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Certified that the Endorsement Sheet's and the Signature Sheet's attached to this document are part of the Document.

M/s Anita Enterprise
Managing Partner

ESHA INVESTMENT AND TRADING PVT. LTD
Director

Additional District Sub-Registrar
BURDWAN.

24 APR 2019

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made at **KOLKATA** on

this **21st** Day of April of 2019

BETWEEN

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11/04/19

সংখ্যা নং

কর্তৃপক্ষের নাম

Esha Investment & Trading Pvt Ltd

ঠিকানা

Kathaha

স্থান

কর্তৃপক্ষের ১মঃ প্রধান কর্মচারী হইতে প্রাপ্ত বর্ণিত

04 APR 2019

পত্র

প্রাপ্তি তারিখ - ০৪/০৪/১৯

কোর্ট কন্সট্রাক্ট : ১৯১৩
সিটিজেন নং - ১৯১৩

M/s. Anita Enterprise

Managing Partner



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M/s. Anita Enterprise

Managing Partner



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ESHA INVESTMENT AND TRADING PVT. LTD.

Director

Additional District Sub-Registrar
BURDWAN

23 APR 2019

Anwarul Karim

2.No. Ghajipanchowry
Thyapanchowry, Burdwan
Burdwan - 731104


M/s Anita Enterprise
Managing Partner


ESHA INVESTMENT AND TRADING PVT. LTD.
Directors

M/S. ANITA ENTERPRISE (A Partnership Firm within the meaning of Indian Partnership Act, 1932) (PAN: AADFA9462H), having its registered Office at 53C/1, Dr. S.C. Banerjee Road, P.S. Beliaghata, Kolkata-700010 and having its Branch Office at 7,G.T. Road (East), P.O. & P.S. Barddhaman, Dist. Purba Barddhaman, Pin-713103 and has its Principal place of Business at Anita Cinema, Anita Cinema Lane, P.O. & P.S. Barddhaman, Dist. Purba Barddhaman, Pin-713101 and represented by its Managing cum Representative Partner namely **Sri Monoranjan Mondal**, (PAN: AFGPM8993P) Son of Late Gour Chand Mondal, by faith Hindu, by occupation Business, permanent resident of 7, G.T. Road (East), P.O. & P.S. Barddhaman, Dist. Purba Barddhaman, Pin-713103 and presently residing at 53C/1, Dr. S.C. Banerjee Road, P.S. Beliaghata, Kolkata-700010; *hereinafter called and referred as the **OWNER** (which express or shall unless excluded his/its respective heirs, executors, administrators, legal representative and assigns) of the **FIRST PART/ONE PART.***

AND

ESHA INVESTMENT & TRADING PVT LTD. (A Private Limited Company being registered as per Indian Companies Act, 1956) (PAN: AABCE1259P) having its registered office at 16, Ganesh Chandra Avenue, 7th Floor Kolkata-700013, represented by its Director namely **Mr. Kuldeep Jaiswal**, (PAN: ACVPJ4561C) S/o Late K.N. Jaiswal, by faith Hindu, by occupation Business, having Office at 16, G.C Avenue, Kolkata, Pin-700013, *hereinafter referred to and called as the **'DEVELOPER'** (which terms or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its Directors, Successors-in-Office, legal heirs/heirss, executors, administrators, legal representatives and assigns) of the **SECOND PART/ OTHER PART.***



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Sub-Registrar
BURDWAN

23 APR 2019


Ms. Anita Enterprise
Managing Partner


ESHA INVESTMENT AND TRADING PVT. LTD.
Director

HISTORY OF OWNERSHIP

M/S. ANITA ENTERPRISE (A Partnership Firm within the meaning of Indian Partnership Act, 1932), having its registered Office at 53C/1, Dr. S.C. Banerjee Road, P.S. Beliaghata, Kolkata-700010 and having its Branch Office at 7, G.T. Road (East), P.O. & P.S. Barddhaman, Dist. Purba Barddhaman, Pin-713103 and has its Principal place of Business at Anita Cinema, Anita Cinema Lane, P.O. & P.S. Barddhaman, Dist. Purba Barddhaman, Pin-713101 and represented by its Managing cum Representative Partner namely **Sri Monoranjan Mondal**, Son of Late Gour Chand Mondal, by faith Hindu, by occupation Business, permanent resident of 7, G.T. Road (East), P.O. & P.S. Barddhaman, Dist. Purba Barddhaman, Pin-713103 and presently residing at 53C/1, Dr. S.C. Banerjee Road, P.S. Beliaghata, Kolkata-700010 is the absolute owner of the property being commonly known as "Anita Cinema" (Previously known as Arati Cinema) situated at Anita Cinema Lane and having constructed area of 20,405 Sq. Ft. (inclusive of RCC Covered and Asbestos Shed Covered Area) and comprising in R.S. Dag Nos. 3186/3263, R. S. Khatian No. 1468, L. R. Dag No. 3407, L.R. Khatian No. 8006 having Land Area of 0.478 Acres i.e., 47.80 Decimals in J.L. No. 39 at Mouza-Radhanagar, Nature: "Kristi Bhawan" appertaining to Municipal Holding Nos. 83 and 84 (Previously having Holding Nos. 55 and 56) which is now amalgamated to a single Holding No. 83, Ward No. 34, Mahalla: B.C. Road within the limit of Burdwan Municipality, Police Station: Burdwan, District: Purba Barddhaman and the said Partnership Firm has been enjoying the mantle and title of ownership and also has been enjoying the possessory rights in respect of the said property for more than 30 Years without the intervention of any Third Party. The said Firm being **M/S. ANITA ENTERPRISE** (A Partnership Firm within the meaning of Indian Partnership Act, 1932), having its registered Office at

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Assistant District Registrar
BUDWAM

23 APR 2019

M/s. Anita Enterprises
Managing Partner

ESHA INVESTMENT AND TRADING P. L. D.
Director

53C/1, Dr. S.C. Banerjee Road, P.S. Beliaghata, Kolkata-700010 and having its Branch Office at 7, G.T. Road (East), P.O. & P.S. Barddhaman, Dist. Purba Barddhaman, Pin-713103 and has its Principal place of Business at Anita Cinema, Anita Cinema Lane, P.O. & P.S. Barddhaman, Dist. Purba Barddhaman, Pin-713101 and represented by its Managing cum Representative Partner namely **Sri Monoranjan Mondal**, Son of Late Gour Chand Mondal, by faith Hindu, by occupation Business, permanent resident of 7, G.T. Road (East), P.O. & P.S. Barddhaman, Dist. Purba Barddhaman, Pin-713103 and presently residing at 53C/1, Dr. S.C. Banerjee Road, P.S. Beliaghata, Kolkata-700010, has purchased the said Property from one Registered Private Limited Company namely "Mahamaya Company Private Limited" having registered office at 44/A, Sreegopal Mullick Lane, Kolkata-12 which was represented by its then Directors namely 1) Sri Prafulla Kumar Dey and 2) Sri Anil Kumar Dey both sons of Late Charu Chandra Dey, resident of Charu Sadan, Nutanganj, P.S. & Town: Burdwan, District: Barddhaman which by virtue of 3 (Three) Registered Deeds of Sale being Deed No. I-6885 for 1988 [registered in Book No. I, Volume No. 193, Page Nos. 300 to 309 registered at the Office of the R.A. Calcutta (now ARA, Kolkata)] and being Deed No. I-6886 for 1988 [registered in Book No. I, Volume No. 195, Page Nos. 41 to 48 registered at the Office of the R.A. Calcutta (now ARA, Kolkata)] and being Deed No. I-6887 for 1988 [registered in Book No. I, Volume No. 195, Page Nos. 49 to 57 registered at the Office of the R.A. Calcutta (now ARA, Kolkata)]. After the said purchase the present Owner Partnership Firm, mutated and recorded its name in the LRROR by virtue of Certificate of Mutation vide Memo No. 3024 at Burdwan issued by BLLRO, Burdwan Sadar on 13/08/1992 against Mutation Case No. 154/92 at BLLRO, Burdwan Sadar and initially the name of the present Firm was recorded in respect of R.S. Plot No. 3186/3263 appertaining to R.S. Khatian

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**Additional District Sub-Registrar
BURDWAN**

