

26016

28 FEB 2018

No.....Rs.-100/- Date.....

Name:- S. R. Das
Advocate

Address:- Alipore Police Court, Kol-27
Alipore Collectorate, 24 Pgs. (S)

SUBHANKAR DAS
STAMP VENDOR

Alipore Police Court, Kol-27

Vendor.....

For SRIJAN REALTY (P) LIMITED

Director / Authorised Signatory

TR Kar kedia
VCN



15 MAR 2018

- SHVIKA BUILDMART PVT. LTD.
- SHVIKA NIKETAN PVT. LTD.
- BALADEVA INFRADECH PVT. LTD.
- BALADEVA INFRADEV PVT. LTD.
- ARROWLEAF ENCLAVE PVT. LTD.
- BALADEVA INFRACON PVT. LTD.
- BALADEVA COMPLEX PVT. LTD.
- AAMOD ENCLAVE PVT. LTD.
- AAMOD NIRMAN PVT. LTD.
- AAMOD GRIHA PVT. LTD.
- SHVIKA CONCRETE STRUCTURE PVT. LTD.
- BALADEVA STRUCTURE PVT. LTD.
- LAMIUM VILLA PVT. LTD.
- SHVIKA BUILDCON PVT. LTD.
- BALADEVA TOWNSHIP PVT. LTD.

TR Kar kedia
Director/Authorised Signatory

Saraj Kumar
Shri A. A. Das
Alipore Police Court

BETWEEN

- (1) **SHIVIKA BUILD MART PVT. LTD.**(PAN AASCS7673J) A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 (2)**SHIVIKA NIKETAN PVT LTD.**(PAN AASCS7692F) A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 (3) **BALADEVA INFRATECH PVT.LTD.**(PAN AAFCB3958A) A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 (4) **BALADEVA INFRADEV PVT. LTD.** (PAN AAFCB3966N) A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 (5) **ARROWLEAF ENCLAVE PVT. LTD.**(PAN AAKCA7537K) A Company registered under the Companies Act having its Regd. Office 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 (6) **BALADEVA INFRACON PVT. LTD.**(PAN AAFCB3967P) A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 (7) **BALADEVA COMPLEX PVT. LTD.** (PANAAFCB3959B) A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 (8) **AAMOD ENCLAVE PVT. LTD.**(PAN AAKCA8204F) A Company registered under the Companies Act having its Regd. Office at 10/1 Burtolla Sreet, P.S Posta, P.O.Burrabazar, Kolkata - 700107 (9) **AAMOD NIRMAN PVT. LTD.**(PAN AAKCA8182A) A Company registered under the Companies Act having its Regd. Office at 10/1 Burtolla Sreet, P.S Posta, P.O.Burrabazar, Kolkata - 700107 (10) **AAMOD GRIHA PVT. LTD.**(PAN AAKCA8187F) A Company registered under the Companies Act having its Regd. Office at 10/1 Burtolla Sreet, P.S Posta, P.O.Burrabazar, Kolkata - 700107 (11) **SHIVIKA CONCRETE STRUCTURE PVT LTD.**(PAN_AASCS 7684P) A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 (12) **BALADEVA STRUCTURE PVT LTD.** (PAN_AAFCB3962J) A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 (13) **LAMIUM**

AASHINYA NIWAS PVT. LTD.
SHIVIKA PROCON PVT. LTD.
SHIVIKA KUTIR PVT. LTD.
SHIVIKA HOUSING PVT. LTD.
SHIVIKA PROMOTERS PVT. LTD.
SHIVIKA PLAZA PVT. LTD.
SHIVIKA NIRMAN PVT. LTD.
SHIVIKA AWAS PVT. LTD.
BALADEVA APARTMENT PVT. LTD.
BALADEVA FOUNDATION PVT. LTD.
BALADEVA HOMES PVT. LTD.
SATYA LAXMI NIRMAN PVT. LTD.
SATYA LAXMI INFRAPROJECT PVT. LTD.
SATYA LAXMI INFRACON PVT. LTD.
FAST FLOW MARKETING PVT. LTD.
CONCORD BARTER PVT. LTD.
AROKYA INFRASTRUCTURE PVT. LTD.

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AROKYA REALTORS PVT. LTD.
CHAKRADEV CITYHOMES PVT. LTD.
CHAKRADEV INFRAPROJECTS PVT. LTD.
CHAKRADEV NIWAS PVT. LTD.
JANMBHUMI CONCLAVE PVT. LTD.
JANMBHUMI REALCON PVT. LTD.
VEENAVANI BUILDERS PVT. LTD.
SUBHMANI NIWAS PVT. LTD.
AADHIRA NIRMAN PVT. LTD.
AADHIRA REAL ESTATE PVT. LTD.
AADRIKA ENCLAVE PVT. LTD.
AAKAANKSHA COMPLEX PVT. LTD.
AAMOD CONSTRUCTION PVT. LTD.
NETTLE VILLA PVT. LTD.
PARSLEY NIRMAN PVT. LTD.

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SHIVIKA CITY HOMES PVT. LTD.
SHIVIKA BUILDERS PVT. LTD.
SHIVIKA REALTORS PVT. LTD.
JANBHUMI AWAS PVT. LTD.
JANBHUMI BUILDCON PVT. LTD.
AADRIKA NIWAS PVT. LTD.
SHIVIKA ENCLAVE PVT. LTD.
ANANTA DEALTRADE PVT. LTD.
MILFOIL RESIDENCY PVT. LTD.
MILFOIL NIWAS PVT. LTD.
AADRIKA AAVAS PVT. LTD.
AADRIKA COMPLEX PVT. LTD.
ROOPTARA REAL ESTATES PVT. LTD.
VEENAVANI AAVAS PVT. LTD.
VEENAVANI APARTMENT PVT. LTD.
VEENAVANI COMPLEX PVT. LTD.
EVERBLINK ENCLAVE PVT. LTD.

