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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AE 426111

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-IV, Kolkata

4 JUL 2021

Additional Registrar of Assurances-IV, Kolkata

DEVELOPMENT AGREEMENT

1. Date: 21st June 2021
2. Place: Kolkata
3. Parties:
 - 3.1.1 **SUDARSHAN KUMAR MAHESWARI**, son of Late Hiralal Maheswari, by religion Hindu, by occupation businessman, Citizen of India, residing at 45, Garcha Road, Police Station Gariahat, Post Office Ballygunge, Kolkata 700 019 and having Income Tax Permanent Account Number AERPM1077N, having Aadhaar No. 2655 7266 3422 and hereinafter referred to as "the First Lessee".

21631

R. GINODIA & CO. Advocates
Ground Floor
6, Church Lane
Kolkata - 700 001

MAD: _____
ADD: _____
Re: _____
13 MAY 2021
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C.E. Court
2 & 3, K. S. Roy Road, West-1.

13 MAY 2021
13 MAY 2021


(VISHAY NABHMAN RAKHAY)





ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

8 JUL 2021

Gani Somendra
S/O Kamalashanti Rana
6, Church Lane
Kolkata - 700001
Service



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

GRN Details

GRN: 192021220025949381 Payment Mode: Online Payment
GRN Date: 06/07/2021 13:15:49 Bank/Gateway: HDFC Bank
BRN : 1489789442 BRN Date: 06/07/2021 13:07:56
Payment Status: Successful Payment Ref. No: 2000997965/3/2021
[Query No*/Query Year]

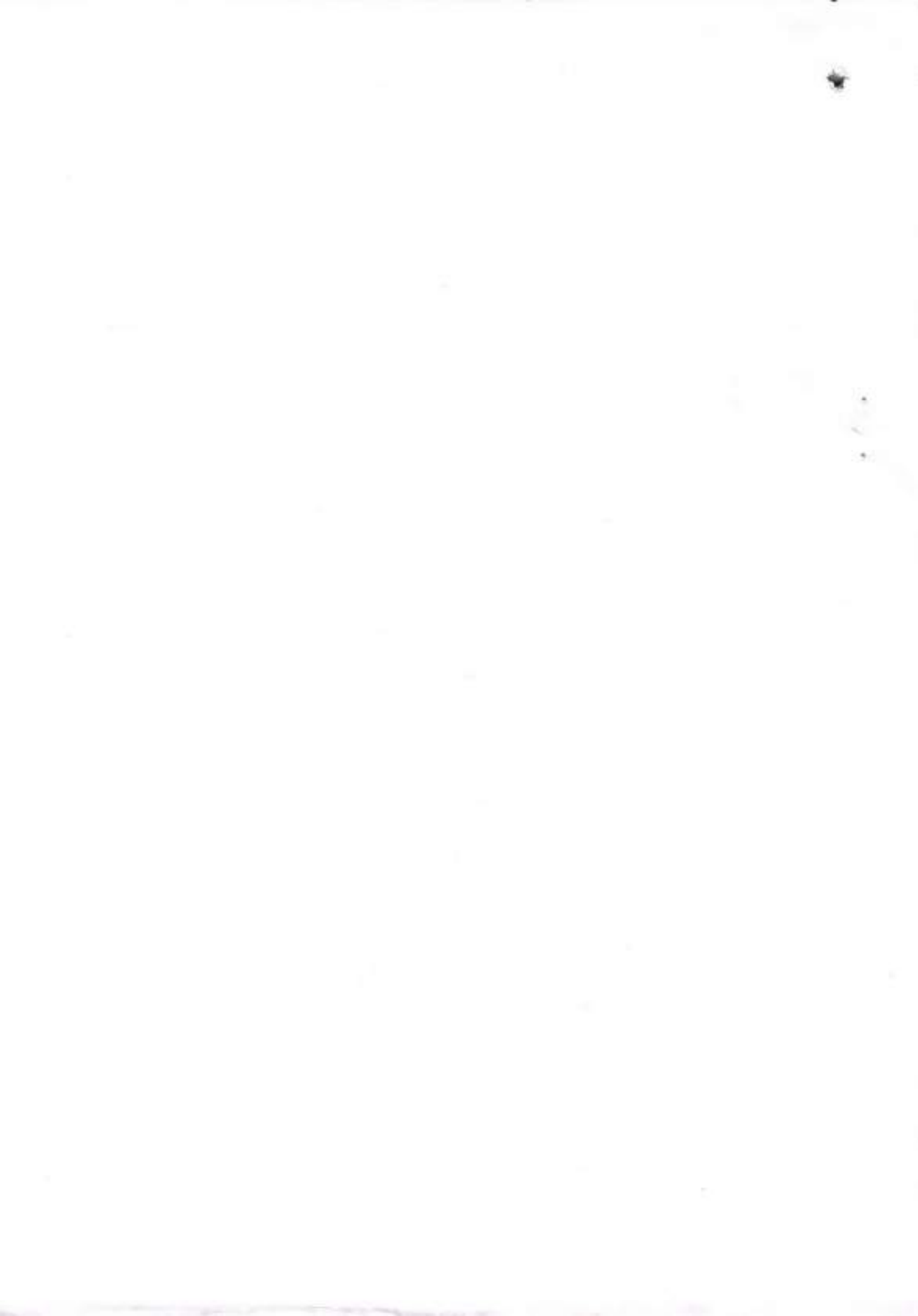
Depositor Details

Depositor's Name: GOURI SANKAR RANA
Address: KOLKATA
Mobile: 9874363905
Depositor Status: Solicitor firm
Query No: 2000997965
Applicant's Name: Mr GOURI SANKAR RANA
Identification No: 2000997965/3/2021
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000997965/3/2021	Property Registration- Stamp duty	0030-02-103-003-02	75045
2	2000997965/3/2021	Property Registration- Registration Fees	0030-03-104-001-16	28
			Total	75073

IN WORDS: SEVENTY FIVE THOUSAND SEVENTY THREE ONLY.










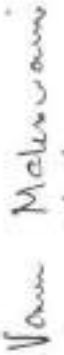
Government of West Bengal

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

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

Signature / LTI Sheet of Query No/Year 19042000997965/2021

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






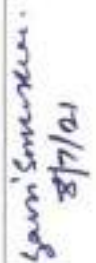
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Sudershan Kumar Mheswari 45, Garcha Road, City:- , P.O:- Ballygunge, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019	Land Lord		3141 	 8/7/2021
2	Mr Varun Maheswari 45, Garcha Road, City:- , P.O:- Ballygunge, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019	Representative of Land Lord [Lumiere Realtech Private Limited] [Little Star Tie-up Private Limited]		3142 	 8/7/2021



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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
3	Mr Vijay Narayan Rathi 1, Garstin Place, City:- Kolkata, , P.O:- GPO, P.S:-Hare Street, District-Kolkata, West Bengal, India, PIN:- 700001	Represent ative of Developer [Tirupati Tower Private Limited]		3140 	 18/11/21
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Gouri Sankar Rana Son of Mr Kamala Kanta Rana City:- Kolkata, , P.O:- GPO, P.S:-Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001	Mr Sudershan Kumar Mheswari, Mr Varun Maheswari, Mr Vijay Narayan Rathi		3149 	 18/11/21

(Mohul Mukhopadhyay)
ADDITIONAL REGISTRAR
OF ASSURANCE
OFFICE OF THE A.R.A. -
IV KOLKATA
Kolkata, West Bengal



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- 3.1.2 **LUMIERE REALTECH PRIVATE LIMITED**, a Company within the meaning of the Companies Act, 2013 having its registered office at 41/A, A.J.C. Bose Road, Police Station Park Street, Post Office Park Circus, Kolkata 700 017 and Income Tax Permanent Account Number AACCL6193N represented by its Director Varun Maheswari son of Sudarshan Kumar Maheswari, by religion Hindu, by occupation businessman, Citizen of India, residing at 45, Garcha Road, Police Station Gariahat, Post Office Ballygunge, Kolkata 700 019 and having Income Tax Permanent Account Number ANXPM4733A, having Aadhaar No. 2677 3437 5567 and hereinafter referred to as **“the Second Lessee”**.
- 3.1.3 **LITTLE STAR TIE-UP PRIVATE LIMITED**, a Company within the meaning of the Companies Act, 2013 having its registered office at 41/A, A.J.C. Bose Road, Police Station Park Street, Post Office Park Circus, Kolkata 700 017 and Income Tax Permanent Account Number AACCL1596R, represented by its Director Varun Maheswari son of Sudarshan Kumar Maheswari, by religion Hindu, by occupation businessman, Citizen of India, residing at 45, Garcha Road, Police Station Gariahat, Post Office Ballygunge, Kolkata 700 019 and having Income Tax Permanent Account Number ANXPM4733A, having Aadhaar No. 2677 3437 5567 and hereinafter referred to as **“the Third Lessee”**.

The First Lessee, the Second Lessee and the Third Lessee are hereinafter collectively referred to as **“the Lessees”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include, in case of the above named individual his heirs, executors, administrators, successors, legal representatives and assigns and in case of the above named companies their respective successors-in-interest and assigns) of the **One Part**;

And

- 3.2 **TIRUPATI TOWER PRIVATE LIMITED**, a Company within the meaning of the Companies Act, 2013 having its registered office at 1, Garstin Place, Police Station Hare Street, Post Office General Post Office Kolkata, Kolkata – 700 001 and Income Tax Permanent Account No. AABCT0495N, represented by its Director Vijay Narayan Rathi, son of Late Satya Narayan Rathi, of 1, Garstin Place, P.O. GPO, P. S. Hare Street, Kolkata-700 001, by religion Hindu, by occupation Business, citizen of India, having Income Tax Permanent Account No. ADKPR4359L, Aadhaar



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No. 802144673611 and 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 successors-in-interest and assigns) of the **Other Part** -

Lessees and Developer individually "**Party**" and collectively "**Parties**".

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. **Background:** The Lessees and Orbit Projects Private Limited ("**Orbit**") had agreed for the development of the said Premises (defined below) by making construction of new buildings and marketing and sub-leasing / assigning / transferring / disposing off the Units and other rights therein ("**Project**") on the terms and conditions recorded in a Development Agreement dated 14th February, 2020 registered at the office of the Additional Registrar of Assurance III, Kolkata in Book No. I, Volume No. 1903-2020, Pages 55184 to 55238, Being No. 190301007 for the year 2020. Pursuant to and in terms of the said Development Agreement dated 14th February, 2020 the Lessees had executed a Power of Attorney dated 22nd February, 2020 registered at the office of the Additional Registrar of Assurance III, Kolkata in Book No. I, Volume No. 1903-2020, Pages 66559 to 66596, Being No. 190301185 for the year 2020 in favour of Orbit and Anand Kumar Neotia. Orbit took steps for development of the said Premises including making payment of the total Deposit payable under the Development Agreement dated 14th February, 2020, obtaining Green Building Certification, No Objection Certificate from Airports Authority of India, Revised Fire Safety Recommendation from the Director, West Bengal Fire and Emergency Services, sanction of Building Plan from the Kolkata Municipal Corporation, etc. and commenced construction of the Project and piling was being made. Subsequently, Orbit transferred its rights and benefits in the Project to the Developer herein on a slump sale basis as a going concern on "as is where is basis" on the terms and conditions recorded in an Agreement made between them. Orbit has issued a letter intimating the aforesaid transfer to the Lessees and requesting them to execute and register a fresh Development Agreement as also a Power of Attorney in favour of the Developer herein on similar terms and conditions as the earlier Development Agreement dated 14th February, 2020 and the earlier Power of Attorney without Orbit being required to be a party thereto since the Developer herein has now become the developer of the




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Project in the place of Orbit. The Developer herein also countersigned the said letter by way of its confirmation and acceptance of the above. Accordingly, Orbit shall not have any further involvement with the Project in any manner whatsoever.

