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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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 856321

Certified that the document is admitted
 & registered. The tax-stamp sheet/sheets
 & the endorsement sheet/sheets attached
 with this document are the part of this
 document.

Additional District Sub-Registrar
 Rajarhat, New Town, North 24-Pgs

21 JUN 2018

This Development Agreement made this the 8th day of June, 2018 amongst

95694

No. Pt. Date

Name: ARJUN GOPE, Advocate

Address: Alipur Police Court, Kol-27

Vendor:

I. CHAKRABORTY
69, Dr. Rajendra Prasad Sarani
Kolkata-700 001

23 MAY 2018

Radhika Sugim Pancharani



4494

P S GROUP REALTY PVT. LTD.

Radhika Sugim Pancharani
Director / Authorised Signatory



4495

DEFINIA ENCLAVE PRIVATE LIMITED

Management Team

Director



4495

RAMA DHUTA BUILDERS PRIVATE LIMITED

Management Team

Director

Additional Director's Office
Rajshahi, New Town, North 24 Parganas

08 JUN 2018

(1) **PETUNIA ENCLAVE PRIVATE LIMITED**, a company incorporated under the companies Act 1956 as extended by the Companies Act 2013, having CIN **U70102WB2015PTC207529** having PAN No. **AAICP2357G**, having its registered office at 5B, Crescent Tower, 229, A.J.C. Bose Road, Kolkata-700023, Post Office Lala Lajpat Rai Sarani and Police Station - Bhawanipure represented by its Director **Mr. Manoj Kumar Jain** (PAN: **ACTPJ4506B**) son of Late Raj Kumar Jain residing at 238, C. R. Avenue, Beadon Street, Kolkata-700006, Post Office- Jorabagan and Police Station- Girish Park authorized vide board resolution dated [06.06.2018],

(2) **RAMADHUTA BUILDERS PRIVATE LIMITED**, a company incorporated under the companies Act 1956 as extended by the Companies Act 2013, having CIN **U70102WB2015PTC208120**, having PAN No. **AAHCR4919F**, having its registered office at 5B, Crescent Tower, 229, A.J.C. Bose Road, Kolkata-700023, Post Office Lala Lajpat Rai Sarani and Police Station - Bhawanipure represented by its Director **MR. Manoj Kumar Jain** (PAN: **ACTPJ4506B**) son of Late Raj Kumar Jain residing at 238, C. R. Avenue, Beadon Street, Kolkata-700006, Post Office- Jorabagan and Police Station- Girish Park authorized vide board resolution dated [06.06.2018]

(3) **SNOWBALL SKYSCRAPER PRIVATE LIMITED**, a company incorporated under the companies Act 1956 as extended by the Companies Act 2013, having CIN **U70102WB2015PTC207816**, having PAN No. **AAWCS1756J**, having its registered office at 5B, Crescent Tower, 229, A.J.C. Bose Road, Kolkata-700023, Post Office Lala Lajpat Rai Sarani and Police Station - Bhawanipure represented by its Director **MR. Manoj Kumar Jain** (PAN: **ACTPJ4506B**) son of Late Raj Kumar Jain residing at 238, C. R. Avenue, Beadon Street, Kolkata-700006, Post Office- Jorabagan and Police Station- Girish Park authorized vide board resolution dated [06.06.2018], collectively hereinafter referred to as the "**Owners**" (which expression shall mean only the Owners and each of their respective successors-in-interest and assigns) of the **One Part**

And

PS GROUP REALTY PRIVATE LIMITED, a company existing under the provisions of the Companies Act, 2013, having its registered office at 1002 E. M. Bye Pass, Kolkata - 700 105, Police Station Pragati Maidan Post Office Dhapa, having Income Tax PAN **AABCP5390E**, represented by its Authorised Signatory **MR. RADHESHYAM PANCHARIA**, son of Sri Bhanwarlal Pancharia, working for gain at 1002 E.M. Bypass, Kolkata - 700 105, having **Income Tax PAN No. AEQPP5365K**, authorized vide board resolution dated 1st day of November, 2017, hereinafter referred to as the "**Developer**" (which expression shall mean and include its successors-in-interest and/or permitted assigns) of the **Other Part**:

The "**Owners**" and the "**Developer**" are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

Whereas:

A. Each of the Owners represent as follows:-

- (i) the Owners are respectively the full and absolute owners of their respective several identified demarcated pieces and parcels of land and are of diverse nature/classification and varied measurements, collectively admeasuring **30.30 decimals** more or less, equivalent to **18 Cottahs 05 Chittacks 14 square feet** more



4495

SNOWELL SKYSCRAPER PRIVATE LIMITED

Mamun Khan Khan

Director



Additional District Supervisor
Civil Engineering
10th Floor, 10th Floor

Surajit Das
S/O N. C. Das
39/10, C. N. Roy Road
Kolkata - 700035.

