

6778/16

7373/2016



पश्चिम बंगाल WEST BENGAL



N 311296

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2-8-16  
व.सि.7  
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940-253780/16  
Dev Agreement

Additional Registrar of Assurance-IV, Kolkata

Certified that the Document is admitted to Registration. The Stamp Sheet and the endorsement are the part of the document

Additional Registrar of Assurance-IV, Kolkata

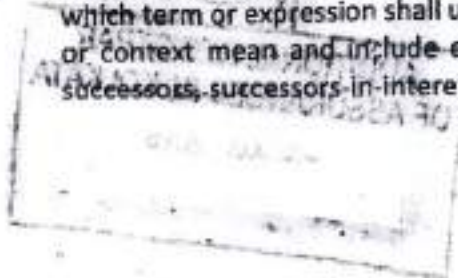
4 AUG 2016

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT ("Agreement") is entered into on this 2<sup>nd</sup> day of August 2016 at Kolkata

BY AND AMONG:

- (1) PERSONS SPECIFIED IN SCHEDULE 1 (hereinafter referred to as the "Owners", which term or expression shall unless excluded by or repugnant to the subject or context mean and include each one of them and each of its respective successors, successors-in-interest and permitted assigns), of the FIRST PART.



2-10-1974/14  
Jm 250-  
Jw 300-  
550

28/16

(28/16/16)  
28/16/16



21/08/2016

7/22/16

Attornys Contention AP

NAME.....  
 ADD.....  
 Rs.....  
 27 JUN 2016  
**S. CHATTERJEE**  
 Licensed Stamp Vendor  
 C. C. Court  
 2 & 3, K. S. Roy Road, Kol-1

A J L B  
for M - Y

*[Handwritten signature]*

A.A.A  
IV

WEST BENGAL

*[Faint text and stamps]*

4 AUG 2016

DEVELOPMENT AGREEMENT

*[Circular stamp]*

*[Vertical handwritten notes]*

Identified by me

*[Signature]*  
 (SWARUPSIL)  
 Advocate  
 S/o B. K. Sahu  
 Enrol. No: WB/286/2007

**ADDITIONAL REGISTRAR  
 OF ASSURANCES-IV, KOLKATA**  
 - 2 AUG 2016

**आयकर विभाग**  
**INCOME TAX DEPARTMENT**

**भारत सरकार**  
**GOVT OF INDIA**

**RAVI PRAKASH PINCHA**  
**SANCHIA LAL PINCHA**

**12/08/1978**  
 Permanent Account Number

**AFLPP8303D**

*Ravi Pincha*  
 Signature

18/04/2011

*Ravi Pincha*

इस कार्ड को खोने / एनएसडी कृपया सूचित करें / लौटाना :  
 आयकर सेवा विभाग, एन एस डी यूए  
 तीसरी मंजिल, सफ़ायर चैंबर,  
 बानेर टेलिफोन एक्सचेंज के पड़ोस,  
 बानेर, पुणे - 411045

If this card is lost / someone's lost card is found,  
 please inform / return to :  
 Income Tax PAN Services Unit, NSDL,  
 3rd Floor, Sapphire Chambers,  
 Near Baser Telephone Exchange,  
 Baner, Pune - 411 045

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



**यूको बैंक**  
**आवश्यक निर्देश**

- (1) खातेदारों से निवेदन है कि वे यह नोट करें कि बैंक में जमा किये जानेवाले सभी चेक, ड्राफ्ट आदि धन-परिचयों (रिकविरी डाक से भेजी जायें) यह टोकड़ विभाग में जमा की जायें, क्योंकि टोकड़ विभाग के बाहर का कोई भी व्यक्ति टोकड़ प्राप्त करने का अधिकारी नहीं है।
- (2) खातेदार को चाहिए कि वह पास बुक में पूरी प्रविष्टियाँ करता कर यथासम्भव उसी दिन शाखा से इसे प्राप्त कर ले, अन्यथा वह शाखा से इसकी रसीद प्राप्त कर ले, जिसमें इस बात का भी उल्लेख हो कि पास बुक किस दिन लौटायी जायेगी।
- (3) बचत बैंक खाता के प्रचलित नियम शाखा से अनुरोध कर प्राप्त किये जा सकते हैं।

**UCO Bank**  
**IMPORTANT**

- (1) Constituents are requested to note that all moneys remitted to the Bank should either be sent by Registered Post or handed over to the Cash Department, as no individual(s) outside the Cash Department has/have authority to receive cash.
- (2) The account-holder should insist on delivery of Pass Book made up to date as far as possible on the same date; otherwise he should obtain a receipt indicating when the Pass Book will be delivered.
- (3) Deposit Rules in vogue can be obtained by account-holder from the Branch on request.

डीएस / DS-5A A.K.B.

निम्नलिखित के लिये कार्यात्मक Nomination facility available  
सुविधा उपलब्ध for :

- ◆ बचतानि UCO BANK Deposits
  - ◆ सुरक्षित अविभाजित Inheritance Street Branches Custody
  - ◆ सुरक्षित जमागुहा Canning Street Branch Safe Deposit Vault
- कृपया इसका उपयोग करने के लिये Please make use of it. For  
कार्यात्मक के लिये Details please enquire at the  
पूछ-ताछ करें। Branch.



**यूको बैंक**  
**UCO Bank**  
**CALCUTTA\_CANNING STREET**  
शाखा  
Branch

में इनका खाता है  
In Account with

नाम RAVI PRABASH FINCHA  
Name  
पता 7, SMALLON LANE  
Address

बचत बैंक खाता संख्या S.B. Account No.	SB/GEN/3669
--	-------------

ए.एम. प्रबंधक Asst. Manager

*Ravi Prinka*







THE UNION OF INDIA  
**MAHARASHTRA STATE MOTOR DRIVING LICENCE**



DL No. **MH32 20080004328**  
 Valid Till: **22-09-2021 (NT)**

DOI: **18-06-1992**  
**10-06-2015 (TR)**

**DLR 12-06-2012**

FORM 7  
 RULE 16 (2)

AUTHORISATION TO DRIVE FOLLOWING CLASS  
 OF VEHICLES THROUGHOUT INDIA



COV	DOI
MCWG	18-06-1992
LMV-TR	18-06-1992



DOB: **23-09-1971** BG:

Name **SAURABH P TAPDIYA**  
 S/DW of **PARMANAND TAPDIYA**  
 Add **AT. JAIL ROAD, CIVIL LINE,**  
**VARDHA.**

Pin **442001**  
 Signature & ID of  
 Issuing Authority *[Signature]* **MH32 20127**

*[Signature]*  
 Signature/Thumb  
 Impression of Hold

*[Signature]*
















Government of West Bengal

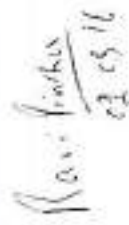
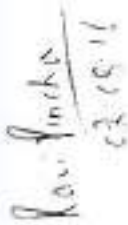



Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

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



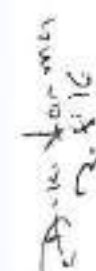
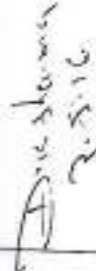
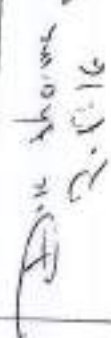
Signature / LTI Sheet of Query No/Year 19041000255780/2016

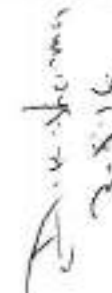
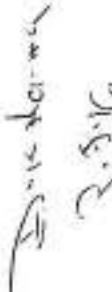
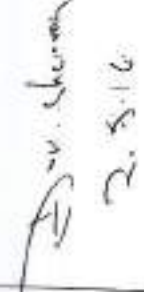
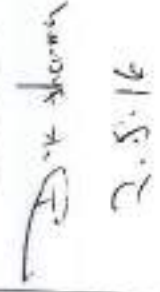
I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print 4285	Signature with date
1.0	Mr RAVI PRAKASH PINCHA 7, SWALLOW LANE, P.O:- RESERVE BANK BUILDING, P.S:- Burrobazar, Kolkata, District-Kolkata, West Bengal, India, PIN - 700001	Represent ative of Land Lord [ALOK TOWERS PRIVATE LIMITED]			 22.08.16
1.1	Mr RAVI PRAKASH PINCHA 7, SWALLOW LANE, P.O:- RESERVE BANK BUILDING, P.S:- Burrobazar, Kolkata, District-Kolkata, West Bengal, India, PIN - 700001	Represent ative of Land Lord [BASUDE V BUILDER S PRIVATE LIMITED]			 22.08.16
1.2	Mr RAVI PRAKASH PINCHA 7, SWALLOW LANE, P.O:- RESERVE BANK BUILDING, P.S:- Burrobazar, Kolkata, District-Kolkata, West Bengal, India, PIN - 700001	Represent ative of Land Lord [BFM INDUSTRI ES LIMITED]			 22.08.16
1.3	Mr RAVI PRAKASH PINCHA 7, SWALLOW LANE, P.O:- RESERVE BANK BUILDING, P.S:- Burrobazar, Kolkata, District-Kolkata, West Bengal, India, PIN - 700001	Represent ative of Land Lord [JOHRI TOWERS PRIVATE LIMITED]			 22.08.16

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1.4	Mr RAVI PRAKASH PINCHA 7, SWALLOW LANE, P.O:- RESERVE BANK BUILDING, P.S:- Burrobazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001	Represent ative of Land Lord [MODAK VYAPAAR PRIVATE LIMITED ]			 22.05.16
1.5	Mr RAVI PRAKASH PINCHA 7, SWALLOW LANE, P.O:- RESERVE BANK BUILDING, P.S:- Burrobazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001	Represent ative of Land Lord [PRASHA NT COMMOD ITIES PRIVATE LIMITED ]			 22.05.16
1.6	Mr RAVI PRAKASH PINCHA 7, SWALLOW LANE, P.O:- RESERVE BANK BUILDING, P.S:- Burrobazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001	Represent ative of Land Lord [R. D. DEVCON PRIVATE LIMITED ]			 22.05.16
1.7	Mr RAVI PRAKASH PINCHA 7, SWALLOW LANE, P.O:- RESERVE BANK BUILDING, P.S:- Burrobazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001	Represent ative of Land Lord [SAMSPA EXPO PRIVATE LIMITED ]			 22.05.16
1.8	Mr RAVI PRAKASH PINCHA 7, SWALLOW LANE, P.O:- RESERVE BANK BUILDING, P.S:- Burrobazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001	Represent ative of Land Lord [SOMANI ESTATES PRIVATE LIMITED ]			 22.05.16




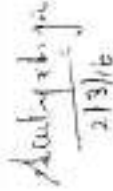
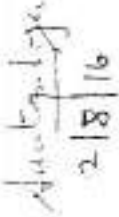


Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1.9	Mr RAVI PRAKASH PINCHA 7, SWALLOW LANE, P.O:- RESERVE BANK BUILDING, P.S:- Burrobazar, Kolkata, District-Kolkata, West Bengal, India, PIN - 700001	Represent ative of Land Lord [VEEKAY APARTM ENTS PRIVATE LIMITED ]			 19.05.16
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2.0	Mr DIPAK KUMAR SHARMA 283,VIVEKANANDA ROAD, P.O:- MAINCKTALA, P.S:- Maniktala, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006	Represent ative of Land Lord [AATMAJ REALTOR S PRIVATE LIMITED ]		4290	 21.05.16
2.1	Mr DIPAK KUMAR SHARMA 283,VIVEKANANDA ROAD, P.O:- MAINCKTALA, P.S:- Maniktala, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006	Represent ative of Land Lord [DEEPAN PROJECT S PRIVATE LIMITED ]			 21.05.16
2.2	Mr DIPAK KUMAR SHARMA 283,VIVEKANANDA ROAD, P.O:- MAINCKTALA, P.S:- Maniktala, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006	Represent ative of Land Lord [DEEPTIM AN PROJECT S PRIVATE LIMITED ]			 21.05.16

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2.3	Mr DIPAK KUMAR SHARMA 283,VIVEKANANDA ROAD, P.O:- MAINCKTALA, P.S:- Maniktala, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006	Representative of Land Lord [DEVADA TTA PROJECTS PRIVATE LIMITED]			 2.8.16
2.4	Mr DIPAK KUMAR SHARMA 283,VIVEKANANDA ROAD, P.O:- MAINCKTALA, P.S:- Maniktala, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006	Representative of Land Lord [DEV DAN PROJECTS PRIVATE LIMITED]			 2.8.16
2.5	Mr DIPAK KUMAR SHARMA 283,VIVEKANANDA ROAD, P.O:- MAINCKTALA, P.S:- Maniktala, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006	Representative of Land Lord [DINAKAR PROJECTS PRIVATE LIMITED]			 2.8.16
2.6	Mr DIPAK KUMAR SHARMA 283,VIVEKANANDA ROAD, P.O:- MAINCKTALA, P.S:- Maniktala, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006	Representative of Land Lord [DIPANKAR PROJECTS PRIVATE LIMITED]			 2.8.16




Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2.7	Mr DIPAK KUMAR SHARMA 283,VIVEKANANDA ROAD, P.O:- MAINCKTALA, P.S:- Maniktala, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006	Representative of Land Lord [NAVJOT PROPERTIES PRIVATE LIMITED]			<i>Dipak Sharma</i> 2.8.16
2.8	Mr DIPAK KUMAR SHARMA 283,VIVEKANANDA ROAD, P.O:- MAINCKTALA, P.S:- Maniktala, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006	Representative of Land Lord [PUSPAK UNJ ESTATES PRIVATE LIMITED]			<i>Dipak Sharma</i> 2.8.16
2.9	Mr DIPAK KUMAR SHARMA 283,VIVEKANANDA ROAD, P.O:- MAINCKTALA, P.S:- Maniktala, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006	Representative of Land Lord [SATYEN NIRMAN PRIVATE LIMITED]			<i>Dipak Sharma</i> 2.8.16
2.10	Mr DIPAK KUMAR SHARMA 283,VIVEKANANDA ROAD, P.O:- MAINCKTALA, P.S:- Maniktala, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006	Representative of Land Lord [SATYEN PROPERTIES PRIVATE LIMITED]			<i>Dipak Sharma</i> 2.8.16

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
3.0	Mr SAURABH PARMANAND TAPADIYA 26,BELVEDERE ROAD, P.O:- ALIPORE, P.S:- Alipore, District-South 24-Parganas, West Bengal, India, PIN - 700027	Represent ative of Land Lord [IDENTIT Y REALTY DEVELOP ERS PRIVATE LIMITED]		4291	 21/8/16
3.1	Mr SAURABH PARMANAND TAPADIYA 26,BELVEDERE ROAD, P.O:- ALIPORE, P.S:- Alipore, District-South 24-Parganas, West Bengal, India, PIN - 700027	Represent ative of Land Lord [LAND MARK MEDINOV A LLP]			 21/8/16
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mr RAJ VARDHAN PATODIA 207, A. J. C. BOSE ROAD, P.O:- CIRCUS AVENUE, P.S:- Beniapukur, Kolkata, District-Kolkata, West Bengal, India, PIN - 700017	Represent ative of Developer [RITURAJ CONSTR UCTION LLP]		4286	 21/8/16



Sl No.	Name and Address of identifier	Identifier of	Signature with date
1	Mr S SIL Son of Mr B K SEAL HIGH COURT CALCUTTA, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001	Mr RAVI PRAKASH PINCHA, Mr DIPAK KUMAR SHARMA, Mr SAURABH PARMANAND TAPADIYA, Mr RAJ VARDHAN PATODIA	 2/8/16

(Asit Kumar Joarder)  
ADDITIONAL REGISTRAR  
OF ASSURANCE  
OFFICE OF THE A.R.A. -  
IV KOLKATA  
Kolkata, West Bengal

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

GRN: 19-201617-001617676-2

GRN Date: 28/07/2016 16:51:43

BRN : 1007878240

Payment Mode Counter Payment

Bank : ICICI Bank

BRN Date: 30/07/2016 12:06:07

DEPOSITOR'S DETAILS

Name : Rituraj Construction LLP  
Contact No. :  
E-mail :  
Address : 207, A.J.C. Bose Road, Kolkata - 700 017  
Applicant Name : Mr N GUPTA  
Office Name :  
Office Address :  
Status of Depositor : Others  
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement  
Payment No 3

Id No. : 19041000255780/3/2016  
(Query No./Query Year)

Mobile No. : +91 9331023628

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [ ₹ ]
1	19041000255780/3/2016	Property Registration- Registration Fees	0030-03-104-001-16	605094
2	19041000255780/3/2016	Property Registration- Stamp duty	0030-02-103-003-02	75021
In Words			Total	680115
Rupees Six Lakh Eighty Thousand One Hundred Fifteen only				



## AND

- (2) **RITURAJ CONSTRUCTION LLP**, incorporated and registered under the Limited Liability Partnership Act, 2008, having its registered office at 207, Acharya Jagadish Chandra Bose Road, Post Office Circus Avenue, Police Station Beniapukur, District: South 24 Parganas, Kolkata – 700 017, duly represented by its Designated Partner Raj Vardhan Patodia, son of Gopal Patodia, working for gain at 207, A. J. C. Bose Road, Kolkata - 700 017 P.S - Beniapukur, P.O - Circus Avenue, District: South 24 Parganas, having Permanent Account Number **AASFR2668H**, 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 the partners for the time being of the said partnership business or such other person and/or persons who may be taken in and/or admitted as partner and/or partners of the said partnership business or such other persons and/or persons who may carry on the business of the said partnership firm and their respective heirs, legal representatives, executors, administrators and assigns) of the **OTHER PART**.