- 4.1 Accordingly this Development Agreement is being executed by the Lessees in favour of the Developer herein in substitution and/or replacement and/or supercession of the earlier Development Agreement dated 14th February, 2020. Immediately upon the execution of this Agreement, the earlier Development Agreement dated 14th February, 2020 shall cease to have further effect and shall stand substituted and/or replaced and/or superseded by this Development Agreement.
- 4.2 Under the earlier Development Agreement dated 14th February, 2020 the Lessees were jointly entitled to 38 percent of the Transfer Proceeds and the Developer was entitled to 62 percent of the Transfer Proceeds. It has now been mutually agreed between the Lessees and the Developer that in view of application being made for sanction of additional FAR / sanction of additional FAR the Lessees shall now be jointly entitled to 33.24 per cent of the Transfer Proceeds and the Developer shall now be entitled to 66.76 per cent of the Transfer Proceeds as mentioned in Clauses 12.2 and 12.3 below.
5. **Subject Matter of Agreement:** Agreement between the Lessees and the Developer with regard to development of ALL THAT the piece or parcel of land measuring about 5 bighas 2 cottahs 15 chittacks and 38 square feet more or less having brick built messuages buildings tenements hereditaments and other structures erected thereon situate, lying at and being Premises No. 58/3, Barrackpore Trunk Road, Kolkata 700 002, Police Station Sinthi (previously Cossipore), under Ward No. 2 of the Kolkata Municipal Corporation ("KMC") and morefully described in the **First Schedule** hereunder written ("said Premises").
6. **Representations**
- 6.1 **Lessees' Representations:** The Lessees have jointly and/or severally represented to the Developer as follows:
- 6.1.1 **Leasehold right in the said Premises:** The Lessees are together the lawful lessees in respect of the said Premises and are fully seized and possessed of and otherwise fully and sufficiently entitled to the said Premises for the period upto 10th October, 2122 together with the first



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right for extension and/or renewal and/or grant of a fresh lease. The devolution of leasehold interest in favour of the Lessees is as mentioned in the **Second Schedule** hereunder written. Based on the documents provided by the Lessee, the Developer has seen the Lease Documents and prima facie satisfied itself.

- 6.1.1.1 Pursuant to the said Leases (defined below), the Lessees herein (for their respective leases) are *inter alia* entitled to:
- a) develop the said Premises or any portion thereof and to erect, develop and/or construct new buildings and structures of any kind whatsoever;
 - b) sub-let, sub-lease, mortgage, assign, sub-divide, amalgamate and/or otherwise deal with any portion of the said Premises and/or the constructions thereon on such terms and conditions and for such consideration as the Lessees may deem fit and proper to the extent of any or all of their respective rights as lessees under the said Leases;
 - c) assign, sub-lease, sub-let, hire out, license, part with possession in part or in whole and/or otherwise deal with constructions and/or spaces in the said Premises whether existing at present and/or which may be constructed thereon in future and/or any parts thereof and/or the leasehold rights of the Lessees for such consideration and on such terms and conditions as the Lessees shall think fit and proper and to collect receive accept and appropriate all considerations rents issues and profits relating to the same;
- 6.1.2 **Possession:** The said Premises in its entirety is in the exclusive khas, vacant, peaceful and physical possession of the First Lessee. The said Premises is butted and bounded on all four sides by boundary walls and no part of the same has been encroached upon and there is at present no dispute with any adjoining property owner or anyone else regarding the possession or the boundary of the said Premises.
- 6.1.3 **Mutation:** The said Premises is mutated in the name of the First Lessee as the present lessee thereof in the records of the Kolkata Municipal Corporation ("KMC").
- 6.1.4 **Marketable interest of Lessees:** The leasehold right and interest of the Lessees in the said Premises is free from all encumbrances,



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charges, liens, claims, demands, mortgages, leases, tenancies, thika tenancies, licenses, liabilities, attachments, occupancy rights, trusts, debutters, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, vestings, alignments, easements and lis pendens whatsoever and the Lessees have a good and marketable leasehold interest in the said Premises and are entitled to lawfully retain, hold, develop and transfer the said Premises under the relevant laws governing the same.

- 6.1.5 **Lessees to Ensure Continuing Marketability:** The Lessees shall at their own costs ensure that the Lessees' leasehold interests and rights in the said Premises continue to remain good and marketable and free from all encumbrances throughout the entire term of the lease (including renewal thereof), that is, till 10th October, 2122 (and renewal thereof) or till transfer of the same in accordance with this agreement, whichever is earlier.
- 6.1.6 **Lessees have Authority:** The Lessees have full right, power and authority to enter into this Agreement and there is no legal bar or impediment regarding the same and appropriate Resolutions/Authorizations to that effect exist.
- 6.1.7 **Not Done Any Act:** The Lessees have not committed any breach, violation and/or default of any of the provisions of their respective leases and that there is no dispute or complaint whatsoever by the owners of the said Premises in relation to the same and the Lessees have not done any act deed or thing whereby their respective leases can or may be prejudicially affected and the same are all good, effectual, valid and subsisting and in full force and effect and have not been forfeited, surrendered or become void or voidable. Other than the documents mentioned in the Second Schedule hereunder written there is no other subsisting document or subsequent document/ correspondence adversely affecting the lease and/or the rights of the Lessees in respect of the said Premises in any manner.
- 6.1.8 **No Prejudicial Act:** The Lessees have not done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement or otherwise in respect of the said Premises.



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- 6.1.9 **No excess vacant land within the meaning of Urban Land (Ceiling & Regulation) Act, 1976:** The Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976 has issued a No Objection Certificate dated 12th December, 2014 under Rule 4 (4) of the Kolkata Municipal Corporation Building Rules, 1990 and consequently there is no excess vacant land in the said Premises.
- 6.1.10 **No alignment:** No portion of the said Premises is affected by any notice or scheme or alignment of any Local Development Authority or the Government or the Kolkata Municipal Corporation or any other Public or Statutory Body or Authority.
- 6.1.11 **No attachment:** The said Premises is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever or howsoever and there is no Certificate case or proceeding against the Lessees and/or their predecessors-in-interest (to the knowledge of the Lessees) for realisation of the arrears of Income Tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force.
- 6.1.12 **No Requisition or Acquisition:** The said Premises is not affected by any requisition or acquisition of any authority or authorities under any law and no notice of requisition or acquisition of the said Premises or any portion thereof has been issued and/or served upon the Lessees and/or in respect of the said Premises and no such proceedings have been initiated and/or are pending in respect thereof.
- 6.1.13 **No mortgage:** The Lessees and/or their predecessors-in-interest (to the knowledge of the Lessees) have not created any registered or equitable mortgage or anomalous or other mortgage or charge or lien in respect of their leasehold interest in the said Premises or any part thereof and the same is free from all charges, encumbrances and liabilities whatsoever or howsoever.
- 6.1.14 **Taxes Paid:** All municipal rates, taxes and outgoings relating to the said Premises have been paid by the First Lessee for the period upto the date of demolition of the buildings and other structures at the said



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Premises and removal of materials, salvage, debris, etc. and at present there are no outstanding demands regarding the same.

- 6.1.15 **Custody of Deeds:** The originals of the documents in respect of the said Premises mentioned in paragraphs 4, 6, 7 and 8 of the **Second Schedule** hereunder written (hereinafter referred to as the "**Original Documents**") were in exclusive possession and custody of the Lessees prior to execution of the earlier Development Agreement dated 14th February, 2020 and no other person or entity had any right or entitlement in respect of the same. Such Original Documents were handed over to Orbit in terms of the said earlier Development Agreement dated 14th February, 2020, and Orbit has handed over the same to the Developer herein as also stated in Clause 10 herein below, which the Developer hereby confirms.
- 6.1.16 **No Guarantee:** No guarantee and/or corporate guarantee or any other security that may affect the said Premises in any manner at any time whatsoever has been given by the Lessees and/or their predecessors-in-interest (to the knowledge of the Lessees).
- 6.1.17 **No Legal Proceeding:** No suit and/or other legal proceeding has been filed and/or is pending regarding the said Premises and there are no orders of any Court of law, tribunal, judicial, quasi-judicial, statutory or any other body or authority affecting the said Premises or any portion thereof and/or the leasehold right and interest of the Lessees in respect of the same.
- 6.1.18 **No Subsisting Previous Agreement:** Save and except the earlier Development Agreement dated 14th February, 2020 and the Power of Attorney dated 22nd February, 2020, the Lessees have not in any way dealt with the said Premises or any part thereof whereby the leasehold right and interest of the Lessees as to the use, enjoyment, development and/or transfer of the said Premises or any part thereof is or may be affected in any manner whatsoever and there is no subsisting agreement, arrangement or understanding whatsoever with any person or entity for transfer, lease, assignment, sub-lease, sub-letting, parting with possession, development or otherwise dealing with or disposing off the said Premises or any part thereof and have not created any third party rights whatsoever.



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6.1.19 **No Restriction:** There is neither any restriction on transfer, assignment, sub-lease or development of the said Premises nor any subsisting order, proceeding, notification, declaration or notice affecting the said Premises and no part of the same has been vested, acquired, requisitioned, attached and/or affected under any law and/or by anybody or authority.

6.2 **Developer's Representations:** The Developer has represented to the Lessees as follows:

6.2.1 **Infrastructure, Expertise and Financial Capacity of Developer:** The Developer is carrying on business of construction and development of real estate and has necessary infrastructure and expertise in this field and the financial capacity and resources to successfully undertake the development of the said Premises and complete and finish the same within the time agreed in this agreement.

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

6.2.3 **Authority:** The Developer has full right, power and authority to enter into this Agreement and appropriate Resolutions / Authorizations to that effect exist.

7. **Basic Understanding:**

7.1 **Agreement:** The Lessees have and/or shall be deemed to have made available for the purpose of development their entire leasehold right and interest in the said Premises free from any and all encumbrances and liabilities whatsoever and capable of being developed, constructed upon and sub-leased / assigned / transferred / disposed off. The development of the said Premises has commenced for making construction of new buildings thereon in accordance with the plans ("**Building Plans**") sanctioned by the KMC being Building Permit No. 2020010055 dated 21st January, 2021 and/or revised from time to time by the KMC as residential-cum-commercial buildings with specified areas, amenities and facilities to be enjoyed in common ("**New Buildings**") as per mutually agreed specifications in the manner envisaged in this Agreement. The constructed spaces/apartments/flats and other rights in the New Buildings ("**Units**") shall



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be transferable in favour of intending transferees (“**Transferees**”) and the Transfer Proceeds shall be shared in terms of this Agreement. The term ‘Transferees’ shall also include the Lessees and the Developer in respect of any Unit(s) that may be retained by them respectively.

7.2 Developer to have development right: For the purposes of development, construction and commercial exploitation of the New Buildings and the Units comprised therein, the Lessees have appointed and/or deemed to have appointed the Developer to develop, construct, market and transfer the New Buildings and the Units comprised therein and take all steps in terms of this Agreement.