Office of the Dist. Sub-Registrar, U.P.
Aligarh, U.P.
13 MAR 2018

13 MAR 2018

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Director/Authorised Signatory

Sanjay Kumar

VILLA PVT. LTD.(PAN AACCL3041M) A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 (14) **SHIVIKA BUILDCON PVT LTD**(PAN AASC57675Q) A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 represented by (15) **BALADEVA TOWNSHIP PVT. LTD** (PAN_AAFCB3961M) A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 (16) **AROKYA REALTORS PVT. LTD** (PAN AALCA7085K) A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 (17) **CHAKRADEV CITY HOMES PVT. LTD.**(PAN_AAFCC2906F) A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 (18) **CHAKRADEV INFRA PROJECTS PVT. LTD.** (PAN AAFCC2908M) A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 (19) **CHAKRADEV NIWAS PVT LTD.**(PANAAFCC2904H) A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 (20) **JANMBHUMI CONCLAVE PVT. LTD.**(PAN AADCJ 1141R) A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 (21) **JANMBHUMI REALCON PVT. LTD.**(PAN AADCJ1137H) A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 (22) **VEENAVANI BUILDERS PVT. LTD.**(PAN AAECV7908F) A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 (23) **SUBHMANI NIWAS PVT. LTD.**(PAN AATCS6190D) A Company registered under the Companies Act having its Regd. Office at 4B, Chaitan Sett Street, P.S Posta, P.O.Barrabazar, Kolkata - 700007 (24) **AADHIRA NIRMAN PRIVATE LIMITED** (PAN AAKCA8178J), A Company registered under the Companies Act having its Regd. Office at 10/1 Burtolla Sreet, P.S Posta, P.O.Burrabazar, Kolkata - 700107 (25) **AADHIRA REAL ESTATE**

ZONY RESIDENCY PVT. LTD.
ROSEBAY HOUSING PVT. LTD.
SALVIA NIWAS PVT. LTD.
SEDUM NIRMAN PVT. LTD.
SNOW BALL VILLA PVT. LTD.
THYME HOME PVT. LTD.
VERAINE AASHIANA PVT. LTD.
YERROW HOUSING PVT. LTD.
ABHIPRITHI BUILDERS PVT. LTD.
ABHIPRITHI ENCLAVE PVT. LTD.
ABHIPRITHI GRIHA PVT. LTD.
ABHIPRITHI INFRACON PVT. LTD.
ABHIPRITHI NIRMAN PVT. LTD.
ABHIPRITHI VILLA PVT. LTD.
BALADEVA VILLA PVT. LTD.

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BALADEVA INFRASTRUCTURE PVT. LTD.
SHIVIKA CONCRETE FOUNDATIONS PVT. LTD.
SHIVIKA REAL ESTATE PVT. LTD.
AADRIKA GRIHA PVT. LTD.
AADRIKA NIRMAN PVT. LTD.
AKAANKSHA AAVAS PVT. LTD.
AKAANKSHA ENCLAVE PVT. LTD.
AKAANKSHA GRIHA PVT. LTD.
AKAANKSHA REAL ESTATE PVT. LTD.
AASHINYA AAVAS PVT. LTD.
AASHINYA BUILDERS PVT. LTD.
AASHINYA COMPLEX PVT. LTD.
AASHINYA DEVELOPERS PVT. LTD.
AASHINYA ENCLAVE PVT. LTD.
AASHINYA NIRMAN PVT. LTD.

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Azalea Aavas Pvt. Ltd.
Azalea Developers Pvt. Ltd.
Avighna Nirman Pvt. Ltd.
Allium Enclave Pvt. Ltd.
Angelica Complex Pvt. Ltd.
Angelica Construction Pvt. Ltd.
Arrowleaf Complex Pvt. Ltd.
Arrowleaf Niwas Pvt. Ltd.

Subhrajit S. Sankar

Authorised Signatory

District Sub-Registrar
Bangalore
15 MAY 2019

15 MAY 2019

Saroj Kumar Rao

PRIVATE LIMITED (PANAAKCA8200B) A Company registered under the Companies Act having its Regd. Office at 10/1 Burtolla Sreet, P.S Posta, P.O.Burrabazar, Kolkata - 700107 (26) **AADRIKA ENCLAVE PRIVATE LIMITED (PANAAKCA8207G)** A Company registered under the Companies Act having its Regd. Office at 10/1 Burtolla Sreet, P.S Posta, P.O.Burrabazar, Kolkata - 700107 (27) **AAKAANKSHA COMPLEX PRIVATE LIMITED (PAN AAKCA8208K)** A Company registered under the Companies Act having its Regd. Office at 10/1 Burtolla Sreet, P.S Posta, P.O.Burrabazar, Kolkata - 700107 (28) **AAMOD CONSTRUCTION PRIVATE LIMITED (PAN AAKCA8206H)** A Company registered under the Companies Act having its Regd. Office at 10/1 Burtolla Sreet, P.S Posta, P.O.Burrabazar, Kolkata - 700107 (29) **NETTLE VILLA PVT. LTD. (PAN AAECN0598B)**, A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 (30) **PARSLEY NIRMAN PRIVATE LIMITED (PAN AAGCP7124D)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 (31) **PEONY RESIDENCY PRIVATE LIMITED (PAN AAGCP 7125C)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 (32) **ROSEBAY HOUSING PRIVATE LIMITED (PAN AAGCR0033D)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 (33) **SALVIA NIWAS PRIVATE LIMITED (PAN AARCS7764B)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019, (34) **SEDUM NIRMAN PRIVATE LIMITED (PAN AARCS7764B)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 (35) **SNOWBALL VILLA PRIVATE LIMITED (PAN AARCS7765A)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 (36) **THYME HOME PRIVATE LIMITED (PAN AAECT3204A)**, A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 (37) **VERAINE AASHIANA PRIVATE LIMITED**

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Laurel Nirman Pvt. Ltd.
Milfoil Aashiana Pvt. Ltd.
Anulekha Complex Pvt. Ltd.
Anulekha Developers Pvt. Ltd.
Anulekha Nirman Pvt. Ltd.
Anulekha Real Estate Pvt. Ltd.

Subrat K. Saha

Authorised Signatory

Mainak Niwas Pvt. Ltd.
Arokya Enclave Pvt. Ltd.
Arokya Nirman Pvt. Ltd.
Chakradev Realestate Pvt. Ltd.
Avighna Complex Pvt. Ltd.
Avaneesh Real Estate Pvt. Ltd.
Avaneesh Villa Pvt. Ltd.
Avighna Enclave Pvt. Ltd.

Subrat K. Saha

Authorised Signatory

Azalea Enclave Pvt. Ltd.
Aadhira Enclave Pvt. Ltd.
Allium Construction Pvt. Ltd.
Shivika Properties Pvt. Ltd.
Columbine Griha Pvt. Ltd.
Arrowleaf Villa Pvt. Ltd.
Currant Griha Pvt. Ltd.
Mainak Awas Pvt. Ltd.