"Parties" shall mean collectively the Owners and the Developer and "Party" means each of the Owners and the Developer individually.

**WHEREAS:**

- A. The Owners, individually and separately, own and are seized and possessed of or otherwise well and sufficiently entitled to all that pieces and parcels of land located within Mouza Agarpara, J.-L. No.11, having Holding No.80F, B.T. Road, within Ward No.6 of Panihati Municipality, Sub-Registration Office Sodepur, Police Station Khardah, District North 24-Parganas which was purchased by the respective Owners from one R. K. Millen & Co. (India) Pvt. Ltd. vide 23 (twenty three) registered sale deeds ("**Sale Deeds**"), all executed by the said R. K. Millen & Co. (India) Pvt. Ltd. in favour of the respective Owners as more fully described in the **Schedule 2** hereunder written. The total area of the land as per Sale Deeds is 214 (two hundred and fourteen) decimals, more or less. However, upon physical measurement the area of the above land was found to be 197 (one hundred and ninety seven) decimals, more or less which is more fully and particularly described in the **Schedule 3** hereunder written and hereinafter referred to as the "**Land**".
- B. The Owners desired to develop a residential-cum-commercial real estate project ("**Project**") over the Land and for that purpose, had approached the Developer with the proposal of development of the Land for the purpose of the Project wherein the Owners would allow, permit and the Developer would have all right, power and authority to develop the Project at its own cost and expenses.
- C. The Parties negotiated among themselves about the mode and manner of the

development of the Project and accordingly, the Owners have agreed to grant the Development Rights (as defined hereinafter) to the Developer, by and under this Agreement and the Developer has agreed for the same; and the Parties are entering into this Agreement to record their understanding with respect to the grant of the Development Rights, pertaining to the Land.

**NOW, THEREFORE**, in consideration of the mutual agreements, covenants, representations and warranties set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

**1. Definitions**

In this Agreement the following terms shall have the meanings assigned to them herein below:

**"APPLICABLE LAW"** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority, whether in effect on the date of this Agreement or thereafter;

**"ARCHITECT & ENGINEERS"** shall mean the architects, engineers and other collaborations, as may from time to time be retained, employed or engaged by the Developer for the purpose of planning, designing and supervision of construction of the Project;

**"ASSOCIATION"** shall mean the association, syndicate, committee, body, society or company which would comprise the Purchasers and be formed or incorporated at the instance of the Developer for Common Purposes with such rules and regulations as shall be framed by the Developer in consultation with the Purchasers;

**"BUILDING PLAN"** shall mean the building plans prepared by the Developer in consultation with the Owners utilising so much of the available FAR as is practically feasible given the uniqueness of the Land, market conditions and such other matters as the Developer may deem fit at its sole discretion and sanctioned by the authorities concerned from time to time and shall include any modifications thereof. Provided that, under no circumstances, the Owners shall have any right to object to any such decision of the Developer and shall claim any additional Sale Proceeds, advantage, benefits, losses or damages with respect to unutilised FAR;

**"BUILDING(S)"** shall mean building(s) forming part of the Project to be constructed in a phased manner on the Land by the Developer which shall



include car parking and other spaces intended for enjoyment of the Building(s) or portion or Units, including Building Common Areas;

**"BUILDING COMMON AREA"** shall include the corridors, stairways, landings, lobbies, entrances, exits/gates, passageways, ultimate roof, driveways, lifts, shafts/ducts, drains, sewers, pits, machine room, store room, caretaker room, community hall, electric/generator/transformer/meter or other equipment room, common toilets, other spaces, water tanks/reservoirs, pumps, motors, tube wells, pipes, plumbing, water tank, water filtration plant, periphery walls, parapet walls, projections, foundation, columns, supports, facilities whatsoever required for the use, enjoyment, establishment, locations, maintenance and/or management of the Building(s) and/or the common facilities or any of them as the case may be **BUT** excluding car parking space, both covered (located at basement, ground floor, podium and mechanical car park) and open (ground level and podium), private terrace, if any ;

**"COMMON AREAS"** shall mean collectively the Building Common Areas and the Project Common Areas;

**"COMMON EXPENSES"** shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas and for rendition of common services in common to the Purchasers and all other expenses for the Common Purpose to be contributed, borne, paid and shared by the Purchasers;

**"COMMON PURPOSES"** shall mean and include the purpose of managing, maintaining and up keeping the Project as a whole, in particular the Building(s), Common Areas, facilities and amenities, rendition of common services in common to the Purchasers, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Purchasers and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas;

**"COMPLETION"** in respect of the Project, shall mean the completion of the planning, design, permitting, grant of Approvals, construction and development of the Project and as evidenced by the completion/ occupancy certificate issued by the appropriate Governmental Authority with respect to the Project;

**"COMPLETION PERIOD"** shall have the meaning assigned to it in Clause 8.1;

**"DEVELOPER'S ADVOCATE"** shall mean Khaitan & Co LLP, Kolkata;

**"DEVELOPER'S ALLOCATION"** shall mean 64% (sixty four percent) of the Sale Proceeds of the Project;

"DEVELOPMENT RIGHTS" shall refer to the entire planning, designing, development and construction, marketing, sales and transfer rights of the Project on the Land and shall include (but not be limited to), inter alia, the right, power, entitlement, authority, sanction and permission to:

- (i) enter upon and take permissive possession of the Land as a licensee only for the purpose of development and construction of the Project and to remain in such possession until the completion of the Project as may be permissible under this Agreement;
- (ii) retain, appoint, employ or engage Architect & Engineers, surveyors, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development and construction of the Project;
- (iii) to apply for and obtain all Sanctions and Permissions;
- (iv) to carry out all the infrastructure and related work/constructions for the Project (including levelling of the Land), internal pathways, lanes, water storage facilities, water mains, sewerages, storm water drains, recreation garden, electrical sub-stations and all other common areas and facilities for the total constructed area to be constructed on the Land as per the Building Plan;
- (v) to launch the Project and make booking, take advances and/or make sale of all the Unit(s) and to exercise full, exclusive and irrevocable right and authority for marketing, leasing, licensing or sale in respect of the built up area of the Project to be developed on the Land by way of sale, lease, license or any other manner of transfer or creation of third-party rights therein, and enter into agreements with such Purchasers, and on such marketing, leasing, licensing or sale, to receive Sale Proceeds as per the terms herein and give receipts and hand over ownership, possession, use or occupation of the built up area on the Land;
- (vi) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing, leasing, licensing or sale or any other manner of transfer or creation of third-party rights therein of the built up area to be constructed on the Land as envisaged herein and appear before the jurisdictional Registrar, Sub Registrar, Additional Sub Registrar, District Registrar towards registration of the documents;
- (vii) manage the Land and the built up areas and facilities/Common Areas constructed upon the Land and/ or to transfer/assign such right of maintenance to the Facility Manager and thereafter to the Association on its formation and to retain all benefits, consideration etc. accruing



from such maintenance of the Project;

- (viii) apply for and obtain any Approvals in its name or in the name of the Owners, including any permanent and temporary connections of water, electricity, drainage and sewerage for the purpose of development and construction of the Project or for any other exploitation of the Development Rights in the Project; and
- (ix) generally any and all other acts, deeds and things that may be required for the exercise of the Development Rights, as more elaborately stated in this Agreement;

**"DEVELOPMENT WORK"** shall mean and include carrying out the development work on the Land by digging the earth and filling the lands and erecting internal path ways and also providing all the required amenities including water, drainage/ sewerage and electricity and further construction of Building(s) as per the Building Plan sanctioned by the concerned authorities and further making the Units transferable to Purchasers;

**"EFFECTIVE DATE"** shall have the meaning assigned to it in Clause 3;

**"ENCUMBRANCE"** means any mortgage, lien, charge, non-disposal or other restrictive covenant or undertaking, right of pre-emption, easement, attachment or process of court, burdensome covenant or condition and/or any other arrangement which has the effect of constituting a charge or security interest or other third party interest or negative lien which could affect the construction and development and/or ownership of the Project;

**"FACILITY MANAGER"** shall mean such person and/or persons and/or partnership company and/or private limited company who may be appointed by the Developer on such terms and conditions as the Developer deems fit and proper for undertaking maintenance of the Common Areas, portions, facilities and amenities and for rendition of common services;

**"FINANCIAL YEAR"** shall mean each 12 (twelve) months period commencing on 1st April of a calendar year and ending on 31st March of the immediately succeeding calendar year;

**"FORCE MAJEURE EVENTS"** shall include the following having a material and significant negative lasting impact on the Project and/or execution of the Development Work and/or the relevant context in which the Force Majeure clause is intended to be invoked:

- (a) Act of war, hostilities (whether war be declared or not), invasion, act of foreign enemies, armed conflict blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage ;

- (b) Rebellion, terrorism, revolution, insurrection, military or usurped power or civil war;
- (c) Riot, commotions or other civil disorders;
- (d) Any act, restraint or regulation of any Governmental Instrumentality including any local, State, or Central government of India or any department, instrumentality or agency thereof including:
  - (i) Any act, regulation or restraint constituting a change in law;
  - (ii) Any failure by a competent authority to grant or renew any license, permit or clearance or sanction within reasonable time (other than for cause) after application having been duly made; or
  - (iii) The imposition of any material condition on the issuance or renewal or continuance of any approval from a competent authority.
- (e) Any local issues beyond the control of the Developer which may hamper the implementation of the Project;
- (f) Flood, cyclone, lightning, earthquake, drought, storm or any other effect of natural elements;
- (g) Epidemic, famine or plague;
- (h) Radioactive contamination or ionizing radiation;
- (i) Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof;
- (j) Strike, lockout, non-availability or shortage of materials including involvement of local syndicates or other labour difficulties including contract labour difficulties ; or
- (k) Legal proceedings or any other order, rule or notification issued by competent authorities including any action or inaction of the competent authorities effecting the development of the Project; or
- (l) existence of any adverse condition which causes a material or adverse effect or impact on the Project and/or the Land resulting in stoppage or suspension of work or sale of Units in the Project for a continuous period exceeding 30 (thirty) days.



**"GOVERNMENTAL AUTHORITY"** shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, including any municipal/local authority having jurisdiction over any matter pertaining to the construction and development of the Project;

**"LAND"** or **"LANDS"** shall mean the land measuring 197 (one hundred and ninety seven) decimals, more or less equivalent to 8040.452 (eight thousand forty point four five two) square meters, more or less, more fully described in the **Schedule 3** hereunder written and delineated in the map/plan attached as **Schedule 5** hereto;

**"OWNERS' ALLOCATION"** shall mean **36%** (thirty six percent) of the Sale Proceeds of the Project;

**"POSSESSION DATE"** shall mean the date falling after the sanction of the Building Plan when the Developer receives permissive possession of the Land as a licensee from the Owners;

**"PROJECT"** shall mean the development of a residential-cum-commercial real estate project over the Land as per the Building Plan;

**"PROJECT COMMON AREAS"** shall mean the parts and portions of the Land having common areas and facilities earmarked for common use and enjoyment for the owners/residents of the Units;

**"PROJECT COSTS"** shall include all costs and expenses for the construction and development of the Project, marketing, advertising and any other administrative costs and expenses and costs for obtaining any Approvals, but shall exclude the Reimbursable Costs;

**"PURCHASER"** shall mean a buyer to whom a Unit(s) in the Project is agreed to be transferred and shall also include any lessee and licensee of any of the Unit(s) in the Project;

**"QUARTER"** shall mean each three months' period in a Financial Year commencing on the months of April, July, October and January, respectively;

**"REIMBURSABLE COSTS"** means all taxes, costs and expenses as set forth at **Schedule 4** of this Agreement as are required to be paid for the unsold Units allotted to the Owners in terms of Clause 10.8 herein by the Owners to the Developer;

**"SALE PROCEEDS"** shall mean and include all amounts, considerations and

receipts, whether one time or periodical, as may be received and collected from the Purchasers by the Developer for (a) transfer of the Unit(s) and proportional undivided interest in the Land in the Project to Purchasers; (b) transfer of exclusive car park areas/spaces; and (c) transfer of proportionate Common Areas and facilities; (d) leasing/licensing/ renting of Unit(s) in the Project which are not transferred on outright sale basis; **BUT** shall not include any amounts received or collected towards:

- (i) any service tax, VAT or any other present or future taxes/ cess or any other statutory or government levies or fees/charges on development, construction or sale/transfer of any Unit(s) or otherwise on the Project;
- (ii) any electricity/water or any other utility deposits;
- (iii) any monies collected/received from the Purchasers for providing facilities/utilities including electricity, water, club amenities/equipments etc.;
- (iv) any monies collected towards maintenance and/or contribution towards corpus fund, any amount received from the prospective Purchasers towards legal charges, share money, society membership fees, stamp duty, registration fee, documentation charges for transfer of Unit(s) and other incidental and allied costs, expenses, of all deeds, documents, agreements, collected from the prospective Purchasers;
- (v) all amounts, considerations and receipts, whether one time or periodical, as may be received and collected from the Purchasers by the Developer for car parking spaces at the Basement of the Building;
- (vi) all fitment charges, furniture, machineries, equipment, furnishing, tools, etc., if any, to be provided in the Units;
- (vii) any grants and/or subsidies to be received for or in connection or in relation with the Development Work of the Project from the Authorities concerned under any Governmental or Statutory Schemes; and
- (viii) any payment which may be specifically stated elsewhere in the Agreement to be solely realised and appropriated by the Developer;

and accordingly any such amounts received and collected by the Developer at (i) to (viii) shall not be shared with the Owners.

**"SANCTIONS & PERMISSIONS"** or **"APPROVALS"** shall mean any approvals, authorizations, permissions, no objection certificates, clearance, permit, sanctions, licenses, etc., in any form whatsoever, irrespective of its



nomenclature required under any Applicable Law from any Government Authority for the Building Plan (as defined hereinafter) construction, development, ownership, management, operation, implementation and completion leasing and disposal of the Project, including any completion certificate and any occupation;

**"SECURITY DEPOSIT"** shall have the meaning assigned to it in Clause 13;

**"TRANSFER"** with its grammatical variations shall include a transfer of possession and by any other means adopted for effecting what is understood as a transfer of Units in the Project to Purchasers thereof although the same may not amount to a transfer in law; and

**"UNIT(s)"** shall mean the self-contained units, flats, apartments etc for residential purposes and other built up spaces to be enjoyed for commercial purposes and car parking spaces (except car parking spaces at Basement) in the Project to be constructed/ developed by Developer;

## 2. Interpretation

- (i) Expressions imparting masculine shall include feminine and neuter gender and vice versa;
- (ii) Words imparting plural number shall include singular number as well as vice versa;
- (iii) The paragraph headings of the articles do not form part of this Agreement and shall not be taken into account for construction or interpretation thereof;
- (iv) A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time, be amended, modified, consolidated or re-enacted;
- (v) Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;
- (vi) References to an "agreement" or "document" shall be construed as a reference to such agreement or document as the same may have been altered, amended, varied, supplemented or novated in writing at the relevant time in accordance with the requirements of such agreement or document and, if applicable, of this Agreement with respect to amendments.

### 3. Term

This Agreement shall come into effect on and from the date of its signing by the Parties, which is the date above-written ("**Effective Date**") and shall remain valid and in force till all the obligations of the Parties towards each other stand fulfilled and performed ("**Term**").

### 4. Grant of Development Rights

- 4.1 Subject to the terms and conditions contained in this Agreement, on and from the Effective Date, the Owners hereby irrevocably and exclusively grant to the Developer and the Developer hereby acquires from the Owners, all the Development Rights in respect of the Land. The Parties agree that hereafter Project shall be implemented/ constructed/developed and the Development Work shall be carried out by the Developer as per the terms contained in this Agreement. The Owners hereby agree not to disturb, interrupt or interfere with or commit any act or omission which would in any manner result in any detriment to the Development Rights of the Developer or delay or stoppage of the Project.
- 4.2 The Developer shall, at its own costs and expenses, carry out the development and construction of the Project. Further, the Developer shall, at its own costs and expenses, obtain all Sanctions & Permissions for the Project including any modifications and alterations thereof except the necessary formalities for mutation and conversion of land under the meaning and purport of the West Bengal Land Reforms Act, 1955 and the Owners have been entrusted for such responsibility to be completed at their own cost and efforts.
- 4.3 The Developer shall prepare all future applications, plans, and undertakings, lay out plans, details, descriptions etc. that may be required for development and construction of the Project or for submission with any Government Authority for obtainment of any Sanctions & Permissions. All detailing, master planning, zoning, lay out, building plan and all other details and specification for development and construction of the Project shall be prepared and finalized by the Developer with due information to the Owners, all requisite Sanctions & Permissions for the same shall be obtained by the Developer subject to reservations so made in Clause 4.2 above.
- 4.4 The Developer shall execute the Project strictly in accordance with the Building Plan.
- 4.5 The Owners further agree that, on and from the Possession Date, the Developer shall have the right to enter upon the Land directly or through its affiliates, associates, nominees, agents, architects, consultants, representatives and contractors to do all such acts and deeds required and/or necessary for, exercising the Development Rights and for the implementation



and development of the Project. Provided however that, nothing herein contained shall be construed as transfer under Section 2(47)(v) of Income Tax Act, 1961.