8. Appointment and Commencement

8.1 Appointment and Acceptance: The Parties confirm acceptance of the Basic Understanding between them as recorded in Clause 7 above and all other terms and conditions recorded in this Agreement. The Lessees confirm having appointed the Developer as the developer of the said Premises to exclusively execute the Project in accordance with this Agreement. The Developer confirms having accepted such appointment by the Lessees.

8.2 Tenure: This Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed and this agreement subsists.

8.3 Project Implementation: The Developer is entitled to enter into the said Premises in its entirety for the purpose of development in terms of this Agreement and to take all steps for development and transfer in terms of this Agreement. The Developer is entitled to carry out survey, soil testing and other development and construction related works at the said Premises and to do all things and to take all steps for the implementation of the Project. It is expressly made clear that such activities in respect of the said Premises by the Developer for the purpose of development in terms of this Development Agreement are not intended to be and shall not be construed as transfer in terms of Section 2(47) of the Income Tax Act, 1961 or a transfer of possession under Section 53A of the Transfer of Property Act, 1882.

9. Sanction, Approvals and Construction

9.1 Sanction & Approvals: The Building Plans being Building Permit No. 2020010055 dated 21st January, 2021 has already been sanctioned by the



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KMC and certain other Approvals have already been obtained in respect of the said Premises. If any other necessary sanction, approval, permission, clearance, consent, no objection, registration, licence, etc. is required for the implementation of the Project (collectively "**Approvals**") then the same shall be obtained by the Developer at its own costs. The Lessees shall fully co-operate regarding the sanction/revision/extension of the Building Plans and the Approvals and shall sign all documents and papers that may be required for obtaining sanction/revision/extension of the Building Plans and the Approvals. However, in case any Approvals are necessary because of modifications/changes being made in any Unit at the request of the Transferees of such Unit, then the costs, charges, expenses, outgoings and fees for the same shall be borne and paid by the concerned Transferee.

- 9.2 Architects and Consultants:** The Architects and the other consultants, professionals, advisers, etc. for the Project have been and/or shall be appointed by the Developer from time to time. All fees, costs, charges and expenses payable to them shall be have been and/or shall be paid by the Developer.
- 9.3 Demolition of Existing Building and Removal of Debris:** The First Lessee has demolished or caused to be demolished the existing buildings and other structures at the said Premises (including foundations thereof) and has taken away, removed and/or disposed of the materials, salvage, debris, etc.
- 9.4 NEW REAL ESTATE LAW Registration & Compliances:** The Developer shall take steps for obtaining the registration and/or approval of the Project from the concerned authority under the West Bengal Housing Industry Regulation Act, 2017 or the Real Estate (Regulation and Development) Act, 2016 (as be applicable) and/or any other applicable real estate law and/or any other applicable real estate law (hereinafter referred to as "**the New Real Estate Law**") in accordance with law and all costs, charges, expenses, outgoings and fees for the same shall be borne and paid by the Developer. The filings and compliances shall be done by the Developer. The Lessees shall fully co-operate and assist the Developer regarding the above. It is however clarified that the Lessees shall remain liable and responsible at their own costs for timely compliance of all obligations and liabilities of the Lessees as applicable under the New Real Estate Law and to answer and satisfy all queries, questions, requisitions, etc. raised by the concerned authority relating to the leasehold right and interest of the Lessees to the said Premises for grant of registration and/or approval and/or otherwise.



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- 9.5 **Construction of New Buildings:** The construction of the New Buildings has recently commenced. The Developer shall, at its own costs and expenses, construct, erect and complete the New Buildings in accordance with the Building Plans as per the Specifications mentioned in the **Third Schedule** hereunder written or such other specifications as may be mutually agreed between the Lessees and the Developer from time to time.
- 9.6 **Completion Time:** The Developer shall, at its own costs and expenses, construct, erect and complete the New Buildings in accordance with the Building Plans and the mutually agreed specifications and obtain Full Completion/Occupancy Certificate from the KMC within a period of 48 (forty eight) months from the date of commencement of construction ("**Completion Time**") and intimate the same to the Lessees within 15 days thereafter. The Developer shall be entitled to a further period of 18 (eighteen) months from the date of expiry of the Completion Time as a grace period ("**Grace Period**"). Any delay that may be attributable to Force Majeure shall also be added to the Completion Time and the Grace Period.
- 9.7 **Common Portions:** The Developer shall its own costs, construct and/or install and/or make available in the New Buildings, the common areas, amenities and facilities (collectively "**Common Portions**").
- 9.8 **Building Materials:** The Developer shall be authorized to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities required for the construction of the New Buildings.
- 9.9 **Utility Connections:** The Developer shall be entitled to use any existing electricity, water and any other utility connection at the said Premises and shall be liable to pay the costs, charges and expenses for use of the same. The Developer shall be authorized in the name of the First Lessee to apply for and obtain at its own cost temporary/permanent connections of water, electricity, drainage, and other utility connections.
- 9.10 **Co-operation:** Neither Party shall indulge in any activities that may be detrimental to the development of the said Premises and/or may affect the mutual interest of the Parties. Both parties shall provide all cooperation that may be necessary for successful completion of the Project.
10. **Deposit of Original Documents:** The Original Documents deposited under the earlier Development Agreement have been handed over to the Developer



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herein who has custody of the same at present. The Original Documents shall be deposited by the Developer with the Financier for Construction Finance in terms of Clause 13.1 below. After completion of the Project and transfer of all Units and Saleable Spaces, the Original Documents shall be handed over to Lessees or the Association of Transferees, as the situation shall permit.

- 11. Power of Attorney:** Simultaneously with the execution of this Agreement, the Lessees have granted to the Developer and its authorized representatives, a Power of Attorney for the purpose of, inter alia, applying for and obtaining the sanction/revision/extension of the Building Plans and all necessary Approvals from different authorities in connection with the construction of the New Buildings in terms of this Agreement, for doing various acts, deeds and things in connection with construction of New Buildings at the said Premises and for the purpose of booking and assigning / Sub-Leasing / transferring / disposing off the Units in the New Buildings alongwith other properties, benefits, advantages and rights (including but not limited to parking spaces / rights, leasehold interest in the land comprised in the said Premises). Notwithstanding grant of the aforesaid Power of Attorney, the Lessees shall execute all necessary papers, documents, plans, etc. for enabling the Developer to perform its obligations and exercise all its rights and entitlements under this Agreement. Grant of such Power of Attorney by the Lessees shall not however be deemed to affect/diminish in any manner the responsibility, liability or obligation of the Developer under this Agreement in relation to the matters contained in such Power of Attorney. Notwithstanding anything to the contrary contained elsewhere or in any Power of Attorney granted by the Lessees, save and except as mentioned in this Agreement no financial or other liability shall be created or fastened on the Lessees or any of them by virtue of grant of the Power of Attorney or by the exercise of any power or authority under the Power of Attorney and the Developer's nominees who are appointed as the Constituted Attorneys shall neither be entitled to nor create any such liability. It is expressly agreed that the liabilities and obligations of the respective parties shall continue to remain the same as mentioned in this Agreement, irrespective of grant of Power of Attorney.
- 11.1 The powers for transfer of Units in the New Buildings alongwith other properties, benefits, advantages and rights (including but not limited to parking spaces / rights, leasehold interest in the land comprised in the said Premises) by registration of final Deed of Sub-lease/Assignment/Transfer shall be exercised in terms of this agreement only upon completion of the Project and the Lessees having been paid the Lessees' Share of Transfer



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Proceeds in full and having been delivered the Untransferred Areas belonging / allotted to the Lessees in finished condition as herein agreed. Provided That the final Deed of Sub-lease/Assignment/Transfer regarding any particular Unit may be executed and registered by the Constituted Attorney of the Lessees (by virtue of the Power of Attorney being granted simultaneously with the execution of this Agreement) at any time after issue of Completion Certificate/Partial Completion Certificate (as applicable) and upon the Lessees' share of Transfer Proceeds in respect of such Unit having been paid to the Lessees to their full and final satisfaction.

- 11.2 Further, the powers for accepting bookings and entering into agreements for transfer of Units shall be exercised in terms of this agreement after registration under the New Real Estate Law.

12. Sharing of Transfer Proceeds of Units in the New Buildings:

- 12.1 **Transfer of Units:** The Units in the New Buildings upon development of the Project (including car parking spaces, servant quarters, open terraces, etc. if any,) shall be assigned / Sub-Leased / transferred / disposed off together with undivided, indivisible, impartible, proportionate share and/or interest in the land comprised in the said Premises and the Common Portions, and all receivables regarding the same as also any amount that may be received from the Transferees on account of interest, penalty, compensation and/or forfeited amount and/or transfer/nomination fee, etc. excluding however the Goods & Service Tax (collectively "**Transfer Proceeds**") shall be allocated between the parties as mentioned below. It is further clarified that the amounts receivable by the Developer under Clause 20.1 are not part of the Transfer Proceeds and the same shall belong solely to the Developer.
- 12.2 **Lessees' Share of Transfer Proceeds:** The Lessees' Share of Transfer Proceeds shall mean 33.24 (thirty three point two four) per cent of the Transfer Proceeds. As between the Lessees, the Lessee No. 1 shall be entitled to 90 (ninety) per cent of the Lessees' Share of Transfer Proceeds, the Lessee No. 2 shall be entitled to 5 (five) per cent of the Lessees' Share of Transfer Proceeds and the Lessee No. 3 shall be entitled to 5 (five) per cent of the Lessees' Share of Transfer Proceeds. It is made clear that the Developer shall not have any obligation, responsibility or concern regarding such sharing between the Lessees.



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- 12.3 **Developer's Share of Transfer Proceeds:** The Developer's Share of Transfer Proceeds shall mean 66.76 (sixty six point seven six) per cent of the Transfer Proceeds.

The shares of the Lessees and the Developer (i.e. the ratio of 33.24 : 66.76) stated heretofore is hereinafter referred to as "the **Agreed Ratio**".

13. Financials:

- 13.1 **Project Finance:** The Developer may arrange for obtaining construction finance for the Project (**Construction Finance**) by a Bank/Financial Institution (**Financier**). The Developer shall be entitled to deposit the Original Documents of the said Premises with the Financier as security for the purpose of Construction Finance. For the aforesaid purpose, the Lessees shall personally sign necessary documents (it being clarified that the Attorney of the Lessee or the Developer shall be entitled to sign such documents on behalf of the Lessee only in the event of the Lessees failing to sign the same even after expiry of a period of 30 days from the receipt of such documents from the Developer alongwith all other relevant papers and documents, if applicable) to create a mortgage/charge in favour of the Financier for availing such Project Finance Provided That the Lessees shall not have any liability whatsoever to repay the Construction Finance obtained by the Developer and/or any interest, penalty or other amounts relating to the same (collectively **Construction Finance Liability**) and the Developer hereby indemnifies and agrees to keep indemnified the Lessees against any claim, demand, costs, damages, liability or loss whatsoever relating to Construction Finance / Construction Finance Liability. The Developer shall be solely liable for repaying the Construction Finance / Construction Finance Liability and the said finance shall only be used for the purpose of this Project.
- 13.2 **Deposit:** The Deposit payable under the earlier Development Agreement dated 14th February, 2020 was fully paid to the Lessees and has been transferred to the credit of the Developer herein
- 13.3 **Distribution of Transfer Proceeds:** The principal policy decisions regarding the marketing and transfer of the Project (i.e. the Units in the New Buildings) including deciding the launch price/transfer price/revised price, shall be taken by the Developer in consultation with the Lessees. The Developer shall take all necessary steps and day-to-day decisions accordingly and keep the Lessees updated regularly. The Transfer Proceeds



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shall be collected by the Developer by cheques / demand drafts / pay orders / RTGS issued in its name. All Transfer Proceeds (excluding Goods & Service Tax) shall be deposited by the Developer in a separate Bank Account ("**Transfer Proceeds Bank Account**") only and the same shall be used and/or utilized in accordance with the New Real Estate Law. All distributions between the Lessees and the Developer shall be made in accordance with the New Real Estate Law in the respective ratios mentioned in Clause 12.2 and 12.3 above as hereinbelow mentioned and standing instructions to the Bank (which cannot be changed without Lessees' consent) shall be given accordingly:

- i) a sum equivalent to 30% of the Transfer Proceeds to a separate bank account (in short called "**Distribution Account**") to be jointly maintained by the Lessees and the Developer and to be automatically distributed (based on standing instructions) as follows:
 - a) A sum equivalent to 9.97% of the Transfer Proceeds to be immediately and forthwith transferred to the separate joint bank account of the Lessees towards part payment of Lessees' Share of Transfer Proceeds;
 - b) A sum equivalent to 20.03% of the Transfer Proceeds to be transferred to the separate bank account of the Developer towards part payment of Developer's Share of Transfer Proceeds;
- ii) a sum equivalent to 70% of the Transfer Proceeds to a separate bank account (in short called " the New Real Estate Law **Account**") to be maintained and to be distributed in accordance with the New Real Estate Law.