Subrat K. Saha

Authorised Signatory

Aamod Niwas Pvt. Ltd.
Aamod Villa Pvt. Ltd.
Anulekha Builders Pvt. Ltd.
Avaneesh Nirman Pvt. Ltd.
Avaneesh Aavas Pvt. Ltd.
Avaneesh Complex Pvt. Ltd.
Avaneesh Enclave Pvt. Ltd.
Avaneesh Griha Pvt. Ltd.

Subrat K. Saha

Authorised Signatory



District Sub-Registrar IV
Registration 7(1) of
Registration Act, 1908
Alibori, S.O. 247/Bangas
15 MAR 2018

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For SRIJAN REALTY (P) LIMITED

Ran Nainargan

Director / Authorised Signatory

Sanjay Kumar Ran

(PAN AAECV1173C), A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 **(38) YERROW HOUSING PRIVATE LIMITED** (PAN AAACY5575F) A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 **(39) ABHIPRITHI BUILDERS PRIVATE LIMITED** (PAN AAKCA8195K) A Company registered under the Companies Act having its Regd. Office at 53, Suburban School Road, P.S Kalighat, P.O.Bhowanipore, Kolkata - 700025 **(40) ABHIPRITHI ENCLAVE PRIVATE LIMITED** (PAN AAKCA8175F) A Company registered under the Companies Act having its Regd. Office at 53, Suburban School Road, P.S Kalighat, P.O.Bhowanipore, Kolkata - 700025 **(41) ABHIPRITHI GRIHA PRIVATE LIMITED** (PAN AAKCA8173D) A Company registered under the Companies Act having its Regd. Office at 53, Suburban School Road, P.S Kalighat, P.O.Bhowanipore, Kolkata - 700025 **(42) ABHIPRITHI INFRACON PRIVATE LIMITED** (PAN AAKCA8174E) A Company registered under the Companies Act having its Regd. Office at 53, Suburban School Road, P.S Kalighat, P.O.Bhowanipore, Kolkata - 700025 **(43) ABHIPRITHI NIRMAN PRIVATE LIMITED** (PAN AAKCA8198E), A Company registered under the Companies Act having its Regd. Office at 53, Suburban School Road, P.S Kalighat, P.O.Bhowanipore, Kolkata - 700025 **(44) ABHIPRITHI VILLA PRIVATE LIMITED** (PAN AAKCA8169R), A Company registered under the Companies Act having its Regd. Office at 53, Suburban School Road, P.S Kalighat, P.O.Bhowanipore, Kolkata - 700025 **(45) BALADEVA VILLA PRIVATE LIMITED** (PAN AAFCB3960L) A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 **(46) BALADEVA INFRASTRUCTURE PRIVATE LIMITED** (PAN AAFCB3963K), A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 **(47) SHIVIKA CONCRETE FOUNDATIONS PRIVATE LIMITED** (PAN AASCS7687Q) A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 **(48) SHIVIKA REAL ESTATE PRIVATE LIMITED** (PAN AASCS7674R) A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge,



District Sub-Registry Office
Registry Office of
Registration District
Alipore, South 24 Parganas
15 MAR 2018

P.O.Ballygunge, Kolkata - 700019 (49) **AADRIKA GRIHA PRIVATE LIMITED** (PAN AAKCA8085E) A Company registered under the Companies Act having its Regd. Office at 53, Suburban School Road, P.S Kalighat, P.O.Bhowanipore, Kolkata - 700025 (50) **AADRIKA NIRMAN PRIVATE LIMITED** (PAN AAKCA8192Q) A Company registered under the Companies Act having its Regd. Office at 53, Suburban School Road, P.S Kalighat, P.O.Bhowanipore, Kolkata - 700025 (51) **AAKAANKSHA AAVAS PRIVATE LIMITED** (PAN AAKCA8117B) A Company registered under the Companies Act having its Regd. Office at 53, Suburban School Road, P.S Kalighat, P.O.Bhowanipore, Kolkata - 700025 (52) **AAKAANKSHA ENCLAVE PRIVATE LIMITED** (PAN AAKCA8170A) A Company registered under the Companies Act having its Regd. Office at 53, Suburban School Road, P.S Kalighat, P.O.Bhowanipore, Kolkata - 700025 (53) **AAKAANKSHA GRIHA PRIVATE LIMITED** (PAN AAKCA8077E) A Company registered under the Companies Act having its Regd. Office at 53, Suburban School Road, P.S Kalighat, P.O.Bhowanipore, Kolkata - 700025 (54) **AAKAANKSHA REAL ESTATE PRIVATE LIMITED** (PAN AAKCA8193R) A Company registered under the Companies Act having its Regd. Office at 53, Suburban School Road, P.S Kalighat, P.O.Bhowanipore, Kolkata - 700025 (55) **AASHINYA AAVAS PRIVATE LIMITED** (PAN AAKCA8087G) A Company registered under the Companies Act having its Regd. Office at 53, Suburban School Road, P.S Kalighat, P.O.Bhowanipore, Kolkata - 700025 (56) **AASHINYA BUILDERS PRIVATE LIMITED** (PAN AAKCA8084F) A Company registered under the Companies Act having its Regd. Office at 53, Suburban School Road, P.S Kalighat, P.O.Bhowanipore, Kolkata - 700025 (57) **AASHINYA COMPLEX PRIVATE LIMITED** (PAN AAKCA8171B) A Company registered under the Companies Act having its Regd. Office at 53, Suburban School Road, P.S Kalighat, P.O.Bhowanipore, Kolkata - 700025 (58) **AASHINYA DEVELOPERS PRIVATE LIMITED** (PAN AAKCA8079L) A Company registered under the Companies Act having its Regd. Office at 53, Suburban School Road, P.S Kalighat, P.O.Bhowanipore, Kolkata - 700025 (59) **AASHINYA ENCLAVE PRIVATE LIMITED** (PAN AAKCA8172C) A Company registered under the Companies Act having its Regd. Office at 53, Suburban School Road, P.S Kalighat, P.O.Bhowanipore, Kolkata - 700025 (60) **AASHINYA NIRMAN PVT. LTD.**(PANAAKCA8196L) A Company registered under the



District sub-Registrar
Registrar (Dist) of
Registration, Alipore
Alipore, South, West Bengal
15 MAR 2018