23 APR 2019

M/s Anita Enterprise
Managing Partner

ESHA INVESTMENT AND TRADING PVT. LTD.
Director

No. 1468 but subsequently it's name was recorded in the L.R. Plot No. 3407 appertaining to L.R. Khatian No. 8006 having Land Area of 0.478 Acres i.e., 47.80 Decimals in J.L. No. 39 at Mouza-Radhanagar within the limit Police Station: Burdwan, District: Purba Barddhaman. Afterwards the said present Owner Partnership Firm, recorded it's name in the Records of Burdwan Municipality in Municipal Holding No. 83 and in Municipal Holding No. 84 under Ward No. 34, Mahalla: B.C. Road within the limit of Burdwan Municipality, Police Station: Burdwan, District: Purba Barddhaman. Subsequently vide Petition dated 17/06/1988, the present Owner Firm prayed for construction of New Permanent Air-Conditioned Cinema Hall in the name and style of "Anita Cinema" before the Burdwan Municipality and vide Chairman's Order dated 10/05/1988 and vide Memo No.1373/E/VII-4 dated 15/07/1988, the Burdwan Municipality permitted and sanctioned the said Plan submitted by the Owner Firm and subsequently the Owner Firm raised the present construction of 20,405 Sq. Ft. (inclusive of RCC Covered and Asbestos Shed Covered Area) being commonly known as "Anita Cinema" and subsequently now amalgamated it's 2 (Two) Holding Numbers to a single Holding No. 83. Be it mentioned here that the District Magistrate of Burdwan issued one NoC vide Memo No. 1695/R.M dated 29/12/2011 to the Owner Firm namely **M/S. ANITA ENTERPRISE** for commercial exploitation of the said land whereas M/S. Anita Enterprise surrendered the permanent cinema license to the District Magistrate of Burdwan on 16/08/2005. After obtaining the NoC from the District Magistrate, Burdwan the said M/s Anita Enterprise is free to exploit the said land in any commercial purposes other than the cinema hall and subsequently the said **M/S. ANITA ENTERPRISE** closed the said cinema hall and now it is completely closed and abandoned. Subsequently the present Owner Firm has been possessing the all the aforesaid properties on payment of Govt.



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**Additional District Sub-Registrar
BURDWAN**

23 APR 2019

M/s. Anita Enterprises
Managing Partner

ESHA INVESTMENT AND TRADING PVT. LTD.
Director

rents, Municipality Tax etc. for the property exclusively in it's name on appropriate receipt thereof and being Owner and Possessor the OWNER FIRM has paid up all due revenue to the competent authorities in respect of the said property till date and obtained a good marketable right, title and interest over the Schedule mentioned Property. Hence the OWNER FIRM has acquired a good marketable as well as an indefeasible title over the First Schedule Property without any interference or intervention of any or by any other person for more than 30 (Thirty) years.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreeing upon by and between the parties hereto on the following terms and conditions.

ARTICLE - I - DEFINITIONS

In this present unless there is anything repugnant to or inconsistent with: -

1.1. TITLE DEEDS: shall mean all the documents of title relating to the said land and premises, which shall be kept in the custody of the representative of the Owner and Developer namely CA Narendra Kumar Goyal and one set of photocopies of such documents to be handed over to the Developer at the time of execution of the agreement.

1.2. PREMISES/PROPERTY: shall mean **ALL THAT** piece and parcel of land as described in the First schedule of this deed described herein below

1.3. NEW BUILDING: shall mean the Multistoried Commercial cum Residential Building as per available sanctioned area, which is to be constructed over the said premises as per plan to be sanctioned by the Burdwan Municipality.

1.4. COMMON AREA FACILITIES AND AMENITIES: shall mean and include, corridors stair ways, passage ways, drive ways, lift, Common lavatories, tube well, overhead water tank, water pump and motor, roof and



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**Assistant District Sub-Registrar
BURDWAN**

23 APR 2019


Ms. Anil Enterprises
Managing Partner


ESHA INVESTMENT AND TRADE PVT. LTD.
Director

all other facilities which is to be attached with the proposed Building for better enjoyment as Apartment Ownership Act or mutually agreed by and between the owners and the Developer.

1.5. CARPET AREA shall mean the net usable floor area of any Unit excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area, if any, and exclusive open area within any Unit but includes the area covered by the internal partition walls of any Unit.

1.6. COVERED AREA: shall mean the area covered with outer wall and constructed for the unit including fifty Percent area covered by the common partition wall between two units, and cent percent area covered by the individual wall for the unit plus proportionate area share of stair/lobby/other facilities etc. It is applicable for individual unit.

1.7. SALEABLE SPACE: shall mean the Flat/Shop/Office/Units/Garage/Space in the building available for independent use and occupation of the self-contained Flat/Shop/Office/Units/Garage/Space after making due provision for common amenities and facilities for better enjoyment against consideration.

1.8. SUPER BUILT UP AREA OF THE FLAT/UNIT/SHOP/OFFICE/SPACE/GARAGE: Shall mean in context to a Unit/Flat as the area of a Unit/Flat computed by adding an agreed fixed percentage of 25% (Twenty Five Percent) (More or Less) over the built-up and/or the covered area of the Unit/Flat i.e. Residential Unit and Shall mean in context to a Commercial Unit/Shop/Office as the area of a Commercial Unit/Shop/Office computed by adding an agreed average but variable percentage of 40% (Forty Percent) (More or Less) over the built-up and/or the covered area of the Commercial Unit/Shop/Office and such will be used and utilized only for the registration





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**Sub-District Registrar
BURDWAN**

23 APR 2019


Ms. Anita Enterprises
Managing Partner

ESHA INVESTMENT AND TRADING PVT. LTD.

Director

purpose in order to pay the Stamp Duty and Registration Fees to the Government of West Bengal as per its standing rules and regulations. Be it mentioned here that during the continuation of this Agreement if any new Rules in respect of any Law relating to Development and Real Estate including the WBHIR Act, 2017 is formed by the Government and if such rule becomes effective by making the concept of "Super-Built Up Area" obsolete than in that case the Flats are to be sold either by way of measuring the Flat in terms of "Covered Area" and/or measuring the Flat in terms of "Carpet Area" whichever is applicable.

1.9. BUILDING PLAN: shall mean such plan to be prepared by the Architect/ Engineer/L.B.S. for the construction of the building and to be sanctioned by the Burdwan Municipality or any authority concerned. Be it mentioned here that the Building Plan will be sanctioned in the name of the Owners at the cost of the Developer with such addition, alteration or modification as prescribed and/or made afterwards by the Developer from time to time through the owners or by themselves.

1.10. OWNERS' ALLOCATION: shall mean 30% (Thirty Percent) of the Gross Receipts of each and every payment which should be mandatorily be received in Escrow Account. However the total Consideration amount against the allocation of the Owner will not exceed Rs. 11,51,11,000/- (Rupees Eleven Crore Fifty One Lakhs Eleven Thousand Only). Be it mentioned here that if no booking of unit is made within the period of 24 Months and/or if no advance payment from the intending purchasers are received within the period of 24 Months (which may extend further 6 months inclusive of the provision of extension for Force Majeure) from the date of sanction of the Plan by the Burdwan Municipality then in such event the Developer will pay the settled consideration amount to the



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**District Registrar
BURDWAN**

23 APR 2019

M/s. Anika Enterprise
Managing Partner

ESHA INVESTMENT AND TRADING PVT. LTD.
Director

Owner from their own fund and account; Here it must also be mentioned that for non-fulfillment of expected booking and for non-receipt of expected payable and receivable advance money from the intending purchasers of the units and for shortfall of the agreed consideration money payable to the Owner, the Developer will be bound to discharge their liability by paying the balance amount of the settled consideration amount to the Owner from their own fund and account within the said threshold period of 24 Months and/or if no advance payment from the intending purchasers are received within the period of 24 Months (which may extend further 6 months inclusive of the provision of extension for Force Majeure) from the date of sanction of the Plan by the Burdwan Municipality.

Description of Owners Allocation:

1. The Developer and Owner will jointly open one Escrow Account in any Nationalized Bank in which the Owner and the Developer together and jointly but not any one alone will have the operating power and in the said account all the booking money and advance money and consideration money will be deposited unconditionally and from that account and out of that fund the Bank will be instructed to transfer 30% of the gross receipts to the Landowner as and when deposited in the said account within 3 Days of such receipts and be further instructed to transfer 70% of Gross Proceeds to the Account of the Developer within 3 Days of such receipts.
2. The Owner will in total receive Rs. 11,51,11,000/- (*Rupees Eleven Crore Fifty One Lakhs Eleven Thousand Only*) in respect of it's allocation out of this venture and out of the said total agreed receivable amount, the Owner hereby on this date receives Rs. 1,25,11,000/- (*Rupees One Crore Twenty Five Lakhs Eleven Thousand*



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**Additional District Sub-Registrar
BURDWAN**

23 APR 2019


M/S. Anita Enterprises
Managing Partner

ESHA INVESTMENT AND TRAINING PRIVATE LIMITED

Director

Only) as the advance which will be the part and parcel of the said total agreed consideration amount.