13.3.1 All amounts lying in the New Real Estate Law Account shall be transferred to the Distribution Account in accordance with the scheduled progress of construction and from there the same shall be transferred to the respective separate accounts of the Parties forthwith in the Agreed Ratio.

13.4 **Refund of the Deposit:** Upon the Lessees receiving each payment towards the Lessees' Share of Transfer Proceeds, they shall within 15 days thereof pay to the Developer mutually agreed amount on an equitable basis as refund towards part repayment of the Deposit. The Developer shall not be required



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to pay any further amount towards the Lessees' Share of Transfer Proceeds till the refund in respect of the previous payment is received. Such refund shall continue till the total amount of Deposit paid is refunded.

- 13.5 **Goods & Service Tax:** The Goods & Service Tax relating to development and construction shall be paid by the Developer who shall comply with the applicable provisions regarding the same and keep the Lessees indemnified with regard thereto. The Goods & Service Tax in respect of the transfer of the Units to the Transferees shall be payable by the Transferees and shall be collected by the Developer from the Transferees. The same shall not form part of Transfer Proceeds and shall not be required to be deposited in the Transfer Proceeds Bank Account. The Developer shall pay the Goods & Service Tax payable to the concerned authority in accordance with law in respect of the transfer of the Units to the Transferees out of the amounts received from the Transferees the Goods & Service Tax. In the event any Unit is retained by the Lessees then the Goods & Services Tax in respect of such Unit, if applicable, shall be paid by the Lessees who shall comply with the applicable provisions regarding the same and keep the Developer indemnified with regard thereto.
- 13.6 The accounts will be reconciled at the end of every 3 (three) months and if it is found that any party has received less than its allocation of Transfer Proceeds mentioned in Clause 12 distributable till that time, then the difference amount payable to such party shall be paid by the other party within 15 days. Interest at the rate of 12 per cent per annum shall be payable for delay in payment. In the event any liability of any Party be found to be due and paid by the other Party, then the same shall be adjusted at the time of reconciliation.
14. **Transfer of Units to Transferees:** The Units in the New Buildings shall be sub-leased / assigned / transferred in favour of the Transferees by initially entering into Agreements for Sub-Lease / Assignment / Transfer and ultimately Deeds of Sub-Lease / Assignment / Transfer. The Lessees and the Developer shall be parties in all such Agreements and Deeds of Sub-Lease / Assignment / Transfer. The costs of such Agreements and Deeds of Sub-Lease / Assignment / Transfer in respect of the entirety of the New Buildings including stamp duty and registration fees and all legal fees and expenses incidental or related thereto shall be borne and paid by the respective Transferees.



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- 14.1 The transfer of Units in the New Buildings shall be effected in terms of Clause 11.1.
- 14.2 Further, the bookings to be taken and agreements for transfer of Units to be entered into shall commence only after registration under the New Real Estate Law.
- 14.3 **Refunds and Interest:** Any interest, damage or compensation payable to any Transferee or other person relating to the New Buildings otherwise than (i) due to delay or default on the part of the Developer in compliance of its obligations hereunder or towards the Transferees in accordance with the agreements to be entered by the Developer with the Transferees or (ii) due to any delay or default by the Lessees in complying with its obligations hereunder, shall be payable by the parties in the Agreed Ratio. Such interest, damage or compensation payable to any Transferee shall be entirely payable by the Developer if the same arises due to delay or default on the part of the Developer in compliance of its obligations hereunder or towards the Transferees in accordance with the agreements to be entered by the Developer with the Transferees. Similarly such interest, damage or compensation payable to any Transferee shall be entirely payable by the Lessees if the same arises due to delay or default on the part of the Lessees in compliance of its obligations hereunder or towards the Transferees (if any) in accordance with the agreements to be entered by the Developer with the Transferees, in which the Lessees are made parties.
15. **Municipal Taxes and Outgoings:** All Municipal rates, taxes and outgoings (collectively **Rates**) in respect of the said Premises relating to the period (i) upto the date of demolition of the existing buildings and other structures at the said Premises and removal of materials, salvage, debris, etc. shall be borne, paid and discharged by the First Lessee, (ii) thereafter the Rates not exceeding Rs.10,553/- per quarter shall be borne, paid and discharged by the Developer till the date of issue of the Completion/Occupancy Certificate and the Rates, if any, in excess of Rs.10,553/- per quarter shall be shared by the First Lessee and the Developer in the same ratio as the Transfer Proceeds till the date of grant of the Completion/Occupancy Certificate and (iii) thereafter from the date of grant of the Completion/Occupancy Certificate the Rates shall be borne, paid and discharged by the respective Transferees.
16. **Post Completion Maintenance and Division of Untransferred Areas:**



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

16.2 **Untransferred Areas:** Subject to the compliance of all terms and conditions of this Agreement, the areas in the New Buildings at the said Premises remaining untransferred after expiry of a period of 6 (six) months from the date of receipt of the Completion Certificate may, if the parties mutually agree, be divided and allocated between the Lessees and the Developer in the same ratio as the Transfer Proceeds and the parties shall in respect of their respective allocations after such division comply with all terms and conditions as applicable to other Transferees. The Goods and Services Tax, if applicable, in respect of the un-transferred areas allotted to the Lessees shall be paid by the Lessees who shall comply with the applicable provisions regarding the same and keep the Developer indemnified with regard thereto. The transfer proceeds realised from such untransferred units after division and allocation shall be appropriated by the Lessees or Developer solely and exclusively for their respective portions. The Developer shall be obliged to complete the transfer (including registration of the Deeds of Sub-Lease / Assignment / Transfer) of the Untransferred Areas allotted to Developer within 2 (two) years from the date of issue of completion certificate or within such further period as may be mutually agreed by the parties.

17. Principal Obligations of Developer:

17.1 **Completion of construction within Completion Time:** The Developer shall complete the construction of the New Buildings to the extent necessary for giving notice under Clause 16.1 above within the Completion Time and Grace Period subject to Force Majeure Provided However that in case of revised/additional/modified sanction, the time required for the same shall be added.

17.2 **Compliance with Laws:** The Developer shall execute the Project and make construction of the New Buildings in conformity with the prevailing laws.



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- 17.3 **Involvement of other consultants, etc.:** The Developer shall be responsible for development and construction of the New Buildings and marketing and transfer of the Units with the help of the Architects, consultants, professionals, contractors, etc.
- 17.4 **Specifications:** The Developer shall use building materials as per the specifications mentioned in the **Third Schedule** hereunder written and/or such other specifications as may be mutually agreed.
- 17.5 **Adherence by Developer:** Subject to the Lessees complying with their obligations in terms of this Agreement and/or under the applicable laws, the Developer has assured the Lessees that it shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.
- 17.6 **Construction at Developer's Risk and Cost:** The Developer shall construct and complete the New Buildings at its own cost and risk. The Developer shall be responsible and liable to Government, KMC and other authorities concerned and to the occupants/Transferees/third parties for any loss or for any claim arising therefrom and hereby indemnifies and agrees to keep indemnified the Lessees against all claims, losses or damages for any default or failure or breach on the part of the Developer.
- 17.7 **Tax Liabilities:** The taxes, levies, duties, etc. in relation to the development and construction of the New Buildings/Project shall be paid by the Developer. However, the income tax/capital gains tax payable by the Lessees on the income arising out of transfer of the Units in the New Buildings shall be payable by the Lessees.
- 17.8 **Approvals for Construction:** The Developer shall obtain all Approvals required from various Government authorities to commence, execute and complete the Project save and except those that have already been obtained prior to the execution of this Agreement. The Lessees shall fully assist and co-operate with the Developer in this regard and shall sign all documents and papers that may be reasonably required for the same in relation to the said Premises.
- 17.9 **Responsibility for Marketing and Brokerage:** The transferable constructed spaces/Units in the New Buildings shall be marketed and transferred in terms of this agreement and the Developer shall decide the marketing strategy, budget, selection of publicity material, media etc. and shall bear the costs of



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the same. The brokerage payable for transfer of the Units shall be paid by the Developer.

17.10 Assignment: The Developer shall not assign this Agreement or any rights or benefits hereunder to outside parties without the prior written consent of the Lessees provided however that no consent shall be necessary in case of the Developer assigning this Agreement in favour of any of its Group Company/LLP, that is, any Company/LLP under the management and control of Mr. Basant Kumar Parakh.

17.11 No Dealing with the said Premises: The Developer hereby covenants not to let out, grant lease, mortgage and/or charge the said Premises or any portion thereof save in the manner envisaged by this Agreement.

17.12 Stamp Duty and Registration Fee: The Developer shall pay and bear the entire amount of Stamp Duty and the registration fee payable in respect of this Development Agreement and the Power of Attorney to be granted pursuant hereto.

18. Principal Obligations of Lessees

18.1 Leasehold Right & Interest: The Lessees shall ensure that their leasehold right and interest in the said Premises continues to remain good and marketable free from all encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies, licenses, occupancy rights, trusts, debutters, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, attachments, vestings, alignments, easements, liabilities and lispendens throughout the entire term of the lease (including renewal thereof), that is, till 10th October, 2122 (and renewal thereof) or till transfer of the same in accordance with this agreement, whichever is earlier. The Lessees shall forthwith rectify/remedy defects or deficiencies, if any, in their leasehold right & interest and resolve any issue that may arise regarding the same or any encumbrance etc. (pertaining to the Lessees' leasehold rights and interest) at their own costs and keep the Developer fully indemnified in this regard.

18.2 Co-operation with Developer: The Lessees undertake to fully co-operate with the Developer for obtaining all Approvals required for development of the said Premises and to sign all documents and papers that may be required for the same.