Companies Act having its Regd. Office at 53, Suburban School Road, P.S Kalighat, P.O.Bhowanipore, Kolkata - 700025 **(61) AASHINYA NIWAS PVT. LTD.(PAN AAKCA8078M)**, A Company registered under the Companies Act having its Regd. Office at 53, Suburban School Road, P.S Kalighat, P.O.Bhowanipore, Kolkata - 700025 **(62) SHIVIKA PROCON PRIVATE LIMITED (PAN AASCS7683L)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 **(63) SHIVIKA KUTIR PRIVATE LIMITED (PAN AASCS7681J)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 **(64) SHIVIKA HOUSING PRIVATE LIMITED (PAN AASCS7738J)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 **(65) SHIVIKA PROMOTERS PRIVATE LIMITED (PAN AASCS7690H)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 **(66) SHIVIKA PLAZA PRIVATE LIMITED (PAN AASCS7676P)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 **(67) SHIVIKA NIRMAN PRIVATE LIMITED (PAN AASCS7677N)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 **(68) SHIVIKA AWAS PRIVATE LIMITED (PAN AASCS7689A)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 **(69) BALADEVA APARTMENT PRIVATE LIMITED (PANAAF3964Q)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 **(70) BALADEVA FOUNDATION PVT. LTD.(PAN AAF3965R)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 **(71) BALADEVA HOMES PVT. LTD.(PANAAF3973R)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 **(72) SATYALAXMI NIRMAN PRIVATE LIMITED (PAN AASCS7679C)** A Company registered under the



District Sub-Registrar-IV
Registrar U/S 72 of
Registration Act, 1908
Aligarh, South, U.P.
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Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 **(73) SATYALAXMI INFRAPROJECT PRIVATE LIMITED**(PAN AASCS7672K) A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 **(74) SATYALAXMI INFRACON PRIVATE LIMITED**(PAN AASCS7680K), A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 **(75) CONCORD BARTER PRIVATE LIMITED**(PAN NO.AACCC8548G A Company registered under the Companies Act having its Regd. Office at 50, Suburban School Row, P.S Bhowanipore, P.O Bhowanipore,Kolkata - 700025, **(76) FAST FLOW MARKETINGS PRIVATE LIMITED** (PAN AAACF9940M A Company registered under the Companies Act having its Regd. Office at 50, Suburban School Row, P.S Bhowanipore, P.O Bhowanipore,Kolkata - 700025, **(77) AROKYA INFRASTRUCTURE PRIVATE LIMITED** (PAN AALCA7081P), A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 **(78) SHIVIKA CITY HOMES PRIVATE LIMITED** (PAN AASCS7688B), A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019, **(79) SHIVIKA BUILDERS PRIVATE LIMITED** (PAN AASCS7691G) A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 **(80) SHIVIKA REALTORS PRIVATE LIMITED** (PAN AASCS7686R) A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 **(81) JANMBHUMI AWAS PRIVATE LIMITED** (PAN AADCJ1140Q) A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 **(82) JANMBHUMI BUILDCON PRIVATE LIMITED** (PAN AADCJ1139K), A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 **(83) AADRIKA NIWAS PRIVATE LIMITED** (PAN AAKCA8201A), A Company registered under the Companies Act having its Regd. Office at 10/1 Burtolla Sreet, P.S Posta, P.O.Burrabazar, Kolkata - 700107 **(84) SHIVIKA ENCLAVE**



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PRIVATE LIMITED (PAN AASCS7693E) A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 **(85) ANANTA DEALTRADE PRIVATE LIMITED (PAN AAJCA5087F)** A Company registered under the Companies Act having its Regd. Office at 50, Suburban School Road. P.S Kalighat, P.O.Bhowanipore, Kolkata - 700025, **(86) MILFOIL RESIDENCY PRIVATE LIMITED (PAN AAICM0497J)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 **(87) MILFOIL NIWAS PRIVATE LIMITED (PAN AAICM0933H)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 **(88) AADRIKA AAVAS PRIVATE LIMITED (PAN AAKCA8086H)** A Company registered under the Companies Act having its Regd. Office at 53, Suburban School Road, P.S Kalighat, P.O.Bhowanipore, Kolkata - 700025 **(89) AADRIKA COMPLEX PRIVATE LIMITED (PAN AAKCA8082D)** A Company registered under the Companies Act having its Regd. Office at 53, Suburban School Road, P.S Kalighat, P.O.Bhowanipore, Kolkata - 700025 **(90) ROOPTARA REAL ESTATES PVT. LTD.(PANAAHCR3521P))** A Company registered under the Companies Act having its Regd. Office at 50. Suhasini Ganguli Sarani, P.S Kalighat, P.O.Bhowanipore, Kolkata - 700025 **(91) VEENAVANI AAWAS PVT. LTD. (PAN AAECV7909N)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 **(92) VEENAVANI APARTMENT PVT. LTD.(PAN AAECV 7905J)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 **(93) VEENAVANI COMPLEX PVT. LTD.(PAN AAECV7904K)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, P.S Ballygunge, P.O.Ballygunge, Kolkata - 700019 **(94) EVERBLINK ENCLAVE PVT LTD (PAN AAECE0385R),** A Company registered under the Companies Act, having its Regd. Office at 50, Sub-Urban School Road, P.S. Kalighat, P.O Bhowanipur, Kolkata-700025, **(95) AROKYA BUILDERS PVT LTD (PAN AALCA7086L)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr, Shayamadas Row, P.O. Ballygunge Police Station- Ballygunge, Kolkata- 700019,



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(96) **VEENAVANI AWAS PVT LTD (PAN AAECV7909N)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr, Shyamadas Row, Kolkata-700019, P.O. Ballygunge, Police-Station-Ballygunge hereinafter collectively referred to as the **KEDIA GROUP/ ASTER GROUP COMPANIES** represented by **Mr. Ram Kumar Kedia** (PAN AFCK8373B), son of Late Nagarmal Kedia residing at 50, Sub-Urban School Road, P.S. Kalighat, P.O Bhowanipur, Kolkata- 700025, as Authorised Signatory