1.11. DEVELOPERS'/PROMOTERS' ALLOCATION: shall mean the remaining amount out the entire consideration money in the said constructed area after providing the Owners' allocation in the proposed building to be constructed on the said premises including proportionate share of the common facilities and amenities. However it is further mentioned here that the Developer will be entitled and free to take Booking of all saleable units inclusive of residential and commercial areas after sanctioning of the Building Plan and shall also be eligible and entitled to sign, execute and if necessary then also register the Deed of Agreement for Sale of the said Booked Units on behalf of the Owner as it's duly constituent Power of Attorney Holder.

1.12. TRANSFER: shall mean and included transfer by delivered of possession as per present customs or by any other means adopted by the Developer for effecting transfer of the proposed building or flat to the intending purchasers thereof against valuable consideration.

ARTICLE - II : COMMEENCEMENT & DURATION

2.1. This agreement shall be deemed to have commenced on and from the date of execution of this Agreement and thereafter sale out of all the Flat/Shops/Godowns/Offices/Units/Garage/Space to the intending purchasers and also after delivery of possession to the flat owners and land owners and after formation of the flat/unit owners' Association, if required, this Development Agreement will be coming to an end.

ARTICLE - III: OWNER'S DECLARATION, RIGHTS AND RESPONSIBILITIES





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**Additional District Sub-Registrar
BURDWAN**

23 APR 2019

OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR
BURDWAN


Managing Partner

ESHA INVESTMENT AND TRADING PVT. LTD.

Director

3.1. The owner (s) hereby declare that he/she/they is/are the single / joint and absolute owner (s) of the scheduled property and now seized and possessed of or otherwise well and sufficient entitled thereto without any disturbance hindrance in any manner whatsoever and the said property is free from all encumbrances charges, attachments, acquisition or requisition whatsoever or howsoever and the owners have good and marketable title over the said land.

3.2. That the owner (s) hereby agree to sign, execute Registered Development Power of Attorney and also all the petitions, Affidavit, Deeds, Plaints, written objection, proposed site plan, Building plan, Completion Plan, Declaration of Amalgamation, Deed of Amalgamation and all other necessary Documents in favour of the Developer or its Nominated person or persons for betterment of the construction over the schedule land and betterment of project and also for the betterment of title over the Schedule property and for betterment of Title of the property of the owner (s) herein.

3.3. That the owner shall be liable and responsible for litigation, if any arising due to defects on their part or with regard to title in respect of the land or any boundary dispute and if any restraining order comes into force due to act of any third party or contagious land owners before the Development Agreement execution and registration but after the execution and registration of the development agreement the Developer will be bound to take care of all litigation and local hazards and in that case owner will have no liability and no responsibility.

3.4. That the owner hereby undertake(s) to deliver and/or handover all the Photostat copy of all the Deeds and documents to the Developer at the time of execution of this Agreement and the Original documents shall be kept in the custody of the representative of the Owner and Developer namely CA



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**Assistant District Sub-Registrar
BURDWAN**

23 APR 2019

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Mrs. Anita Enterprises
Managing Partner

ESHA INVESTMENT AND FINANCE
Director

Narendra Kumar Goyal and may be produced whenever called for production of the same by the Developer.

3.5. That the Owner hereby giving exclusive license to the Developer to commercially exploit the same as per terms and condition contained in this Agreement and the owner will give necessary consent for betterment of this project without raising any objection to that effect save and expect the owners' allocation as mentioned.

3.6. The Owner hereby agree to execute a Registered Development Power of Attorney in favour of the Developer for the purpose of addition, alteration, revision of the sanctioned Building Plan, Completion Plan for construction and completion of the work as per Agreement and also for Booking and signing and execution of all Agreement for Sale on behalf of the Owner.

3.7. That the Owner hereto without being influenced or provoked by anybody do hereby categorically declared that the Developer shall continue to construct the building exclusively in the name of the Developer/Development Firm and also by the partner of the Firm at its own cost, arrangement and expenses as well as the Owner shall have no financial participation and or involvement. The Developer shall pay the complete agreed consideration as per Owner's Allocation within 24 months from the date of sanction of the plan by the Burdwan Municipality and the time is the essence of this Contract and such time may be enhanced and/or extended for another 6 months for any force-majeure, acts of God and/or other reasons which is or are or shall be beyond control of the Developer.

3.8. That OWNER will be entitled to get a total sum of Rs. 11,51,11,000/- (*Rupees Eleven Crore Fifty One Lakhs Eleven Thousand Only*) [The payment system is specifically detailed in the Schedule of this Agreement] as the Agreed Consideration Amount of the Project which will be duly adjusted in favour of the DEVELOPER for realization of the said



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**District Registrar
BURDWAN**

23 APR 2019

M/s. Anika Enterprises
Managing Partner

ESHA INVESTMENT AND TRADING
Director

amount at the time of Booking of the Units and also Selling. The DEVELOPER will be strictly bound and obliged to pay the aforesaid consideration amount within 24 months from the date of sanction of the said Building Plan by the Burdwan Municipality which may be extended 6 months more but not further whereas in Schedule mentioned payment system is mandatorily and unconditionally to be given by the DEVELOPER in favour of the OWNER out of the agreed consideration amount through Escrow Account in respect of the payment structure as detailed in the SECHEDULE of this Indenture whereas the balance is to be paid by strictly following the payment structure system as detailed in the SCEHDULE and if any default of payment in this regard is attributable to the DEVELOPER and if the payment related to Consideration amount remains incomplete because of delay/default then all such delay/default would be compensated by arranging Interest by Developer in favour of the OWNER, for the delay/default, as per standing and effective Rate of Banking Interest in respect of Cash Credit Loan of State Bank of India and if such default is done for more than 10 days then the OWNER will enjoy unfettered right to rescind from this contract by serving a notice to the DEVELOPER company or its representative directors. Be it mentioned here that if the DEVELOPER intentionally and willfully as well as unintentionally and/or accidently and/or mistakenly except for the scenarios in which the DEVELOPER is prevented by the circumstances beyond the control of the DEVELOPER, including VIS MAJOR/FORCE MAJEURE (such as riots, flood, earthquake, act of God & other natural calamities and hindrances due to procedural delays and subject to force majeure) neglects to make payment as described in the Payment Schedule, then in that event this entire agreement will unconditionally be terminated and frustrated and the OWNER will take possession over the constructed building irrespective of allocated share and the DEVELOPER will be bound



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23 APR 2019

M/S. Marina Enterprises
Managing Partner

ESHA INVESTMENT AND TRADING
Director

to vacate the premises without any objection within 7 (Seven) Days and the OWNER will take possession in the said property within 7 (Seven) Days from the day of the such vacating of the premises by the DEVELOPER and moreover in such event the OWNER will keep and retain the entire consideration amount paid by the DEVELOPER in favour of the OWNER in pursuance of this Agreement till that date and will not make any adjustment or repay the said amount to the DEVELOPER and by no means the DEVELOPER will have any right, title and interest to claim or ask such consideration and if any claim is made then such claim will be invalid non-maintainable and negligible even in the eyes of law and any civil court and any criminal court as well as any other statutory forum viz. Consumer forum, tribunal, arbitration tribunal and/or arbitrator etc will have no jurisdiction to try any suit and/or case and/or dispute in this matter and for such the Developer hereby waive its all right to bring any legal action in any court (civil and/or criminal) and/or in forum against the Owner for such non-refund as well as for the taking possession of the First Schedule mentioned premises.

ARTICLE - IV:

DEVELOPER'S RIGHTS, OBLIGATION AND DECLARATION

4.1 The Developer hereby agreed to complete the multi-storied commercial cum residential building over the property as per plan as sanctioned by the Burdwan Municipality with due modification or amendment of the sanction plan as made or caused to be made by the Architect/Engineer/L.B.S. of the Developer but must be shown to the Owner. Be it pertinent to mention here that at present the Plan of multi-storied Building will be submitted for sanction before the Burdwan Municipality.

