its discretion retain and appoint Engineer and Contractor for carrying out of the said development work and/or construction of the building complex, as the Developer shall think proper. The payment of all remunerations and/or fees of the Architects, Engineers and Contractors as may be so appointed shall be incurred and paid by the Developer and in this respect the owner shall not in any manner be liable.
- 10.5. The works of development of the "said Premises" and/or construction of the proposed building complex by the Developer shall be by use of best quality building materials and the same as per the recommendations of the Architects and also as per the specifications mentioned in the *Second Schedule* hereunder written.
- 10.6. The Developer shall solely and exclusively be liable for registering itself and complying with all provisions of Real Estates Regulation Act or West Bengal Housing Industry Regulation Act without any obligation or liability of the Owner in any manner.

10.7. The Developer hereby assures that the Owner would not suffer due to any lapses and/or negligence on the part of the Developer in carrying out the development or construction and the Developer shall be solely responsible for any damage or loss that may be caused by the development and/or construction work to the neighbouring structures/buildings, adjacent property etc., and shall, at its own cost and expense, repair such damage and/or compensate any loss. The Developer shall obtain all necessary insurances in respect of the Building Complex.

**11. COSTS OF CONSTRUCTION:**

11.1. The Developer herein shall be responsible for carrying out the development of the "said Premises" and construction of the proposed Building Complex.

11.2. The Developer herein shall solely and exclusively bear and pay all costs, charges and expenses as may be required to be incurred or paid for and on account of carrying out and completing development of the "said Premises" and the construction of the proposed building complex in one or more phases and the same as per the plan to be sanctioned by the Municipality and/or approved by the competent authority.

11.3. It is agreed and made clear that save as provided in *Clause 9.3 and 9.4* above, the Owner herein shall not be responsible to bear and pay towards planning or development the costs of construction in respect of the development of the "said Premises" and/or construction of the proposed building complex.

11.4. The parties have further agreed that so far as the costs of construction to be incurred and paid by the Developer as mentioned hereinabove and also those to be incurred and paid by the Owner as provided in *Clause 9.3 and 9.4* hereinabove, each of the parties hereto shall keep and maintain separate books of accounts in respect of the respective amounts respectively incurred or paid in respect of development of the and construction of the said building complex and/or the project.

**12. PUBLICITY & MARKETING:**

12.1. The Developer shall be entitled to and also responsible to cause the required publicity for marketing and sales of the project of the said building complex including the several flats, commercial units and other saleable spaces thereof and the same in consultation with the Owner.

12.2. The Developer may retain and appoint qualified agents for marketing and sales of Flats, commercial units and other saleable spaces of the said building

complex on such terms and conditions as the Developer would think proper. The terms of appointment shall be such that no preference on any account shall be given to any of the parties hereto and the marketing agent will be required to treat the parties hereto at par in all matters.

- 12.3. The Developer herein shall be entitled to cause the publicity and marketing for sale of the project including Flats, commercial units and other saleable spaces of the building complex under the brand name "EDEN"/ "EDENREALTY", owned by the Developer, to avail benefits arising out of such brand.
- 12.4. The publicity and marketing of the project of development of the building complex would be made and the costs on account thereof would be incurred in the manner and to the extent as the Developer would from time to time decide.
- 12.5. The costs as may be incurred on account of publicity and marketing of the project of development of the building complex would solely be paid by the Developer and in this regard the Owner shall not in any manner be liable.

**13. SALE OF UNITS/PROJECT:**

- 13.1. The Developer would sell, transfer or otherwise dispose of the Flats, Commercial units and other saleable spaces of the building complex in favour of the intending buyers, either on ownership basis or otherwise and the same on such terms and conditions as the Developer may decide subject to the following terms and conditions:
  - 13.1.1. The minimum rate at which the Flats or Commercial Units shall be sold or transferred shall be agreed between the parties in writing prior to the Developer selling or transferring the same and any revision of such minimum rate shall also be by mutual consent in writing of the parties.
  - 13.1.2. Photo Copies of each allotment and/or agreement entered with any buyer/transferee shall be handed over on a monthly basis by the Developer to the Owner.
- 13.2. All sale deeds shall mandatorily be required to be signed by the Owner personally. If the representative of the Owner fails to make himself available for execution of such sale deed/final transfer document on the date fixed by the Developer and communicated by E.mail (E.mail address: [pyramid.solaris1@gmail.com](mailto:pyramid.solaris1@gmail.com) or as may be changed as per letter in writing to be given by the Owner to the Developer) to the Owner by the Developer at least 1(one) day in advance, then the Developer may get such Deed registered by and through the constituted attorney appointed by the Owner



on the term that the immediate full consideration receivable are deposited in Escrow Bank Account of the Parties as per this Agreement. The Parties have agreed that in case of allotment and/or sale and/or agreement for sale in favour of an individual in respect of a residential flat, commercial unit in the building complex and/or the Project, no other residential flat at the building complex and/or the Project shall be allotted or sold to such individual or his/her spouse or minor children.

- 13.3. It has been agreed that post the payment of the Allotment Money by the intending purchasers, the entirety of the Net Sale Proceeds including the earnest monies, part payments and consideration amounts, which the Developer would from time to time receive and/or realize on account and in respect of sale or otherwise disposal of the several flats and commercial units of the building complex would be taken in the name of the Joint Escrow Account and all buyers/transferees shall be notified in respect thereof and deposited in the Escrow Bank Account of the parties as provided hereunder.
- 13.4. For the sale or otherwise disposal of the flats, commercial units and other saleable spaces of the building complex as per *Clause 13.1* above, the Developer shall be entitled to enter into Agreements and/or contracts with the intending buyers and also to receive earnest moneys, part payments and consideration amounts, which the owner hereby agree and confirm.
- 13.5. The Parties hereto hereby agree that all agreements, contracts, deeds and documents for sale or otherwise disposal of the Flats, Commercial Units and other Saleable spaces of the building complex shall be drawn up on terms, conditions and covenants as the Developer may decide with knowledge to the Owner and which the Project Advocate may approve.
- 13.6. The parties hereto hereby further agree that the Developer herein shall at all times be entitled to install and/or affix hoardings, signage, bill-boards etc. at the "said Premises" of its said brand "EDEN"/ "EDENREALTY".

**14. ALLOCATION OF SALE PROCEEDS:**

- 14.1. The parties have agreed that in consideration of the Owner entrusting the development of the "said Premises" and construction of the proposed building complex to the Developer as per the terms herein recorded and the Owner agreeing to sell proportionate share in the land, the Owner herein shall be entitled to (a) 22% (twenty-two percent) of the Net sale proceeds for and on account of sale or otherwise disposal of the several "Flats" and "Commercial Units" at the proposed building complex and (b) 22% (twenty-two percent) of all unsold Flats and Commercial Units at the proposed

building complex which are allocated to the Owner in terms of *Clause 14.8* hereto (all comprised in the "Owner's Allocation").