- 4.6 The Developer shall be at liberty to incorporate an Association upon completion of the Project to look after, manage and administer such maintenance work on account of the Purchasers of the Units in the Building(s) constructed on the Land and also realise the monthly maintenance charges and incur costs and expenses for the maintenance.

**5. Representations and Undertakings of Owners**

The Owners hereby jointly and severally represent, warrant and covenant to the Developer as follows:

- 5.1 **FAR:** The Developer shall be entitled to construct/ develop the Project by utilizing so much of the available FAR that may be decided by the Developer at its sole discretion based on such parameters as may appear to be relevant and practicable to the Developer, including the uniqueness of the Land, the position of the Land, the constructability on the Land etc.. The description of Land as provided in this Agreement is true and correct and not misleading in any respect;
- 5.2 **Clear & marketable title:** The Owners possess clear, marketable, unfettered, absolute and unrestricted right, title and interest on the Land and are the sole, absolute and exclusive owners of the respective portions of the Land having peaceful, legal and physical possession thereof and no other person has any right, title, interest, claim or concern of any nature therein. The Owners have made all payments to be made in terms of the Sale Deeds/documents under which the Land were acquired and there are no impediments, defaults, omissions or constraints whatsoever with regard to the rights, ownership, titles, estate, privileges and interests vesting in the Owners. All current and antecedent title documents have been duly registered and stamped at the correct valuation of the Land as required under Applicable Law;
- 5.3 **Compliance with Applicable Laws:** With respect to the Land, the Owners are in compliance of the Applicable Laws, all statutes, laws, land ceiling laws, regulations, ordinances, rules, judgments, notifications, rules of common law, orders, decrees, bye-laws, government approvals, directives, guidelines, requirements or other governmental restrictions, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question as in effect as on the Effective Date or as may be in effect as on the Possession Date;
- 5.4 **No litigation:** There is no pending or threatened litigation(s) including any

appellate proceedings, arbitrations, suits, proceedings, disputes, lis-pendens, attachment, claims, demands, notices of acquisition or requisition, reservations, prohibitory orders, notices of any nature whatsoever concerning or relating to or involving the Land or the Owners pertaining to the Land. There are no court orders or any orders/ directions from any Governmental Authority or any other person, which may have any adverse effect on the ownership of the Land vesting with the Owners, the contemplated transaction under this Agreement or on the development and construction of the Project;

- 5.5 **No Encumbrance & Contiguous:** The Land and all parts of it are free from all kinds of Encumbrance and third party claims including any prior sale/ agreement to sell, gift, mortgage, tenancy, license, trust, exchange, lease, encroachment by or settled possession of a third party, legal flaw, claims, prior agreement to sell, loan, surety, security, lien, court injunction, litigation, stay order, notices, charges, disputes, acquisition, attachment in the decree of any court, hypothecation, income tax or wealth tax attachment or any other registered or unregistered Encumbrance whatsoever. The Land is contiguous land and there are no impediments with regard to the development and construction of the Project on the Land;
- 5.6 **No prior sales/ launch of the Project:** The Owners hereby represent and undertake that (i) the Owners have not entered into, nor have they authorized any person to enter, any arrangement or agreement for sale/ lease/license/allotment whether flat buyer agreement, plot buyer agreement or any other agreement or memorandum of understanding for sale, booking of any plot, flat, apartment or any other space/ area, to be developed or constructed over the Land; and (ii) the Owners have not accepted any request for booking or allotment of sale/ lease/license of any plot, flat, apartment or any other space/area, to be developed or constructed over the Land;
- 5.7 **No prior Power of Attorney:** The Owners have not issued and/or executed any power of attorney or any other authority, oral or otherwise empowering any other person(s) to deal with the Land or any part thereof for any purpose whatsoever;
- 5.8 **No Outstanding taxes:** There is no outstanding as on the Effective Date nor there shall be any outstanding as on the Possession Date, any property taxes, rates, duties, cess, levies including assessments, water charges, electricity charges, dues or any other charges, including any infrastructure charges, under any Applicable Law, required to be paid to any Governmental Authority or other Person in connection with Land. However, if at any stage any demand/notice is received in this respect the same shall be borne/settled solely by the Owners;
- 5.9 **No future impediment:** The Owners agree and covenant that after execution of this Agreement, and except in accordance with the terms hereof, they shall



not enter into any agreement, commitment, arrangement or understanding with any person which shall have the effect of creating, directly or indirectly and whether immediately or contingently, in favour of such person any right, interest, title, claim or Encumbrance in or over or in relation to the Land and/or the constructed area or any part thereof and/or the Project;

- 5.10 **Due disclosures:** All information in relation to the transactions contemplated herein which would be material to the Developer for the purposes of entering into this Agreement, and consummating the transaction contemplated herein, has been made available and disclosed to the Developer. All information contained or referred to in this Agreement which has been given to Developer, continues to be true, complete and accurate in all respects and not misleading in any manner. Nothing has occurred (since the time such information was given) that results in any information, provided by them or on their behalf in connection with the transaction contemplated herein, becoming untrue or only partially true in any respect;
- 5.11 In the event the Land is acquired by any Governmental Authority, the Parties shall work together to: (i) contest, dispute and take all steps and actions, against such proposed acquisition/acts of the Governmental Authority; (ii) ensure that the Project is executed and implemented within the remaining part of the Land; and (iii) distribute all amounts/benefits received by the Owners for any such land acquisition towards (a) payment of refund of the Project Costs, the Security Deposit and the Reimbursable Costs; and (b) amounts payable to all Intending Purchasers of the Project.
- Provided that nothing above shall have effect of taking away the right of the Developer to terminate the Agreement in case, in the sole determination of the Developer, the acquisition frustrates the purpose of the Agreement and in that event the termination clause shall prevail over this clause;
- 5.12 The execution and delivery of this Agreement and the performance of the transaction contemplated herein have been duly authorised by all necessary corporate actions of the Owners;
- 5.13 This Agreement constitutes a legal, valid and binding obligation on the Owners, enforceable against them in accordance with its terms; and
- 5.14 The execution, delivery and performance of this Agreement by the Owners and the part performance of the transaction contemplated hereunder shall not: (i) require the Owners to obtain any consent, Approvals or action of, or make any filing with or give any notice to, any Governmental Authority or any other person pursuant to any instrument, contract or other agreement to which it is a party or by which it is bound, other than any such consent, approvals, action or filing that has already been duly obtained or made or contemplated to be obtained under the terms of this Agreement; (ii) conflict with or result in any

material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both will constitute) a default under any instrument, contract or other agreement to which they are or any one of them is a party or by which they are or each of them is bound; (iii) violate any order, judgment or decree against, or binding upon them or upon their respective securities, properties or businesses; or (iv) result in a violation or breach of or default under any Applicable Law.

Each of the representations and warranties set forth in this Clause shall be construed as a separate warranty and (save as expressly provided to the contrary herein) shall not be limited or restricted by reference to or inference from the terms of any other representation or warranty or any other term of this Agreement or qualified by any actual or constructive knowledge on the part of the Developer or any of its agents, representatives, officers or employees.

For the avoidance of doubts, the representations, warranties and covenants mentioned above shall survive and continue to be in force and effect from the Effective Date.

## 6. Consideration and Revenue Sharing

- 6.1 In consideration of the agreement and covenant herein contained on the part of the Developer to develop the Land by constructing and/or developing thereat Units at its own costs and expenses in accordance with the Building Plan and allotment of Owners' Allocation in the manner herein mentioned and all other terms, conditions and covenants herein contained, the Owners have agreed to put the Developer, subject to and in terms hereof, in vacant and peaceful permissive possession as licensee of the Land on and from the Possession Date for its development.
- 6.2 In consideration of the grant of the Development Rights by the Owners to the Developer under the terms of this Agreement, the Owners and the Developer agree that out of the Sale Proceeds to be received from the intending Purchasers the Owners shall be entitled to the Owners' Allocation and the Developer shall be entitled to the Developer's Allocation as defined hereinbefore. The Owners' Allocation, less any other sum that is deductible or adjustable in terms of this Agreement, shall be provided by the Developer to **Alok Towers Pvt. Ltd.** ("**Owners' Representative**") only, being duly authorised by all the Owners to represent all the Owners and the said Owners' Representative shall be solely responsible and liable to distribute the Owners' Allocation among Owners as under:



Sl. No.	Name of the Owner	% of Owners' Allocation payable
1	Alok Towers Pvt. Ltd.	1.62
2	Dipankar Projects Pvt. Ltd.	1.50
3	Prashant Commodities Pvt. Ltd.	1.62
4	Devdan Projects Pvt. Ltd.	1.47
5	Identity Reality Developers Pvt. Ltd.	1.80
6	Johri Towers Pvt. Ltd.	1.62
7	Navjot Properties Pvt. Ltd.	1.47
8	Basudev Builders Pvt. Ltd.	1.62
9	Land Mark Medinova LLP.	1.80
10	Veekay Apartments Pvt. Ltd.	1.62
11	Deepan Projects Pvt. Ltd.	1.47
12	BFM Industries Ltd.	1.62
13	Deeptiman Projects Pvt. Ltd.	1.47
14	Somani Estates Pvt. Ltd.	1.62
15	Satyen Properties Pvt. Ltd.	1.47
16	Samspa Expo Pvt. Ltd.	1.62
17	Puspakunj Estates Pvt. Ltd.	1.47
18	Devadatta Projects Pvt. Ltd.	1.47
19	Aatmaj Realtors Pvt. Ltd.	1.47
20	R.D. Devcon Pvt. Ltd.	1.62
21	Dinakar Projects Pvt. Ltd.	1.47
22	Modak Vyapaar Pvt. Ltd.	1.62
23	Satyen Nirman Pvt. Ltd.	1.47
	<b>Total:</b>	36

- 6.3 Subject to Clause 13, the Owners' Allocation shall be paid by the Developer to the Owners periodically and proportionately from time to time as may be mutually decided by the Parties.
- 6.4 The Owners acknowledge and agree that the Developer shall stand discharged of its obligations on payment of the Owners' Allocation or any part of it in the

above manner to the said Owners' Representative as mentioned Clause 6.2 above and thereafter the Owners shall have no recourse to the Developer.

- 6.5 Notwithstanding anything contained herein, the Owners shall be liable to refund the Security Deposit and pay the Reimbursable Costs to the Developer.

**7. Sanctions & Permissions**

- 7.1 All costs, charges, expenses and outgoings for obtaining the sanction of the Building Plan and other approvals for construction, erection and completion of the Project consisting of Building(s) and other saleable and usable spaces with amenities and facilities as specified herein shall be borne and paid by Developer without any claim for cost escalation.

- 7.2 It shall be the responsibility of the Developer to get the detailed individual Building Plans prepared and submit the same to the local and/or municipal authorities, as the case may be, and to pursue and follow up their sanctions. All expenses and charges incurred in respect thereof including preparation, submission and sanction of the plan, shall be borne and paid by Developer.

- 7.3 In case pursuant to the sanction of the Building Plans for construction of the Buildings any additional area and/or FAR/FSI becomes available in view of any amendment of any Applicable Law, in that event, the Developer shall have the right to obtain a sanction of the revised Building Plans for such additional area and that both the Owners and the Developer shall be entitled to their respective allocations in the same percentage agreed herein. Similarly, all residual rights and benefits not expressly covered herein as and when they arise shall also be shared by the Owners and the Developer in proportion to their respective allocation as may be applicable. It is, however, clarified that the Developer shall be the sole authority to decide whether to use such additional FAR (of both Owners' and Developer's portions) or not and the Owners shall have no objection to any such decision of the Developer and shall have no right to claim any additional sale proceeds, consideration, losses or damages for such unused FAR.

**8. Developer's Obligations/Covenants**

- 8.1 The Developer agrees to complete the Project within a period of 36 (thirty six) months with a grace period of 6 (six) months from the date all requisite Approvals for commencement of construction and development of the Project are obtained by the Developer, subject to Force Majeure Events and any delays that cannot be made up and that have lasting impacts on the final finish time owing to defaults of the Owners ("**Completion Period**"). Any extension after the aforementioned period shall be mutually decided between the Parties.

- 8.2 The Developer shall be responsible to arrange all necessary finances and/or



funds and/or moneys and also undertake all interests, charges, costs and expenses as may from time to time be necessary or required for the Project and in this regard the Owners shall not be liable or responsible.

- 8.3 The Project shall be made complete in all respects including providing all required Common Areas and essential services including drainage/sewerage, water, electricity and the landscaping and electrification of such Common Areas as may be required for beneficial use of the Units.
- 8.4 The Developer shall be responsible for applying and obtaining electricity, water, sewerage and drainage connection at the Land and/or Buildings(s) and/or Units as may from time to time be required.
- 8.5 The Developer shall not violate or contravene any of the provisions or rules applicable for construction of the Building(s) and development of the Land.
- 8.6 The Developer shall comply with the provisions of all statutes, rules and regulations as are applicable in connection with the development of the Project.
- 8.7 The Developer may initiate any proceedings/litigation against third parties in the Court in exercise of the authority given to Developer under these presents. Provided the Developer shall provide an intimation on initiating such litigation.

## **9. Construction**

- 9.1 The entire Project on the Land may be constructed /developed / completed by the Developer in phases on the sole discretion and option of the Developer considering the then marketing strategy and economy of the locale. However, the Owners consented for the same for the confidence of the Developer.
- 9.2 The Developer shall at its own cost and expenses and without creating any financial or other liability on the Owners, develop the Land and construct the Building(s) in accordance with the Building Plans, specifications and elevations sanctioned by the local, Municipal and Development authority subject to any amendment, modification or variation to the said Building Plans and specifications which may be agreed between the Owners and Developer subject to the approval of the appropriate authorities, if required.
- 9.3 The Project as a whole and the Building(s) shall be constructed under the supervision and guidance of the Architect & Engineers and the decision of the Architect and Engineers as to the cost, quality of the materials and specifications to be used for construction of the Building(s) shall be final, binding and conclusive on the Parties.
- 9.4 The Owners shall have the full liberty to enter the Land at any time and inspect

and/or cause to be inspected the material and/or the construction at the Land but only after serving a notice of minimum 24 (twenty four) hours to the Developer. However, the Owners shall share their views only with the officers designated by the Developer for the purpose.

- 9.5 The Developer shall cause construction by use of standard quality building materials specifications as may be recommended by the Architects & Engineers of the Project keeping in mind the conditions that may be imposed by various sanctioning and approving authorities and agencies. However, a tentative list of materials and specifications to be used for the construction is provided in the **Schedule 6** hereunder.
- 9.6 The Developer would cause erection of pathways, driveways and lanes as may be required for free ingress and egress to and from the Land and Building(s) to be constructed on the Land. The Developer shall cause the required common parts and essential services including water, drainage/sewerage, electricity and telephone connections and landscaping and electrification of roads, pathways, driveways and lanes.
- 9.7 All costs, charges and expenses incidental to the construction of the Project including cost of materials, Architect & Engineer's fees shall be borne, paid and discharged by the Developer and the Developer hereby agrees to indemnify and keep indemnified the Owners from and against all suits, proceedings, actions, claims and/or demands, costs, expenses and loss whatsoever relating to or in respect of the same.
- 10. Marketing and Transfer of Units**
- 10.1 The Parties shall be entitled to use their respective brands for marketing or any other media publicity for the Project. The Developer shall be entitled to advertise and market the Project. The Developer shall arrange for marketing or any other media publicity for the Project. The cost for the same shall be borne and paid by the Owners and the Developer, respectively, according to their respective allocations. Any service tax (or any other indirect tax) in relation to the above shall also be shared proportionately.
- 10.2 The Developer shall arrange brokers/marketing agents for the Project and all brokerage charges etc. for the same shall be shared by both the Parties in proportion of their respective allocations. The rate of such brokerage charges shall be decided by the Developer. Any service tax (or any other indirect tax) charged by broker shall also be shared proportionately.
- 10.3 The Developer shall ensure that the advertising and marketing are carried out in a manner that is consistent with and not in derogation of or in conflict with any of the terms or provisions of this Agreement and the Applicable Laws.