AND

(97) AAMOD NIWAS PVT LTD (PAN AAKCA8183B) A Company registered under the Companies Act having its Regd. Office at 10/1, Burtolla Street, Kolkata- 700007, P.O. Burrabazar, Police Station Posta, (98) **AAMOD VILLA PVT LTD (PAN AAKCA8203C)** A Company registered under the Companies Act having its Regd. Office at 10/1, Burtolla Street, Kolkata- 700007, P.O. Burrabazar, Police Station- Posta. (99) **ANULEKHA BUILDERS PVT LTD (PAN AAKCA8202D)** A Company registered under the Companies Act having its Regd. Office at 10/1, Burtolla Street, Kolkata- 700007, P.O. Burrabazar, Police Station- Posta, (100) **AVANEESH NIRMAN PVT LTD. (PAN AAKCA8188L)**, A Company registered under the Companies Act having its Regd. Office at 10/1, Burtolla Street, P.O. Burrabazar, Police station- Posta, Kolkata- 700007, (101) **AVANEESH AAVAS PVT LTD. (PAN AAKCA8185H)** A Company registered under the Companies Act having its Regd. Office at 10/1, Burtolla Street, P.O. Burrabazar, Police Station- Posta, Kolkata- 700007 (102) **AVANEESH COMPLEX PVT LTD. (PAN AAKCA8205E)** A Company registered under the Companies Act having its Regd. Office at 10/1, Burtola Street, P.O. Burrabazar, Police Station- Posta, Kolkata- 700007, (103) **AVANEESH ENCLAVE PVT LTD. (PAN AAKCA8209J)** A Company registered under the Companies Act having its Regd. Office at 10/1, Burtolla Street, Kolkata-700007, P.O. Burrabazar, Police Station- Posta, (104) **AVANEESH GRIHA PVT LTD. (PAN AAKCA8181D)** A Company registered under the Companies Act having its Regd. Office at 10/1, Burtolla Street, Kolkata- 700007, P.O.



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Burrabazar, Police Station- Posta. (105) **AVANEESH REAL ESTATE PVT LTD. (PAN AAKCA8180C)** A Company registered under the Companies Act having its Regd. Office at 10/1, Burtolla Street, Kolkata- 700007, P.O. Burrabazar, Police Station- Posta (106) **AVANEESH VILLA PVT LTD. (PAN AAKCA8184G)** A Company registered under the Companies Act having its Regd. Office at 10/1, Burtolla Street, Kolkata- 700007, P.O. Burrabazar, Police Station- Posta, (107) **AVIGHNA COMPLEX PVT LTD (PAN AAKCA8189M)** A Company registered under the Companies Act having its Regd. Office at 10/1, Burtolla Street, Kolkata- 700007, Police Station- Posta, (108) **AVIGHNA ENCLAVE PVT LTD (PAN AAKCA8186E)** A Company registered under the Companies Act having its Regd. Office at 10/1, Burtolla Street, Kolkata- 700007, Police Station- Posta, (109) **AZALEA AAVAS PVT LTD (PAN AAKCA8199F)** A Company registered under the Companies Act having its Regd. Office at 10/1, Burtolla Street, Kolkata- 700007, Police Station- Posta (110) **AZALEA DEVELOPERS PVT LTD (PAN AAKCA8177H)** A Company registered under the Companies Act having its Regd. Office at 10/1, Burtolla Street, Kolkata- 700007, Police Station- Posta, (111) **AVIGHNA NIRMAN PVT LTD (PAN AAKCA8179K)** A Company registered under the Companies Act having its Regd. Office at P.O. Burrabazar, 10/1, Burtolla Street, Kolkata- 700007, Police Station- Posta, (112) **ALLIUM ENCLAVE PVT LTD (PAN AAKCA7534L)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, Kolkata- 700019, P.O. Ballygunge, Police Station- Ballygunge , (113) **ANGELICA COMPLEX PVT LTD (PAN AAKCA7535M)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, Kolkata- 700019, P.O. Ballygunge, Police Station-Ballygunge, (114) **ANGELICA CONSTRUCTION PVT LTD (PAN AAKCA7540A)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr. Shyamadas Row, Kolkata-700019,P.O. Ballygunge , Police-Station-Ballygunge,(115) **ARROWLEAF COMPLEX PVT LTD (PAN AAKCA7533P)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr, Shyamadas Row, Kolkata-700019,P.O.Ballygunge,Police-Station-Ballygunge, (116) **ARROWLEAF NIWAS PVT LTD (PAN AAKCA7539H)** A Company registered under the



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Companies Act having its Regd. Office at 2B, Dr, Shyamadas Row, Kolkata-700019, P.O. Ballygunge, Police-Station-Ballygunge (117) **COLUMBINE GRIHA PRIVATE LIMITED (PAN AAECC9403E)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr, Shyamadas Row, Kolkata-700019, P.O. Ballygunge, Police Station- Ballygunge, (118) **ARROWLEAF VILLA PRIVATE LIMITED (PAN AAKCA7538G)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr, Shyamadas Row, Kolkata-700019, P.O. Ballygunge, Police Station- Ballygunge (119) **LAUREL NIRMAN PRIVATE LIMITED (PAN AACCL3040L)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr, Shyamadas Row, P.O. Ballygunge, Police Station-Ballygunge, Kolkata- 700019 (120) **MILFOIL AASHIANA PRIVATE LIMITED (PAN AAICM0496K)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr, Shyamadas Row, P.O. Ballygunge, Police Station- Ballygunge, Kolkata- 700019 (121) **AROKYA NIRMAN PVT LTD (PANAALCA7084J)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr, Shyamadas Row, P.O. Ballygunge, Police Station- Ballygunge, Kolkata- 700019, (122) **CHAKRADEV REAL ESTATE PRIVATE LIMITED (PAN AAFCC2907E)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr, Shyamadas Row, P.O. Ballygunge, Police Station- Ballygunge, Kolkata- 700019 (123) **AROKYA ENCLAVE PRIVATE LIMITED (PAN AALCA7088E)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr, Shyamadas Row, P.O. Ballygunge, Police Station- Ballygunge, Kolkata- 700019, (124) **MAINAK NIWAS PVT LTD (PAN AAICM6485A)** A Company registered under the Companies Act having its Regd. Office at 2B, Dr, Shyamadas Row, P.O. Ballygunge, Police Station- Ballygunge, Kolkata- 700019, (125) **MAINAK AWAS PVT LTD (PAN AAICM6478R)**, A Company registered under the Companies Act having its Regd. Office at 2B, Dr, Shyamadas Row, P.O. Ballygunge Police Station- Ballygunge, Kolkata- 700019, (126) **ANULEKHA COMPLEX PVT LTD (PAN AAKCA8197M)** A Company registered under the Companies Act having its Regd. Office at 53, Suburban School Row, P.O. Bhowanipore, Police Station- Kalighat, Kolkata- 700025, (127) **ANULEKHA DEVELOPERS PVT LTD (PAN**