- 14.2. The parties have also agreed that in consideration of the Developer herein at its own costs undertaking and carrying out development of the "said Premises" as also construction of the proposed building complex as also carrying out its other obligations herein recorded or arising herefrom, the Developer shall be entitled to (a) 78% ( **seventy-eight percent**) of the Net sale proceeds in respect of the several "Flats" and "Commercial Units" at the proposed building complex; (b) as also be entitled to the entirety of the sale proceeds on account and in respect of the "Other Saleable Spaces" of the proposed building complex; (c) 78% of all unsold Flat and Commercial Units and the entirety of the unsold "Other Saleable Spaces" at the proposed building complex which are allocated to the Developer in terms of *Clause 14.8* hereto (all comprised in the "Developer's Allocation").
- 14.3. For the purpose of this Agreement the expression "Total Sale Proceeds" and "Net Sale Proceeds" shall be as defined.
- 14.4. The Parties hereto hereby agree, declare and confirm that the term or expression "Total Sale Proceeds" shall not include the following amounts to be received, realised and recovered by the Developer from the buyers of "Flats", "Commercial Units" and "Other Saleable Spaces" towards deposits and other costs, charges and expenses:-
- (a) Stamp duty and registration fee as may be collected from the intending Buyers/Transferees respectively of the "Flats", Commercial Units and "Other Saleable Spaces" at the building complex;
  - (b) Cost of extra works to be carried out exclusively at the instance of the intending Buyers/Transferees of "Flats", Commercial Units and "Other Saleable Spaces" at the building complex;
  - (c) The amounts of Municipal Taxes, Works Contract, Service Tax, G.S.T. and other rates, taxes and outgoings which are received and/or realized from the intending Buyers/Transferees of "Flats", Commercial Units and "Other Saleable Spaces" of the building complex;
  - (d) Amounts of deposit for Electricity Board, Society Formation Charges, Deposits/Security as may be collected from the intending Buyers/Transferees of "Flats", Commercial Units and "Other Saleable Spaces" of the building complex;

- (e) Amounts which are received from the intending Buyers/Transferees of "Flats", Commercial Units and "Other Saleable Spaces" on account of or as extras towards generator, transformer and other installations and facilities, legal fees, club membership, maintenance charges etc. and also those received as deposits/advances against rates, taxes and maintenance charges etc.
- 14.5. The parties hereto have agreed that the Developer herein shall solely and exclusively be entitled to receive, realize and recover separately from the Buyers of "Flats", "Commercial Units" and "Other Saleable Spaces" the amounts towards deposits to be transferred to Association as hereafter provided and also the amounts of extras and other costs, charges and expenses as per the details mentioned in *Clause 14.4* hereinabove and further to encash the same in its own Bank Account and further to deal with the same in the manner as the Developer shall at its discretion think proper and in this regard, the Owner herein shall not in any manner be accountable or responsible.
- 14.6. The parties have also agreed that the Developer herein shall solely and exclusively be entitled to receive, realize and recover from the Buyers the amounts of sale proceeds on account of sale of the "Other Saleable Spaces", which forms part of the Developer's Allocation as aforesaid, and also to encash the same in its own Bank Account and further be entitled to appropriate the same.
- 14.7. The parties have also agreed that the Reimbursable Amounts shall be reimbursed to the Owner on or before Launch of the Sale of the Units at the Project and that the Net Sale Proceeds shall be distributed according to the respective shares of the parties therein mentioned in *Clauses 14.1 and 14.2* hereinabove.
- 14.8. The Units (except the "Other Saleable Spaces"), which would remain unsold as on the "Project Completion Date" mentioned in *Clause 8.9* above, would be allocated to the Owner and the Developer in the ratio of their respective allocation mentioned in *Clauses 14.1 and 14.2* above. Accordingly, the Owner shall be entitled to be allocated 22% and the Developer shall be entitled to be allocated 78% of such unsold Units (except the "Other Saleable Spaces"). The "Other Saleable Spaces" which would remain unsold as on the "Project Completion Date", shall solely and exclusively belong to the Developer. The Car Parking which would remain unsold as on the "Project Completion Date" would be sold by the Developer to the Buyers of the unsold units belonging to the Owner and the Developer and in this regard, the Developer herein shall solely and exclusively be entitled to the Sale

Proceeds of the same. Subject to availability, the Developer shall always comply with the Owner's request for sale of Parking Space as aforesaid. The areas and spaces so separately allotted shall be exclusively held by the respective allottees as the absolute Owner with right to sell and appropriate the sale proceeds of the same. The allocation of such unsold units (except the "Other Saleable Spaces"), shall be made in a fair and equitable manner and the same as may be mutually agreed and decided by the parties..

- 14.9. The Developer shall immediately on allocation of the unsold Units (except the "Other Saleable Spaces") as mentioned in *Clause 14.8* above, make over possession of the subject spaces and areas to the Owner. The Owner being so offered, the possession of areas and spaces of the unsold Units (except the "Other Saleable Spaces"), would duly takeover possession as per the letter of possession to be issued by the Developer. Provided however that despite the issuance of possession letter by the Developer, should the Owner fails or neglects to take possession of the areas and spaces of the unsold Units allotted to the Owner, it will be deemed that the Developer has duly made over possession of such areas and spaces of the unsold Units to the Owner.
- 14.10. If in case, the Developer decides to launch the sales of whole or part of the Flats by the process of lottery, then and in such circumstance, the application money and the allotment money shall be received by the Developer separately from the lottery applicants/buyers. After the process of lottery having being completed and after receipt of the allotment amount from the successful applicants/buyers, the Developer would forthwith deposit the application amounts and the allotment amounts so received in the "Joint Escrow Account" and the amount received from the unsuccessful applicants would be refunded back to such applicants along with an interest amount as would be declared for such event before the lottery process by the Developer alone without any obligation or liability upon the Owner. In the event of any amount being forfeited from the lottery applicants/buyers due to any default, the same shall be appropriated by the Developer at its own risks and consequences without any obligation or liability upon the Owner therefor.
- 14.11. In the event of cancellation of booking of Flats and Commercial Units by the intending buyers, the parties hereto would be liable to return the amounts received on account of such bookings in their respective proportion mentioned in *Clauses 14.1 and 14.2* above and the same at the first instance out of the Contingency Fund to be created as per *Clause 15.4* hereunder. Provided however that, in case of cancellation of such bookings being on the grounds of delay or default on the part of the Developer and the intending buyers claiming interest, damages or compensation on account of such delay

or default, the Developer herein shall solely be responsible for payment of such interest, damages or compensation, if any.

**15. ESCROW BANK ACCOUNT:**

- 15.1. A Joint Escrow Bank Account shall be opened by the Developer and the Owner for and on account of the said project and the same with such bank ('ESCROW BANKER') as the Developer and the Owner shall jointly think proper. The Developer and the Owner herein shall jointly operate such Bank Account and all the amounts as may from time to time be received and/or realized towards Net Sale Proceeds including earnest monies, part payments and consideration amounts for and on account of sale or otherwise Transfer/disposal of the Flats and Commercial Units of the Building Complex, subject to the provision in *Clause 14.10* above, shall be deposited in such Joint Escrow Bank Account.
- 15.2. The Escrow Banker would be irrevocably authorised and instructed to disburse and distribute (at the first opportunity) the amounts, which would from time to time be deposited in the Escrow Bank Account in the manner following:-
- (a) Firstly, the Escrow Banker would transfer 2% of the amounts, which may from time to time be deposited in the Escrow Bank Account to a separate specified Bank Account to be jointly operated by the Developer and Owner to provide for refund of the amounts on account of cancellation of bookings/allotments/agreements by the intending Buyers. The amounts so deposited and kept in a separate Bank Account shall be known as "Contingency Fund".
  - (b) Subsequently, the amount which would remain balance in the said Escrow Bank Account after transfer of the amount in separate Joint Bank Account of the parties towards "Contingency Fund" as provided in Clause (a) above, would be transferred in the separate Bank Accounts respectively of the Owner and the Developer in the ratio of 22:78. it is made clear that the Owner's Bank Account shall be entitled to be transferred 22% of such amount and that the Developer's Bank Account shall be entitled to be transferred 78% of such amount;
- 15.3. It is agreed and made clear that the amounts which would be received, realized and recovered by the Developer from the Buyers of the "Flats", "Commercial Units" and "Other Saleable Spaces" towards deposits, extras and other costs, charges and expenses as per *Clause 14.4* above, shall not be deposited in the above Joint Escrow Bank Account but the same shall be

encashed by the Developer in its own Bank Account and further be dealt by the Developer in the manner as it would think proper as provided in *Clause 14.5* hereinabove.