- 10.4 Subject to other terms and conditions mentioned herein, the Developer shall be exclusively entitled to and shall have exclusive right to transfer or otherwise deal with or dispose of the Unit(s) in the Project and the car parking spaces in the Basement of the Buildings in such manner and on such terms and conditions as the Developer may deem fit and proper. The Owners shall not in any way interfere with or disturb the quiet and peaceful possession and enjoyment of the Land by the Developer, subject however, to what is provided in the Agreement. The Parties hereby agree that the price and payment schedule for transfer of the Units shall always be decided by the Developer.
- 10.5 The Owners hereby agree, undertake and acknowledge that the Developer shall be entitled to enter into any arrangement or agreement for sale/lease/license/ allotment whether Unit buyer agreement or any other agreement or memorandum of understanding for sale, booking of any Unit, flat, apartment or any other space/ area in their respective shares, to be developed or constructed over the Land; and to accept or receive any request for booking or allotment of sale/ lease/ license of any flat, apartment, unit or any other space/ area, to be developed or constructed over the Land and to receive consideration, rents, deposits therefor and present the above documents for registration and admit the execution of such documents before the appropriate authorities.
- 10.6 The Owners shall transfer the right, title and interest of the Owners in the Land in favour of the intending Purchasers and the Developer shall transfer the right, title and interest of the Developer in the Building(s) in favour of the Intending Purchasers.
- 10.7 The Owners and the Developer shall be parties in all Deeds of Conveyance/Transfer in respect of the transfer of the Units to the intending Purchasers and both of them shall transfer/surrender their respective right, title or interest therein in favour of such party. Notwithstanding the above, the Deeds of Conveyance/Transfer may be executed and registered by the Developer for itself as also for and on behalf of all the Owners on the basis of the Power(s) of Attorney.
- 10.8 In case all or some of the Units remain unsold even on the date of Completion of the Project, the Parties agree to take such course of action as may be mutually agreed keeping in mind the interests of both the Parties.

#### **11. Owners' Obligations/Covenants**

- 11.1 The Owners shall render their best cooperation and assistance to the Developer in development of Land as also in obtaining the water, sewerage/drainage, electricity and telephone and other allied essential services at the Land and/or the Building(s) and/or the Units. The Owners shall always cooperate with the Developer and shall render all assistance as

requested by the Developer for obtaining the Sanctions & Permissions.

- 11.2 The Owners shall sign, execute and deliver all necessary papers, applications, plans, sketches, maps, designs and other documents as may from time to time be required by the Developer for carrying out the Project and/or obtaining the telephone, electricity, water, drainage/sewerage and other essential services at the Land and/or the Building(s) and/or the Units.
- 11.3 The Owners shall neither themselves nor through anyone else do or commit any act, deed or thing, which may in any manner cause obstruction and/or interference in carrying out and completing the Project.
- 11.4 The Owners shall grant on the Effective Date simultaneously with the execution of this Agreement, a Power of Attorney in favour of the Developer and/or nominee/s authorizing and/or empowering it/him/them to exercise the Development Rights, to carry out the Development Work, to appear and represent the Owners before all the Government authorities and/or departments as also to obtain all necessary Sanctions & Permissions, clearances from the concerned authorities and/or the departments and further obtaining the telephone, electricity, gas and other connections at the Land and/or the Building(s) and/or the Units and to do all acts, deeds, matters and things for carrying out and completing the Project and further shall sign, execute and register all agreements, contracts, deeds and documents for sale or otherwise disposal of the Units(s) and such other deeds, matters and things.
- 11.5 The Owners shall, at their own costs and expenses, settle all disputes, claims, demands, suits, complaints, litigation etc. in relation to the right, title and interest of the Owners over the Land and the authority to grant the Development Rights to the Developer or any permission granted by any competent authority based there upon, which may be raised, filed or created during the subsistence of this Agreement by any person, occupants, tenants or society etc. to ensure that the development and construction of the Project on the Land by the Developer shall not be interrupted, obstructed, hampered or delayed in any manner whatsoever by such disputes, claims, demands, suits, complaints, litigation etc. Further, the Owners agree and acknowledge that in the event the Developer incurs any reasonable costs, expenses, damages etc. to rectify or remedy the title of the Land, it shall be entitled to deduct such incurred amounts from the Owners' Allocation.
- 11.6 Notwithstanding anything contained herein, the Owners shall not (i) initiate, solicit or consider, whether directly or indirectly, any offers or agreements from any third party for the sale/transfer or disposal of the Land or any rights or entitlements, including any Development Rights in the Land, in any manner whatsoever; (ii) enter into any arrangement or agreement of any nature whatsoever for sale/ transfer or disposal of the Land (or any rights or entitlements, including any development Rights in the Land), in any manner



whatsoever with any other person; (iii) negotiate or discuss with any third party the financing, transfer, mortgage of the Project Land (or any rights or entitlements, including any development Rights in the Land); and (iv) disclose any information pertaining to this Agreement or Land to any other person.

- 11.7 The Owners agree that no other person, acting under or through them, does, any act of commission or omission that (i) interferes with or causes any obstruction or hindrance in the exercise of any of the Development Rights by the Developer; or (ii) whereby the grant or assignment of the Development Rights or the rights of the Developer in respect of the Land are prejudicially affected. In the performance of their duties and the exercise of its rights, powers and authorities under this Agreement, the Owners shall act in the best interests of the Project and shall not, in any manner whatsoever do any act, deed or thing that is detrimental to or against the interests of the Developer.
- 11.8 The Owners undertake to notify the Developer in writing, promptly, if they become aware of any fact, matter or circumstance (whether existing on or before the date hereof or arising afterwards) which would cause any of the representations or warranties given by them herein, to become untrue or inaccurate or misleading, at any point of time.
- 11.9 The Owners hereby specifically agree and acknowledge that the Developer shall have the right to construct a Basement containing among others containing car parking spaces of such numbers and sizes as may be determined by the Developer at its discretion and as may be approved by the Governmental Authority. The Developer alone shall have all the rights and be entitled to the car parking spaces at the Basement and shall be entitled to all amounts, considerations and receipts, whether one time or periodical, as may be received and collected from the Purchasers by the Developer by Transfer of the said car parking spaces at the Basement and the Owners shall not have any claim over the same.

## **12. Construction Finance**

- 12.1 Subject to Clause 12.6, the Developer shall have the right and authority to raise construction finance for development and construction of the Project without any further action, consent or recourse to the Owners, from any Banks and/or Financial Institutions and/or Housing Finance Companies and/or Non-Banking Financial Companies upon such terms and conditions as may be applicable by deposit of original title deeds including the Developer's Allocation of the area to be constructed. The Developer is hereby authorised by the Owners to do all such acts as may be required for the same for and on behalf of the Owners.
- 12.2 The Developer shall keep the Owners as also the Land absolutely indemnified and harmless against repayment of the loans and advances including interest of the Banks and/or Financial Institutions and/or Housing Finance Companies

and/or Non-Banking Financial Companies. The Developer further covenants with the Owners that it shall endeavour to cause the Banks and/or Financial Institutions and/or Housing Finance Companies and/or Non-Banking Financial Companies in whose favour mortgage or charge or encumbrances is created over the Land to issue a letter of release of such mortgage or charge or encumbrances over the Owners' Allocation.

- 12.3 The Developer shall be responsible to repay the loans and advances as it would from time to time obtain from Banks and/or Financial Institutions and/or Housing Finance Companies and/or Non-Banking Financial Companies (NBFCs) and all interests thereon and charges related thereto and the Owners shall not be liable or responsible for the same in any manner.
- 12.4 The Owners hereby agree to furnish and/or hereby authorise the Developer to furnish for and on their behalf to the lenders of the intending Purchasers No Objection Certificates for creation of mortgage over their respective Unit(s) and the proportionate interests in the Land from time to time as a collateral security.
- 12.5 As and when asked for by the Developer, the Owners shall deposit the original title deeds with the Banks and/or Financial Institutions and/or Housing Finance Companies and/or Non-Banking Financial Companies for the purpose of raising finance for the Project.
- 12.6 The Owners shall only be called upon to deposit the original title deeds as referred to in Clause 12.5 above subject to the Developer expending an amount of Rs. 21,00,00,000.00 towards the Project Costs including the Security Deposit amount and the expenses for any marketing, advertising and any other administrative expenses.

### 13. Security Deposit

- 13.1 The Developer had paid to the Owners, a sum of **Rs.6,00,00,000/-** (Rupees Six Crore only) ("**Initial Security Deposit**") on 20th November 2014 as interest free refundable security deposit on the understandings that the area of the Land was 214 (two hundred and fourteen) decimals, more or less and that the Owners would fulfil the following conditions within a period of 6 (six) months from the said 20th November 2014:
- (i) Mutation of land with BL&LRO and the Panihati Municipality;
  - (ii) Conversion of land;
  - (iii) Clearance of frontage; and
  - (iv) Providing possession of land free from all encumbrances.



Subsequently, upon physical measurement the area of the Land was found to be 197 (one hundred and ninety seven) decimals, more or less instead of 214 (two hundred and fourteen) decimals, more or less. Due to the said reduction of the total area of the Land an amount of Rs.50,00,000 /- (Rupees Fifty Lac only) was refunded by the Owners to the Developer, out of the Initial Security Deposit. The remaining amount of Rs.5,50,00,000 /- (Rupees Five Crore Fifty Lac only) ("**Security Deposit**") is deposited with the Owners as on the Effective Date which fact the Owners hereby acknowledge.

- 13.2 The Parties hereby agree that due to the non-fulfilment of the conditions specified in Clause 13.1 above by the Owners within the time specified in Clause 13.1 above, the Owners, notwithstanding anything contrary contained elsewhere in this Agreement, shall pay an interest @ 15% per annum on the Security Deposit on and from April 2015 i.e, the date of expiry of the said 6 (six) months from 20th November 2014 till the date all the conditions to the satisfaction of the Developer are fulfilled. The Developer shall adjust the amount of the above interest from the Owners' Allocation, periodically, as to be mutually agreed by the Parties.
- 13.3 It is hereby agreed and acknowledged by the Owners that the Developer shall adjust 50% (fifty percent) of the Owners' Allocation towards adjustment of the Security Deposit, periodically and proportionately from time to time, as may be mutually decided by the Parties till the entire Security Deposit stands adjusted.

#### **14. Rates, Taxes and Outgoings**

- 14.1 All taxes, duties, cess, levies etc. levied by or payable to any Government Authority or any municipal or other authority relating to the Land upto the Possession Date, shall be the liability of the Owners and thereafter the Developer shall be liable to pay all such taxes, duties, cess, levies etc..

#### **15. Miscellaneous**

- 15.1 None of the Parties hereto shall do or cause to be done any act, deed or thing whereby the progress of development of Land and construction of the Project shall in any way be hindered or affected and if any of the Parties shall do or cause to be done any such act, deed or thing, then the Party doing so shall be liable to forthwith remove such hindrance or difficulty or obstructions or shall be liable to compensate the other Party for all losses and damages suffered by such other Party.
- 15.2 This Agreement authorises the Developer to develop the Land and to get permissions necessary for construction of Project and to get the plan sanctioned and to enter into an agreement for sale and/or transfer in respect of the Unit(s) and further empowers the Developer with all right, power and

authority to execute and register the Deed of Conveyance for the Unit(s) and the proportionate undivided interests in the Land in favour of the Purchasers of the Unit(s). The Owners, as and when called upon by the Developer, shall join and execute all such Deeds of Conveyance as the confirming party or in such capacity as may be appropriate in the context.

- 15.3 The Developer shall not employ any child labour for carrying out the construction work at the Property nor shall it carry out any unlawful and/or criminal activity at the Lands and/or in connection with the Project.
- 15.4 If and to the extent that any Party is hindered or prevented by a Force Majeure Event from performing any of its obligations under this Agreement, the obligations of the Party so affected ("**Affected Party**") shall remain suspended during the period the Affected Party is so prevented or hindered from complying with its obligations. In such event, the Affected Party shall give written notice of suspension as soon as reasonably possible but not later than 30 (thirty) days from the date of the occurrence, to the other Party stating the date and extent of such suspension and the cause and likely duration thereof. The Affected Party shall take all reasonable steps to ameliorate or remedy the position and shall communicate the same to the other Parties. The Affected Party shall resume full performance of its obligations when such Force Majeure Event ceases to exist. None of the Parties shall be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by reason of Force Majeure Events. It is hereby clarified that unless otherwise agreed by the Parties, this Agreement cannot be terminable by either Party due to occurrence and continuance of any Force Majeure Event.
- 15.5 The Developer shall constitute, organize and/or otherwise form or cause to be formed an Association to take over the maintenance of the Project after its development. All costs, charges and expenses in constitution, formation, organization, management and operation of such Association shall be borne by the respective Purchasers of the Unit(s) in the Project in such proportion to be decided and determined by the Developer. The Purchasers of the Unit(s) in the Project may become members and/or shareholders of the said Association as and when constituted. Until the formation of the Association, the Developer shall appoint a Facility Manager on such terms and conditions as the Developer deems fit and proper for undertaking maintenance of the Common Areas, portions, facilities and amenities and for rendition of common services. The Developer and/or the Owners and/or the Purchasers of the Unit(s) in the Project shall pay, bear and discharge all Common Expenses on account of maintenance and preservation of the Building(s) including the Land proportionately. The Developer shall make such arrangements and frame such rules and regulations for rendering of common services and maintenance of the Project to be constructed at the Land.



- 15.6 The Project shall always be known by such name which may be decided upon by the Developer.
- 15.7 All deeds, papers and documents to be executed between the Parties hereto and/or by the Parties hereto in favour of the Purchasers of the Unit(s) shall be prepared by the Developer's Advocates.
- 15.8 Notwithstanding the Owners irrevocably appointing the Developer as their Constituted Attorney, the Owners shall be bound and liable to execute and register the Deed of Conveyance transferring undivided proportionate share of land comprised in the Land in favour of the Purchasers of the Unit(s) as and when called upon by the Developer.
- 15.9 The Owners and the Developer have specifically agreed that it is the Developer who shall be entitled to launch, market and sale all the Units in the Project and for that purpose the Developer shall be entitled to appoint and/or remove from time to time such third party marketing agencies, bookers or agents as the Developer may deem fit.
- 15.10 Only the courts at Kolkata shall have the jurisdiction to try the disputes touching or concerning this Agreement.
- 15.11 The Parties to this Agreement have negotiated in good faith. It is the intent and agreement of the Parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of, and to satisfy their obligations under this Agreement in order to secure to themselves the mutual benefits created under this Agreement. The Parties agree to execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement.
- 15.12 The Parties agree that in the event of any breach of the provisions of this Agreement, the Parties shall suffer irreparable harm and injury and damages would not be an adequate remedy and each of the Parties (at its sole discretion) shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court or arbitral forum of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have under this Agreement or at law or in equity, including without limitation to a right for damages.
- 15.13 Each Party ("**Indemnifying Party**") shall indemnify and agrees to defend and to keep the other ("**Indemnified Party**") indemnified including its successors, officers, directors, agents and employees and save harmless against all costs,

expenses (including attorneys' fees), charges, loss, damages, claims, demands or actions of whatsoever nature by reason of:

- i. the non-performance and non-observance of any of the terms and conditions of the Agreement by the Indemnifying Party;
- ii. acts of negligence or intentional misconduct by the Indemnifying Party;
- iii. breach of the provisions of this Agreement by the Indemnifying Party;
- iv. any representation and warranty, express or implied, by the Indemnifying Party found to be misleading or untrue; and
- v. failure by the Indemnifying Party to fulfill its obligations under any applicable law.