4.2 The Developer hereby declares to take care of the local hazards or accident and incident at the construction place during the continuation of



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**Additional District Sub-Registrar
BURDWAN**

23 APR 2019


Managing Partner

ESHA INVESTMENT AND TRADING

Director

construction whereas such responsibility of the Developer shall start from the date of this Agreement and the owners shall have no liability to that effect.

4.3 All applications plans papers and documents as may be required by the developer for the purpose of sanction of Plan, Revised plan, Addition/ Alteration of the building plan shall be submitted by the developer with due signature of the owner or on behalf of the owners as may be required and all costs expenses and charges be paid by the developer and also for construction of the building thereon and the Developer will pay all the payments and expenses required for clearance of the occupier thereof, either in cash or in area or in any other lawful manner.

4.4 The DEVELOPER will be strictly barred and will have no right and/or no authority and/or no privilege to give and/or to make and/or to use and/or to keep the said property in any kind of mortgage and/or pledge and/or hypothecate and/or charge and/or concur in pledging and/or hypothecating and/or charging with, to or in favour of any Bank or Banks or any other financial institutions and/or individual and/or body may it be a juristic or non-juristic entity and will have no right and/or no authority and/or no privilege to execute and/or deliver any instruments and/or any deed of mortgage and/or charge and/or encumbrance, hypothecation and/or pawn and/or pledge and/or lien and/or trust receipt and/or to receive any consideration money and/or otherwise for such mortgage and/or charge and/or hypothecation and/or pawn and/or pledge and/or lien and/or the like.

4.5 The DEVELOPER will not take any measure to keep the landowner individually or the partner individually to act as the guarantor or security against any financial aid for the construction of the project and the owners





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HURDWAN**

23 APR 2019

M/s. Arifa Enterprises
Managing Partner

ESHA INVESTMENT AND TRADING PVT. LTD.
Director

will never be liable to act as the guarantor or security against the act and action of the developer.

4.6 The DEVELOPER shall not be entitled to create any possessory right over the said property which could be construed as transfer within the meaning of Transfer of Property Act. The DEVELOPER shall not be entitled to use the said property for any other purposes other than the purpose of construction of the building in accordance with the sanctioned plan.

4.7 On completion of the building, but before giving possession, both the OWNERS and the DEVELOPER will conduct a joint survey of the carpet area, covered/built-up area and super built up space/area in their respective allocation to ascertain the actual measurement of the area/space.

4.8 All dealings to be made by the DEVELOPER in respect or the construction of the buildings and development of the land but any such dealings shall not create or foster in any manner any financial, civil and/or criminal liability of the OWNER and the OWNER will not be liable in any case or circumstance in respect of the said project as well as for any financial liability of the Developer either in its name or in the name of the present OWNERS to any Bank, Financial Institution and/or any Third Party including the Purchaser/Customers.

4.9 That the OWNER is entitled to earnest consideration along with/against the "OWNER'S ALLOCATION" from the DEVELOPER and the Mandated Bank having the Escrow Account, in proportion to the allocation and consideration money allotted to it/them as per OWNER'S ALLOCATION.

4.10 That OWNER will be entitled to get a total sum of Rs. 11,51,11,000/- (Rupees Eleven Crore Fifty One Lakhs Eleven Thousand Only) as the Earnest Consideration Amount of the Project which will be paid after the sanction of the Building Plan by the Burdwan Municipality as per

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**Agricultural District Sub-Registrar
BURDWAN**

23 APR 2019


M.A. Anna Emeline
Managing Partner

ESHA INVESTMENT AND TRADING PVT. LTD.

Director

the time frame mentioned in the Payment SCHEDULE mentioned hereinafter.

4.11 That the Developer shall have every responsibility for the incidents occurred during the course of construction and the Owner shall have no responsibility for the same, if the Owner (s) do not interfere during the construction and after completion of the building and handover the same to the Intending Purchaser(s), the Developer shall have no liability for any incident occurred in the said Building.

ARTICLE - V. CONSIDERATION & PROCEDURE

5.1 In consideration of the construction of the area against which the consideration money will be paid against the owners' allocation in the building and other consideration of any mentioned in the owners' allocation, the Developer is/are entitled to get remaining consideration money against the entire constructed area of the building and proportionate share of the land as Developer's allocation.

ARTICLE - VI. DEALINGS OF SPACE IN THE BUILDING

6.1 The Developer being the party of the Second part shall be at liberty with exclusive rights and authority to negotiate for the sale of the flats/units/unit/space together with right to proportionate share of land including the space/units/flat in the premises to any prospective buyer/s before, after or in course of the construction work of the said building at such consideration and on such terms and conditions as the Developer shall think fit and proper.

6.2 The Developer shall at his/her/their/its own costs, construct and complete the building at the said premises strictly in accordance with the sanctioned plan and due modification if any with such material and with such specification as are to be mentioned in the sanctioned plan of the building hereunder written and as may be recommended by the



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**Assistant District Sub-Registrar
HUDDERSFIELD**

23 APR 2019

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Ms. Asha Entomised
Managing Partner


ESHA INVESTMENT AND TRADING
Director

Architect/Engineer from time to time. *The Developer shall on completion of the building shall obtain Completion Certificate from the Appropriate Authority concern at its own costs and expenses.*

6.3 That the developer shall install erect and shall provide standard pump set, overhead and underground reservoirs, electric wiring, sanitary fittings, and other facilities as are required to be provided in respect of building having self-contained apartment and constructed for sale of flats/shops/garages on ownership basis and as mutually agreed. Be it mentioned that the security money deposit for the new electric meter connection shall be paid by the Developer. It is also mentioned that the Developer will fix the sale rate for Flat/Shops/Offices/Garages etc. for the building.

ARTICLE - VII. COMMON FACILITIES

7.1 The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing due on and from the date of execution of the agreement or before and after handing over the possession of the flats all the flats owner will pay due according to his/her/their shares.

7.2 The owner or his/her/their agents or representatives or any third party of the owners' behalf shall not do any act deed or things wherein the developer shall be prevented from construction and completing of the said building or to sale out the flat/shops/offices/units to the intending purchaser/purchasers. If the developer is prevented by the owner without any reasonable and/or justified reason, then the owner or his/her/ their legal representative(s) shall be bound to indemnify the loss and pay damages with interest and such delay will not be calculated within the stipulated time.

ARTICLE - VIII. OWNER'S DUTY & INDEMNITY

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**National District Sub-Registrar
BURDWAN**

23 APR 2019

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M/s. Anirudh Enterprises
Managing Partner

ESHA INVESTMENT AND TRADING PVT. LTD.
Director

8.1 The owner doth hereby agree and covenants with the Developer not to use cause any interference or hindrance in any manner during the construction and throughout the existence of this agreement of the said building at the said premises and if any such interference or hindrance is caused by the owner or their heirs, agents, servants, representatives causing hindrance or impediments to such construction the owner will be liable to repay entire amount invested by the developer and that invested amount for construction by the developer which would suffer such proximate and contingent loss due to the intervention of the owner will be settled by the parties amicably. It is also further agreed that if the developer is prevented from making construction due to any litigation cropped up or due to any restraining order passed by the competent court of law or a competent Authority Concern or any statutory body of law or due to any boundary dispute amongst the contagious land owner, then owner will be liable to pay cost of litigation to the Developer, which will be incurred by the Developer.

8.2 That the owner and their legal heirs hereby declare and undertake that upon the demise of the owner/one of the owners, the legal heir(s) of the said owner/owners will join the Development Agreement and also execute fresh Power of Attorney and also other required documents in favour of the Developer and also for the betterment of the project on the same terms and conditions mentioned herein.

ARTICLE - IX. DEVELOPER'S DUTY

9.1 That the Developer hereby agree(s) and covenants with the Owner not to do any act, deed or things whereby the Owner /is/ are prevented from enjoying the owners' allocation in respect of the agreed consideration money in the building at the said premises.

9.2 The Developer hereby undertake/s to keep the Owner indemnified against all third party claims and actions arising out of any sort of act or



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**Additional District Sub-Registrar
BURDWAN**

23 APR 2019


Managing Partner

ESHA INVESTMENT AND FINANCE

Director

omissions of the Developer in relation to the making of construction of the said building.

ARTICLE - X. MISCELLANEOUS

10.1 The Owner and Developer hereto have entered into this agreement purely as a contract and under no circumstance this agreement shall be treated as partnership by and between the parties and/or an Association of persons. Be it mentioned here that the Developer referred hereinabove shall be barred from assigning or relegating or transferring or delegating the Benefits and Powers and Authority as specified in this Development Agreement in favour of any person inclusive of an individual or a company a partnership firm or any other juristic entity.