- 15.4. The amounts so deposited and kept in a separate Bank Account shall be known as 'Contingency Fund'. The amount, which would ultimately remain balance in the Contingency Fund shall be distributed between the Owner and the Developer in their agreed ratio of 22:78 mentioned in *Clauses 14.1 and 14.2* above and the same within three months of issuance of Completion Certificate in respect of the Building Complex by the Architect or such other earlier time as may be mutually agreed between the parties. Notwithstanding the creation of the said Contingency Fund as provided in *Clause 15.2(a)* above to ensure refund of the amounts to the intending buyers in case of cancellation of the booking/allotments/agreements by the intending buyers, it shall be the obligation of both the Developer and Owner to ensure timely refund of such amounts from their own sources of fund if required and the same in their respective ratio mentioned in *Clauses 14.1 and 14.2* above.
- 15.5. The parties shall on a quarterly basis (unless any other period is otherwise mutually agreed in writing), reconcile the accounts as regards the Net Sale Proceeds and their respective entitlements in terms thereof and if any party is found to have received more than its entitlement, such party shall pay to the other party the amount in excess so received.
- 15.6. It is also agreed and made clear that the amounts of sale proceeds on account of sale or otherwise disposal of the said "Other Saleable Spaces" shall be obtained separately and the same shall not be deposited in the above Escrow Bank Account but the same shall be encashed by the Developer in its own Bank Account and shall solely be appropriated by the Developer towards Developer's Allocation as provided in *Clause 14.6* above.
- 15.7. The Parties have agreed that the Developer herein shall, after the Owner receiving Rs. 20 Crores in terms of *Clause 16.4* hereto, be entitled to change the said arrangement for transfer and disbursement of the amounts, which would be deposited in the Escrow Bank Account in the manner as provided in *Clause 15.2* above, and the same for and on account of refund to the Developer, the amount of security deposit in the manner as provided in *Clause 16.4* hereunder. Such change shall be valid only till adjustment of the Security Deposit as per *Clause 16.4* hereto.

16. **SECURITY DEPOSIT:**

- 16.1. The Developer herein shall deposit with the Owner an aggregate sum of **Rs.4,01,00,000/- (Rupees Four Crores and One Lakh) Only** as and by way of interest free security deposit and the same would be payable in the manner hereafter stated.
- 16.2. It has been agreed that on the execution of this Agreement the Developer herein shall deposit with the Owner the sum of **Rs.2,01,00,000/- (Rupees Two Crores and One Lakh) Only** towards part payment of the said security deposit amount mentioned in *Clause 16.1* hereinabove.
- 16.3. The balance amount of the said security deposit mentioned in *Clause 16.1* above, being the sum of **Rs. 2,00,00,000/- (Rupees Two Crores) Only** would be paid to the Owner by the Developer within 15(fifteen) days from the issuance of the sanctioned plan by the Serampore Municipality and further on simultaneous deposit of the original documents of title of the "said Premises" with the Escrow Holder..
- 16.4. The Owner shall refund to the Developer the said security deposit amount aggregating the sum of **Rs. 4,01,00,000/- (Rupees Four Crores and One Lakh only)** mentioned above, only after the Owner has received the aggregate sum of **Rs. 20,00,00,000/- (Rupees Twenty Crores only)** towards part of its share in the "Net Sale Proceeds". For clarification it is stated that the Owner will be entitled to receive towards its 22% share in the "Net Sale Proceeds" as per *Clause 14.1* above only to the extent of **Rs. 20,00,00,000/- (Rupees Twenty Crores only)** and the same without any refund towards security deposit payable to the Developer as aforesaid. It is also clarified that after the Owner has received the aggregate sum of **Rs. 20,00,00,000/- (Rupees Twenty Crores only)** out of the "Net Sale Proceeds" as per *Clause 14.1* above, all further amounts which would become payable to the Owner towards its share as per *Clause 14.1* above would be payable to the Developer towards refund of the security deposit amount. It is also made clear that after the Developer herein has duly been refunded, the said security deposit amount in the manner stated above, the Owner shall be entitled to be paid out of the "Net Sale Proceeds" as per *Clause 14.1* above.
- 16.5. For the purpose of *Clause 15.7* above, the Owner herein shall grant Special Power of Attorney authorizing and empowering the Developer and/or its nominee or nominees to deal with the Escrow Banker and further to do all acts, deeds, matters and things for causing necessary change in the arrangement with the Bank for transfer and disbursement of the amounts, which would be deposited in the Joint Escrow Bank Account in the manner



as provided in *Clause 15.2* above and the same limited for the purpose of refund to the Developer in respect of the security deposit amount in the manner as stated in *Clause 16.4* above. Such Special Power of Attorney shall at all times be irrevocable for all purposes for which it is granted until refund of the Security Deposit whereupon the same shall automatically stand revoked.

**17. MORTGAGE:**

- 17.1. The Owner hereby agree, undertake and acknowledge that after the issuance of the Sanctioned Plan, the Developer shall be entitled, to obtain loans and/or advances from the Banks and/or Financial Institutions and/or Housing Finance Companies and/or Non-Banking Financial Companies (NBFCs) as may from time to time be required specifically and only for carrying out and completing the Project and not for any other purpose and the same by creating charge over the Developer's Allocation by deposit of original title deeds of and in respect of the "said Premises" and the same on such terms and conditions as the Developer shall think proper and in this regard, if so required, the "Escrow Holder" shall make available to the Developer the original Title Deeds and documents kept deposited with him as recorded in *Clause 9.9* above, and that on re-payment of the dues of the Bank or Financial Institution, the original title deeds in respect of the "said Premises", which shall be returned by such Bank or Financial Institution would be again deposited with the Escrow Holder.
- 17.2. To enable the Developer to raise finance exclusively for development of the "said Premises" and/or the said plots of land and/or for construction of the proposed building/s, complex, the Owner shall extend its co-operation and assistance as may be required for obtaining such loans and advances from the Banks and/or Financial Institutions and/or Housing Finance Companies and/or Non-Banking Financial Companies (NBFCs) and/or any other financial entity as also for creating charge over the "said Premises" and/or the project. The Owner for such purpose shall grant Power of Attorney, wherein, the Developer and or its nominee or nominees would be empowered to represent the Owner to create charge in favour of the Banks and/or Financial Institutions and/or Housing Finance Companies and/or Non-Banking Financial Companies (NBFCs) and/or any other financial entity. Such Power shall be used by the Developer only when the Owner has failed to execute the finance related documents within 7(Seven) days from such request by the Developer.