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- 18.3 **Documentation and Information:** The Lessees undertake to provide the Developer with necessary documentation and information relating to the said Premises as may be required by the Developer from time to time.
- 18.4 **No Obstruction to Developer:** Subject to the Developer complying with its obligations in terms of this Agreement and/or under the applicable laws, the Lessees covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions and/or exercising its rights and entitlements under this Agreement.
- 18.5 **No Dealing with the said Premises:** The Lessees hereby covenant not to let out, grant lease, mortgage and/or charge the said Premises or any portion thereof save in the manner envisaged by this Agreement.
- 18.6 **Adherence by Lessees:** Subject to the Developer complying with its obligations in terms of this Agreement and/or under the applicable laws, The Lessees have assured the Developer that they shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.
- 19. Indemnity**
- 19.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Lessees saved, harmless and indemnified of from and against any and all actions, suits, proceedings, claims, losses, damages, costs, charges, expenses, liabilities, demands and consequences (whether criminal or civil or revenue) whatsoever suffered by the Lessees relating to the development and/or to the construction of the New Buildings or due to delay thereof and also arising from any breach of this Agreement by the Developer and/or arising from any breach, default or violation of any law, permission, rules, regulations or by-laws relating to development and construction and/or arising out of any accident due to negligence of the Developer during development and construction and/or arising from any of the declarations, representations, agreements and assurances made or given by the Developer being incorrect and/or arising due to any act, omission, breach or default of the Developer.
- 19.2 **By Lessees:** The Lessees hereby indemnify and agree to keep the Developer saved, harmless and indemnified of from and against any and all actions, suits, proceedings, claims, losses, damages, costs, charges, expenses, liabilities, demands and consequences (whether criminal or civil or revenue) whatsoever suffered by Developer relating to the Lessees' leasehold right and interest in the said Premises and/or arising from any breach of this



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Agreement by the Lessees and/or arising due to any defect/deficiency in the Lessees' leasehold right and interest in the said Premises and/or due to any encumbrance, etc. and/or arising from any of the declarations, representations, agreements and assurances made or given by the Lessees being incorrect and/or arising due to any act, omission, breach or default of the Lessees.

20. Miscellaneous

- 20.1 **Developer to Collect Additional Payments & Deposits:** The Developer shall be entitled to collect in respect of all Units of the New Buildings all additional charges, expenses and/or deposits. These shall include corpus deposit/sinking fund, deposit/expenses for formation of the Maintenance Company, Common Expenses, Maintenance Charges and deposits for the same, Municipal Taxes and deposits for the same, purchase and installation of generator, deposits demanded by the electric supply authority and other agencies as also the charges and expenses for HT electric equipment and cabling, Project Advocates' Fees, charges for additional work and amenities that may be provided in addition/modification of the specifications agreed with the Transferees, charges, outpocket expenses and fees payable for changes/ regularization/ completion under applicable Rules or provisions, etc. It is clarified that the aforesaid additional charges, expenses and/or deposits shall belong exclusively to the Developer and shall not be included as part of Transfer Proceeds.
- 20.2 **Documentation:** The documents for transfer including Agreements for Sub-Lease / Assignment / Transfer of Units and Deeds of Sub-Lease / Assignment / Transfer for the New Buildings/Project shall be prepared by R. Ginodia & Co., Advocates of Ground Floor, 6, Church Lane, Kolkata ("Project Advocates") and approved by the Parties. The fees and cost of preparation, stamping, registration and other charges of the Agreements for Sub-Lease / Assignment / Transfer and the Deeds of Sub-Lease / Assignment / Transfer shall be paid by the Transferees of the Units of the New Buildings.
- 20.3 **Additional/Further Construction:** The expected FAR in respect of the said Premises is 2.0 plus 10 per cent on account of Green Building certification. If at any time additional/further constructions becomes permissible on the said Premises due to any additional FAR in excess of the above, then such additional/further constructions shall be made by the Developer. The Lessees Share of Transfer Proceeds in respect of such additional/further constructions shall be 50 per cent of surplus from the transfer proceeds received in respect



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of the additional/further construction after retention therefrom by the Developer, of all costs, charges and expenses (including miscellaneous and incidental expenses) incurred for the additional sanction and for the construction of such additional/further construction.

- 20.4 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions, correspondence and agreements between the Parties, written, oral or implied.
- 20.5 **Validity:** The parties are executing this Agreement as a legally binding contract with intent to be bound by the terms hereof. If any term or provision herein contained shall be held to be invalid or unenforceable, the same shall not affect the validity or enforceability of the other provisions of this Agreement and the parties shall endeavor to replace such term or provision with a valid and enforceable term or provision which corresponds best to the original intention.
- 20.6 **Counterparts:** This Agreement is being executed in duplicate. The original Agreement shall be stamped and registered at the costs and expenses of the Developer and the Developer shall be entitled to the custody of the same. The duplicate copy of the Agreement shall be retained by the Lessees.
- 20.7 **Essence of the Contract:** The Lessees and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract. Moreover, consequences of various acts and omissions of the parties may not have been specifically covered in this agreement and all of them shall be treated / applicable equitably and justly and the defaulting party shall suitably compensate the suffering party for all losses damages costs claims and demands and there shall be mutual indemnity to that extent.
- 20.8 **No Partnership:** The Lessees and the Developer have entered into this Agreement purely on a principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 20.9 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights. A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion.



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- 20.10 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 20.11 **Names of New Buildings:** The name of the New Buildings shall be "**Orbit Lumiere**".
- 20.12 **No Transfer at present:** Nothing in these presents shall be construed as a transfer, demise, assignment or conveyance in law of the said Premises or any part thereof to the Developer by the Lessees. No transfer of any interest is intended to be or is being made by virtue of this Agreement. The transfer of interest is intended to and shall take place only after completion of the New Buildings.
- 20.13 **Transfers:** It is agreed and clarified all transfers to be effected pursuant to this agreement in favour of the Transferees shall preferably be of the nature of assignment of lease, to the extent permissible, the intent being that the Lessees are absolved from their obligations under the Lease Documents after completion of the Project and transfer of all units therein by registration of deeds, which all shall stand assigned and transferred to the Transferees proportionately.

21. Force Majeure

- 21.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement which arises from, or is attributable to Acts of God, natural calamities, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightening, storm, tempest, fire, explosion, earthquake, subsidence, pandemic, epidemic or other natural physical disaster, war, military operations, riot, crowd disorder, strike, lock-outs, partial or full lockdown or any other restriction imposed by the Government or any other authority, labor unrest or other industrial action, terrorist action, civil commotion, non-availability/shortage of construction material in West Bengal, delays due to any legislation, regulation, ruling or omissions (including delay or failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) adversely affecting the Project or any Government or Court orders which cannot be attributable to any act, omission, default or violation of the concerned party.



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- 21.2 If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, then such Party shall not be deemed to have defaulted in the performance of its contractual obligations and the time periods mentioned in this Agreement shall stand suitably extended Provided That the concerned Party shall inform the other Party in writing within 30 (thirty) days of the commencement of the event of Force Majeure specifying the nature and extent of the circumstances giving rise to the event/s of force majeure and similar notice in writing shall also be given upon cessation of the Force Majeure event.
22. **Amendment/Modification:** The parties may add to, alter, amend and/or modify this Agreement or any part hereof in such manner as may be mutually agreed in writing provided however it shall not be necessary to register such writing. No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the Parties and/or unless the same is mutually accepted and admitted by the parties.
23. **Notice:** Any notice or other written communication given under or in connection with this Agreement may be delivered by hand against written acknowledgment, or sent by registered post with acknowledgement due to the address of the relevant Party mentioned in this agreement or such other address as may be notified in writing by each Party from time to time.
24. **Arbitration:** Any dispute or difference between the parties hereto relating to and/or concerning the said Premises or any portion thereof and/or arising out of and/or relating to and/or concerning this Agreement or any term or condition herein contained and/or any breach thereof and/or relating to interpretation thereof shall be resolved by mutual discussions between the parties amicably, failing which the same shall be referred to arbitration a sole Arbitrator to be appointed in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the sole Arbitrator shall have summary powers and may make or give interim orders, awards and/or directions and shall be entitled to grant specific performance, damages, interest, etc. The sole Arbitrator shall be entitled to avoid all rules relating to evidence and procedure as are expressly avoidable under the law but shall give reasons for the award. The Award(s) made by the sole Arbitrator shall be final and the parties agree to be bound by the same.




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25. **Jurisdiction:** In connection with the aforesaid arbitration proceedings, the Courts at Kolkata only shall have exclusive jurisdiction to receive, entertain, try and determine all actions and proceedings.
26. **Rules of Interpretation:**
- 26.1 **Statutes:** In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.
- 26.2 **Number:** In this Agreement, any reference to singular includes plural and vice-versa.
- 26.3 **Gender:** In this Agreement, words denoting any gender includes all other genders.
- 26.4 **Party:** In this Agreement, any reference to a Party is to a party to this Agreement.
- 26.5 **Clause or Paragraph:** In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.
- 26.6 **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 26.7 **Headings:** In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or




ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA

6 JUL 2021

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

27. Schedules:

First Schedule
(“the said Premises”)

ALL THAT the piece or parcel of land measuring about 5 bighas 2 cottahs 15 chittacks and 38 square feet more or less having brick built messuages buildings tenements hereditaments and other structures (together measuring about 5000 square feet) erected thereon situate, lying at and being Premises no. 58/3, Barrackpore Trunk Road, Kolkata 700002, Police Station Sinthi (previously Cossipore), under Ward no. 2 of the Kolkata Municipal Corporation and butted and bounded in the following manner:

On the North :	By more than 9 meters wide road;
On the East :	By Premises No. 58/2, Barrackpore Trunk Road and the passage;
On the South :	By road; and
On the West :	By Premises No. 58/4, Barrackpore Trunk Road.

OR HOWSOEVER OTHERWISE the same may be called known numbered described or distinguished

The said Premises is delineated on the **Plan** attached and bordered in **Green** colour thereon.

Second Schedule
(Devolution of Leasehold Right and Interest)

1. One Biswanath Roy, since deceased, was during his lifetime the sole and absolute owner of ALL THAT the said Premises morefully described in the **First Schedule** hereinabove written.
2. The said Premises was given on lease for a period of 30 years from 1st April, 1963 to 31st March, 1993 by the said Biswanath Roy by virtue of a registered Indenture of Lease. Upon expiry of the aforesaid lease, the lessee therein did not vacate and continued in occupation (hereinafter referred to as “the said Occupation”)



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

8 JUL 2022

3. The said Biswanath Roy died intestate on or about 12th August, 2000 leaving behind his widow Smt. Mira Roy and two sons being Debabrata Roy and Subrata Roy as his only legal heirs who thus jointly became entitled to the said Premises subject to the said Occupation.
4. By and under a Deed of Lease dated 11th October 2002 made between Smt. Mira Roy, Debabrata Roy and Subrata Roy (as Lessors of the One Part) and the First Lessee herein (therein referred to as the Lessee of the Other Part) a lease for a period of 60 years was granted subject to the said Occupation with effect from 11th October, 2002 on the terms and conditions therein contained. The said Deed of Lease dated 11th October, 2002 was registered at the office of the Additional Registrar of Assurances, Kolkata in Book No. I, Volume No. 3, Pages 1 to 17, Being No. 5403 for the year 2002.
5. The said Smt. Mira Roy died intestate on or about 12th March, 2010 leaving behind Debabrata Roy and Subrata Roy as her only legal heirs. Accordingly, the Debabrata Roy and Subrata Roy (herein referred to as "the Owners") became the absolute lawful owners of the said Premises subject to the said Occupation and the aforesaid lease in favour of the First Lessee.
6. The Owners have issued a Consent Letter dated 14th January, 2014 inter alia granting consent to the First Lessee for demolishing the existing buildings and structures and constructing new buildings and structures on the said Premises and for transfer, assignment and/or sub-lease of the leasehold interest in whole or in parts. The Owners have also executed a Declaration dated 14th January, 2014 inter alia regarding the above. The said Deed of Lease dated 11th October, 2002, the said Consent Letter dated 14th January, 2014 and the aforesaid Declaration dated 14th January, 2014 are collectively referred to as "the First Lease".
7. By and under a Deed of Lease dated 15th January 2014, the Owners as Lessors of the One Part and the Second Lessee as Lessee of the Other Part, the Second Lessee was granted lease in respect of the said Premises for a term of 30 years commencing from 11th October, 2062. The said Deed of Lease dated 15th January 2014 was registered at the Office of the Additional Registrar of Assurances, Kolkata in Book No. I, CD Volume No. 3, Pages 2983 to 3002, Being No. 00591 for the year 2014. The said Deed of Lease dated 15th January 2014 is referred to as "the Second Lease".
8. By and under a Deed of Lease dated 15th January 2014, the Owners, as Lessors of the Other Part and the Third Lessee as Lessee of the Other Part,



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OF ASSURANCES-IV, KOLKATA

8 JUL 2018

the Third Lessee was granted lease in respect of the said Premises for a term of 30 years commencing from 11th October, 2092. The said Deed of Lease dated 15th January 2014 was registered at the Office of the Additional Registrar of Assurances, Kolkata in Book No. 1, CD Volume No. 3, Pages 2963 to 2982, Being No. 00590 for the year 2014. The said Deed of Lease dated 15th January 2014 is referred to as "the Third Lease".