10.2 The building to be constructed by the developer shall be made in accordance with the specification more fully and particulars mentioned and described in the schedule annexed in separate sheet which will be treated part of the agreement.

10.3 The Owner shall give a Power of Attorney containing the Power to sign and execute Sale Agreement or Sign Booking Papers or Sign and Execute and Register Agreement for Sale Deed till the full agreed consideration amount of the Land owner is paid. The Owner will simultaneously execute and register the said Power of Attorney for development, appointment of contractor and plan and other works related to construction and development. On paying full amount as per Second Schedule to the Land Owner, the Full and Absolute Power of Attorney with Sale Power and executing and signing and registering the Deed of Sale will be given.

ARTICLE - XI. FORCE MAJEURE

11. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligation is prevented by the existing of "Force Majeure" and shall be suspended from obligations during the duration of the Force Majeure, which also includes non-availability of Building materials due to Government Notifications or against notification or rules and regulations of the other appropriate





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**Additional District Sub-Registrar
BURDWAN**

23 APR 2019

M/s Arista Enterprises
Managing Partner

ESHA INVESTMENT AND TRADING PVT. LTD

Director

authority and also includes mass stopping of work in the locality against notification or rules and regulations of the other appropriate authority.

ARTICLE - XII. ARBITRATION CLAUSE

12.1 In the event of any disputes or differences between the Parties arising out of this Agreement or any part thereof, the Parties shall try to resolve or amicably settle the same through mutual discussions, negotiations, mediation by common friends.

12.2 Disputes which cannot be settled amicably shall finally be referred to Conciliation in accordance with the provisions of The Arbitration and Conciliation Act, 1996, to a Conciliator, if the Parties can agree upon one or else the Sole Conciliator appointed by the OWNER herein shall be the conciliator of the said conciliation proceedings and he will conciliate over the dispute between the parties.

12.3 Disputes which cannot be settled conciliation shall finally be referred to arbitration in accordance with the provisions of The Arbitration and Conciliation Act, 1996, to a Sole Arbitrator who shall be mutually appointed by both Parties and both Parties will be bound to accept the said appointment of the said Arbitrator. The Arbitrator's remuneration shall be a consolidated sum as then agreed between the Parties and the Arbitrator prior to commencement of the reference. The Arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996, or the rules there under as amended up to date. The place of arbitration and the venue of the Arbitral meetings shall always be at Kolkata and the language of Arbitration shall always be English. Be it mentioned here that during the Arbitration Proceeding, the Second Party will be duty bound and liable to carry on the construction work without any stoppage or pause and due to the fact and scenario of the subsistence of the Arbitration Proceeding will not act or operate as a stay by any manner in respect of the Construction



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**Additional District Sub-Registrar
BURDWAN**

23 APR 2019

M.s. Anita Enterprises
Managing Partner

ESHA INVESTMENT AND TRADING
[Signature]
Director

Work and in the Arbitration also, the Arbitrator shall be precluded from the power of exercising any grant of stay or order of stoppage of work by any means.

12.4 The Parties agree to abide by the awards and/or directions of the arbitrator/s and not to challenge or dispute the same in any manner whatsoever or howsoever.

SCHEDULE OF PROPERTY

(FIRST SCHEDULE)

THAT ALL PIECE AND PARCEL OF THE PROPERTY being commonly known as "Anita Cinema" situated at Anita Cinema Lane and having constructed area of 20,405 Sq. Ft. (inclusive of RCC Covered and Asbestos Shed Covered Area) and comprising in R.S. Dag Nos. 3186/3263, R. S. Khatian No. 1468, L. R. Dag No. 3407, L.R. Khatian No. 8006 having Land Area of 0.478 Acres i.e., 47.80 Decimals in J.L. No. 39 at Mouza-Radhanagar, Nature: "Kristi Bhawan" (Cinema Hall) appertaining to Municipal Holding Nos. 83 and 84 (Previously having Holding Nos. 55 and 56) and now amalgamated in a single Holding No. 83, Ward No. 34, Mahalla: B.C. Road within the limit of Burdwan Municipality, Police Station: Burdwan, District: Purba Bardhaman, butted and bounded as follows:

On the North: *Mrigaya Hotel and Allahabad Bank (Main Branch);*
On the South: *Burdwan Municipal Boys School;*
On the East: *Private Residential House;*
On the West: *Anita Cinema Lane;*

STRUCTURE OF PAYMENT

(SECOND SCHEDULE)



e.

**Additional District Sub-Registrar
BURDWAN**

23 APR 2019


Ms. Anshu K. Mishra
Managing Partner

ESHA INVESTMENT AND TRADING PVT. LTD.

Director

Shall mean 30% (Thirty Percent) of the Gross Receipts of each and every payment which should be mandatorily be received in Escrow Account however the total Consideration amount against the allocation of the Owner will not exceed Rs. 11,51,11,000/- (Rupees Eleven Crore Fifty One Lakhs Eleven Thousand Only) and the entire Payment of Rs. 11,51,11,000/- (Rupees Eleven Crore Fifty One Lakhs Eleven Thousand Only) to be made within 24 months from the date of sanction of the plan by the Burdwan Municipality and the time is the essence of this Contract and which may be enhanced and/or extended for another 6 months for any force-majeure, acts of God and/or other reasons which is or are or shall be beyond control of the Developer .

Total Receivable Amount: Rs. 11,51,11,000/- (Rupees Eleven Crore Fifty One Lakhs Eleven Thousand Only)

**SCHEDULE RELATING TO CONSTRUCTION OF FLAT, SHOP/OFFICE,
PARKING SPACE AND BUILDING DETAILS**

(THIRD SCHEDULE)

BUILDING STRUCTURE:- Reinforced Cement Concrete (1:2:4),

MAIN WALLS & PARTITION WALLS:- 200 MM/250 MM Thick Cement Brick Work for Main Walls and 125 MM Thick and 75 MM Thick Cement brickwork (1:4) for Flat Separating Wall and Partition Walls inside the respectively for residential units;

200 MM/250 MM Thick Cement Brick Work for Main Walls and 125 MM Thick and 75 MM



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**Additional District Sub-Registrar
BURDWAN**

23 APR 2019

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M/S Anifa Enterprise
Managing Partner

ESHA INVESTMENT AND TRADING
Director

Thick Cement brickwork (1:4) for Shop/Office/Commercial Unit Separating Wall and Partition Walls inside the respectively

FLOOR:-

1 Ft. 9 Inch x 2 Ft. 9 Inch Cut Piece Marble/Vitrified Floor Tiles for All room, Verandah, Hall, Kitchen, Bath/Toilet and also for the Commercial Section.

SKIRTING AND DADO:-

Cut Piece Marble, the height not to be exceeded 150 MM High and the Dado Not Exceeding 200 MM High (For Toilet Glazed Tiles will be used up to a height of 6 Ft. form Skirting).

PLASTERING:-

Plastering to external walls will be of 20 MM. thick in 1:5 Cement, Sand and Mortar. Plastering to internal walls will be 15 MM thick in 1:6 Cement, Sand and Mortar and Ceiling will be 10 MM thick in 1:4 Cement, Sand and Mortar.

WOODWORK AND JOINERY:-

100 MM X 50 MM. Malaysian Sal Wood or equivalent section for Door frame, 32 mm. Thick solid core Flush door or Metal Shutter or Grilled or Metal Gate, Thickness of the shutter will be 32 mm. Main Door shutter for the Commercial Section will be made of quality Flush door or Metal Shutter or Grilled or Metal Gate.



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BURDWAN**

23 APR 2019


M/s. Anita Enterprises
Managing Partner


ESHA INVESTMENT AND TRADING PVT. LTD.
Director

M. S. GRILL WORKS:- All windows will be aluminium framed with necessary hardware fittings. The grill -works for the windows will be completely separately fixed. The balcony balustrades (if any) will be M.S. Flat. The Glasses of the windows will be Ground Glass or Frosted Glass.

PAINTING:- All the internal wall surfaces and the ceiling will be finished with Putty.

The external wall surfaces will be finished with snow-cem or equivalent cement based paint. All the wooden surfaces and the steel surfaces will be finished with enamel paint after necessary priming coat

FINISHING WORKS FOR PARKING:- The Parking areas will be finished with neat cement finish.