15.14 Any amendment or modification of the terms herein recorded shall be in writing by mutual consent of the Parties.

15.15 Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Agreement shall be given in writing and may be given by facsimile, by personal delivery or by sending the same by courier addressed to the Party concerned at the address stated below and, or any other address subsequently notified to the other Parties for the purposes of this Clause and shall be deemed to be effective in the case of personal delivery or delivery by courier at the time of delivery and in the case of facsimile immediately after receipt of a transmission report confirming dispatch (except that the court documents may not be served by facsimile):

**For Owners:**

Name	<b>ALOK TOWERS PRIVATE LIMITED</b>
Address	60A, Chowringhee Road, 2nd Floor, Kolkata - 700 020

Name	<b>DIPANKAR PROJECTS PRIVATE LIMITED</b>
Address	Ground Floor, 283C, Vivekananda Road, Kolkata-700006,



Name	<b>PRASHANT COMMODITIES PRIVATE LIMITED</b>
Address	60A, Chowringhee Road, 2nd Floor, Kolkata - 700 020

Name	<b>DEV DAN PROJECTS PRIVATE LIMITED</b>
Address	Ground Floor, 283C, Vivekananda Road, Kolkata-700006

Name	<b>IDENTITY REALITY DEVELOPERS PRIVATE LIMITED</b>
Address	26, Belvedere Road, 1st Floor, Kolkata-700027

Name	<b>JOHRI TOWERS PRIVATE LIMITED</b>
Address	60A, Chowringhee Road, 2nd Floor, Kolkata - 700 020

Name	<b>NAVJOT PROPERTIES PRIVATE LIMITED</b>
Address	Ground Floor, 283C, Vivekananda Road, Kolkata-700006

Name	<b>BASUDEV BUILDERS PRIVATE LIMITED</b>
Address	8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.11, Kolkata-700001

Name	<b>LAND MARK MEDINOVA LLP</b>
Address	26, Belvedere Road, 1st Floor, Kolkata-700027

Name	<b>VEEKAY APARTMENTS PRIVATE LIMITED</b>
Address	60A, Chowringhee Road, 2nd Floor, Kolkata - 700 020

Name	<b>DEEPAN PROJECTS PRIVATE LIMITED</b>
Address	Ground Floor, 283C, Vivekananda Road, Kolkata-700006

Name	<b>BFM INDUSTRIES LIMITED</b>
Address	60A, Chowringhee Road, 2nd Floor, Kolkata - 700 020

Name	<b>DEEPTIMAN PROJECTS PRIVATE LIMITED</b>
Address	Ground Floor, 283C, Vivekananda Road, Kolkata-700006

Name	<b>SOMANI ESTATES PRIVATE LIMITED</b>
Address	60A, Chowringhee Road, 2nd Floor, Kolkata - 700 020



Name	<b>SATYEN PROPERTIES PRIVATE LIMITED</b>
Address	Ground Floor, 283C, Vivekananda Road, Kolkata-700006

Name	<b>SAMSPA EXPO PRIVATE LIMITED</b>
Address	60A, Chowringhee Road, 2nd Floor, Kolkata - 700 020

Name	<b>PUSPAKUNJ ESTATES PRIVATE LIMITED</b>
Address	Ground Floor, 283C, Vivekananda Road, Kolkata-700006

Name	<b>DEVADATTA PROJECTS PRIVATE LIMITED</b>
Address	Ground Floor, 283C, Vivekananda Road, Kolkata-700006

Name	<b>AATMAJ REALTORS PRIVATE LIMITED</b>
Address	Ground Floor, 283C, Vivekananda Road, Kolkata-700006

Name	<b>R. D. DEVCON PRIVATE LIMITED,</b>
Address	8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.10, Kolkata-700001

Name	<b>DINAKAR PROJECTS PRIVATE LIMITED</b>
Address	283C, Vivekananda Road, Ground Floor, Kolkata-700006

Name	<b>MODAK VYAPAAR PRIVATE LIMITED</b>
Address	8/1, Lal Bazar Street, Bikaner Building, 1st Floor, Room No.11, Kolkata-700001

Name	<b>SATYEN NIRMAN PRIVATE LIMITED</b>
Address	283C, Vivekananda Road, Ground Floor, Kolkata-700006

**For Developer:**

Name	<b>RITURAJ CONSTRUCTION LLP</b>
Address	207, A.J.C. BOSE ROAD, KOLKATA - 700 017

- 15.16 This Agreement shall have over riding effect on all earlier agreements, contracts and understandings, if any, made between the Parties or between and among the Owners themselves or with any other person or entity.
- 15.17 The Parties acknowledge on signing of this Agreement that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by either of the Parties hereto, other than what are specifically set forth herein.
- 15.18 The Developer may terminate this Agreement in case:
- (i) the authorities concerned cancel the permission for conversion of the use of the Land for the Project and/or permission under the Urban Land (Ceiling & Regulation) Act, 1976 and/or under any Applicable Laws is refused; or



- (ii) any query, question or doubt is raised by the Developer and the Owners fail to prove beyond doubt their marketable title over the Land; or
- (iii) the performance of the Agreement becomes unviable due to any change in law or due to refusal of any necessary statutory permission or imposition of any onerous condition by any statutory authority; or
- (iv) if the Land or any portion of the same is acquired or any acquisition proceeding is initiated by the Governmental Authority; or
- (v) Subject to the Developer is in sufficient compliance with its obligations herein, in case there is any breach of the covenants or representations (other than in (ii) above) on the part of the Owners and such breach is not cured by the Owners within 30 (thirty) days from the date the Developer notify the Owners about such breach.

On termination of this Agreement for any aforesaid reasons, the Owners shall forthwith refund the till then unadjusted Security Deposit as provided in Clause 13 along with all the Project Costs till then incurred by the Developer with interest to be calculated @15 % (fifteen percent) per annum on and from the date of the deposit of such Security Deposit and the dates on which the respective Project Costs are incurred (collectively "**Owners Refund Amount**"). Such Project Costs shall be determined by the Architect and the decision of the Architect shall be binding on the Parties.

Provided that in case the amount of Developer's Allocation till then received by the Developer from the Intending Purchasers is more than the Owners Refund Amount then the Developer shall refund an amount which is in excess of the Owners Refund Amount, on demand by the Owners. Similarly, in case the amount of Developer's Allocation till then received by the Developer from the Intending Purchasers is less than the Owners Refund Amount then the Owners shall refund such excess money forthwith to the Developer.

On such termination, as per above, the Owners shall be deemed to have been taken over the Project themselves and the Developer shall not be liable for any reason whatsoever. The Developer shall not handover the possession of the Land as well as the Buildings constructed thereon until such refund and reimbursement as per above is complete to the satisfaction of the Developer.

Provided that upon such termination, the agreements for transfer of the Units entered with the Intending Purchasers by the Developer shall be deemed to have been entered into by the Owners with all the Intending Purchasers and the Owners shall remain solely liable to such Intending Purchasers and subject to receipt by the Developer of all the Owners Refund Amount, the Owners shall complete the Buildings in all respect and shall only be entitled to the balance consideration which the Intending Purchasers are liable to pay towards the

transfer of the Units and that the Owners shall not have any recourse against the Developer for any non-payment of such balance consideration by the Intending Purchasers to the Owners.

- 15.19 The stamp duty, registration fees and other miscellaneous costs and expenses required to be paid or incurred in respect of this Agreement and the Power of Attorney shall be borne by the Developer.

**16. Dispute Resolution and Arbitration**

- 16.1 The Parties shall attempt in good faith to resolve any dispute, difference, conflict or claim arising out of or in relation to the Agreement through negotiations. If the dispute has not been settled through negotiation within 14 (fourteen) days from the date on which either Party has served written notice on the other of the dispute ("**Dispute Notice**") then the following provisions shall apply.

- 16.2 In the event of a dispute arising out of or in connection with the Agreement not being resolved in accordance with the above provisions, either Party shall be entitled to, by notice in writing ("**Arbitration Notice**") to the other Party, refer such dispute for final resolution by binding arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory enactment or modification there under and such arbitration shall be before the two arbitrators, one to be appointed by Owners and the other to be appointed by Developer and the two arbitrators thereafter by mutual consent appoint Umpire and/or the third arbitrator. The venue of such arbitration shall be at Kolkata and the arbitration shall be conducted in English language. The award of the arbitrators shall be binding on the Parties.

- 16.3 The Parties hereby agree that until the award is given none of the Parties shall do any act, deed or thing whereby the construction/development/booking/sale of the Units of the said Project and/or Building(s) is/are in any way stopped or prevented.

**17. Variation**

No variation of this Agreement shall be binding on any Party unless such variation is in writing and signed by each Party.

**18. No Assignment**

This Agreement shall not be assigned by the Parties except with the prior written consent of the other party. Provided that no such permission will be required in case the Agreement is assigned by the Developer in favour of any of its Group companies / organisations/ associates.



**19. No Partnership**

The development contemplated by this Agreement is not in the nature of a partnership or any association of persons as contemplated either by the Indian Partnership Act, 1932, or by the Income Tax Act, 1961.

**20. Waiver**

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving Party.

**21. Severability**

If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

**SCHEDULE 1****(Owners)**

- 1) **ALOK TOWERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 60A, Chowringhee Road, 2nd Floor, Kolkata-700020, Police Station-Bhawanipore, Post Office – Elgin Road, having Permanent Account Number AAGCA3191H, duly represented by its Director/Authorized Signatory, **Ravi Prakash Pincha**, son of Late Sanchialal Pincha, residing at 7, Swallow Lane, P.S. Barabazar, P.O.- Reserve Bank Building, Kolkata - 700001; and
- 2) **DIPANKAR PROJECTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Ground Floor, 283C, Vivekananda Road, Post Office and Police Station Manicktala, Kolkata-700006, having Permanent Account Number AAECD9927G, duly represented by its Director/Authorized Signatory, **Dipak Kumar Sharma**, son of Late Loknath Sharma, residing at 283, Vivekananda Road, P.S - Manicktala, P.O- Manicktala, Kolkata - 700 006; and
- 3) **PRASHANT COMMODITIES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 60A, Chowringhee Road, 2nd Floor, Police Station- Bhawanipore, Post Office - Elgin Road, Kolkata -700020, having Permanent Account Number AAECPS717C, duly represented by its Director/Authorized Signatory, **Ravi Prakash Pincha**, son of Late

Sanchialal Pincha, residing at 7, Swallow Lane, P.S. Barabazar, P.O.-Reserve Bank Building, Kolkata - 700001;and

- 4) **DEV DAN PROJECTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Ground Floor, 283C, Vivekananda Road, Post Office and Police Station Manicktala, Kolkata-700006, having Permanent Account Number AAECD9925E, duly represented by its Director/Authorized Signatory, **Dipak Kumar Sharma**, son of Late Loknath Sharma, residing at 283, Vivekananda Road, P.S - Manicktala, P.O- Manicktala, Kolkata - 700 006;; and
- 5) **IDENTITY REALITY DEVELOPERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 1<sup>st</sup> Floor, 26, Belvedere Road, Post Office Alipore, Police Station Alipore, Kolkata-700027, having Permanent Account Number AABC16448N, duly represented by its Director/Authorized Signatory, **Saurabh Parmanand Tapadiya**, son of Parmanand Laduram Tapadiya, residing at 26, Belvedere Road, 1st Floor, P.S - Alipore, P.O Alipore, ;and
- 6) **JOHRI TOWERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 60A, Chowringhee Road, 2nd Floor, Police Station- Bhawanipore, Post Office - Elgin Road, Kolkata-700020, having Permanent Account Number AABCJ3407E, duly represented by its Director/Authorized Signatory, **Ravi Prakash Pincha**, son of Late Sanchialal Pincha, residing at 7, Swallow Lane, P.S. Barabazar, P.O.-Reserve Bank Building, Kolkata - 700001;and
- 7) **NAVJOT PROPERTIES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Ground Floor, 283C, Vivekananda Road, Post Office and Police Station Manicktala, Kolkata-700006, having Permanent Account Number AAECN6297K, duly represented by its Director/Authorized Signatory, **Dipak Kumar Sharma**, son of Late Loknath Sharma, residing at 283, Vivekananda Road, P.S - Manicktala, P.O- Manicktala, Kolkata - 700 006;; and
- 8) **BASUDEV BUILDERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1<sup>st</sup> Floor, Room No.11, Post Office General Post Office, Police Station Hare Street, Kolkata-700001, having Permanent Account Number AACCB5875F, duly represented by its Director/Authorized Signatory, **Ravi Prakash Pincha**, son of Late Sanchialal Pincha, residing at 7, Swallow Lane, P.S. Barabazar, P.O.-Reserve Bank Building, Kolkata - 700001;and
- 9) **LAND MARK MEDINOVA LLP**, a company incorporated under the Companies Act, 1956 and having its registered office at 1<sup>st</sup> Floor, 26, Belvedere Road, Post



Office Alipore, Police Station Alipore, Kolkata-700027, having Permanent Account Number AACCL1822G, duly represented by its Director/Authorized Signatory, **Saurabh Parmanand Tapadiya**, son of Parmanand Laduram Tapadiya, residing at 26, Belvedere Road, 1st Floor, P.S - Alipore, P.O Alipore, ;and

- 10) **VEEKAY APARTMENTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 60A, Chowringhee Road, 2nd Floor, Police Station- Bhawanipore, Post Office - Elgin Road, Kolkata-700020, having Permanent Account Number AAACV9674J, duly represented by its Director/Authorized Signatory, **Ravi Prakash Pincha**, son of Late Sanchialal Pincha, residing at 7, Swallow Lane, P.S. Barabazar, P.O.-Reserve Bank Building, Kolkata - 700001; and
- 11) **DEEPAN PROJECTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Ground Floor, 283C, Vivekananda Road, Post Office and Police Station Manicktala, Kolkata-700006, having Permanent Account Number AAECD9923C, duly represented by its Director/Authorized Signatory, **Dipak Kumar Sharma**, son of Late Loknath Sharma, residing at 283, Vivekananda Road, P.S - Manicktala, P.O- Manicktala, Kolkata - 700 006;; and
- 12) **BFM INDUSTRIES LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 60A, Chowringhee Road, 2nd Floor, Police Station- Bhawanipore, Post Office - Elgin Road, Kolkata-700020, having Permanent Account Number AABCT0262F, duly represented by its Director/Authorized Signatory, **Ravi Prakash Pincha**, son of Late Sanchialal Pincha, residing at 7, Swallow Lane, P.S. Barabazar, P.O.-Reserve Bank Building, Kolkata - 700001; and
- 13) **DEEPTIMAN PROJECTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Ground Floor, 283C, Vivekananda Road, Post Office and Police Station Manicktala, Kolkata-700006, having Permanent Account Number AAECD9928K, duly represented by its Director/Authorized Signatory, **Dipak Kumar Sharma**, son of Late Loknath Sharma, residing at 283, Vivekananda Road, P.S - Manicktala, P.O- Manicktala, Kolkata - 700 006;; and
- 14) **SOMANI ESTATES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 60A, Chowringhee Road, 2nd Floor, Police Station- Bhawanipore, Post Office - Elgin Road, Kolkata-700020, having Permanent Account Number AAGCS3720A, duly represented by its Director/Authorized Signatory, **Ravi Prakash Pincha**, son of Late Sanchialal Pincha, residing at 7, Swallow Lane, P.S. Barabazar, P.O.-Reserve Bank Building, Kolkata - 700001; and

- 15) **SATYEN PROPERTIES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Ground Floor, 283C, Vivekananda Road, Post Office and Police Station Manicktala, Kolkata-700006, having Permanent Account Number AAUCS3948J, duly represented by its Director/Authorized Signatory, **Dipak Kumar Sharma**, son of Late Loknath Sharma, residing at 283, Vivekananda Road, P.S - Manicktala, P.O- Manicktala, Kolkata - 700 006;; and
- 16) **SAMSPA EXPO PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 60A, Chowringhee Road, 2nd Floor, Police Station- Bhawanipore, Post Office - Elgin Road, Kolkata-700020, having Permanent Account Number AADC56679K, duly represented by its Director/Authorized Signatory, **Ravi Prakash Pincha**, son of Late Sanchialal Pincha, residing at 7, Swallow Lane, P.S. Barabazar, P.O.-Reserve Bank Building, Kolkata - 700001; and
- 17) **PUSPAKUNJ ESTATES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Ground Floor, 283C, Vivekananda Road, Post Office and Police Station Manicktala, Kolkata-700006, having Permanent Account Number AAHCP6349P, duly represented by its Director/Authorized Signatory, **Dipak Kumar Sharma**, son of Late Loknath Sharma, residing at 283, Vivekananda Road, P.S - Manicktala, P.O- Manicktala, Kolkata - 700 006;; and
- 18) **DEVADATTA PROJECTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Ground Floor, 283C, Vivekananda Road, Post Office and Police Station Manicktala, Kolkata-700006, having Permanent Account Number AAECD9926H, duly represented by its Director/Authorized Signatory, **Dipak Kumar Sharma**, son of Late Loknath Sharma, residing at 283, Vivekananda Road, P.S - Manicktala, P.O- Manicktala, Kolkata - 700 006;; and
- 19) **AATMAJ REALTORS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Ground Floor, 283C, Vivekananda Road, Post Office and Police Station Manicktala, Kolkata-700006, having Permanent Account Number AAMCA5734A, duly represented by its Director/Authorized Signatory, **Dipak Kumar Sharma**, son of Late Loknath Sharma, residing at 283, Vivekananda Road, P.S - Manicktala, P.O- Manicktala, Kolkata - 700 006;; and
- 20) **R. D. DEVCON PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 8/1, Lal Bazar Street, Post Office General Post Office, Police Station Hare Street, Kolkata-700001, having Permanent Account Number AAECR0364H, duly represented by its Director/Authorized Signatory, **Ravi Prakash Pincha**, son of Late Sanchialal



Pincha, residing at 7, Swallow Lane, P.S. Barabazar, P.O.-Reserve Bank Building, Kolkata - 700001; and

- 21) **DINAKAR PROJECTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Ground Floor, 283C, Vivekananda Road, Post Office and Police Station Manicktala, Kolkata-700006, having Permanent Account Number AAECD9933A, duly represented by its Director/Authorized Signatory, **Dipak Kumar Sharma**, son of Late Loknath Sharma, residing at 283, Vivekananda Road, P.S - Manicktala, P.O- Manicktala, Kolkata - 700 006;; and
- 22) **MODAK VYAPAAR PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 8/1, Lal Bazar Street, Bikaner Building, 1<sup>st</sup> Floor, Room No.11, Post Office General Post Office, Police Station Hare Street, Kolkata-700001, having Permanent Account Number AAECM8135B, duly represented by its Director/Authorized Signatory, **Ravi Prakash Pincha**, son of Late Sanchialal Pincha, residing at 7, Swallow Lane, P.S. Barabazar, P.O.-Reserve Bank Building, Kolkata - 700001;and
- 23) **SATYEN NIRMAN PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Ground Floor, 283C, Vivekananda Road, Post Office and Police Station Manicktala, Kolkata-700006, having Permanent Account Number AAUCS4713M, duly represented by its Director/Authorized Signatory, **Dipak Kumar Sharma**, son of Late Loknath Sharma, residing at 283, Vivekananda Road, P.S - Manicktala, P.O- Manicktala, Kolkata - 700 006;.