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AAKCA8083C) A Company registered under the Companies Act having its Regd. Office at 53, Suburban School Road, P.O. Bhowanipore Police Station- Kalighat, Kolkata- 700025 (128) **ANULEKHA NIRMAN PVT LTD (PAN**

AAKCA8210D) A Company registered under the Companies Act having its Regd. Office at 53, Suburban School Road, P.O. Bhowanipore, Police Station- Kalighat, Kolkata- 700025 (129) **ANULEKHA REAL ESTATE PVT LTD (PAN**

AAKCA8194J) A Company registered under the Companies Act having its Regd. Office at 53, Suburban School Road, P.O. Bhowanipore Police Station- Kalighat, Kolkata- 700025 (130) **AADHIRA ENCLAVE PVT LTD (PAN**

AAKCA7536J) A Company registered under the Companies Act having its Regd. Office at 2B, Dr, Shyamadas Row, Kolkata-700019, P.O. Ballygunge, Police-Station-Ballygunge, (131) **ALLIUM CONSTRUCTION PVT LTD (PAN**

AAKCA8178G) A Company registered under the Companies Act having its Regd. Office at 2B, Dr, Shyamadas Row, Kolkata- 700019, P.O. Ballygunge Police Station- Ballygunge, (132) **AZALEA ENCLAVE PVT LTD (PAN**

AAKCA8190N) A Company registered under the Companies Act having its Regd. Office at 10/1, Burtolla Street, Kolkata- 700007, P.O. Burrabazar , Police Station- Posta, (133) **SHIVIKA PROPERTIES PVT LTD (PAN**

AASCS7685N) A Company registered under the Companies Act having its Regd. Office at 2B, Dr, Shyamadas Row, Kolkata- 700019, P.O. Ballygunge , Police Station- Ballygunge (134) **CURRENT GRIHA PVT LTD (PAN AAEC9125H)**

A Company registered under the Companies Act having its Regd. Office at 2B, Dr, Shyamadas Row, Kolkata- 700019, P.O. Ballygunge , Police Station- Ballygunge hereinafter collectively referred to as the **SANDHU GROUP COMPANIES** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include each of their successors and/or successors-in-interest and assigns) represented by their authorised Signatory Mr. Inderpal Singh Sandhu (PAN AIEPS3393N), son of Late Sarup Singh Sandhu residing at 12/3A, Hungerford Street, Orbit Enclave, P.O. Park Street, P.S. Shakespeare Sarani, Kolkata- 700017

The Kedia Group Companies and the Sandhu Group Companies shall be jointly referred to as the OWNERS of the ONE PART



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AND

SRIJAN REALTY PRIVATE LIMITED (PAN : AAHCS6112K), a company within the meaning of the Companies Act, 1956 as extended by the Companies Act 2013 having its registered office at 36/1A, Elgin Road, Lala Lajpat Rai Sarani, Kolkata- 700020 represented by Sri Ram Naresh Agarwal, (PAN ACYPA1903G) son of Late N.K.Agarwal, Director, residing at 135G, S.P.Mukherjee Road, Kolkata- 700026, Post Office & Police Station-Tollygunge hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include successor and/or successors-in-interest 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 whose details of title documents are set out in the **SEVENTH SCHEDULE** hereunder written are presently seized and possessed of or otherwise well and sufficiently entitled to All Those the several pieces and parcel of land in aggregate containing an area **1172.017 Decimal** equivalent to **710.313 Cottahs** be the same a little more or less situate lying at and comprised in various R. S. and L. R. Dags of Mouza Raghampur & Dhamaitala, J. L. No. 74 & J.L. No. 75, Touzi No. 119, A.D.S.R Sonarpur, Police Station Sonarpur, under Poleghat Gram Panchayat in the District of South 24 Parganas. The aggregate land being 844.017 Decimal owned by the Kedia Group Companies is more fully and particularly described in Part - I of the **First Schedule** hereunder written and shown in the map or plan annexed hereto and bordered thereon in **RED** lines and the aggregate land being 328 Decimal owned by the Sandhu Group Companies is more fully and particularly described in Part - II of the **First Schedule** and shown in the map or plan annexed hereto and bordered thereon in **GREEN** lines (hereinafter collectively referred to as the **Said Land**).



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- B. The Kedia Group/ Aster Group have also entered into Agreements for purchase of further plots of land measuring about **59.982 Decimals equivalent to 36.353 Cottahs** which are in close proximity of the Said Land and which the owners also intend to put in as part of development envisaged hereby. The said further plots of land agreed to be purchased by the Kedia Group/ Aster Group are more fully and particularly described in **Part - IIIA** of the **First Schedule** hereunder written.
- C. The **Said Land** and the **said Additional Land** are collectively referred to as the Said Project Land more fully and particularly described in **Part - IV** of the **First Schedule**.
- D. The Parties herein have negotiated the mutual terms pertaining to the development and based on the assurances and representations of the Developer regarding its expertise and competence to undertake the development and also timely commission and completion of the Project the developer being prima fascia satisfied about the title of the project land and based on the representations of the Owners regarding title to the project land, the Owners have agreed to grant Development Rights (*as defined hereinafter*) to the Developer, by and under this Agreement and the Developer has agreed to accept the same and the Parties are entering into this Agreement to record their mutually agreed term, conditions, covenants and understanding for such development of the Land and the Project by the Developer.
- E. The parties have mutually agreed and framed a Scheme for development of the said Project Land as follows:-
- a) The Owners shall do or cause to be done all lawfully and reasonably required deeds and things at their costs and expenses to satisfy the Developer as to the



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- b) The Owners will primarily be responsible towards the costs to be incurred in order to get the said Land and the Additional land after its purchase duly mutated in their name(s) through the good offices of the Developer both in the Land Reforms Record of Rights and also in the record of the Panchayat for which the Developer shall take all necessary steps.
- c) The Owners shall be responsible for the costs of getting the said Project Land converted to 'Bastu' in the records of the BL&LRO and also in the record of the Municipality/Panchayat and the Developer shall take all necessary steps in this regard.
- d) Although the Developer has prima facie satisfied itself about the title of the Owners to the Said Land, the Owners shall continue to remain responsible to make out a marketable title, free from all encumbrances at their own costs and expenses and hand over vacant and peaceful possession of the said Land immediately after execution of this Agreement and also the Additional Land after its purchase, for the purpose of development unto the Developer and shall answer all requisitions that may be made either by the Developer or their Advocates.
- e) Kedia Group Companies shall erect boundary wall after filling the land upto the road level at its cost and expenses, to be an estimated cost for such work is of Rs.31 lacs.
- f) The Kedia Group Companies shall be responsible for acquiring 23 Decimal Land equivalent to 14 Cottah in R.S. Dag No. 221, L.R. Dag No. 239 in Mouza-Raghabpur (J.L. No. 74) which is morefully and particularly mentioned in Part-IV.