HARDWARE FITTINGS AND FIXTURES:- In Residential Section all the hardware Fittings will be of aluminum. The internal doors will have all the necessary locking arrangements like tower bolts, hatch bolts, door knobs or rings etc. complete. One eye-whole will be fixed in the main entrance door to each flat. Door stoppers will be fixed in every door.

In Commercial Section all the Hardware Fittings will be of aluminum. If there are any internal doors in the commercial units then



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**Additional District Sub-Registrar
BURDWAN**

23 APR 2019

M/s. Anir Enterprise
Managing Partner

ESHA INVESTMENT AND TRADING PVT. LTD.



Director

such will have all the necessary locking arrangements like tower bolts, hatch bolts, door knobs or rings etc. complete. The Metal Shutter will be fixed as the main entrance to each Office/Shop.

ELECTRICAL WORKS:- All the electrical lines will be concealed with copper wires. with PVC conduit. Each flat will have the following electrical points.

RESIDENTIAL SECTION:-

Each Bed Room Two light points, One Plug point, One Fan Point.

Living Room cum Dinning Space Three light Points Two Fan Point, One Plug Point, one Freeze point.

Kitchen One light Point, One Power Point, One Exhaust fan point.

Exhaust Fan points will be provided in each toilet, Geyser Line (except Geyser) including electrical point for the same will also be provided in one toilet.

COMMERCIAL SECTION:-

All the electrical lines will be concealed with copper wires. with PVC conduit. Each Shop/Office/Commercial Unit will have Two light points, One Plug point, One Fan Point and if necessary with one AC Point.





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**Additional District Sub-Registrar
BURDWAN**

23 APR 2019

M/s Anita Enterprises
Managing Partner

ESHA INVESTMENT AND TRADING
Direct

WATER SUPPLY & DRAINAGE:- One overhead water reservoir will be provided the required capacity of pump will be installed for storage of water in the overhead water reservoir.

The drainage line will be connected to the existing sewer line through the Master trap. Each flat have separate water supply line from the overhead water reservoir through P.V.C. Pipes and fittings with proper necessary valves. For external drainage P.V.C. pipes will be used.

In the Commercial Section the drainage line will be connected to the existing sewer line through the Master trap. Each Shop/Office/Commercial Unit has separate water supply line from the overhead water reservoir through P.V.C. Pipes and fittings with proper necessary valves. For external drainage P.V.C. pipes will be used.

TOILET FITTINGS & FIXTURES:- Each toilet will be provided with one shower, one Anglo Indian/European commode. Necessary taps will be provided in the toilets and the floor will be of cut pieces marble (1'6"X 1'6"). One basin with tap will be installed at Dining Hall in residential section.

In Commercial Area toilet will be common unless and otherwise requested or asked by



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**Additional District Sub-Registrar
BURDWAN**

23 APR 2019

M/s. Anika Enterprises
Managing Partner

ESHA INVESTMENT AND TRADING PVT. LTD
Director

the Shop/Office Purchaser and the common toilet will be provided with one Indian/European commode. Necessary taps will be provided in the toilets and the floor will be of Anti Skid Tiles (Marbles to be given only as per specific request and extra price). One basin with tap will be installed at Toilet.

KITCHEN SPACE:-

In residential Section each Kitchen space will be provided with one cooking platform finished with one still sink with required water connections.

In Commercial Section at the request and demand of the Office/Shop Purchasers and with extra price pantry space will be provided with one cooking platform finished with one still sink with required water connections.

OVER HEAD TANK:-

P.V.C. (for Residential Section) and P.V.C. (for Commercial Section)

SCHEDULE RELATING TO COMMON FACILITIES AND COMMON PARTS

(FOURTH SCHEDULE)

1. Entrance and Exits to the Premises,
2. Stair Cases,
3. Stair Case Landings,
4. Stair Head Room and Lobbies on all the floors of the New Building.
5. Passage for Entrance,
6. Passage in between different blocks (if any),

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**Arakkonadi District Sub-Registrar
BUDWAN**

23 APR 2019


M/s. Anita Enterprises
Managing Partner

ESHA INVESTMENT AND TRADING

Director

7. Pump (Deep Tube Well of adequate capacity to ensure round the clock),
8. Electric Meter & Electric Meter Space,
9. Common Room,
10. Electric/Utility room, Water Pump room, Generator Room (if any),
11. Septic Tanks,
12. Boundary Walls with Entrance Gate,
13. Underground water reservoirs (if any),
14. Overhead Water Tank,
15. Transformer and Space (if any),
16. Lift/s,
17. Electrical wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use).
18. Lighting of the Common Portions.
19. Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
20. Drainage and Sewage lines and other installation for the same (except only those as are installed within the exclusive area of any Unit and/or exclusively for its use).
21. Such other parts, areas, equipments, installations, fittings, fixtures and spaces in or about the premises and the new building as are necessary for passage to and/or user of the Units in common by the Co-Owner.

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





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**Additional District Sub-Registrar
BURDWAN**

23 APR 2019

M/s. Anita Enterprise
Managing Partner

ESHA INVESTMENT AND TRADING P. LTD
Director

Memo of Consideration cum Receipt

The **OWNER** hereby doth admit and confirm about **RECEIPT** and **RECEIVING** of and from the within named **DEVELOPER** the sum of **Rs. 1,25,11,000/- (Rupees One Crore Twenty Five Lakhs Eleven Thousand Only)** through Cash and Cheque Payments as per memo below as the advance out of total agreed receivable consideration amount of **Rs. 11,51,11,000/- (Rupees Eleven Crore Fifty One Lakhs Eleven Thousand Only)** for the aforesaid venture.

Date	Cash Details/ Cheque No.	Bank	Amount (in Rs.)
21/04/2019	Advance through Cash Payment	<i>Not Applicable</i>	11,000/-
21/04/2019	"000004"	DBS Bank India Limited, Kolkata Main Branch, IFSC: DBSSOIN0811	25,00,000/-
21/04/2019	"000005"	DBS Bank India Limited, Kolkata Main Branch, IFSC: DBSSOIN0811	25,00,000/-
21/04/2019	"000006"	DBS Bank India Limited, Kolkata Main Branch, IFSC: DBSSOIN0811	25,00,000/-
21/04/2019	"000007"	DBS Bank India Limited, Kolkata Main Branch, IFSC: DBSSOIN0811	25,00,000/-
21/04/2019	"000008"	DBS Bank India Limited, Kolkata Main Branch, IFSC: DBSSOIN0811	25,00,000/-
		TOTAL:	Rs. 1,25,11,000/-

(Rupees One Crore Twenty Five Lakhs Eleven Thousand) Only

Witnesses:

1. Malyachandran
Vidya Anandam Street
Post Box - East - Durban (PUDS)
45, Kanchi Road, Ambur.
P.W. - 713111

2. Parakash Kumar
Shri Birendra Kumar Singh
51/3, Ho-chi-Minh Sarani
Kolkata - 700008

M/s. Anita Enterprise
Managing Partner

SEAL AND SIGNATURE OF THE OWNER



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**Additional District Sub-Registrar
BURDWAN**

23 APR 2019

SIGNED SEALED AND DELIVERED

In the presence of the following

WITNESSES:-

1. *Maday Lal Ghatai*
Late Biswambhar Ghatai
45, Karna Road
Post - Dist. East-Burdwan (PURBA)
PIN - 713101

[Signature]
M/s. Anita Enterprise
Managing Partner

2. *Rakesh Kumar*
S/o Sri Dhirendra Kumar Singh
S/3, Ho-chi-Minh Sarani
Kolkata - 700008

SEAL AND SIGNATURE OF THE OWNER

ESHA INVESTMENT AND TRADING PVT. LTD.

[Signature]

Director

SEAL AND SIGNATURE OF THE DEVELOPER

Drafted by me as per instructions of the Parties hereto Read over and Explained by me and Prepared in my office: -

[Signature]
Rajdeep Goswami,
Advocate

B.A.LL.B (Hons.), LL.M (Corporate Law)
Enrolment No: F/1922/1694/2011
Burdwan Dist. Judges Court

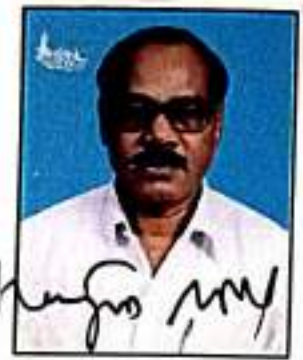


Assistant District Sub-Registrar
BURDWAN

23 APR 2019

PHOTO and FINGERPRINTS (10 FINGERS) of both hands SRI MONORANJAN MONDAL being the Managing cum Representative Partner who is representing M/S. ANITA ENTERPRISE.