9. The said Occupation has been vacated and surrendered and vacant and peaceful possession of the said Premises in its entirety is now with the First Lessee.
10. Accordingly, by virtue of the First Lease, the Second Lease and the Third Lease (hereinafter collectively referred to as "the said Leases"), the Lessees herein became entitled to the leasehold right and interest with respect to the said Premises.

Third Schedule

(Specifications)

Foundation	: Reinforced Concrete Cement structure
Wall Finish	: Interior – AAC Blocks with Plaster of Paris or equivalent Exterior - high quality cement / textured paint
Flooring	: Master Bedroom – Vitrified Tiles Other Bedrooms – Vitrified Tiles Living/Dining – Vitrified Tiles
Kitchen	: Anti skid tiles in flooring Granite Platform with Stainless steel sink Dado of ceramic tiles upto 2 (two) feet above the counter/platform. Electrical Point for Refrigerator, Aquaguard and Exhaust
Toilet	: Anti skid ceramic tiles in flooring Toilet walls – standard ceramic tiles on the walls upto 7 (seven) feet Sanitary ware of Parryware/ Hindware or equivalent



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA

8 JUN 2011

	CP fittings of Jaguar/ESS ESS/Hindware or equivalent
	Electrical point for Geyser and Exhaust Fan
	Plumbing provision for Hot and Cold water line
Doors and Windows	: Door Frame – made of seasoned and treated wood
	Main Door – Solid core flush doors with decorative handles
	Main Door Fittings – Godrej/Yale or equivalent
	Internal Doors – Solid core flush doors
	Windows – Fully glazed anodized/powder coated aluminum windows
Electricals	: Cable TV, Telephone & Broadband wiring in Living/Dining
	Adequate 15 (fifteen) ampere and 5 (five) ampere Electrical Points in all bedrooms, Living/Dining, Kitchen and Toilet
	Concealed copper wiring with Central MCB of reputed brands
	Door bell point at the main entrance door
	Modular switches of reputed brands
	AC Point in Living/Dining and all bedrooms
Common Lighting	: Overhead Illumination for compound and street lighting
	Necessary Illumination in all lobbies, staircases and common areas
Lift, Stairs and Lobbies	: Lift of OTIS/KONE/equivalent make
	Stair and Floor Lobbies – Kota Stone/Granite/Tiles
	Entrance Ground floor lobby for each building – combination of marble, granite and/or designer tiles



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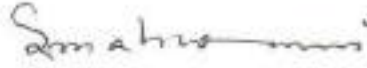
ADDITIONAL REGISTRAR
OF ASSURANCES IV, KOLKATA

8 JUL 2021



28. Execution and Delivery


In Witness Whereof the Parties have executed this Agreement on the date mentioned above.



 For LUMIERE REALTECH PVT. LTD.
 Vam Mahswani
 Director
 For Little Star Tie-up Pvt. Ltd.
 Vam Mahswani
 Director
 Lessees

TIRUPATI TOWER PVT. LTD.


 Director
 Developer

Witnesses:

Signature 
 Name GOVIND SANKAR RANA
 Father's Name L. Karna Karti Rana
 Address G, Church Lane
Kolkata-1

Signature 
 Name Tirthankar Mishra
 Father's Name Late Babu K. Mishra
 Address 1, Ganesh Place,
Kolkata - 70001

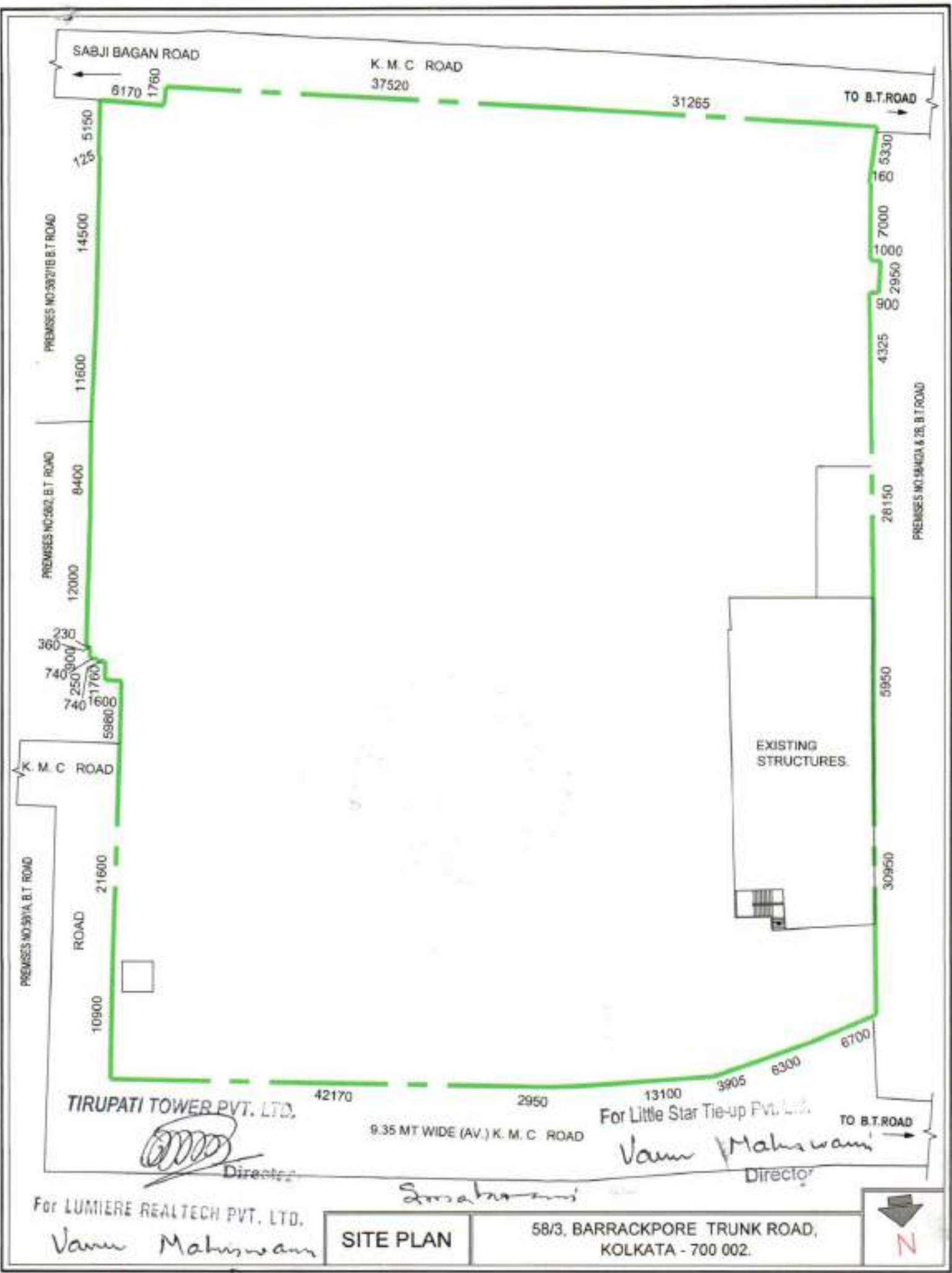
Drafted by : Varsha Dudhwewala
Varsha Dudhwewala
F/1057/1184/2020
 R. Ginodia & Co., Advocates
 Ground Floor, 6, Church Lane,
 Kolkata-700 001.



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

8 JUL 2021





TIRUPATI TOWER PVT. LTD.

[Signature]
Director

For Little Star Tie-up Pvt. Ltd.
Vann Mahswani
Director

For LUMIERE REALTECH PVT. LTD.
Vann Mahswani
Director

SITE PLAN

58/3, BARRACKPORE TRUNK ROAD,
KOLKATA - 700 002.

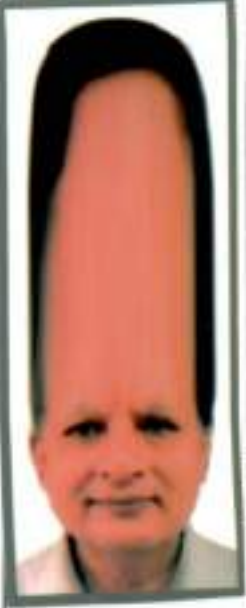




































ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

8 JUL 2021

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants and or purchaser Presentants					
		(Left Hand)				
		Little	Ring	Middle	Fore	Thumb
						
		(Right Hand)				
		Thumb	Fore	Middle	Ring	Little
						
		Signature : <i>Sonabhojani</i>				
		(Left Hand)				
		Little	Ring	Middle	Fore	Thumb
						
		(Right Hand)				
		Thumb	Fore	Middle	Ring	Little
						
		Signature : <i>Vann Maheswari</i>				
		(Left Hand)				
		Little	Ring	Middle	Fore	Thumb
						
		(Right Hand)				
		Thumb	Fore	Middle	Ring	Little
						
		Signature : <i>[Signature]</i>				



✓

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

8 JUL 2024



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

VARUN MAHESWARI

SUDARSHAN KUMAR MAHESWARI

08/02/1992
 Permanent Account Number
ANXPM4733A

Varun Maheswari
 Signature



03032010

आयकर विभाग / Income Tax Department
भारत सरकार / Government of India

Income Tax PAN Services Unit, NSDL
3rd Floor, Gopichand Complex,
Kamla Market Telephone Exchange,
Delhi, Pin - 110 041

Tel: 91-29-2721 8001 Fax: 91-29-2721 8001
e-mail: anshu@nsdl.com

Varun Maheswari


 ভারত সরকার
 Government of India



নাম : মোহন
 Varun Maheswan
 পিতা : সুদর্শন কুমার মোহন
 Father : Sudarshan Kumar Maheswan
 জন্ম তারিখ / DOB : 08/02/1992
 লিঙ্গ / Male



2677 3437 5567

আমার - সাধারণ মানুষের অধিকার



 Unique Identification Authority of India

ঠিকানা:
 45, গর্চা রোড, বাগুঞ্জা,
 কোলকাতা, পশ্চিম বঙ্গ,
 700019

Address:
 45, GARCHA ROAD, Bahgunge,
 Kolkata, West Bengal,
 700019


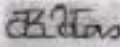
2677 3437 5567


 1800 202 1947


 TMC@uaid.gov.in


 www.uai.gov.in

Varun Maheswan

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER	AABCT0495N	
नाम / NAME	TIRUPATI TOWER PVT LTD	
दिनांक, जसने को तिरि / DATE OF INCORPORATION INFORMATION	26-02-1996	
 असिस्टन्ट कमिश्नर, व. ४, XI COMMISSIONER OF INCOME-TAX, W.B. - XI		

TIRUPATI TOWER PVT. LTD.