- 17.3. The Developer shall solely and exclusively be responsible to repay the loans and advances, which the Developer may obtain as aforesaid as also to pay all interest thereon and charges related thereto and in this regard the Owners shall not be liable or responsible in any manner what so ever.
- 17.4. The Developer shall keep the Owner as also the "said Premises" and/or the said Project absolutely indemnified and harmless against repayment of such loans and advances including interest and all other connected obligations and liabilities and against any loss, damage, cost, claim, demand, action, prosecution or proceeding as may be suffered or incurred by the Owner or any buyer/transferee in the building Complex in this regard.
18. **RATES, TAXES AND MAINTENANCE:**
- 18.1. The Owner herein shall bear and pay the land revenue, Municipal taxes and other rates taxes and outgoings whatsoever concerning or relating to the "said Premises" for the period till the date of execution hereof.
- 18.2. On and from the date of issuance of the sanctioned plan, the Developer herein shall bear and pay the land revenue as also the Municipal taxes and other rates taxes and outgoings whatsoever concerning or relating to the "said Premises" till the Developer complete construction of the said proposed building complex and makes over the Flats, Commercial units and other saleable spaces of the building complex to the buyers and the buyers start paying the same.
- 18.3. On and from the date of completion of the proposed building complex as also making over of possession of the several Flats, Commercial units and other saleable spaces of the building complex to the buyers and/or transferees/, the Buyers/Transferees shall be responsible to bear and pay the land revenue, Municipal taxes and all other rates, taxes and outgoings as also to pay the monthly maintenance and service charges on account of their respective Flats, Commercial units and other saleable spaces.
- 18.4. On and from the date of completion of construction of the said building complex, the Developer shall be responsible to look after, manage and administer the day to day maintenance of the building complex as also maintenance of the common parts, areas, amenities and facilities at the building complex, on the terms and conditions the Developer deems fit and proper, and till the formation of an Association/Syndicate or incorporation of a Company for the purpose.
- 18.5. The Developer shall cause an Association or Syndicate or Limited company to be floated and/or incorporated for the purpose of managing and

maintaining of the common facilities, common areas and amenities at the said building complex. The Developer shall also be responsible to frame the rules, regulations and byelaws of such Management Association/ Syndicate / Company.

**19. CERTAIN DEFAULTS AND CONSEQUENCES:**

- 19.1. In case the Developer fails to construct and complete the Building Complex within completion time as contemplated in *Clause 8.9* above then and in such event, the Developer shall be entitled to a further grace period of 18 (eighteen) months subject to the Developer paying the "delay penalty/amount" and any other liabilities and consequences arising thereof to the Buyers/Transferees of both the Owner and the Developer as may be agreed in the Unit/Flat Transfer Agreement during such extended grace period of 18 (eighteen) months. Provided also that if the Developer still fails to comply with its obligations within such extended grace period of 18 (eighteen) months, then and in such event, the Developer, in addition to the said delay penalty/amount and other liabilities and consequences to be paid by the Developer as aforesaid, shall also pay to the Owner an amount equivalent to the interest on the cost of the pending Construction work to the extent of 22% (percent) of the pending cost of the Construction work in the pending Project as per the prevailing lending rate of State Bank of India and the same till the completion of the project.
- 19.2. None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to conciliation and arbitration as provided in *Clause 25* hereunder. In the event of any default on the part of either Party, the other Party shall be entitled to claim specific performance of this Agreement and also for damages and the Parties agree that the Arbitration Tribunal shall be empowered to award specific performance and additionally also to award damages and other such reliefs.

**20. MISCELLANEOUS:**

- 20.1. The Owner and the Developer have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed or construed to be a partnership and/or joint venture between the Developer and the Owner nor shall the parties hereto constitute an Association of persons.
- 20.2. Nothing in these presents shall be construed as a sale, transfer or assignment or conveyance in law by the Owner of the "said Premises" or any part thereof to the Developer, or as creating any right title or interest in respect

thereof in favour of the Developer, save the right to undertake development as per this Agreement.

- 20.3. The proposed building complex to be erected by the Developer in or upon the land comprised in the "said Premises" shall be named with such name as may be mutually agreed and decided. Provided however that the name of the building shall bear the word "EDEN" / "EDENREALTY", which is the brand logo of the Developer.
- 20.4. On completion of the development of the "said Premises" and construction of the said building complex as also distribution and payment of the sale proceeds between the Owner and the Developer of the owner's allocation and the Developer's allocation respectively mentioned in *Clauses 14.1 and 14.2* above and allocation and delivery of unsold areas as mentioned in *Clauses 14.8 and 14.9* above, this Agreement shall stand fulfilled.
- 20.5. The Owner and the Developer hereby agree and undertake to sign and execute all other deeds and documents for smooth implementation of this Agreement, as and when so required.
- 20.6. The Owner and/or their respective directors and authorized representatives shall at all times be entitled to view, inspect and supervise the development work and/or construction of the building complex at the "said Premises" and further to make quarterly review of the project as provided in *Clause 9.5* hereinabove.
- 20.7. Neither of the parties hereto shall be entitled to dispute the legality and/or enforceability and/or validity of this Agreement and/or any of the terms herein recorded.
- 20.8. At all times hereafter the Developer hereto shall indemnify and agree to keep the Owner, saved, harmless and indemnified in respect of all losses, damages, costs, claims, demands, actions, proceedings, liabilities, fines, penalties or other consequences (whether criminal civil or revenue) suffered or incurred by the Owner and arising due to any delay or default of the Developer in complying with the terms and conditions hereof.
- 20.9. Any Goods and Service Tax or other impositions and taxes relating to development and construction of the Building Complex and in respect of implementation of this transaction shall be borne and paid by the Developer.
21. **NOTICES:**
  - 21.1. **Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally or sent by

registered post with acknowledgement due to the proper address and for the attention of the relevant Party (or such other address as is notified in the manner mentioned in this Clause by each Party from time to time). The Owner shall address all such notices and other written communications to **Sri Arya Sumant**, the Managing Director of the Developer and the Developer shall address all such notices and other written communications to **Sri. Pradeep Kumar Todi**, the authorized representative of the Owner.

- 21.2. **Time of Service:** Any such notice or other written communication shall be deemed to have been served (1) if delivered personally, at the time of delivery (2) if sent by registered post, on the 4<sup>th</sup> day of handing over the same to the postal authorities.
- 21.3. **Proof of Service:** In proving such service it shall be sufficient to prove that personal delivery was made or in the case of registered post, that such notice or other written communication was properly addressed and delivered to the postal authorities.
- 21.4. **Electronic Mail:** Save and except as provided in *Clause 13.2* above, any notice sent by way of electronic mail (e-mail) shall be considered not to have been served.