Left Hand Impression	Little	Ring	Middle	Index	Thumb
					
Right Hand Impression	Thumb	Index	Middle	Ring	Little
					



M/s. Anita Enterprise
Managing Partner

SIGNATURE

PHOTO and FINGERPRINTS (10 FINGERS) of both hands MR. KULDEEP JAISWAL being the Managing cum Representative Partner who is representing ESHA INVESTMENT & TRADING PVT LTD.

Left Hand Impression	Little	Ring	Middle	Index	Thumb
					
Right Hand Impression	Thumb	Index	Middle	Ring	Little
					



ESHA INVESTMENT AND TRADING PVT. LTD

Kuldeep Jaiswal
 Director

SIGNATURE



Government of West Bengal
Directorate of Registration & Stamp Revenue
FORM-1564

Miscellaneous Receipt

Visit Commission Case No / Year	0203000367/2019	Date of Application	22/04/2019
Query No / Year	02030000636165/2019		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Applicant Name of QueryNo	Mr Monoranjan Mondal		
Stampduty Payable	Rs.75,011/-		
Registration Fees Payable	Rs.1,25,124/-		
Applicant Name of the Visit Commission	Mr Rajdeep Goswami		
Applicant Address	burdwan		
Place of Commission	The Stadel, Yuva Bharati Kirangan , Gate no 3 , Salt Lake Stadium , JB Block , Sector - 3 , Salt Lake - 700106		
Expected Date and Time of Commission	23/04/2019 12:00 AM		
Fee Details	J1: 250/-, J2: 2,140/-, PTA-J(2): 0/-, Total Fees Paid: 2,390/-		
Remarks			










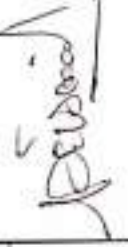



Government of West Bengal

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

OFFICE OF THE A.D.S.R. BURDWAN, District Name :Burdwan

Signature / LTI Sheet of Query No/Year 02030000636165/2019

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Monoranjan Mondal Dr. S.C. Banerjee Road, 53C/1,, P.O:- Beliaghata, P.S:- Beliaghata, District:-South 24- Parganas, West Bengal, India, PIN - 700010	Represent ative of Land Lord [ANITA ENTERPR ISE]			 23/4/2019
2	Mr Kuldeep Jaiswal 16, G.C Avenue, P.O:- Kolkata, P.S:- Bowbazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700013	Represent ative of Developer [ESHA INVESTM ENT & TRADING PRIVATE LIMITED]			
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr RAJDEEP GOSWAMI Son of Mr MATHURA MOHAN GOSWAMI 2 No Dhopaparalane, Jhapantala, P.O:- RAJBATI, P.S:- Bardhaman Sadar, Burdwan, District:- Burdwan, West Bengal, India, PIN - 713104	Mr Monoranjan Mondal, Mr Kuldeep Jaiswal			

23/04/2019
10:00 AM



(Kaushik Bhattacharya)
ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
BURDWAN
Burdwan, West Bengal





आयकर विभाग
INCOME TAX DEPARTMENT
ANITA ENTERPRISE



भारत सरकार
GOVT. OF INDIA




19/03/1987
Permanent Account Number
AADFA9462H

11072012

यदि आप इस कार्ड को खोते हैं / यदि यह किसी व्यक्ति के पास है / यदि
आपका PAN सेवा इकाई, एन एस डी एल
सीएसटी, मंडली, सारखर रोड
बॉम्बे, टेलिफोन एक्सचेंज के पास है,
बॉम्बे, पुणे - 411 045

If this card is lost / someone's lost card is found,
please inform / return to
Income Tax PAN Services Unit, NSDL,
3rd Floor, Sapphire Chambers,
Near Bazar Telephone Exchange,
Bomber, Pune - 411 045
Toll: 91-20-2721 8000, Fax: 91-20-2721 8011
e-mail: info@nsdl.co.in

M/s. Anita Enterprise


Managing Partner



आयकर विभाग

INCOME TAX DEPARTMENT

MONORANJAN MONDAL

GOUR CHAND MONDAL

04/07/1952

Permanent Account Number

ATGPM0003P

Signature



भारत सरकार

GOVT OF INDIA



इस कार्ड के चालने / काने पर कृपया ध्यान दें / नोट्स :
अनुसूचित वीम सेवा इलेक्ट्रॉनिक, एन एस आई एल
वीकली सार्वजनिक, सहायक सेक्टर,
बर्नर टेक्नोलॉजी एक्सप्लॉयट के माध्यम से
बर्नर, गुवा - 411 045

This card is for / काने पर कृपया ध्यान दें / नोट्स :
अनुसूचित वीम सेवा इलेक्ट्रॉनिक, एन एस आई एल
वीकली सार्वजनिक, सहायक सेक्टर,
बर्नर टेक्नोलॉजी एक्सप्लॉयट के माध्यम से
बर्नर, गुवा - 411 045

 *Monoranjan Mondal*





ভারত সরকার
Government of India



মনোজেন মন্ডল
Manoranjan Mandal
পিতা : গৌর চাঁদ মন্ডল
Father : Gour Chand Mandal
জন্মতারিখ / DOB : 04/07/1952
পুরুষ / Male



9578 6529 7899

আধার - সাধারণ মানুষের অধিকার



আধার

ভারত সরকারের অধিকার

Unique Identification Authority of India

ঠিকানা:
53সি/1, ডাঃ.এস.সি বানার্জী
রোড, বেলেঘাটা, কলকাতা,
বেলেঘাটা, পশ্চিম বঙ্গ, 700010

Address:
53C/1, DR.S.C BANERJEE
ROAD, Belegkata, Kolkata,
Belegkata, West Bengal, 700010

9578 6529 7899



1472 022 1472



help@uidai.gov.in



www.uidai.gov.in





ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD WB/39/271/723351

পরিচয় পত্র



Elector's Name : MANORANJAN MONDAL
 নির্বাচকের নাম : মনোরঞ্জন মন্ডল
 Father/Mother :
 Husband's Name : GOURCHAND MONDAL
 পিতা/মাতা/স্বামীর নাম : গৌরচন্দ্র মন্ডল
 Sex : M
 লিঙ্গ : পুরুষ
 Age as on 1.1.1995 : 42
 ১১১৯৯৫-এ বয়স : ৪২

Address NIBEDITA PALLI
 BURDWAN
 BURDWAN

ঠিকানা নিবেদিতা পল্লী
 বর্ধমান
 বর্ধমান

Facsimile Signature
 Electoral Registration Officer

নির্বাচক নিবন্ধন অধিকারিক

For 271-BURDWAN (B) Assembly Constituency
 ২৭১-বর্ধমান (বক্ষিণ) বিধানসভা নির্বাচন কেন্দ্র

Place : BURDWAN

স্থান : বর্ধমান

Date : 25/02/95

তারিখ : ২৫/০২/৯৫





~~XXXXXXXXXXXX~~
~~XXXXXXXXXXXX~~



Kuldeep Jaiswal
Kuldeep Jaiswal
Date of Birth / DOB : 26/01/1969
Male / MALE



4699 7107 2534

Aadhaar - Aam Aadmi ka Adhikar

(Handwritten signature)



Handwritten signature or name in Bengali script.



Address:
C/O, Flat No. 08, 08th Floor,
28/1, Rowland Road,
L7, Durgam, Kolkata, West
Bengal, 700020



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

KULDEEP JAISWAL

KEDAR JAISWAL

26/01/1969
Permanent Account Number

ACVPJ4561C

Kuldeep Jaiswal
Signature



Kuldeep Jaiswal





आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AABCE1259P



नाम / Name

ESHA INVESTMENT & TRADING PRIVATE LIMITED

स्थापना/गठन की तारीख
Date of Incorporation / Formation
13/05/1997

13/05/2017

ESHA INVESTMENT AND TRADING PVT. LTD.