#### SCHEDULE 2

#### [Sale Deeds]

By the following 23 (twenty three) Sale Deeds all dated the 21 November 2014 and registered at the office of the ADSR, Sodepur, one R. K. Millen & Co.(India) Pvt. Ltd. sold transferred and conveyed to the Owners the ALL THAT piece and parcel of the land measuring 214 decimals comprised in R.S. Dag Nos. 1079(P), 1081, 1082, 1086, 1087, 1088, 1089, 1063, 1074 and 1075(P) at Mouza Agarpara, J. L. No.11, under Holding No. 80F, B.T. Road, in Ward No.6 of Panihati Municipality, Sub-Registration Office Sodepur, Police Station Khardah, District North 24-Parganas as under:-

SL NO.	OWNERS	Deed No.	Dag No.	Area (in decimals)
1	Alok Towers Pvt. Ltd.	5509/2014	1074	06
			1075	06
2	Dipankar Projects Pvt. Ltd.	5498/2014	1075	12

SL NO.	OWNERS	Deed No.	Dag No.	Area (in decimals)
3	Prashant Commodities Pvt. Ltd.	5497/2014	1075	09
4	Devdan Projects Pvt. Ltd.	5516/2014	1079	10
5	Identity Reality Developers Pvt. Ltd.	5504/2014	1079	10
6	Johri Towers Pvt. Ltd.	5514/2014	1079	10
7	Navjot Properties Pvt. Ltd.	5500/2014	1079	09
8	Basudev Builders Pvt. Ltd.	5502/2014	1081	10
9	Land Mark Medinova Pvt Ltd (now known as Land Mark Medinova LLP)	5508/2014	1081	11.4
10	Veekay Apartments Pvt. Ltd.	5510/2014	1081	10
11	Deepan Projects Pvt. Ltd.	5499/2014	1081	10
12	BFM Industries Ltd.	5501/2014	1081	10
13	Deeptiman Projects Pvt. Ltd.	5505/2014	1081	10
14	Somani Estates Pvt. Ltd.	5518/2014	1081	10
15	Satyen Properties Pvt. Ltd.	5541/2014	1081	10
16	Samspa Expo Pvt. Ltd.	5512/2014	1081	10
17	Puspakunj Estates Pvt. Ltd.	5517/2014	1081	10
18	Devadatta Projects Pvt. Ltd.	5513/2014	1081	2.6
19	Aatmaj Realtors Pvt. Ltd.	5515/2014	1082	9.7
20	R. D. Devcon Pvt. Ltd.	5507/2014	1082	9.3
21	Dinakar Projects Pvt. Ltd.	5506/2014	1086	06
22	Modak Vyapaar Pvt. Ltd.	5511/2014	1087	04
			1088	01
			1089	01
23	Satyen Nirman Pvt. Ltd.	5503/2014	1063	07
			<b>Total:</b>	214 decimals



**SCHEDULE 3****[Land]**

**ALL THAT** piece and parcel of the land measuring **197 (one hundred and ninety seven) decimals**, more or less equivalent to **8040.452** (eight thousand forty point four five two) **square meters, more or less**, comprised in R.S. Dag Nos. 1079(P), 1081, 1082, 1086, 1087, 1088, 1089, 1063, 1074 and 1075(P), Khatlan Nos 1257 to 1276, at Mouza Agarpara, J. L. No.11, under Holding No. 80F, B.T. Road, in Ward No.6 of Panihati Municipality, Sub-Registration Office Sodepur, Police Station Khardah, District North 24-Parganas, being butted and bounded as follows:

ON THE NORTH	:	By Dag No. 1085, 1084, 1061, 1062 and 1064
ON THE SOUTH	:	By Dag No. 1080, 1079, 1078, 1075 (P) and By Common Passage leading to Murari Mohan Mitra Road
ON THE EAST	:	By Barrackpur Trunk Road
ON THE WEST	:	By Dag No. 1090

**AND** delineated in the Plan in **RED** colour attached herewith as **Schedule 5**

**SCHEDULE 4****[Reimbursable Costs]**

Reimbursable Costs for unsold Units (which are allotted to the Owners in terms of Clause 10.8 and in terms of the Owners Allocation mentioned in Clause 6.2 hereinabove of this Agreement) shall include any amounts towards:

- (A) any external development charges/ infrastructure development charges/ license fees and charges as may be payable to the Governmental Authorities;
- (B) any service tax, VAT or any other present or future taxes/ cess or any other statutory or government levies or fees/charges on development, construction or sale/transfer of any unsold Units or otherwise on the Project levied or payable by the Developer, on account of (i) allotment/allocation or handover of any unsold Units to the Owners; (ii) any taxes etc. that the Owners collect or recover from the Purchasers; and (iii) any taxes payable towards the construction or any other services rendered by the Developer to the Owners;
- (C) any electricity/ water or any other utility deposits;
- (D) any monies collected/received or to be collected/received from the Purchasers

for providing all facilities/utilities including electricity, water, club amenities/ equipment etc.;

- (E) any monies collected towards maintenance (including service tax on maintenance charges) and/or contribution towards corpus fund, any amount received from the prospective Purchasers towards legal charges, share money, society membership fees, stamp duty, registration fee, documentation charges for transfer of Unit(s) and other incidental and allied costs, expenses, of all deeds, documents, agreements, collected from the prospective Purchasers;
- (F) all costs with respect to formation and functioning of the Association, which are incurred by the Developer;
- (G) all fitment charges, furniture, machineries, equipment, furnishing, tools, etc., if any, to be provided in the Units;
- (H) any grants and/or subsidies to be received for or in connection or in relation with the Development Work of the Project from the Authorities concerned under any Governmental or Statutory Schemes;
- (I) any payment which may be specifically stated elsewhere in the Agreement to be solely realised and appropriated by the Developer;
- (J) the Security Deposit, if any, which remains unadjusted;
- (K) the share of the Owners in marketing and brokerage expenses; and
- (L) any other costs and expenses incurred by the Developer with respect to the Owners' Allocation which are customarily reimbursable from the Purchasers.

#### **SCHEDULE 5**

**[Plan on which the Land is demarcated]**

Separate sheet annexed at the end of this Agreement

#### **SCHEDULE 6**

**[Specifications]**

#### **A. Fittings & Fixtures to be provided in the Flat**

<b><u>STRUCTURE</u></b>	RCC frame
<b><u>INTERIOR WALLS</u></b>	Cement plastered walls with plaster of paris finish
<b><u>ROOMS</u></b>	Vitrified Tiles in Living, Dining and Bedrooms




<b><u>DOORS</u></b>	Main entrance door with Timber frame, shutter with decorative teak veneer finish. All other doors with laminated designed flush doors
<b><u>WINDOWS</u></b>	Aluminium anodized with glass panes
<b><u>KITCHEN</u></b>	Granite Counter, Stainless Steel Sink, designer ceramic tiles 2' (two feet) above counter, anti-skid ceramic tiles on floor
<b><u>TOILET</u></b>	Designed Tiles up to door height, European WC, CP fittings, Ceramic tiles flooring
<b><u>ELECTRICALS</u></b>	Concealed copper wiring leading to superior modular switches
<b><u>WATER SUPPLY</u></b>	Filtered water supply.


**B. Fittings & Fixtures to be provided in the Building**

<b><u>EXTERIOR ELAVATION</u></b>	To be designed by the Architect, finished with suitable exterior paint finish
<b><u>LOBBIES</u></b>	Elegant Lobbies finished with marble/ granite
<b><u>LIFTS</u></b>	Of reputed make
<b><u>GENERATOR</u></b>	Suitable standby generator shall be provided as standby for all common lighting and water pump.

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

**SIGNED AND DELIVERED** by the within-named **OWNERS** at Kolkata in the presence of:


1.   
DIPANKASH MAHAPATRA  
207, A.J.C. BASE ROAD  
KOLKATA 700017

2.   
Sayata Banerjee  
207, A.J.C. Base Road  
Kolkata: 700017

**ALOK TOWERS PVT. LTD.**

  
Ravi Pinka  
Director  
Authorized Signatory


**Dipankar Projects Private Limited**

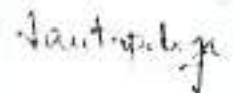
  
Dipankar  
Director  
Authorized Signatory

**PHASHANT COMMODITIES PVT. LTD.**

  
Ravi Pinka  
Director  
Authorized Signatory

**DEV DAN PROJECTS PVT. LTD.**


  
Dipankar  
Director  
Authorized Signatory

  
Santosh

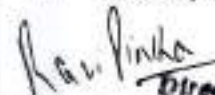
**IOBBI TOWERS PVT. LTD.**

  
Ravi Pinka  
Director  
Authorized Signatory

**KANJOT PROPERTIES PVT. LTD.**


  
Dipankar  
Director  
Authorized Signatory

**FOT BASUDY PIONEERS (P) LTD**

  
Ravi Pinka  
Director  
Authorized Signatory



SIGNED AND DELIVERED by the within-named OWNERS at Kolkata in the presence of:

- 1. 
- 2. Sujata Banerjee

*Handwritten signature*

VEEKAY APARTMENTS PVT. LTD.

*Ravi Prakash*  
Director

Authorized Signatory

ULPAN PROJECTS PVT. LTD.

*M. Sharma*  
Director

Authorized Signatory

B F M INDUSTRIES LTD

*Ravi Prakash*  
Director

Authorized Signatory

DEEPTIRAM PROJECTS PVT. LTD.

*M. Sharma*  
Director

Authorized Signatory

SOMANI Estates (P) Ltd

*Ravi Prakash*  
Director

Authorized Signatory

Satyam Properties Private Limited

*M. Sharma*  
Director


Authorized Signatory


For SAMSFA EXPO. PVT. LTD

*Ravi Prakash*  
Director


Authorized Signatory

SIGNED AND DELIVERED by the within-named OWNERS at Kolkata in the presence of:


- 1. 
- 2. **Sujata Banerjee**

Puspakunj Estate Private Limited,  
 Director/  
 Authorized Signatory

DEVADATTA PROJECTS PVT. LTD.  
 Director/  
 Authorized Signatory

ARTIST PROJECTS PVT. LTD.  
 Director/  
 Authorized Signatory

FOR RD DEVELOP PVT. LTD.  
**Ravi Prakash** Director/  
 Authorized Signatory

CINAKAR PROJECTS PVT. LTD.  
 Director/  
 Authorized Signatory


FOR MODAK VYAPAK PVT. LTD.  
**Ravi Prakash** Director/  
 Authorized Signatory

Satyen Nilman PVE Ltd.  
 Director/  
 Authorized Signatory



SIGNED AND DELIVERED by the within-named DEVELOPER at Kolkata in the presence of:

Ritwik

1.   
JAIPRAKASH HADIGUNTA  
207, A.J.C. Bose Road  
KOLKATA-700017.
2. Sujata Banerjee  
207, A.J.C. Bose Road  
Kolkata-700017.

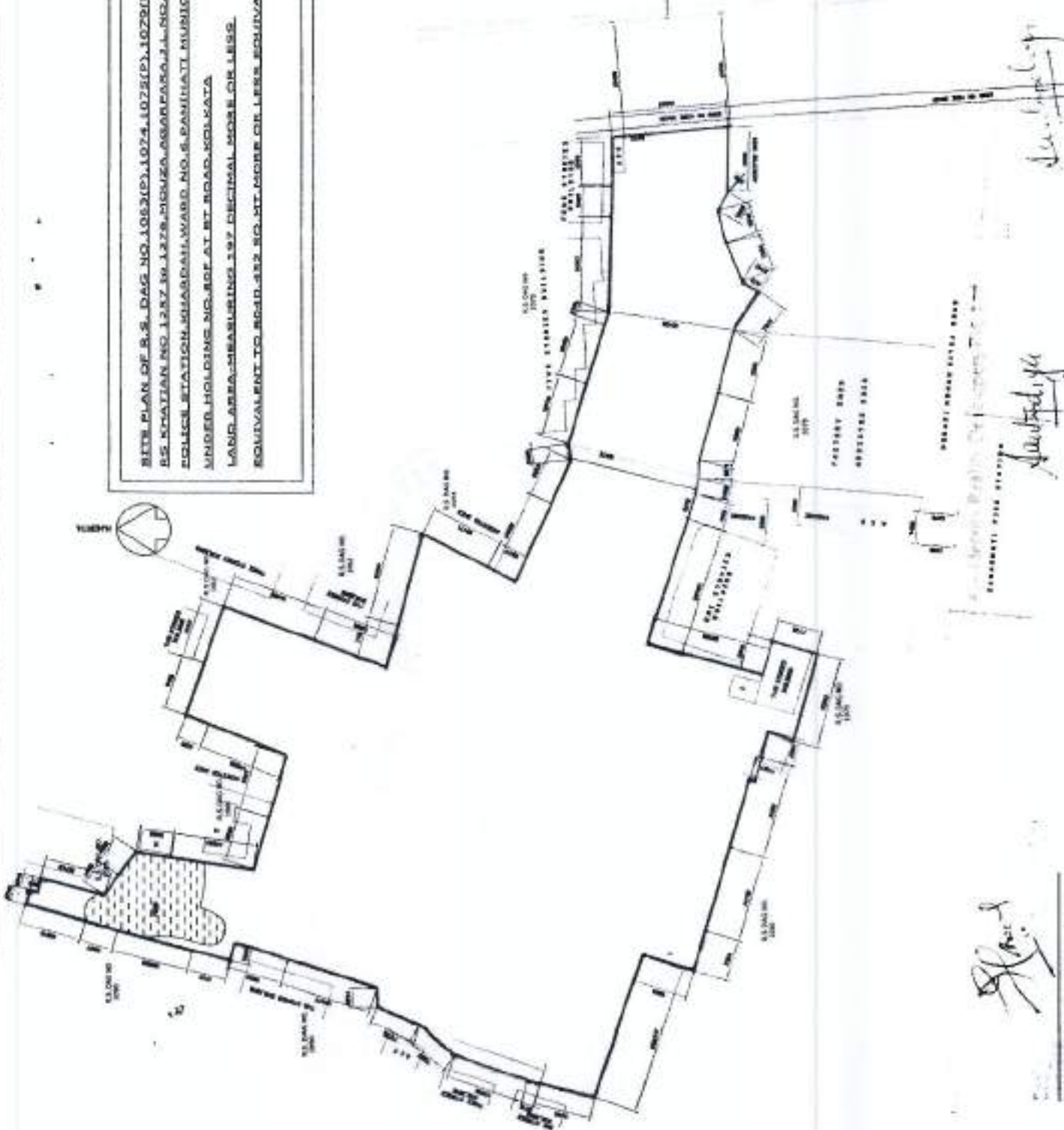


Drafted by



Swarup Sil, Advocate  
High Court Calcutta  
Enr No. WB/286/2007

SITE PLAN OF S.S. DAG NO.1063(C).1074.1075(P).1081.1082.1086.1087.1088.1089  
 S.S. KHANAN NO.1257.16.1278.1282A.1282B.1282C.1282D.1282E.1282F.1282G.1282H.1282I  
 POLICE STATION QUARDRAILWARD NO.8 SAMNATI MUNICIPALITY-DISTRICT 24 PARDHANARINOHRI  
 UNDER HOLDING NO.80F AT BT ROAD,KOLKATA  
 LAND AREA-MEASURING 1.97 DECIMAL MORE OR LESS  
 EQUIVALENT TO ROAD 332 SQ.MT. MORE OR LESS EQUIVALENT TO 5 SIGMA 3 CHITACK 1.2 SOFT.