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f) The Kedia Group Companies shall be responsible for acquiring 23 Decimal Land equivalent to 14 Cottah in R.S. Dag No. 221, L.R. Dag No. 239 in Mouza-Raghabpur (J.L. No. 74) which is morefully and particularly mentioned in Part-IV of First Schedule by way of Long Term Settlement from the Government of West Bengal at their cost and expenses.

g) The Owners shall also be responsible for any litigation related to the title of the Owners in respect of their respective ownership in the said Project Land and shall bear all costs associated in that respect.

h) The project land would be developed by the Developer at its own costs and expenses and the developer shall be solely liable to do all acts deeds and things relating to planning of the project, preparation of the Building plans and obtaining all permissions from the competent authorities and clearances and no objection certificates for construction and marketing of the project and construction of the building complex project and making the same fit for construction, habitation and marketing and providing insurance during the entire period of construction and warranty and defect liability for at least one year from the date of receipt of the statutory completion certificate for the respective block(s) and the Owners shall be kept fully saved harmless and indemnified in respect thereof by the Developer.

i) The Developer shall always remain liable and responsible to comply with its obligations and/or commitments towards the Owners under this agreement, notwithstanding whatever method of development it may adopt in future.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this agreement and other good and valuable consideration the receipt and adequacy of which are hereby mutually acknowledged, the parties with the intent to be legally bound by the terms and conditions set forth hereinbefore and hereinafter, This Agreement Witnesseth that it is hereby agreed by between and amongst the parties as follows:



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1. **DEFINITIONS:**

Unless in this agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings:-

AFFILIATE shall mean with respect to any person other than the Developer named hereinabove, directly or indirectly controlling, controlled by, or under direct or indirect common control with, such person;

AGREEMENT shall mean this Agreement along with all annexure and schedules attached hereto and all instruments supplemental to or in amendment or furtherance or confirmation of this Agreement, entered into in writing, in accordance with its terms, including the power of attorney;

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 in India, whether in effect on the date of this Agreement or thereafter;

ARCHITECT - shall mean M/S Raj Agarwal & Associates having its office at 8B, Royd Street, Kolkata as the Architect for the Complex.

ASSOCIATION - shall mean any company incorporated under the Companies Act, 2013 or any Association or any Syndicate or a Committee or registered Society as may be formed by the Developer in consultation with the Owners for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary not inconsistent with the provisions and covenants herein contained.



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CAR PARKING SPACE - shall mean all the spaces in the portions at the ground floor level, whether open or covered, of the Complex expressed or intended to be reserved for parking of motor cars/scooters subject to compliance of the sanctioned building plans.

COMMON AREAS, FACILITIES AND AMENITIES - shall mean and include subject always to the sanctioned building plan or plans or any revision(s) or modification(s) thereof, the corridors, hallways, internal and external passages, passage-ways, pump house, overhead water tank, water pump and motor, drive-ways, common lavatories, Generator, transformer, Effluent Treatment Plant, Fire Fighting systems, rain water harvesting areas and other facilities in the Complex, which may be decided by the Developer in its absolute discretion and provided by the Developer, and required for establishment. location, enjoyment, provisions, maintenance and/or management of the Complex Provided That the Developer shall be liable to provide the minimum areas, installations and facilities as are included in the **SECOND SCHEDULE** hereunder written.

COMMON EXPENSES - shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose including those mentioned in the **THIRD SCHEDULE** hereunder written which shall arise after obtaining Completion Certificate and to be contributed, borne, paid and shared by the transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge.

COMMON PURPOSES - shall mean and include the purpose of managing, maintaining and up keeping the Complex as a whole in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the transferees and/or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.



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* **COMPLETION NOTICE** - shall mean the possession notice as defined hereinafter.

COMPLEX - shall mean the residential building Complex with open areas and Row Houses/Villas to be constructed, erected and completed by the Developer in accordance with the Plan over or within the project land. However complex may have certain commercial area also.

DEPOSITS / EXTRA CHARGES / TAXES- shall mean the amounts specified in the **FOURTH SCHEDULE** hereunder to be deposited/paid by transferees of the units to the Developer and also payable by the Owners and Developer for unsold portions of their allocations.

DEVELOPER'S ADVOCATES - shall mean **R. N. Ghosh & Associates**, Advocates & Solicitors, 10, Old Post Office Street, Kolkata - 700 001.

DEVELOPER'S ALLOCATION - shall mean 70% (Seventy percent) of the total realization of aggregate amount of sale proceeds from sale of constructed and/or Saleable areas of the Complex to comprise in various units, and/or constructed spaces of the buildings, Row Houses/Villas to be constructed on the said Project Land **TOGETHER WITH** the share in the same proportion in car parking spaces (open and covered), more fully and particularly described in Part - I of the **Fifth Schedule** hereunder written **TOGETHER WITH** the undivided proportionate impartible part or share in the said Project Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space more particularly described in the **Second Schedule**.