**22. DOCUMENTATION:**

- 22.1. All agreements, contracts, deeds, documents for the sale or otherwise disposal of the units at the building complex shall be identical containing the similar terms and conditions as may be decided by the Developer in consultation with the Owner.
- 22.2. All deeds, documents, Agreements and papers as may from time to time be required to be prepared in pursuance of this Agreement including those for sale and/or otherwise disposal of the Flats, Commercial units and other saleable spaces of the building complex shall be prepared by **Messrs B.K. Jain & Co., Solicitors & Advocates (Project Advocate)** and the same shall be strictly in accordance with the agreed terms under this agreement.

**23. ENTIRE AGREEMENT:**

- 23.1. This Agreement records all the terms, conditions, understandings, representations, and declarations by and between the parties, oral or in writing with regard to the subject matter hereof.
- 23.2. This Agreement is a culmination of the discussions and negotiations between the parties and constitutes the final bargain between them and all rights and obligations with respect to the "said Premises" and/or development thereof

as also construction of the proposed building complex thereat shall be governed only by this Agreement. No offer, counter offer or communication made or exchanged between the parties, contrary to or inconsistent herewith, prior to this Agreement shall bind the parties.

**24. AMENDMENTS:**

- 24.1. No modification or amendment of this Agreement nor waiver of the terms or conditions herein recorded shall be binding, unless made specifically in writing by the parties.

**25. SEVERABILITY:**

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

**26. ARBITRATION AND CONCILIATION:**

- 26.1. In case of there being any dispute or difference or misunderstanding by and between the parties hereto concerning or relating to or arising out of this agreement and/or interpretation of this agreement or any of the clauses herein recorded and/or the completion of the transaction as per this agreement, the parties would hold joint meetings and make all possible efforts to conciliate and/or settle such disputes and/or differences and/or misunderstandings mutually.
- 26.2. In the event the parties hereto being not able to amicably clarify the confusions and/or misunderstandings and/or to mutually resolve the disputes and/or differences as provided hereinabove, all disputes and differences by and between the parties hereto concerning or relating to or arising out of this Agreement or with regard to interpretation of this Agreement or any of the clauses herein recorded and/or the respective claims of the parties, the same shall be referred to the sole Arbitrator to be nominated by the parties for final adjudication as per the provisions of the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall have summary power but shall be required to record the reasons awards.

**27. JURISDICTION:**

- 27.1. The Court at Calcutta shall exclusively have the Jurisdiction to entertain, try and determine all matters concerning or relating to or arising out of this Agreement.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**“said Premises”**

All That the pieces or parcels of **Plots of Land** containing by measurement an area of **9.06 Acres** be the same a little more or less **Together With Tile Shed** structure measuring about **1070 Square Feet** lying and situated lying at and comprised in several **L.R. Dag Nos: 2528, 2573, 2597(P), 2596(P), 2575, 2594(P), 2593(P), 2590(P), 2585(P), 2582, 2583, 2584, 2581, 2580, 2579, 2578, 2504, 2503, 2502, 2501, 2577, 2576, 2574, 2643, 2642** under **Khatian No.11337** (formerly Old Khatian No.6559) within **Mouza - Mahesh, J.L. No.15** being divided and demarcated portion of **Municipal Premises No. 29, Kanailal Goswami Sarani**, under **Ward No.17** of the **Serampore Municipality, P.O. & P.S. Serampore, PIN - 712201, District - Hooghly, West Bengal** and the same shown and delineated in **RED** borders in the map or plan marked **“X”** annexed hereto. The “said Premises is butted and bounded in the manner as follows:-

- |                     |  |
|---------------------|--|
| <b>On the North</b> | <b>: By R.S. Dag Nos. 2457, 2456, 2342, 2485 and others;</b> |
| <b>On the East</b>  | <b>: By 25 Feet wide Municipal Road;</b>                     |
| <b>On the South</b> | <b>: By R.S. Dag Nos. 2485, 2484, 2615 and 2626;</b>         |
| <b>On the West</b>  | <b>: By Kanailal Goswami Sarani;</b>                         |

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**Specifications**

- **Structure**  
RCC framed structure on Pile Foundation incorporating Earthquake Resistant Design as per relevant IS Code. Aerated Concrete Block for both external and internal walls.
- **Exteriors**

Cement plaster; Cement based painting over water repellent coating.

- **Flooring**

Vitrified/Rectified tiles in Bedrooms, Living/Dining, and lobbies on all floors.

- **Interiors**

Putty punning inside flats; OBD painting over Putty punning in common areas and lobbies

- **Kitchen**

Anti-skid ceramic Tiles on floor; Cuddapah Kitchen counter; Stainless Steel sink, Glazed Ceramic Tiles dado on the walls above Kitchen counter; CP fittings of reputed make.

- **Toilets**

Anti-skid ceramic Tiles on floor; Glazed Ceramic Tiles dado on the walls; Ceramic wash basins; European WC and CP fittings of reputed make.

- **Doors**

Wooden Door Frames; Solid core Flush Shutters for main entrance door with night latch and magic eye; Outside finish: Polished Teak Veneer, Inside: paint finish. Painted Wooden Door Frames; Solid Core Flush shutters for all internal doors with paint finish.

- **Windows**

Anodised Aluminium Frames with fully glazed shutters.

- **Stairs**

Indian Patent Stone Flooring; MS railing.

- **Roof**

Properly waterproofed.

- **Lift Facia**

Vitrified Tiles with Granite / marble in ground floor lobby.

- **Electrical**



Concealed insulated Aluminium wiring with switches of reputed make; AC points in master bedroom; Geyser points in master bathroom; Exhaust Fan points in all Bathrooms and Kitchens; Conduiting for Cable TV.

- **Plumbing**

Internal concealed plumbing.

- **Power Back-up**

Emergency power backup for Common Area Lighting and Four lifts. 500w back up in each flat.

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

SIGNED SEALED AND DELIVERED

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

*Sau Sanku Sharma*

Vaibhav Thapar  
17/1D, Alipore Road, Kol-27

For PYRAMID ENCLAVE PVT. LTD.

*[Signature]*

Director

SIGNED SEALED AND DELIVERED

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

*Sau Sanku Sharma*  
5C, P.K. Mukherjee Rd, Kol-2

Vaibhav Thapar.

EDEN REALTY VENTURES PVT. LTD.

*[Signature]*  
Director

*[Signature]*  
Prepared & Drafted By:

B. K. Jain & Co. (Advocates)  
6A, K. S. Roy Road, Kolkata-700001  
Sandeep Jain, Advocate  
Enrolment No. F-961/1373/96.

Received of and from the within named Developer the within mentioned amount of Security Deposit as per the Memorandum hereunder written. ....

Rs.2,01,00,000.00

(Rupees Two Crores One Lakh) Only;

### MEMORANDUM

By Manager's Cheque bearing No. 020955 dated 13.03.2018 drawn on HDFC Bank, India Exchange Place Branch, Kolkata in favour of the Owner for .....