Director





भारतीय निर्वाचन आयोग
ELECTION COMMISSION OF INDIA
IDENTITY CARD
UWX0184432



निर्वाचक नाम : राजश गोस्वामी
Elector's Name : Rajsh Goswami
पिता नाम : मधुसूदनराहन गोस्वामी
Father's Name : Mathuranshan Goswami
लिंग / Sex : पुरु / M
जन्म तारीख / Date of Birth : 23/03/1987

UWX0184432

ठिकाना:
घोसा राजराजसती बार्दहामन (सदर) बर्दुवान
713104

Address:
DHOSA PARARAJSATI BARDHAMAN
BARDHAMAN (SADAR) BURDWAN
713104

Date: 15/03/2019
268-बार्दहामन दक्षिण निर्वाचन क्षेत्र के निर्वाचन आयोग
अधिकारी के हस्ताक्षर प्रमाणित

• Facsimile Signature of the Electoral
Registration Officer for
268-Bardhaman Dakshin Constituency

ठिकाना परिवर्तन होने पर नया ठिकाना जेबिस सिटी कार्ड
को साथ में नया पते का पते परिवर्तन पत्र
अथवा सिटी कार्ड में नया पते का पते परिवर्तन पत्र
In case of change in address mention the Card No.
in the relevant Form for including your name in the
roll in the changed address and insert in the card
with your number.





Office of the
District Collector
Burdwan
P.O. Burdwan



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

GRN: 19-201920-000724427-1

Payment Mode Online Payment

GRN Date: 22/04/2019 12:59:13

Bank : HDFC Bank

BRN : 781139653

BRN Date: 22/04/2019 13:02:41

DEPOSITOR'S DETAILS

Id No. : 02030000636165/2/2019

[Query No./Query Year]

Name : ESHA INVESTMENT AND TRADING PVT LTD

Contact No. : Mobile No. : +91 9830422613

E-mail :

Address : Kolkata

Applicant Name : Mr Monoranjan Mondal

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	02030000636165/2/2019	Property Registration- Stamp duty	0030-02-103-003-02	74911
2	02030000636165/2/2019	Property Registration- Registration Fees	0030-03-104-001-16	125124

Total

200035

In Words : Rupees Two Lakh Thirty Five only



Major Information of the Deed

Deed No :	I-0203-03305/2019	Date of Registration	24/04/2019
Query No / Year	0203-0000636165/2019	Office where deed is registered	
Query Date	22/04/2019 12:15:11 PM	A.D.S.R. BURDWAN, District: Burdwan	
Applicant Name, Address & Other Details	Monoranjan Mondal Dr. S.C. Banerjee Road, Thana : Beliaghata, District : South 24-Parganas, WEST BENGAL, PIN - 700010, Mobile No. : 9830422613, Status :Seller/Executant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4311] Other than Immovable Property, Receipt [Rs : 1,25,11,000/-]		
Set Forth value	Market Value		
Rs. 11,51,11,000/-	Rs. 11,51,11,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,011/- (Article:48(g))	Rs. 1,25,124/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Burdwan, P.S:- Barddhaman, Municipality: BURDWAN, Road: Anita Cinema Lane, Mouza: Radhanagar Pin Code : 713101

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	RS-3186/3263	RS-1468	Other Commercial Usage	Other Commercial Usage	47.8 Dec	10,20,00,000/-	10,20,00,000/-	Property is on Road Adjacent to Metal Road,
Grand Total :					47.8Dec	1020,00,000 /-	1020,00,000 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	20405 Sq Ft.	1,31,11,000/-	1,31,11,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 20405 Sq Ft., Commercial Use, Cemented Floor, Age of Structure: 31 Years, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		20405 sq ft	131,11,000 /-	131,11,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	ANITA ENTERPRISE Dr. S.C. Banerjee Road, 53C/1, P.O:- Beliaghata, P.S:- Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN - 700010 , PAN No.:: AADFA9462H, Status :Organization, Executed by: Representative, Executed by: Representative

Major Information of the Deed :- I-0203-03305/2019-2./04/2019



Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	ESHA INVESTMENT & TRADING PRIVATE LIMITED 16, Ganesh Chandra Avenue, 7th Floor, P.O:- Kolkata, P.S:- Bowbazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700013 , PAN No.:: AABCE1259P, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Monoranjan Mondal (Presentant) Son of Mr Gour Chand Mondal Dr. S.C. Banerjee Road, 53C/1,, P.O:- Beliaghata, P.S:- Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN - 700010, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFGPM8993P Status : Representative, Representative of : ANITA ENTERPRISE (as MANAGING PARTNER)
2	Mr Kuldeep Jaiswal Son of Late Kedar Jaiswal 16, G.C Avenue, P.O:- Kolkata, P.S:- Bowbazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700013, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACVPJ4561C Status : Representative, Representative of : ESHA INVESTMENT & TRADING PRIVATE LIMITED (as Director)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr RAJDEEP GOSWAMI Son of Mr MATHURA MOHAN GOSWAMI 2 No Dhopaparalane, Jhapantala, P.O:- RAJBATI, P.S:- Bardhaman Sadar, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713104			
Identifier Of Mr Monoranjan Mondal, Mr Kuldeep Jaiswal			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	ANITA ENTERPRISE	ESHA INVESTMENT & TRADING PRIVATE LIMITED-47.8 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	ANITA ENTERPRISE	ESHA INVESTMENT & TRADING PRIVATE LIMITED-20405.00000000 Sq Ft

Endorsement For Deed Number : I - 020303305 / 2019

Major Information of the Deed :- I-0203-03305/2019-24/04/2019



On 22-04-2019

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. 11,51,11,000/-



Kaushik Bhattacharya
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BURDWAN
Burdwan, West Bengal

On 23-04-2019

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

Presented for registration at 22:00 hrs. on 23-04-2019, at the Private residence by Mr Monoranjan Mondal .

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

Execution is admitted on 23-04-2019 by Mr Monoranjan Mondal, MANAGING PARTNER, ANITA ENTERPRISE (Partnership Firm), Dr. S.C. Banerjee Road, 53C/1, P.O - Beliaghata, P.S - Beliaghata, District -South 24-Parganas, West Bengal, India, PIN - 700010

Identified by Mr RAJDEEP GOSWAMI, , Son of Mr MATHURA MOHAN GOSWAMI, 2 No Dhopaparalane, Jhapantala, P.O: RAJBATI, Thana: Bardhaman Sadar, , City/Town: BURDWAN, Burdwan, WEST BENGAL, India, PIN - 713104, by caste Hindu, by profession Advocate

Execution is admitted on 23-04-2019 by Mr Kuldeep Jaiswal, Director, ESHA INVESTMENT & TRADING PRIVATE LIMITED (Private Limited Company), 16, Ganesh Chandra Avenue, 7th Floor, P.O:- Kolkata, P.S - Bowbazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700013

Identified by Mr RAJDEEP GOSWAMI, , Son of Mr MATHURA MOHAN GOSWAMI, 2 No Dhopaparalane, Jhapantala, P.O: RAJBATI, Thana: Bardhaman Sadar, , City/Town: BURDWAN, Burdwan, WEST BENGAL, India, PIN - 713104, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,25,124/- (B = Rs 1,25,110/- ,E = Rs 14/-) and Registration Fees paid by by online = Rs 1,25,124/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/04/2019 1:02PM with Govt. Ref. No: 192019200007244271 on 22-04-2019, Amount Rs: 1,25,124/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 781139653 on 22-04-2019, Head of Account 0030-03-104-001-16



Major Information of the Deed :- I-0203-03305/2019-24/04/2019



Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,011/- and Stamp Duty paid by online = Rs 74,911/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/04/2019 1:02PM with Govt. Ref. No: 192019200007244271 on 22-04-2019, Amount Rs: 74,911/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 781139653 on 22-04-2019, Head of Account 0030-02-103-003-02



Kaushik Bhattacharya
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BURDWAN
Burdwan, West Bengal

On 24-04-2019**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

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

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,011/- and Stamp Duty paid by Stamp Rs 100/-
Description of Stamp

1. Stamp: Type: Impressed, Serial no 818, Amount: Rs.100/-, Date of Purchase: 11/04/2019, Vendor name: K Banerjee



Kaushik Bhattacharya
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BURDWAN
Burdwan, West Bengal



Major Information of the Deed :- I-0203-03305/2019-24/04/2019





Major Information of the Deed :- I-0203-03305/2019-24/04/2019



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0203-2019, Page from 71950 to 72000
being No 020303305 for the year 2019.



Digitally signed by KAUSHIK
BHATTACHARYA
Date: 2019.04.25 12:28:59 +05:30
Reason: Digital Signing of Deed.

(Kaushik Bhattacharya) 4/25/2019 12:28:34 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BURDWAN
West Bengal.



(This document is digitally signed.)