Director

आयकर विभाग

INCOME TAX DEPARTMENT

VIJAY NARAYAN RATHI

SATYA NARAYAN RATHI

02/10/1968

Permanent Account Number

ADKPR4359L

Satya Narayan Rathi

Signature



भारत सरकार

GOVT OF INDIA



12052718

Satya Narayan Rathi



भारत सरकार
Government of India



नाम: विजय नारायण राठी
Vijay Narayan Rathi
जन्मदिन/DOB: 02/10/1968
पुल/MALE



8021 4467 3611

VID: 8101 1799 8474 0238

आमंत्रण आधार, आमतान परिचय



भारतीय रिज़र्व बँक
Reserve Bank of India

दिवस:
871 १० ००, १००० ०००० (००), ००० ०० ००००,
०००००० - ००००००

Address:
P-671 LAKE TOWN BL-A, South Dum Dum
(M), North 24 Parganas,
West Bengal - 700089



QR Code with Barcode

8021 4467 3611

VIC: 8101 3788 8328 0236



**INCORPORATED LAW SOCIETY OF CALCUTTA
HIGH COURT, CALCUTTA**

MEMBER'S EMPLOYEES IDENTITY CARD



Name **GOURI SANKAR RANA**

Employed by **R. GINODIA & CO.**

Advocate's Signature *R. G. G.*

HON. SECRETARY

Gouri Sankar Rana
Signature of
the Card Holder

REGISTRATION
(ADMINISTRATION)
HIGH COURT, A.S.

CARD NO. ME **230** Date **7 MAY 2013**

ADDRESS **4E&F, HASTINGS CHAMBERS**
Office **7C, K.S. ROY ROAD, KOLKATA-1**

Residence **C/O. SUDHADEB BASU, 23/2, F.C.**

GHOSH LANE, GHOSH PARA, HOWRAH-4

☑ (Office) **2248 8498** ☑ (Res.) **9903443553**
2248 0108

Blood Group



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

SUDARSHAN KUMAR MAHESWARI
HIRALAL MAHESWARI
13/11/1948
 Permanent Account Number
AERPM1077N



 Signature


 MAHESWARI

इस कार्ड से संबंधित अधिकार सुरक्षा सुविधाएँ / सेवाएँ
 आयकर विभाग के अधिकार क्षेत्र में उपलब्ध हैं।
 यदि अधिकार सुरक्षा सुविधाएँ/सेवाएँ प्राप्त नहीं हो पाईं,
 तो कृपया निम्न सूचनाओं से संपर्क करें।
 पता - 411 016

If this card is lost / tampered / lost / used or found,
 please inform / report to:
 Income Tax PAN Services Unit, NSDI,
 3D, 30th, Malviya Sarani,
 Plot No. 341, Sector No. 30/14,
 Model Colony, Near Deep Bunglow Club,
 Pune - 411 016.

Tel: 91-20-2721 8140 / Fax: 91-20-2721 8181
 e-mail: nsdi@nsdi.nic.in

Sudarshan Kumar Maheswari





ভারত সরকার
Government of India



সুদর্শন কুমার মহেশ্বরী
Sudarshan Kumar Maheswari
পিতা : হিরাল মহেশ্বরী
Father : Hiratal Maheswari
অনুষ্ঠান / DOB : 13/11/1948
পুরুষ / Male



2655 7266 3422

- সাধারণ মানুষের অধিকার

Unique Identification Authority of India

ঠিকানা:
৪৫, গার্চা রোড, বালিগুঞ্জ,
বালিগুঞ্জ, কোলকাতা, পশ্চিমবঙ্গ,
700019

Address:
45, GARCHA ROAD,
BALLYGUNGE, Ballygunge S.O.,
Ballygunge, Kolkata, West Bengal,
700019

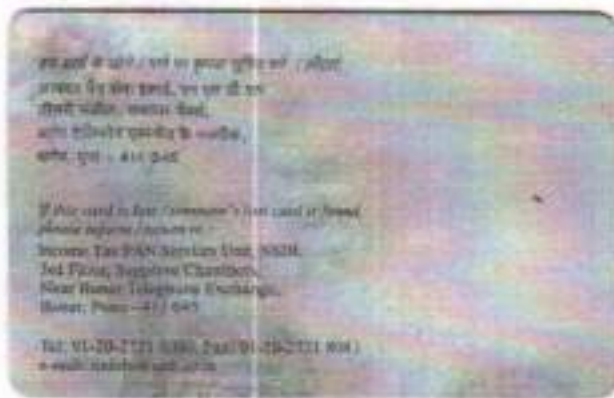
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1900 300 1847

help@uidai.gov.in

www.uidai.gov.in

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For LUMIERE REALTECH PVT. LTD.

Vann Maheswami
Director

Major Information of the Deed

Deed No :	I-1904-05881/2021	Date of Registration	14/07/2021
Query No / Year	1904-2000997965/2021	Office where deed is registered	
Query Date	21/06/2021 1:14:46 PM	1904-2000997965/2021	
Applicant Name, Address & Other Details	GOURI SANKAR RANA 7C, KIRAN SHANKAR ROY ROAD, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9874363905, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4304] Other than Immovable Property, Cancellation [Rs : 0/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 48,16,24,955/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,145/- (Article:48(g))	Rs. 112/- (Article:E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Sinthi, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: B.T. Road, Road Zone : (KMC area -- KMC area) , , Premises No: 58/3 , , Ward No: 002 Pin Code : 700002

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	5 Bigha 2 Katha 15 Chatak 38 Sq Ft		47,78,74,955/-	Property is on Road Adjacent to Metal Road,
Grand Total :				169.934Dec	0 /-	4778,74,955 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	5000 Sq Ft.	0/-	37,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 5000 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		5000 sq ft	0 /-	37,50,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Sudershan Kumar Mheswari Son of Late Hiralal Maheswari 45, Garcha Road, City:- , P.O:- Ballygunge, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AExxxxx7N, Aadhaar No: 26xxxxxxxx3422, Status :Individual, Executed by: Self, Date of Execution: 21/06/2021 , Admitted by: Self, Date of Admission: 08/07/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 21/06/2021 , Admitted by: Self, Date of Admission: 08/07/2021 ,Place : Pvt. Residence
2	Lumiere Realtech Private Limited 41/A, A. J. C. Bose Road, City:- Kolkata, , P.O:- Park Circus, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700017 , PAN No.:: AAxxxxx3N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	Little Star Tie-up Private Limited 41/A, A. J. C. Bose Road, City:- , P.O:- Park Circus, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700017 , PAN No.:: AAxxxxx6R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Tirupati Tower Private Limited 1, Garstin Place, City:- Kolkata, , P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxx5N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Varun Maheswari Son of Mr Sudershan Kumar Maheswari 45, Garcha Road, City:- , P.O:- Ballygunge, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ANxxxxx3A, Aadhaar No: 26xxxxxxxx5567 Status : Representative, Representative of : Lumiere Realtech Private Limited (as Director), Little Star Tie-up Private Limited (as Director)
2	Mr Vijay Narayan Rathi (Presentant) Son of Late Satya Narayan Rathi 1, Garstin Place, City:- Kolkata, , P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxx9L, Aadhaar No: 80xxxxxxxx3611 Status : Representative, Representative of : Tirupati Tower Private Limited (as Director)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Gouri Sankar Rana Son of Mr Kamala Kanta Rana City:- Kolkata, , P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001			
Identifier Of Mr Sudershan Kumar Mheswari, Mr Varun Maheswari, Mr Vijay Narayan Rathi			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr Sudershan Kumar Mheswari	Tirupati Tower Private Limited-56.6447 Dec
2	Lumiere Realtech Private Limited	Tirupati Tower Private Limited-56.6447 Dec
3	Little Star Tie-up Private Limited	Tirupati Tower Private Limited-56.6447 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr Sudershan Kumar Mheswari	Tirupati Tower Private Limited-1666.66666700 Sq Ft
2	Lumiere Realtech Private Limited	Tirupati Tower Private Limited-1666.66666700 Sq Ft
3	Little Star Tie-up Private Limited	Tirupati Tower Private Limited-1666.66666700 Sq Ft

On 08-07-2021

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

Presented for registration at 16:25 hrs on 08-07-2021, at the Private residence by Mr Vijay Narayan Rathi ,

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 48,16,24,955/-

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

Execution is admitted on 08/07/2021 by Mr Sudershan Kumar Mheswari, Son of Late Hiralal Maheswari, 45, Road: Garcha Road, , P.O: Ballygunge, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by Profession Business

Identified by Mr Gouri Sankar Rana, , Son of Mr Kamala Kanta Rana, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

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

Execution is admitted on 08-07-2021 by Mr Varun Maheswari, Director, Lumiere Realtech Private Limited (Private Limited Company), 41/A, A. J. C. Bose Road, City:- Kolkata, , P.O:- Park Circus, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700017; Director, Little Star Tie-up Private Limited (Private Limited Company), 41/A, A. J. C. Bose Road, City:- , P.O:- Park Circus, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700017

Identified by Mr Gouri Sankar Rana, , Son of Mr Kamala Kanta Rana, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Execution is admitted on 08-07-2021 by Mr Vijay Narayan Rathi, Director, Tirupati Tower Private Limited (Private Limited Company), 1, Garstin Place, City:- Kolkata, , P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Identified by Mr Gouri Sankar Rana, , Son of Mr Kamala Kanta Rana, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

On 09-07-2021

Payment of Fees

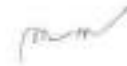
Certified that required Registration Fees payable for this document is Rs 112/- (E = Rs 28/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by by online = Rs 28/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/07/2021 1:17PM with Govt. Ref. No: 192021220025949381 on 06-07-2021, Amount Rs: 28/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1489789442 on 06-07-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,045/- and Stamp Duty paid by online = Rs 75,045/-

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Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

On 14-07-2021

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

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

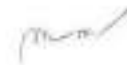
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Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,045/- and Stamp Duty paid by Stamp Rs 100/-
Description of Stamp

1. Stamp: Type: Impressed, Serial no 21631, Amount: Rs.100/-, Date of Purchase: 13/05/2021, Vendor name: S Mukherjee



Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2021, Page from 277509 to 277565

being No 190405881 for the year 2021.



mm
Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2021.07.22 13:33:26 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2021/07/22 01:33:26 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)

Dated this 21st day of June 2021

Between

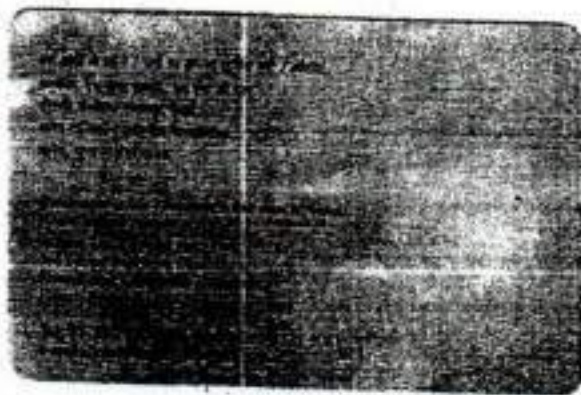
SUDARSHAN KUMAR MAHESWARI & ORS.