Rs. 2,01,00,000.00

(Rupees Two Crores One Lakh) Only;

Witness:

*Abhishek Sharma*

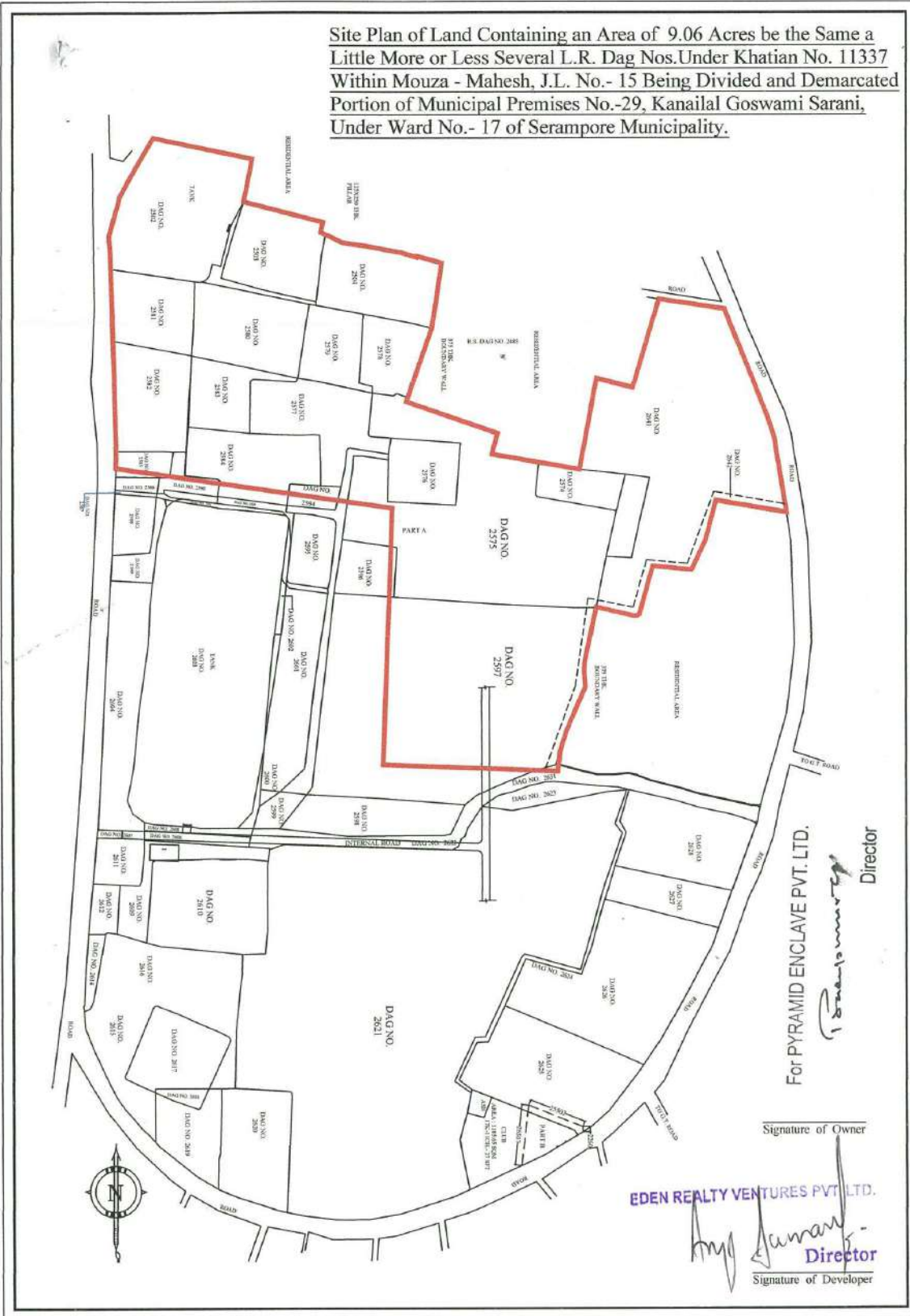
*Vaibhav Jha*

For PYRAMID ENCLAVE PVT. LTD.

*Rajendra*

Director

Site Plan of Land Containing an Area of 9.06 Acres be the Same a Little More or Less Several L.R. Dag Nos. Under Khatian No. 11337 Within Mouza - Mahesh, J.L. No.- 15 Being Divided and Demarcated Portion of Municipal Premises No.-29, Kanailal Goswami Sarani, Under Ward No.- 17 of Serampore Municipality.



For PYRAMID ENCLAVE PVT. LTD.

Director












Signature of Owner



EDEN REALTY VENTURES PVT. LTD.

Director

Signature of Developer

## SPECIMEN FORM FOR TEN FINGERPRINTERS

| Sl. No. | Signature of the executants/and/ or purchaser Presentants  | Little  | Ring  | Middle<br>(Left Hand)   | Fore  | Thumb   |
|---------|--|---|---|---|---|---|
|         | <br><i>Pranav Kumar</i> |  |  |  |  |  |
|         |  | <b>Thumb</b>  | <b>Fore</b>   | <b>Middle<br/>(Right Hand)</b>  | <b>Ring</b>   | <b>Little</b>   |
|         |  |  |  |  |  |  |

| Sl. No. | Signature of the executants/and/ or purchaser Presentants  | Little  | Ring  | Middle<br>(Left Hand)   | Fore  | Thumb   |
|---------|--|---|---|---|---|---|
|         | <br><i>Aravind Kumar</i> |   |   |   |   |   |
|         |  | <b>Thumb</b>  | <b>Fore</b>   | <b>Middle<br/>(Right Hand)</b>  | <b>Ring</b>   | <b>Little</b>   |
|         |  |  |  |  |  |  |

| Sl. No. | Signature of the executants/and/ or purchaser Presentants | Little       | Ring        | Middle<br>(Left Hand)          | Fore        | Thumb         |
|---------|---|--------------|-------------|--------------------------------|-------------|---------------|
| 3       |   |              |             |                                |             |               |
|         |   | <b>Thumb</b> | <b>Fore</b> | <b>Middle<br/>(Right Hand)</b> | <b>Ring</b> | <b>Little</b> |
|         |   |              |             |                                |             |               |







Government of West Bengal


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

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

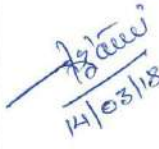
Signature / LTI Sheet of Query No/Year 19030000372883/2018


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

| Sl No. | Name of the Executant   | Category  | Photo   | Finger Print  | Signature with date  |
|--------|---|---|---|---|--|
| 1      | Master Pradeep Kumar<br>Todi 261, Lake Town,<br>Block-B, South Dum<br>Dum, P.O:- Sreebhumi,<br>P.S:- Lake Town,<br>District:-North 24-<br>Parganas, West Bengal,<br>India, PIN - 700089   | Represent<br>ative of<br>Land Lord<br>[MESSRS<br>PYRAMID<br>ENCLAVE<br>PRIVATE<br>LIMITED ]             |    | 963<br>   | <br>8/02/2018                 |
| 2      | Shri Arya Sumant Flat<br>No. 7, 3rd Fl., 13,<br>Loudon St., National<br>Court Circus Avenue,<br>P.O:- Shakespeare<br>Sarani, P.S:-<br>Shakespeare Sarani,<br>Kolkata, District:-Kolkata,<br>West Bengal, India, PIN<br>- 700018 | Represent<br>ative of<br>Developer<br>[MESSRS<br>EDEN<br>REALTY<br>VENTURE<br>S<br>PRIVATE<br>LIMITED ] |  | 970<br> | <br>8/02/2018<br>Presentant |