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SIGNATURE OF DEVELOPER  
*[Handwritten Signature]*

SIGNATURE OF OWNERS  
*[Handwritten Signature]*



### FORM FOR TEN FINGERPRINTS







PHOTO  		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Left Hand					
		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Right Hand					

PHOTO  		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Left Hand					
		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Right Hand					

*Sam Sherman*

PHOTO  		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Left Hand					
		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Right Hand					

*Shirley G. Gage*

PHOTO  		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Left Hand					
		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Right Hand					

*John G. Gage*





## Seller, Buyer and Property Details

### A. Land Lord & Developer Details

Presentant Details	
SL No.	Name and Address of Presentant
1	Mr RAJ VARDHAN PATODIA 207, A. J. C. BOSE ROAD, P.O:- CIRCUS AVENUE, P.S:- Beniapur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	ALOK TOWERS PRIVATE LIMITED 60A, CHOWRINGHEE ROAD, P.O:- ELGIN ROAD, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 PAN No. AAGCA3191H,; Status : Organization
2	DIPANKAR PROJECTS PRIVATE LIMITED 283C, VIVEKANANDA ROAD, P.O:- MANIKTALA, P.S:- Maniktala, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 PAN No. AAECD9927G,; Status : Organization
3	PRASHANT COMMODITIES PRIVATE LIMITED 60A, CHOWRINGHEE ROAD, P.O:- ELGIN ROAD, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 PAN No. AAACP5717C,; Status : Organization
4	DEV DAN PROJECTS PRIVATE LIMITED 283C, VIVEKANANDA ROAD, P.O:- MANIKTALA, P.S:- Maniktala, District:-Kolkata, West Bengal, India, PIN - 700006 PAN No. AAECD9925E,; Status : Organization
5	IDENTITY REALITY DEVELOPERS PRIVATE LIMITED 26, BELVEDERE ROAD, P.O:- ALIPORE, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027 PAN No. AABC16448N,; Status : Organization
6	JOHRI TOWERS PRIVATE LIMITED 60A, CHOWRINGHEE ROAD, P.O:- ELGIN ROAD, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 PAN No. AABCJ3407E,; Status : Organization
7	NAVJOT PROPERTIES PRIVATE LIMITED 283C, VIVEKANANDA ROAD, P.O:- MANIKTALA, P.S:- Maniktala, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700020 PAN No. AAECN6297K,; Status : Organization

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
8	BASUDEV BUILDERS PRIVATE LIMITED 8/1, LAL BAZAR STREET, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 PAN No. AACCB5875F.; Status : Organization
9	LAND MARK MEDINOVA LLP 26, BELVEDERE ROAD, P.O:- ALIPORE, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027 PAN No. AACCL1822G.; Status : Organization; Represented by their ( 1-9 ) representative as given below:-
1-9 (1)	Mr SAURABH PARMANAND TAPADIYA 26,BELVEDERE ROAD, P.O:- ALIPORE, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India.; Status : Representative; Date of Execution : 02/08/2016; Date of Admission : 02/08/2016; Place of Admission of Execution : Pvt, Residence
10	VEEKAY APARTMENTS PRIVATE LIMITED 60A, CHOWRINGHEE ROAD, P.O:- ELGIN ROAD, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 PAN No. AAACV9674J.; Status : Organization
11	DEEPAN PROJECTS PRIVATE LIMITED 283C, VIVEKANANDA ROAD, P.O:- MANIKTALA, P.S:- Maniktala, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 PAN No. AAECD9923C.; Status : Organization
12	BFM INDUSTRIES LIMITED 60A, CHOWRINGHEE ROAD, P.O:- ELGIN ROAD, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 PAN No. AABCT0262F.; Status : Organization
13	DEEPTIMAN PROJECTS PRIVATE LIMITED 283C, VIVEKANANDA ROAD, P.O:- MAINKTALA, P.S:- Maniktala, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 PAN No. AAECD9928K.; Status : Organization
14	SOMANI ESTATES PRIVATE LIMITED 60A, CHOWRINGHEE ROAD, P.O:- ELGIN ROAD, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 PAN No. AAGCS3720A.; Status : Organization
15	SATYEN PROPERTIES PRIVATE LIMITED 283C, VIVEKANANDA ROAD, P.O:- MANIKTALA, P.S:- Maniktala, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 PAN No. AAUCS3948J.; Status : Organization
16	SAMSPA EXPO PRIVATE LIMITED 60A, CHOWRINGHEE ROAD, P.O:- ELGIN ROAD, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700006 PAN No. AADCS6679K.; Status : Organization



Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
17	PUSPAKUNJ ESTATES PRIVATE LIMITED 283C, VIVEKANANDA ROAD, P.O:- MANIKTALA, P.S:- Maniktala, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 PAN No. AAHCP6349P,; Status : Organization
18	DEVADATTA PROJECTS PRIVATE LIMITED 283C, VIVEKANANDA ROAD, P.O:- MAINKTALA, P.S:- Maniktala, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 PAN No. AAECD9926H,; Status : Organization
19	AATMAJ REALTORS PRIVATE LIMITED 283C, VIVEKANANDA ROAD, P.O:- MANIKTALA, P.S:- Maniktala, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 PAN No. AAMCA5734A,; Status : Organization
20	R. D. DEVCON PRIVATE LIMITED 8/1, LAL BAZAR STREET, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 PAN No. AAECR0064H,; Status : Organization
21	DINAKAR PROJECTS PRIVATE LIMITED 283C, VIVEKANANDA ROAD, P.O:- MANIKTALA, P.S:- Maniktala, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 PAN No. AAECD9933A,; Status : Organization
22	MODAK VYAPAAR PRIVATE LIMITED 8/1, LAL BAZAR STREET, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 PAN No. AAECM8135B,; Status : Organization; Represented by their ( 10-22 ) representative as given below:-
10-22 (1)	Mr RAVI PRAKASH PINCHA 7, SWALLOW LANE, P.O:- RESERVE BANK BUILDING, P.S:- Burrobazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,; Status : Representative; Date of Execution : 02/08/2016; Date of Admission : 02/08/2016; Place of Admission of Execution : Pvt. Residence
23	SATYEN NIRMAN PRIVATE LIMITED 283C, VIVEKANANDA ROAD, P.O:- MANIKTALA, P.S:- Maniktala, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 PAN No. AAUCS4713M,; Status : Organization; Represented by their representative as given below:-
23(1)	Mr DIPAK KUMAR SHARMA 283, VIVEKANANDA ROAD, P.O:- MAINCKTALA, P.S:- Maniktala, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,; Status : Representative; Date of Execution : 02/08/2016; Date of Admission : 02/08/2016; Place of Admission of Execution : Pvt. Residence

Developer Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	RITURAJ CONSTRUCTION LLP 207, A J C BOSE ROAD, P.O:- CIRCUS AVENUE, P.S:- Beniapukur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017; Status : Organization; Represented by representative as given below:-
1(1)	Mr RAJ VARDHAN PATODIA 207, A. J. C. BOSE ROAD, P.O:- CIRCUS AVENUE, P.S:- Beniapukur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,; Status : Representative; Date of Execution : 02/08/2016; Date of Admission : 02/08/2016; Place of Admission of Execution : Pvt. Residence

### B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Mr S SIL Son of Mr B K SEAL HIGH COURT CALCUTTA, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India.	Mr RAVI PRAKASH PINCHA, Mr DIPAK KUMAR SHARMA, Mr SAURABH PARMANAND TAPADIYA, Mr RAJ VARDHAN PATODIA	

### C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: B.T. Road, Mouza: Agarpara, Ward No: 6, Holding No:80F	RS Plot No:- 1074 , RS Khatian No:- 1257	6 Dec	0/-	58,18,181/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road
L2	District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: B.T. Road, Mouza: Agarpara, Ward No: 6, Holding No:80F	RS Plot No:- 1075 , RS Khatian No:- 1257	27 Dec	0/-	2,61,81,814/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road



Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L3	District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: B.T. Road, Mouza: Agarpara, Ward No: 6, Holding No:80F	RS Plot No:- 1079, RS Khatian No:- 1257	39 Dec	0/-	3,78,18,175/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road
L4	District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: B.T. Road, Mouza: Agarpara, Ward No: 06, Holding No:80F	RS Plot No:- 1081, RS Khatian No:- 1257	104 Dec	0/-	10,08,48,467/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road
L5	District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: B.T. Road, Mouza: Agarpara, Ward No: 6, Holding No:80F	RS Plot No:- 1082, RS Khatian No:- 1257	19 Dec	0/-	1,84,24,239/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road
L6	District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: B.T. Road, Mouza: Agarpara, Ward No: 6, Holding No:80F	RS Plot No:- 1086, RS Khatian No:- 1257	6 Dec	0/-	58,18,181/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road
L7	District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: B.T. Road, Mouza: Agarpara, Ward No: 6, Holding No:80F	RS Plot No:- 1087, RS Khatian No:- 1257	4 Dec	0/-	38,78,787/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road
L8	District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: B.T. Road, Mouza: Agarpara, Ward No: 6, Holding No:80F	RS Plot No:- 1088, RS Khatian No:- 1257	1 Dec	0/-	9,69,697/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road
L9	District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: B.T. Road, Mouza: Agarpara, Ward No: 6, Holding No:80F	RS Plot No:- 1089, RS Khatian No:- 1257	1 Dec	0/-	9,69,697/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road
L10	District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: B.T. Road, Mouza: Agarpara, Ward No: 6, Holding No:80F	RS Plot No:- 1063, RS Khatian No:- 1257	7 Dec	0/-	67,87,878/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road

**Transfer of Property from Land Lord to Developer**

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	ALOK TOWERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	DIPANKAR PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	PRASHANT COMMODITIES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	DEV DAN PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	IDENTITY REALITY DEVELOPERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	JOHRI TOWERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	NAVJOT PROPERTIES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	BASUDEV BUILDERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	LAND MARK MEDINOVA LLP	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	VEEKAY APARTMENTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	DEEPAN PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	BFM INDUSTRIES LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	DEEPTIMAN PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	SOMANI ESTATES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	SATYEN PROPERTIES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	SAMSPA EXPO PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	PUSPAKUNJ ESTATES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
DEVADATTA PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783	
AATMAJ REALTORS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783	



**Transfer of Property from Land Lord to Developer**

<b>Sch No.</b>	<b>Name of the Land Lord</b>	<b>Name of the Developer</b>	<b>Transferred Area</b>	<b>Transferred Area in(%)</b>
	R. D. DEVCON PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	DINAKAR PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	MODAK VYAPAAR PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	SATYEN NIRMAN PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L2	ALOK TOWERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.17391	4.34783
	DIPANKAR PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.17391	4.34783
	PRASHANT COMMODITIES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.17391	4.34783
	DEV DAN PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.17391	4.34783
	IDENTITY REALITY DEVELOPERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.17391	4.34783
	JOHRI TOWERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.17391	4.34783
	NAVJOT PROPERTIES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.17391	4.34783
	BASUDEV BUILDERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.17391	4.34783
	LAND MARK MEDINOVA LLP	RITURAJ CONSTRUCTION LLP	1.17391	4.34783
	VEEKAY APARTMENTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.17391	4.34783
	DEEPAN PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.17391	4.34783
	BFM INDUSTRIES LIMITED	RITURAJ CONSTRUCTION LLP	1.17391	4.34783
	DEEPTIMAN PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.17391	4.34783
	SOMANI ESTATES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.17391	4.34783
	SATYEN PROPERTIES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.17391	4.34783
	SAMSPA EXPO PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.17391	4.34783
	PUSPAKUNJ ESTATES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.17391	4.34783
	DEVADATTA PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.17391	4.34783
	AATMAJ REALTORS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.17391	4.34783
	R. D. DEVCON PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.17391	4.34783



**Transfer of Property from Land Lord to Developer**

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
	DINAKAR PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.17391	4.34783
	MODAK VYAPAAR PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.17391	4.34783
	SATYEN NIRMAN PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.17391	4.34783

**Transfer of Property from Land Lord to Developer**

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L3	ALOK TOWERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.69565	4.34783
	DIPANKAR PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.69565	4.34783
	PRASHANT COMMODITIES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.69565	4.34783
	DEV DAN PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.69565	4.34783
	IDENTITY REALITY DEVELOPERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.69565	4.34783
	JOHRI TOWERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.69565	4.34783
	NAVJOT PROPERTIES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.69565	4.34783
	BASUDEV BUILDERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.69565	4.34783
	LAND MARK MEDINOVA LLP	RITURAJ CONSTRUCTION LLP	1.69565	4.34783
	VEEKAY APARTMENTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.69565	4.34783
	DEEPAN PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.69565	4.34783
	BFM INDUSTRIES LIMITED	RITURAJ CONSTRUCTION LLP	1.69565	4.34783
	DEEPTIMAN PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.69565	4.34783
	SOMANI ESTATES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.69565	4.34783
	SATYEN PROPERTIES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.69565	4.34783
	SAMSPA EXPO PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.69565	4.34783
	PUSPAKUNJ ESTATES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.69565	4.34783
	DEVADATTA PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.69565	4.34783
	AATMAJ REALTORS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.69565	4.34783
	R. D. DEVCON PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.69565	4.34783



**Transfer of Property from Land Lord to Developer**

<b>Sch No.</b>	<b>Name of the Land Lord</b>	<b>Name of the Developer</b>	<b>Transferred Area</b>	<b>Transferred Area in(%)</b>
	DINAKAR PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.69565	4.34783
	MODAK VYAPAAR PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.69565	4.34783
	SATYEN NIRMAN PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	1.69565	4.34783

**Transfer of Property from Land Lord to Developer**

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L4	ALOK TOWERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	4.52174	4.34783
	DIPANKAR PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	4.52174	4.34783
	PRASHANT COMMODITIES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	4.52174	4.34783
	DEV DAN PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	4.52174	4.34783
	IDENTITY REALITY DEVELOPERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	4.52174	4.34783
	JOHRI TOWERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	4.52174	4.34783
	NAVJOT PROPERTIES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	4.52174	4.34783
	BASUDEV BUILDERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	4.52174	4.34783
	LAND MARK MEDINOVA LLP	RITURAJ CONSTRUCTION LLP	4.52174	4.34783
	VEEKAY APARTMENTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	4.52174	4.34783
	DEEPAN PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	4.52174	4.34783
	BFM INDUSTRIES LIMITED	RITURAJ CONSTRUCTION LLP	4.52174	4.34783
	DEEPTIMAN PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	4.52174	4.34783
	SOMANI ESTATES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	4.52174	4.34783
	SATYEN PROPERTIES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	4.52174	4.34783
	SAMSPA EXPO PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	4.52174	4.34783
	PUSPAKUNJ ESTATES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	4.52174	4.34783
	DEVADATTA PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	4.52174	4.34783
	AATMAJ REALTORS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	4.52174	4.34783
	R. D. DEVCON PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	4.52174	4.34783



**Transfer of Property from Land Lord to Developer**

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
	DINAKAR PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	4.52174	4.34783
	MODAK VYAPAAR PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	4.52174	4.34783
	SATYEN NIRMAN PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	4.52174	4.34783

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L5	ALOK TOWERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.826087	4.34783
	DIPANKAR PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.826087	4.34783
	PRASHANT COMMODITIES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.826087	4.34783
	DEV DAN PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.826087	4.34783
	IDENTITY REALTY DEVELOPERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.826087	4.34783
	JOHRI TOWERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.826087	4.34783
	NAVJOT PROPERTIES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.826087	4.34783
	BASUDEV BUILDERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.826087	4.34783
	LAND MARK MEDINOVA LLP	RITURAJ CONSTRUCTION LLP	0.826087	4.34783
	VEEKAY APARTMENTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.826087	4.34783
	DEEPAN PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.826087	4.34783
	BFM INDUSTRIES LIMITED	RITURAJ CONSTRUCTION LLP	0.826087	4.34783
	DEEPTIMAN PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.826087	4.34783
	SOMANI ESTATES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.826087	4.34783
	SATYEN PROPERTIES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.826087	4.34783
	SAMSPA EXPO PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.826087	4.34783
	PUSPAKUNJ ESTATES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.826087	4.34783
	DEVADATTA PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.826087	4.34783
	AATMAJ REALTORS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.826087	4.34783
	R. D. DEVGON PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.826087	4.34783



**Transfer of Property from Land Lord to Developer**

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
	DINAKAR PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.826087	4.34783
	MODAK VYAPAAR PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.826087	4.34783
	SATYEN NIRMAN PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.826087	4.34783

**Transfer of Property from Land Lord to Developer**

<b>Sch No.</b>	<b>Name of the Land Lord</b>	<b>Name of the Developer</b>	<b>Transferred Area</b>	<b>Transferred Area in(%)</b>
L6	ALOK TOWERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	DIPANKAR PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	PRASHANT COMMODITIES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	DEV DAN PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	IDENTITY REALITY DEVELOPERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	JOHRI TOWERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	NAVJOT PROPERTIES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	BASUDEV BUILDERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	LAND MARK MEDINOVA LLP	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	VEEKAY APARTMENTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	DEEPAN PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	BFM INDUSTRIES LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	DEEPTIMAN PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	SOMANI ESTATES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	SATYEN PROPERTIES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	SAMSPA EXPO PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	PUSPAKUNJ ESTATES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	DEVADATTA PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	AATMAJ REALTORS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	R. D. DEVCON PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783



**Transfer of Property from Land Lord to Developer**

<b>Sch No.</b>	<b>Name of the Land Lord</b>	<b>Name of the Developer</b>	<b>Transferred Area</b>	<b>Transferred Area in(%)</b>
	DINAKAR PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	MODAK VYAPAAR PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783
	SATYEN NIRMAN PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.26087	4.34783

**Transfer of Property from Land Lord to Developer**

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L7	ALOK TOWERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.173913	4.34783
	DIPANKAR PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.173913	4.34783
	PRASHANT COMMODITIES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.173913	4.34783
	DEV DAN PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.173913	4.34783
	IDENTITY REALITY DEVELOPERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.173913	4.34783
	JOHRI TOWERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.173913	4.34783
	NAVJOT PROPERTIES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.173913	4.34783
	BASUDEV BUILDERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.173913	4.34783
	LAND MARK MEDINOVA LLP	RITURAJ CONSTRUCTION LLP	0.173913	4.34783
	VEEKAY APARTMENTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.173913	4.34783
	DEEPAN PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.173913	4.34783
	BFM INDUSTRIES LIMITED	RITURAJ CONSTRUCTION LLP	0.173913	4.34783
	DEEPTIMAN PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.173913	4.34783
	SOMANI ESTATES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.173913	4.34783
	SATYEN PROPERTIES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.173913	4.34783
	SAMSPA EXPO PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.173913	4.34783
	PUSPAKUNJ ESTATES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.173913	4.34783
	DEVADATTA PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.173913	4.34783
	AATMAJ REALTORS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.173913	4.34783
	R. D. DEVCON PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.173913	4.34783