And

TIRUPATI TOWER PRIVATE LIMITED

DEVELOPMENT AGREEMENT

R. Ginodia & Co.
Advocates
Ground Floor,
6, Church Lane,
Kolkata- 700001



Vam Matheswari



ভারত সরকার
Government of India

নাম: যশ মহেশ্বরী
Yash Maheswari
পিতা: সুধন কুমার মহেশ্বরী
Father: Sudarshan Kumar Maheswari
জন্ম তারিখ / DOB: 08/02/1992
রাজ্য: State



2677 3437 5567

- সাধারণ মানুষের অধিকার

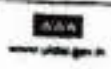
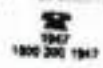


Unique Identification Authority of India

ঠিকানা:
45, গার্চা রোড, বালিগঞ্জ,
কলকাতা, পশ্চিম বঙ্গ,
700019

Address:
45, GARCHA ROAD, Ballygunge,
Kolkata, West Bengal,
700019

2677 3437 5567



Yash Maheswari

PERMANENT ACCOUNT NUMBER	AABCT0495N
NAME	TIRUPATI TOWER PVT LTD
DATE OF INCORPORATION	28-02-1998
COMMISSIONER OF INCOME TAX, W.B.-11	

TIRUPATI TOWER PVT LTD


Director



[Handwritten signature]



ಕರ್ನಾಟಕ ಸರ್ಕಾರ
KARNATAKA GOVT



ನಾಮ: ವಿಜಯ ನಾರಾಯಣ ಅಡಿ
Vijay Narayan Aadi
ಜನನದಿನ: 02/10/1968
ಸ್ವರೂಪ: MALE



8021 4467 3611

ಆಮಾಜ್ ಆಧಾರ್, ಆಮಾಜ್ ಪರಿಚಯ



সংস্কৃতিকর্মসমিতি
www.sanskritikarmasmiti.org

স্বাক্ষর:
৫৭১ পি এ, লেক টাউন (৫৭), উত্তর ২৪ পরগণা,
কলিকতা - ৭০০০৪৯

Address:
P-571 LAKE TOWN BL-A, South Dum Dum
(M), North 24 Pargana,
West Bengal - 700089



QR Code with PhotoLink

8021 4467 3611

VIB: 8021 4467 3611

www

www

www

INCORPORATED LAW SOCIETY OF CALCUTTA
HIGH COURT, CALCUTTA

MEMBER'S EMPLOYEES IDENTITY CARD

Name GOURI SANKAR RANA

Employed by R. GINODIA & CO.

Advocate's Signature R. GINODIA

HON'Y. SECRETARY
Gouri Sankar Rana
 Signature of the Card Holder

REGISTRATION
 CH. CHITRY & S.

CARD NO. ME 230 Date 17 MAY 2013

ADDRESS
 Office 4E&F, HASTINGS CHAMBERS
7C, K.S. ROY ROAD, KOLKATA-1

Residence C/O. SUDHADEB BASU, 23/2, P.C.
GHOSH-LANE, GHOSH PARA, HOWRAH-4

☎ (Office) 2248 8498 ☎ (Res.) 9903443553
2248 0108

Blood Group



S. S. Maheshwar



ভারত সরকার
Government of India



সুদর্শন কুমার মাহেশ্বরী
Sudashan Kumar Maheswari
পিতা : হিরাল মাহেশ্বরী
Father : Hiratal Maheswari
জন্মতারিখ / DOB : 13/11/1968
পুরুষ / Male



2655 7266 3422

- সাধারণ মানুষের অধিকার

Unique Identification Authority of India

ঠিকানা:
৪৫, গার্চা রোড, বালিগুঞ্জ,
বালিগুঞ্জ, কোলকাতা, পশ্চিমবঙ্গ,
700019

Address:
45, GARCHA ROAD,
BALLYGUNGE, Ballygunge S.O.,
Ballygunge, Kolkata, West Bengal,
700019

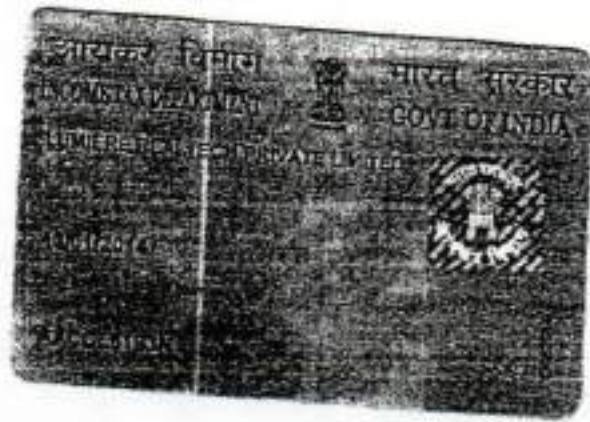
2655 7266 3422



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www.uidai.gov.in

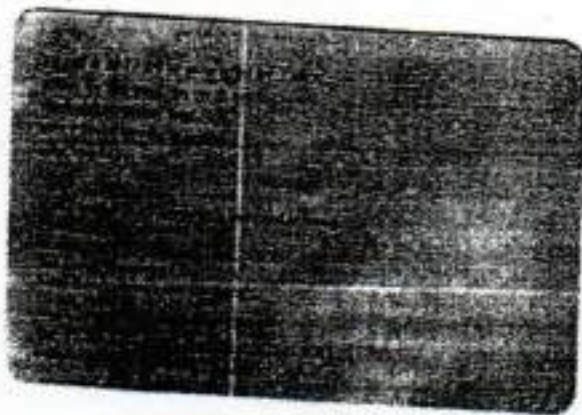
Sansa...



For LUMIERE REALTECH PVT. LTD.

Vam Maheswari

Director



For Little Star Tie-up Pvt. Ltd.

Vann Maheswari
Director

Major Information of the Deed

Deed No :	I-1904-05881/2021	Date of Registration	14/07/2021
Query No / Year	1904-2000997965/2021	Office where deed is registered	
Query Date	21/06/2021 1:14:46 PM	1904-2000997965/2021	
Applicant Name, Address & Other Details	GOURI SANKAR RANA 7C, KIRAN SHANKAR ROY ROAD, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9874363905, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4304] Other than Immovable Property, Cancellation [Rs : 0/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 48,16,24,955/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 75,145/- (Article:48(g))	Rs. 112/- (Article:E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Sinthi, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: B.T. Road, Road Zone : (KMC area – KMC area) , Premises No: 58/3, , Ward No: 002 Pin Code : 700002

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	5 Bigha 2 Katha 15 Chatak 38 Sq Ft		47,78,74,955/-	Property is on Road Adjacent to Metal Road.
Grand Total :				169.934Dec	0 /-	4778,74,955 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Set forth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	5000 Sq Ft.	0/-	37,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 5000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		5000 sq ft	0 /-	37,50,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Sudershan Kumar Mheswari Son of Late Hiralal Maheswari 45, Garcha Road, City:- , P.O:- Ballygunge, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AExxxxxx7N, Aadhaar No: 26xxxxxxxx3422, Status :Individual, Executed by: Self, Date of Execution: 21/06/2021 , Admitted by: Self, Date of Admission: 08/07/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 21/06/2021 , Admitted by: Self, Date of Admission: 08/07/2021 ,Place : Pvt. Residence
2	Lumiere Realtech Private Limited 41/A, A. J. C. Bose Road, City:- Kolkata, , P.O:- Park Circus, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700017 , PAN No.:: AAxxxxxx3N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	Little Star Tie-up Private Limited 41/A, A. J. C. Bose Road, City:- , P.O:- Park Circus, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700017 , PAN No.:: AAxxxxxx6R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Tirupati Tower Private Limited 1, Garstin Place, City:- Kolkata, , P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx5N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Varun Maheswari Son of Mr Sudershan Kumar Maheswari 45, Garcha Road, City:- , P.O:- Ballygunge, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ANxxxxxx3A, Aadhaar No: 26xxxxxxxx5567 Status : Representative, Representative of : Lumiere Realtech Private Limited (as Director), Little Star Tie-up Private Limited (as Director)
2	Mr Vijay Narayan Rathi (Presentant) Son of Late Satya Narayan Rathi 1, Garstin Place, City:- Kolkata, , P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx9L, Aadhaar No: 80xxxxxxxx3611 Status : Representative, Representative of : Tirupati Tower Private Limited (as Director)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Gouri Sankar Rana Son of Mr Kamala Kanta Rana City:- Kolkata, , P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001			
Identifier Of Mr Sudershan Kumar Mheswari, Mr Varun Maheswari, Mr Vijay Narayan Rathi			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr Sudershan Kumar Mheswari	Tirupati Tower Private Limited-56.6447 Dec
2	Lumiere Realtech Private Limited	Tirupati Tower Private Limited-56.6447 Dec
3	Little Star Tie-up Private Limited	Tirupati Tower Private Limited-56.6447 Dec

Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr Sudershan Kumar Mheswari	Tirupati Tower Private Limited-1666.66666700 Sq Ft
2	Lumiere Realtech Private Limited	Tirupati Tower Private Limited-1666.66666700 Sq Ft
3	Little Star Tie-up Private Limited	Tirupati Tower Private Limited-1666.66666700 Sq Ft

On 08-07-2021

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

Presented for registration at 16:25 hrs on 08-07-2021, at the Private residence by Mr Vijay Narayan Rathi ,

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 48,16,24,955/-

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

Execution is admitted on 08/07/2021 by Mr Sudershan Kumar Mheswari, Son of Late Hiralal Maheswari, 45, Road: Garcha Road, , P.O: Ballygunge, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by Profession Business

Identified by Mr Gouri Sankar Rana, , , Son of Mr Kamala Kanta Rana, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

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

Execution is admitted on 08-07-2021 by Mr Varun Maheswari, Director, Lumiere Realtech Private Limited (Private Limited Company), 41/A, A. J. C. Bose Road, City:- Kolkata, , P.O:- Park Circus, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700017; Director, Little Star Tie-up Private Limited (Private Limited Company), 41/A, A. J. C. Bose Road, City:- , P.O:- Park Circus, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700017

Identified by Mr Gouri Sankar Rana, , , Son of Mr Kamala Kanta Rana, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Execution is admitted on 08-07-2021 by Mr Vijay Narayan Rathi, Director, Tirupati Tower Private Limited (Private Limited Company), 1, Garstin Place, City:- Kolkata, , P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

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Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

On 09-07-2021

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Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

On 14-07-2021

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1. Stamp: Type: Impressed, Serial no 21631, Amount: Rs.100/-, Date of Purchase: 13/05/2021, Vendor name: S Mukherjee



Mohul Mukhopadhyay
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OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Dated this 21st day of June 2021

Between

SUDARSHAN KUMAR MAHESWARI & ORS.

And

TIRUPATI TOWER PRIVATE LIMITED

DEVELOPMENT AGREEMENT

R. Ginodia & Co.
Advocates
Ground Floor,
6, Church Lane,
Kolkata- 700001

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2021, Page from 277509 to 277565
being No 190405881 for the year 2021.



Mohul

Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2021.07.22 13:33:26 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2021/07/22 01:33:26 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)