  
Additional Registrar of  
Assurances III Kolkata

14 MAR 2018

| Sl No. | Name and Address of identifier   | Identifier of                                  | Signature with date   |
|--------|--|--|---|
| 1      | Mr Sandeep Jain<br>Son of B.K. Jain<br>6A, K.S. Roy Road, P.O:- G P O,<br>P.S:- Hare Street, Kolkata, District:-<br>Kolkata, West Bengal, India, PIN -<br>700001 | Master Pradeep Kumar Todi, Shri Arya<br>Sumant | <br>14/03/18 |



(Malay Kanti Das)  
ADDITIONAL REGISTRAR  
OF ASSURANCE  
OFFICE OF THE A.R.A. -  
III KOLKATA  
Kolkata, West Bengal

Additional Registrar of  
Assurances III Kolkata

14 MAR 2018

~~~~~  
DATED THIS 14<sup>th</sup> DAY OF MARCH 2018  
~~~~~

BETWEEN

PYRAMID ENCLAVE PRIVATE LIMITED

..... OWNER

AND

EDEN REALTY VENTURES PRIVATE LIMITED

..... PURCHASER

JOINT DEVELOPMENT AGREEMENT

Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 19-201718-019464199-1 Payment Mode Online Payment  
GRN Date: 13/03/2018 12:19:58 Bank: HDFC Bank  
BRN: 473523806 BRN Date: 13/03/2018 12:20:30

DEPOSITOR'S DETAILS

Id No. : 19030000372883/2/2018  
[Query No./Query Year]  
Name : EDEN REALTY VENTURES PVT LTD  
Contact No. : Mobile No. : +91 8336001194  
E-mail :  
Address : 7 J L NEHRU ROAD KOLKATA 700013  
Applicant Name : Mr Sandeep Jain  
Office Name :  
Office Address :  
Status of Depositor : Buyer/Claimants  
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

| Sl. No | Identification No.    | Head of A/C Description                  | Head of A/C        | Amount [₹] |
|--------|-----------------------|--|--------------------|------------|
| 1      | 19030000372883/2/2018 | Property Registration- Stamp duty        | 0030-02-103-003-02 | 74971      |
| 2      | 19030000372883/2/2018 | Property Registration- Registration Fees | 0030-03-104-001-18 | 201105     |

In Words : Rupees Two Lakh Seventy Six Thousand Seventy Six only  
Total 276076



### Major Information of the Deed

|  |   |   |            |
|--|---|---|------------|
| Deed No:   | I-1903-00551/2018   | Date of Registration                    | 15/03/2018 |
| Query No / Year:   | 1903-0000372883/2018  | Office where deed is registered         |            |
| Query Date   | 07/03/2018 1:27:46 PM   | A.R.A. - III KOLKATA, District: Kolkata |            |
| Applicant Name, Address & Other Details                      | Sandeep Jain<br>6A, K.S. Roy Road, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9874673130, Status : Advocate |   |            |
| Transaction  | Additional Transaction  |   |            |
| [0110] Sale, Development Agreement or Construction agreement | [4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,01,00,000/-]         |   |            |
| Set Forth value  | Market Value  |   |            |
| Rs. 4,01,00,000/-  | Rs. 43,95,94,013/-  |   |            |
| Stamp duty Paid (SD)   | Registration Fee Paid   |   |            |
| Rs. 75,071/- (Article:48(g))                                 | Rs. 2,01,105/- (Article: E, E, B, M(a), M(b), I)  |   |            |
| Remarks  | Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip. (Urban area)   |   |            |

#### Land Details :

District: Hooghly, P.S:- Serampur, Municipality: SERAMPORE, Road: K. L. Goswami Street, Road Zone : (Holding located on main road -- Holding located on main road), Mouza: Shirampur, Premises No. 29, Ward No: 17

| Sch No               | Plot Number | Khatian Number | Land Use Proposed | Use ROR | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details       |
|----------------------|-------------|----------------|-------------------|---------|--------------|-------------------------|-----------------------|---------------------|
| L1                   | LR-2528     | LR-11337       | Bastu             | Bastu   | 9.06 Acre    | 4,00,90,000/-           | 43,92,73,013/-        | Property is on Road |
| <b>Grand Total :</b> |             |                |                   |         | 906Dec       | 400,90,000 /-           | 4392,73,013 /-        |                     |

#### Structure Details :

| Sch No  | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details             |
|---|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1  | On Land L1        | 1070 Sq Ft.       | 10,000/-                | 3,21,000/-            | Structure Type: Structure |
| Gr. Floor, Area of floor : 1070 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete |                   |                   |                         |                       |                           |
| <b>Total :</b>  |                   | 1070 sq ft        | 10,000 /-               | 3,21,000 /-           |                           |

#### Land Lord Details :

| Sl No | Name, Address, Photo, Finger print and Signature   |
|-------|--|
| 1     | <b>MESSRS PYRAMID ENCLAVE PRIVATE LIMITED</b><br>P-16, Kalakar Street, P.O:- Kalakar Street, P.S:- Posta, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700007, PAN No.:: AAACP3545N, Status :Organization, Executed by: Representative, Executed by: Representative |

Major Information of the Deed :- I-1903-00551/2018-15/03/2018

**Developer Details :**

| Sl. No. | Name,Address,Photo,Finger print and Signature  |
|---------|--|
| 1       | <b>MESSRS EDEN REALTY VENTURES PRIVATE LIMITED</b><br>Metropolitan Building, 7, Jawahar Lal Nehru Road, P.O:- Park Street, P.S:- Park Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700013 , PAN No.:: AAACL9697H, Status :Organization, Executed by: Representative |

**Representative Details :**

| Sl. No. | Name,Address,Photo,Finger print and Signature   |
|---------|---|
| 1       | <b>Master Pradeep Kumar Todi</b><br>Son of Hari Prasad Todi 261, Lake Town, Block-B, South Dum Dum, P.O:- Sreebhumi, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700089, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ABMPT7500P Status : Representative, Representative of : MESSRS PYRAMID ENCLAVE PRIVATE LIMITED (as Director)  |
| 2       | <b>Shri Arya Sumant (Presentant )</b><br>Son of Shri Sachchidanand Rai Flat No. 7, 3rd Fl., 13, Loudon St., National Court Circus Avenue, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700018, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BYMPS8658 Status : Representative, Representative of : MESSRS EDEN REALTY VENTURES PRIVATE LIMITED (as Director) |

**Identifier Details :**

| Name & address   |  |
|--|--|
| Mr Sandeep Jain<br>Son of B.K. Jain<br>6A, K.S. Roy Road, P.O:- G P O, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Master Pradeep Kumar Todi, Shri Arya Sumant |  |
|  |  |

**Transfer of property for L1**

| Sl.No | From                                   | To. with area (Name-Area)                           |
|-------|--|---|
| 1     | MESSRS PYRAMID ENCLAVE PRIVATE LIMITED | MESSRS EDEN REALTY VENTURES PRIVATE LIMITED-906 Dec |

**Transfer of property for S1**

| Sl.No | From                                   | To. with area (Name-Area)                                       |
|-------|--|---|
| 1     | MESSRS PYRAMID ENCLAVE PRIVATE LIMITED | MESSRS EDEN REALTY VENTURES PRIVATE LIMITED-1070.00000000 Sq Ft |

Major Information of the Deed :- I-1903-00551/2018-15/03/2018

**Endorsement For Deed Number : I - 190300551 / 2018**

**On 14-03-2018**

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

Presented for registration at 20:00 hrs on 14-03-2018, at the Private residence by Shri Arya Sumant ,