**Transfer of Property from Land Lord to Developer**

<b>Sch No.</b>	<b>Name of the Land Lord</b>	<b>Name of the Developer</b>	<b>Transferred Area</b>	<b>Transferred Area in(%)</b>
	DINAKAR PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.173913	4.34783
	MODAK VYAPAAR PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.173913	4.34783
	SATYEN NIRMAN PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.173913	4.34783

**Transfer of Property from Land Lord to Developer**

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L8	ALOK TOWERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	DIPANKAR PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	PRASHANT COMMODITIES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	DEV DAN PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	IDENTITY REALITY DEVELOPERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	JOHRI TOWERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	NAVJOT PROPERTIES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	BASUDEV BUILDERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	LAND MARK MEDINOVA LLP	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	VEEKAY APARTMENTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	DEEPAN PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	BFM INDUSTRIES LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	DEEPTIMAN PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	SOMANI ESTATES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	SATYEN PROPERTIES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	SAMSPA EXPO PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	PUSPAKUNJ ESTATES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	DEVADATTA PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	AATMAJ REALTORS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	R. D. DEVCON PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783



Transfer of Property from Land Lord to Developer

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
	DINAKAR PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	MODAK VYAPAAR PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	SATYEN NIRMAN PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783

**Transfer of Property from Land Lord to Developer**

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L9	ALOK TOWERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	DIPANKAR PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	PRASHANT COMMODITIES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	DEV DAN PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	IDENTITY REALITY DEVELOPERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	JOHRI TOWERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	NAVJOT PROPERTIES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	BASUDEV BUILDERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	LAND MARK MEDINOVA LLP	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	VEEKAY APARTMENTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	DEEPAN PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	BFM INDUSTRIES LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	DEEPTIMAN PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	SOMANI ESTATES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	SATYEN PROPERTIES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	SAMSPA EXPO PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	PUSPAKUNJ ESTATES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	DEVADATTA PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	AATMAJ REALTORS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	R. D. DEVCON PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783



**Transfer of Property from Land Lord to Developer**

<b>Sch No.</b>	<b>Name of the Land Lord</b>	<b>Name of the Developer</b>	<b>Transferred Area</b>	<b>Transferred Area in(%)</b>
	DINAKAR PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	MODAK VYAPAAR PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783
	SATYEN NIRMAN PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.0434783	4.34783

**Transfer of Property from Land Lord to Developer**

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L10	ALOK TOWERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.304348	4.34783
	DIPANKAR PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.304348	4.34783
	PRASHANT COMMODITIES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.304348	4.34783
	DEV DAN PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.304348	4.34783
	IDENTITY REALITY DEVELOPERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.304348	4.34783
	JOHRI TOWERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.304348	4.34783
	NAVJOT PROPERTIES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.304348	4.34783
	BASUDEV BUILDERS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.304348	4.34783
	LAND MARK MEDINOVA LLP	RITURAJ CONSTRUCTION LLP	0.304348	4.34783
	VEEKAY APARTMENTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.304348	4.34783
	DEEPAN PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.304348	4.34783
	BFM INDUSTRIES LIMITED	RITURAJ CONSTRUCTION LLP	0.304348	4.34783
	DEEPTIMAN PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.304348	4.34783
	SOMANI ESTATES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.304348	4.34783
	SATYEN PROPERTIES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.304348	4.34783
	SAMSPA EXPO PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.304348	4.34783
	PUSPAKUNJ ESTATES PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.304348	4.34783
	DEVADATTA PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.304348	4.34783
	AATMAJ REALTORS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.304348	4.34783
	R. D. DEVCON PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.304348	4.34783



Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
	DINAKAR PROJECTS PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.304348	4.34783
	MODAK VYAPAAR PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.304348	4.34783
	SATYEN NIRMAN PRIVATE LIMITED	RITURAJ CONSTRUCTION LLP	0.304348	4.34783

#### D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	N GUPTA
Address	HIGH COURT CALCUTTA, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001
Applicant's Status	Advocate

Office of the A.R.A. - IV KOLKATA, District: Kolkata  
Endorsement For Deed Number : I - 190407373 / 2016

Query No/Year	19041000255780/2016	Serial no/Year	1904006778 / 2016
Deed No/Year	I - 190407373 / 2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Mr RAJ VARDHAN PATODIA	Presented At	Private Residence
Date of Execution	02-08-2016	Date of Presentation	02-08-2016

Remarks

On 04/07/2016

**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 20,75,15,116/-

(Asit Kumar Joarder)

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

On 02/08/2016

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

Presented for registration at 18:15 hrs on : 02/08/2016, at the Private residence by Mr RAJ VARDHAN PATODIA .

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

Execution is admitted on 02/08/2016 by

1. Mr RAVI PRAKASH PINCHA AUTHORIZED SIGNATORY, ALOK TOWERS PRIVATE LIMITED, 60A, CHOWRINGHEE ROAD, P.O:- ELGIN ROAD, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 Mr RAVI PRAKASH PINCHA, Son of Late SANCHIALAL PINCHA, 7, SWALLOW LANE, P.O: RESERVE BANK BUILDING, Thana: Burrobazar, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By profession Business
2. Mr RAVI PRAKASH PINCHA AUTHORIZED SIGNATORY, PRASHANT COMMODITIES PRIVATE LIMITED, 60A, CHOWRINGHEE ROAD, P.O:- ELGIN ROAD, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 Mr RAVI PRAKASH PINCHA, Son of Late SANCHIALAL PINCHA, 7, SWALLOW LANE, P.O: RESERVE BANK BUILDING, Thana: Burrobazar, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By profession Business
3. Mr RAVI PRAKASH PINCHA AUTHORIZED SIGNATORY, JOHRI TOWERS PRIVATE LIMITED, 60A, CHOWRINGHEE ROAD, P.O:- ELGIN ROAD, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 Mr RAVI PRAKASH PINCHA, Son of Late SANCHIALAL PINCHA, 7, SWALLOW LANE, P.O: RESERVE BANK BUILDING, Thana: Burrobazar, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By profession Business



4. Mr RAVI PRAKASH PINCHA AUTHORIZED SIGNATORY, BASUDEV BUILDERS PRIVATE LIMITED, 8/1, LAL BAZAR STREET, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 Mr RAVI PRAKASH PINCHA, Son of Late SANCHIALAL PINCHA, 7, SWALLOW LANE, P.O: RESERVE BANK BUILDING, Thana: Burrobazar, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By profession Business

5. Mr RAVI PRAKASH PINCHA AUTHORIZED SIGNATORY, VEEKAY APARTMENTS PRIVATE LIMITED, 60A, CHOWRINGHEE ROAD, P.O:- ELGIN ROAD, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 Mr RAVI PRAKASH PINCHA, Son of Late SANCHIALAL PINCHA, 7, SWALLOW LANE, P.O: RESERVE BANK BUILDING, Thana: Burrobazar, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By profession Business

6. Mr RAVI PRAKASH PINCHA AUTHORIZED SIGNATORY, BFM INDUSTRIES LIMITED, 60A, CHOWRINGHEE ROAD, P.O:- ELGIN ROAD, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 Mr RAVI PRAKASH PINCHA, Son of Late SANCHIALAL PINCHA, 7, SWALLOW LANE, P.O: RESERVE BANK BUILDING, Thana: Burrobazar, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By profession Business

7. Mr RAVI PRAKASH PINCHA AUTHORIZED SIGNATORY, SOMANI ESTATES PRIVATE LIMITED, 60A, CHOWRINGHEE ROAD, P.O:- ELGIN ROAD, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 Mr RAVI PRAKASH PINCHA, Son of Late SANCHIALAL PINCHA, 7, SWALLOW LANE, P.O: RESERVE BANK BUILDING, Thana: Burrobazar, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By profession Business

8. Mr RAVI PRAKASH PINCHA AUTHORIZED SIGNATORY, SAMSPA EXPO PRIVATE LIMITED, 60A, CHOWRINGHEE ROAD, P.O:- ELGIN ROAD, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700006 Mr RAVI PRAKASH PINCHA, Son of Late SANCHIALAL PINCHA, 7, SWALLOW LANE, P.O: RESERVE BANK BUILDING, Thana: Burrobazar, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By profession Business

9. Mr RAVI PRAKASH PINCHA AUTHORIZED SIGNATORY, R. D. DEVCON PRIVATE LIMITED, 8/1, LAL BAZAR STREET, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 Mr RAVI PRAKASH PINCHA, Son of Late SANCHIALAL PINCHA, 7, SWALLOW LANE, P.O: RESERVE BANK BUILDING, Thana: Burrobazar, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By profession Business

10. Mr RAVI PRAKASH PINCHA AUTHORIZED SIGNATORY, MODAK VYAPAAR PRIVATE LIMITED, 8/1, LAL BAZAR STREET, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 Mr RAVI PRAKASH PINCHA, Son of Late SANCHIALAL PINCHA, 7, SWALLOW LANE, P.O: RESERVE BANK BUILDING, Thana: Burrobazar, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By profession Business

Identified by Mr S SIL, Son of Mr B K SEAL, HIGH COURT CALCUTTA, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 02/08/2016 by

1. Mr DIPAK KUMAR SHARMA AUTHORIZED SIGNATORY, DIPANKAR PROJECTS PRIVATE LIMITED, 283C, VIVEKANANDA ROAD, P.O:- MANICKTALA, P.S:- Maniktala, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 Mr DIPAK KUMAR SHARMA, Son of Late LOKNATH SHARMA, 283, VIVEKANANDA ROAD, P.O: MAINCKTALA, Thana: Maniktala, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, By caste Hindu, By profession Business

2. Mr DIPAK KUMAR SHARMA AUTHORIZED SIGNATORY, DEV DAN PROJECTS PRIVATE LIMITED, 283C, VIVEKANANDA ROAD, P.O:- MANIKTALA, P.S:- Maniktala, District:-Kolkata, West Bengal, India, PIN - 700006 Mr DIPAK KUMAR SHARMA, Son of Late LOKNATH SHARMA, 283, VIVEKANANDA ROAD, P.O:



MAINCKTALA, Thana: Maniktala, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, By caste Hindu, By profession Business

3. Mr DIPAK KUMAR SHARMA AUTHORIZED SIGNATORY, NAVJOT PROPERTIES PRIVATE LIMITED, 283C, VIVEKANANDA ROAD, P.O:- MANIKTALA, P.S:- Maniktala, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700020 Mr DIPAK KUMAR SHARMA, Son of Late LOKNATH SHARMA, 283,VIVEKANANDA ROAD, P.O: MAINCKTALA, Thana: Maniktala, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, By caste Hindu, By profession Business

4. Mr DIPAK KUMAR SHARMA AUTHORIZED SIGNATORY, DEEPAN PROJECTS PRIVATE LIMITED, 283C, VIVEKANANDA ROAD, P.O:- MANIKTALA, P.S:- Maniktala, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 Mr DIPAK KUMAR SHARMA, Son of Late LOKNATH SHARMA, 283,VIVEKANANDA ROAD, P.O: MAINCKTALA, Thana: Maniktala, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, By caste Hindu, By profession Business

5. Mr DIPAK KUMAR SHARMA AUTHORIZED SIGNATORY, DEEPTIMAN PROJECTS PRIVATE LIMITED, 283C, VIVEKANANDA ROAD, P.O:- MAINKTALA, P.S:- Maniktala, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 Mr DIPAK KUMAR SHARMA, Son of Late LOKNATH SHARMA, 283,VIVEKANANDA ROAD, P.O: MAINCKTALA, Thana: Maniktala, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, By caste Hindu, By profession Business

6. Mr DIPAK KUMAR SHARMA AUTHORIZED SIGNATORY, SATYEN PROPERTIES PRIVATE LIMITED, 283C, VIVEKANANDA ROAD, P.O:- MANIKTALA, P.S:- Maniktala, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 Mr DIPAK KUMAR SHARMA, Son of Late LOKNATH SHARMA, 283,VIVEKANANDA ROAD, P.O: MAINCKTALA, Thana: Maniktala, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, By caste Hindu, By profession Business

7. Mr DIPAK KUMAR SHARMA AUTHORIZED SIGNATORY, PUSPAKUNJ ESTATES PRIVATE LIMITED, 283C, VIVEKANANDA ROAD, P.O:- MANIKTALA, P.S:- Maniktala, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 Mr DIPAK KUMAR SHARMA, Son of Late LOKNATH SHARMA, 283,VIVEKANANDA ROAD, P.O: MAINCKTALA, Thana: Maniktala, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, By caste Hindu, By profession Business

8. Mr DIPAK KUMAR SHARMA AUTHORIZED SIGNATORY, DEVADATTA PROJECTS PRIVATE LIMITED, 283C, VIVEKANANDA ROAD, P.O:- MAINKTALA, P.S:- Maniktala, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 Mr DIPAK KUMAR SHARMA, Son of Late LOKNATH SHARMA, 283,VIVEKANANDA ROAD, P.O: MAINCKTALA, Thana: Maniktala, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, By caste Hindu, By profession Business

9. Mr DIPAK KUMAR SHARMA AUTHORIZED SIGNATORY, AATMAJ REALTORS PRIVATE LIMITED, 283C, VIVEKANANDA ROAD, P.O:- MANIKTALA, P.S:- Maniktala, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 Mr DIPAK KUMAR SHARMA, Son of Late LOKNATH SHARMA, 283,VIVEKANANDA ROAD, P.O: MAINCKTALA, Thana: Maniktala, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, By caste Hindu, By profession Business

10. Mr DIPAK KUMAR SHARMA AUTHORIZED SIGNATORY, DINAKAR PROJECTS PRIVATE LIMITED, 283C, VIVEKANANDA ROAD, P.O:- MANIKTALA, P.S:- Maniktala, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 Mr DIPAK KUMAR SHARMA, Son of Late LOKNATH SHARMA, 283,VIVEKANANDA ROAD, P.O: MAINCKTALA, Thana: Maniktala, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, By caste Hindu, By profession Business

11. Mr DIPAK KUMAR SHARMA AUTHORIZED SIGNATORY, SATYEN NIRMAN PRIVATE LIMITED, 283C, VIVEKANANDA ROAD, P.O:- MANIKTALA, P.S:- Maniktala, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 Mr DIPAK KUMAR SHARMA, Son of Late LOKNATH SHARMA, 283,VIVEKANANDA ROAD, P.O: MAINCKTALA, Thana: Maniktala, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, By caste Hindu, By profession Business

Indetified by Mr S SIL, Son of Mr B K SEAL, HIGH COURT CALCUTTA, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate



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

Execution is admitted on 02/08/2016 by

1. Mr SAURABH PARMANAND TAPADIYA AUTHORIZED SIGNATORY, IDENTITY REALITY DEVELOPERS PRIVATE LIMITED, 26, BELVEDERE ROAD, P.O:- ALIPORE, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027 Mr SAURABH PARMANAND TAPADIYA, Son of Mr PARMANAND LADURAM TAPADIYA, 26,BELVEDERE ROAD, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By profession Business

2. Mr SAURABH PARMANAND TAPADIYA AUTHORIZED SIGNATORY, LAND MARK MEDINOVA LLP, 26, BELVEDERE ROAD, P.O:- ALIPORE, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027 Mr SAURABH PARMANAND TAPADIYA, Son of Mr PARMANAND LADURAM TAPADIYA, 26,BELVEDERE ROAD, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By profession Business

Identified by Mr S SIL, Son of Mr B K SEAL, HIGH COURT CALCUTTA, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 02/08/2016 by

Mr RAJ VARDHAN PATODIA PARTNER, RITURAJ CONSTRUCTION LLP, 207, A J C BOSE ROAD, P.O:- CIRCUS AVENUE, P.S:- Beniapukur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 Mr RAJ VARDHAN PATODIA, Son of Mr GOPAL PATODIA, 207, A. J. C. BOSE ROAD, P.O: CIRCUS AVENUE, Thana: Beniapukur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700017, By caste Hindu, By profession Business

Identified by Mr S SIL, Son of Mr B K SEAL, HIGH COURT CALCUTTA, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate



(Asit Kumar Joarder)

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

On 04/08/2016

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 6,05,094/- ( B = Rs 6,04,989/- , E = Rs 21/- , I = Rs 55/- , M(a) = Rs 25/- , M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 6,05,094/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

1. Rs. 6,05,094/- is paid, by online on 30/07/2016 12:06PM with Govt. Ref. No. 192016170016176762 on 28-07-2016, Bank: ICICI Bank ( ICIC0000006), Ref. No. 1007878240 on 30/07/2016, Head of Account 0030-03-104-001-16

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

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

**Payment of Stamp Duty**

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

1. Rs. 75,021/- is paid, by online on 30/07/2016 12:06PM with Govt. Ref. No. 192016170016176762 on 28-07-2016, Bank: ICICI Bank ( ICIC0000006), Ref. No. 1007878240 on 30/07/2016, Head of Account 0030-02-103-003-02

**Payment of Stamp Duty**

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(Asit Kumar Joarder)

ADDITIONAL REGISTRAR OF ASSURANCE  
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Kolkata, West Bengal





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2016, Page from 277047 to 277143

being No 190407373 for the year 2016.



Digitally signed by ASIT KUMAR  
JOARDER  
Date: 2016.08.08 17:30:23 +05:30  
Reason: Digital Signing of Deed.

*AS*

(Asit Kumar Joarder) 08-08-2016 17:30:23  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
West Bengal.

(This document is digitally signed.)