DEVELOPMENT RIGHTS shall include (but not be limited to), *inter alia*, the right, power, entitlement, authority, sanction and permission to:

- (i) Accept possession and thereupon to enter upon and retain possession of the project land in accordance with this agreement for the purpose of development and construction of the project and to remain in such possession until the completion of the project;
- (ii) to demolish the existing structures on the project land;



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- (iii) to put up a sign board at the Project site with brief description of the impending Project to be developed with the Developer's and the Owner's names and/or logos inscribed therein.
- (iv) appoint, employ or engage architect, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the planning, design, development and construction of the project;
- (v) to carry out planning, design, all the infrastructure and related work/ constructions for the project, including leveling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations, landscaping and all other common areas and facilities for the total built up area to be constructed on the project land as may be required by any approvals, layout plan, or order of any governmental authority; and to set up site offices, marketing offices and construct sample homes/ apartments/ units;
- (vi) to launch the project for booking and receive advances in respect of proposed sale of units in the project from the intending purchasers and to exercise full, exclusive and irrevocable marketing and sale rights in respect of the units and related undivided interests in the project land and enter into agreements of transfer with all intending purchasers of the units and on such marketing or sale, to receive amounts of sale proceeds and to issue and grant money receipts and hand over ownership, possession, use or occupation of the units to the intending purchasers subject to punctual regular and proper remittance of the share of the owners in the amounts of the sale proceeds in the manner laid herein;
- (vii) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the development rights and in connection with all the marketing or sale of the units, including execution/ registration of the unit agreements, appear and present for registration before the jurisdictional registrar or sub registrar towards registration of the documents for sale or transfer of the units;
- (viii) manage the project land and the common areas constructed upon the project



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land till the completion of the project and transfer/ assign such right of maintenance upon formation of the association and to retain all benefits, consideration etc. accruing from such maintenance of the project and handover the project to the association on its formation;

- (ix) apply for and obtain any approvals at its own costs and expenses in the name of owners or wherever required under the applicable law in the name of the developer, including any temporary connections of water, electricity, drainage and sewerage for the purpose of development and construction and completion of the project or for any other exploitation of the development rights in the project as per this agreement;
- (x) generally do any and all other acts, deeds and things that are ancillary or incidental for the exercise of the development rights, including any rights stated elsewhere in this agreement.

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;

“Escrow Agent” means the Developer’s/ Owner’s Joint Advocate;

“Escrow Agreement” means the agreement entered into amongst the Owners, the Developer and the Escrow Agent;

MAINTENANCE-IN-CHARGE - shall mean and include such agency or any outside agency to be appointed by the Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.



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MARKETING - shall mean selling of any space in the complex to any transferee for owning and occupying any Row Houses/Villas and/or constructed space by the Developer for self and/or on behalf of the Owners in terms hereof.

NEW BUILDINGS - shall mean the new residential - Row Houses/Villas in the Complex to be constructed, erected and completed in accordance with the Plan on the said land.

OWNERS' ALLOCATION - shall in so far as the Complex on the said Project Land is concerned shall mean 30 % (thirty percent) of the total realization of aggregate amount of sale proceeds from sale of constructed and/or Saleable areas of the Complex to comprise in various units, and/or constructed spaces , Row Houses/Villas to be constructed on the said Project Land **TOGETHER WITH** the share in the same proportion in car parking spaces (open and covered), more fully and particularly described in Part - II of the **Fifth Schedule** hereunder written **TOGETHER WITH** the undivided proportionate impartible part or share in the said Project Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space and more particularly described in the **Second Schedule**. The share of the Owners shall be distributed *inter se* amongst the Owner Companies in accordance with the ratio in which they hold land.

OWNERS' ADVOCATES - shall mean KANODIA & CO., 6, Old Post Office Street, KOLKATA - 700001 for Kedia Group and S.Jaian & Co., 6/7A, A.J.C. Bose Road, Kolkata 700017 for Sardhu Group.

PLAN - shall mean the plan to be sanctioned by the concerned municipality or any other sanctioning authority as the case may be Together With all modifications and/or alterations thereto and/or revisions thereof from time to time made or to be made by the Developer either under advice or on the recommendation of the Architect as decided by the Developer from time to time and approved by the sanctioning authorities.



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PROPORTIONATE OR PROPORTIONATELY - according to the context shall mean the proportion in which the revenue from the sale of space and/or spaces, as the case may be, shall be shared between the owners and the Developer.

REIMBURSABLE COSTS means all costs and expenses as are required to be paid by the Buyers such as any external development charges/ infrastructure development charges/ license fees and charges as may be payable to the Governmental Authorities; G.S.T 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 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; any electricity/ water or any other utility deposits; any moneys collected/ received or to be collected/ received from the Intending Purchasers for providing all facilities/ utilities including electricity, water, club amenities/ equipment etc. any money collected towards maintenance and/or contribution towards corpus fund, any amount received from the prospective Intending 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 Intending Purchasers; 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; any payment which may be specifically stated elsewhere in this Agreement to be solely realized and appropriated by the Developer who shall be responsible to realize such reimbursable expenses together with the consideration amount. If however at any stage of the Project there is separate allocation of unsold units amongst the parties and the Owners sell their allocation separately in such event the Owners shall be responsible to realize the reimbursable expenses and hand over to the Developer for appropriation.

SAID PROJECT LAND - shall mean All those the pieces and parcels of land containing an aggregate area of 1232 Decimal equivalent to 746.66 Cottah approximately be the same a little more or less situate lying at various R.S. and L.R Dags of Mouza Raghampur (J.L.No 74) & Mouza- Dhamaitala (J.L. No. 75), Touzi No. 119, A.D.S.R Sonarpur, Police Station



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Sonarpur, under Poleghat Gram Panchayat in the District of South 24 Parganas more fully and particularly mentioned and described in Part-III of the FIRST SCHEDULE offered by the Owners for development.

SAID ADDITIONAL LAND - shall mean All those the pieces and parcels of land containing an aggregate area of 59.982 Decimal equivalent to 36.353 Cottahs approximately be the same a little more or less situate lying at various R.S. and LR Dags of Mouza Raghobpur (J.L.No 74) , Touzi No. 119, A.D.S.R Sonarpur, Police Station Sonarpur, under Poleghat Gram Panchayat in the District of South 24 Parganas more fully and particularly mentioned and described in Part-II of the FIRST SCHEDULE

SALE PROCEEDS shall mean and include all amounts, considerations and receipts, whether one time or periodical, as may be received and collected from the Intending Purchasers for (a) transfer of the Unit(s) and proportional undivided interest in the Land to Intending Purchasers; (b) transfer of exclusive car park areas/ spaces; and (c) transfer of proportionate Common Areas and facilities; BUT shall not include any amounts received or collected by the Developer towards:

- (i) Any Goods & 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 Units or otherwise on the Project;
- (ii) any electricity/ water or any other utility deposits;
- (iii) any moneys collected/ received from the Purchasers for providing facilities/ utilities including electricity, water, club amenities/ equipment etc.;
- (iv) any money 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 fitment charges, furniture, machineries, equipment, furnishing, tools, etc., if any, to be provided to in the Institutional Units;



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