**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 43,95,94,013/-

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

Execution is admitted on 14-03-2018 by Master Pradeep Kumar Todi, Director, MESSRS PYRAMID ENCLAVE PRIVATE LIMITED, P-16, Kalakar Street, P.O:- Kalakar Street, P.S:- Posta, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700007

Identified by Mr Sandeep Jain, , Son of B.K. Jain, 6A, K.S. Roy Road, P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 14-03-2018 by Shri Arya Sumant, Director, MESSRS EDEN REALTY VENTURES PRIVATE LIMITED, Metropolitan Building, 7, Jawahar Lal Nehru Road, P.O:- Park Street, P.S:- Park Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700013

Identified by Mr Sandeep Jain, , Son of B.K. Jain, 6A, K.S. Roy Road, P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate



**Malay Kanti Das**

**ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - III KOLKATA**

**Kolkata, West Bengal**

**On 15-03-2018**

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

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

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 2,01,105/- ( B = Rs 2,01,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 2,01,105/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/03/2018 12:20PM with Govt. Ref. No: 192017180194641991 on 13-03-2018, Amount Rs: 2,01,105/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 473523806 on 13-03-2018, Head of Account 0030-03-104-001-16

Major Information of the Deed :- I-1903-00551/2018-15/03/2018


**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 74,971/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 348348, Amount: Rs.100/-, Date of Purchase: 07/03/2018, Vendor name: G C Saha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/03/2018 12:20PM with Govt. Ref. No: 192017180194641991 on 13-03-2018, Amount Rs: 74,971/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 473523806 on 13-03-2018, Head of Account 0030-02-103-003-02



**Malay Kanti Das**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - III KOLKATA**  
**Kolkata, West Bengal**

Major Information of the Deed :- I-1903-00551/2018-15/03/2018

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आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

EDEN REALTY VENTURES PRIVATE  
LIMITED



21/02/2003

Permanent Account Number

AAACL9697H

16072012

इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटारें :  
आयकर पैन सेवा इकाई, एन एस डी एल  
तीसरी मंजरील, सफायर चेंबर्स,  
बानेर टेलिफोन एक्सचेंज के नजदीक,  
बानेर, पुना - 411 045.

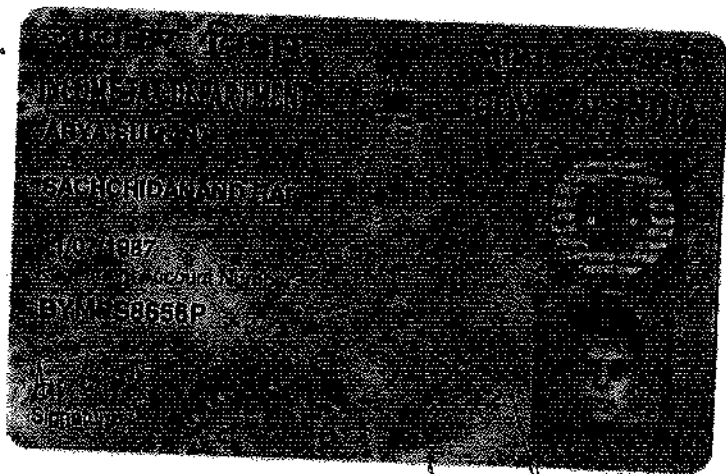
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Income Tax PAN Services Unit, NSDL  
3rd Floor, Sapphire Chambers,  
Near Baner Telephone Exchange,  
Baner, Pune - 411 045.

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

EDEN REALTY VENTURES PVT. LTD.

  
Director



*by [signature]*



भारत सरकार  
Unique Identification Authority of India

Enrolment No.: 1325/13507/45730

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

Download Date: 21/04/2017

Generation Date: 21/04/2017

Signature valid



आपका आधार क्रमांक / Your Aadhaar No. :

**4138 7452 7253**

मेरा आधार, मेरी पहचान



भारत सरकार  
Government of India



Arya Sumant

DOB: 11/07/1987  
MALE



**4138 7452 7253**

मेरा आधार, मेरी पहचान



Government of India

AADHAAR

सूचना

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

**INFORMATION**

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

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



भारत सरकार  
Unique Identification Authority of India

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

**4138 7452 7253**



1047

help@uidai.gov.in

www.uidai.gov.in

*Arya Sumant*



For PYRAMID ENCLAVE PVT. LTD.

*Pradyumn*

Director

For PYRAMID ENCLAVE PVT. LTD.

*Pradyumn*

Director





आयकर विभाग  
INCOME TAX DEPARTMENT  
PRADEEP KUMAR TODI

HARI PRASAD TODI

22/05/1959

ABMPT7500P

*Praadeep Kumar Todi*

भारत सरकार  
GOVT. OF INDIA



15012015

*Praadeep Kumar Todi*  
*Praadeep Kumar Todi*

इस कार्ड के खोने / गाने पर कृपया सूचित करें / लौटाने :  
आयकर पैन सेवा इकाई, एन एस डी एल  
5 वीं मंजिल, मंत्री स्टडींग, प्लॉट नं. 341, सर्वे नं. 997/8,  
मोडल कॉलोनी, नज़्द बंगला चौक के पास,  
पुणे - 411 016.

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Income Tax PAN Services Unit, NSDL  
5th floor, Mantri Sterling,  
Plot No. 341, Survey No. 997/8,  
Model Colony, Near Deep Bungalow Chowk,  
Pune - 411 016.  
Tel: 91-20-2721 8000, Fax: 91-20-2721 8081  
e-mail: [nsdl@nsdl.co.in](mailto:nsdl@nsdl.co.in)


**ভারত সরকার**  
**Government of India**


প্রদীপ কুমার টোডি  
 Pradheep Kumar Todt  
 পিতা : হরি প্রসাদ টোডি  
 Father : HARI PRASAD TODT  
 জন্মতারিখ / DOB : 22/05/1969  
 পুরুষ / Male

**2759 2972 5629**



স্বাক্ষর - সাধারণ মানুষের অধিকার

*Pradheep Kumar Todt*  
*Pradheep Kumar Todt*


**ভারতীয় একমুখ পাতনমণ্ডল**  
**Unique Identification Authority of India**

**ঠিকানা:**  
 261রক বি, লেক টাউন, সাউথ  
 দমদম (এম), পশ্চিমবঙ্গ, উত্তর  
 ২৪ পরগনা, পশ্চিমবঙ্গ, 700089

**Address:**  
 261 BLOCK- B, LAKE TOWN,  
 South Dum Dum (M), Lake Town,  
 North 24 Parganas, West Bengal,  
 700089

**2759 2972 5629**

  
 1817  
 1800 300 1817
 

  
 help@uidai.gov.in
 

  
 www.uidai.gov.in

*Pradheep Kumar Todt*  
*Pradheep Kumar Todt*

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2018, Page from 27204 to 27261

being No 190300551 for the year 2018.



Digitally signed by MALAY KANTI DAS  
Date: 2018.03.19 15:58:41 +05:30  
Reason: Digital Signing of Deed.

(Malay Kanti Das) 19-Mar-18 3:58:22 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - III KOLKATA  
West Bengal.

(This document is digitally signed.)

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