08 JUN 2018

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

GRN: 19-201819-024682890-1 Payment Mode Online Payment
GRN Date: 08/06/2018 13:23:10 Bank : Indian Bank
BRN : IB08062016070354 BRN Date: 08/06/2018 13:21:05

DEPOSITOR'S DETAILS

Name : MD MANIR UZ JAMAN Id No. : 15230000896321/5/2018
(Query No. Query Year)
Contact No. : Mobile No. : +91 9830538095
E-mail :
Address : NEWTOWN KOL -155
Applicant Name : Mr MD MANIR UZ JAMAN
Office Name :
Office Address :
Status of Depositor : Deed Writer
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 5

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	15230000896321/5/2018	Property Registration- Stamp duty	0030-02-103-003-02	14921
2	15230000896321/5/2018	Property Registration- Registration Fees	0030-02-104-001-18	8521
Total				129942

In Words : Rupees One Lakh Twenty Nine Thousand Nine Hundred Forty Two only



or less, comprised in several Dag Nos. appertaining to several Khatian Nos., situate at Mouza Thakdari, Police Station New Town, District North 24 Parganas, as detailed "First Schedule" hereto (collectively "Subject Land", and individually/independently "Land Parcel");

- (ii) each of the concerned Owners have acquired title to their respective Land Parcels, as the case may be, by and under their respective Title Deeds as the case may be;
 - (iii) each of the Land Parcels are free from all Encumbrances and have been in the respective vacant, peaceful and physical possession of the concerned Owners;
 - (iv) each of the Land Parcels are collectively contiguous, continuous and adjacent to each other, capable of being amalgamated/consolidated into and/or developed as a single plot of land, and have an independent and separate means of access to the same.
- B. Each of the Owners being respectively desirous of commercially exploiting their respective Land Parcels, and in view of each of the Land Parcels being continuous to and/or adjoining each other, each of the Owners decided/agreed to collectively develop and/or to cause collective development of the Subject Land as a composite development, with the intent and object of generating and reaping greater profits and revenues for the mutual benefit and advantage of each of the Owners.
- C. The Developer is engaged in the business of real estate development, having the infrastructure, man power and financial means, and has entered into an agreement ("Abutting Land Agreement") for the development of several land parcels abutting and/or being in the immediate vicinity of the Subject Land, more specifically described in "Second Schedule" (collectively "Abutting Land") with the respective several owners thereof ("Abutting Land Owners").
- D. In view of the aforesaid, the Owners approached the Developer to undertake *inter alia* the development of the Subject Land on the clear and unequivocal understanding that the development of the Subject Land would be contingent and/or dependent on the Developer developing the Abutting Land and further that the development on the Subject Land would be by way of expansion/extension of the development proposed on the Abutting Land, with sharing of such facilities, utilities, amenities etc. as may be determined by the Developer at its sole and absolute discretion including but not limited to the nature of right, if any, mode and manner of user of the same, whereupon the Parties have mutually agreed on certain terms and conditions pertaining *inter alia* to the commercial exploitation of the Subject Land and the grant in favour of the Developer by each of the Owners of several rights, interests etc. including the Development Rights in respect of the Subject Land, all in lieu of *inter alia* a mutually agreed consideration, and the Parties are thus desirous of recording the same in writing, as stated herein.

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 sufficiency whereof is hereby mutually acknowledged), the Parties with the intent to be legally bound, hereby agree as follows:-



Additional District Sub-Registrar
Rajahat, New Town, North 24-Pgs

06 JUN 2018

Article 1
Definitions and Interpretation

1.1 Definitions

In addition to any other terms which are defined in this Agreement, and unless the context otherwise requires, each of the following terms, when used in this Agreement shall have the respective meaning assigned to them in this Article:

- 1.1.1 "Abutting Land" shall have the meaning ascribed to such term in Recital C of this Agreement.
- 1.1.2 "Abutting Land Agreement" shall have the meaning ascribed to such term in Recital C of this Agreement.
- 1.1.3 "Abutting Land Owners" shall have the meaning ascribed to such term in Recital C of this Agreement.
- 1.1.4 "Agreement" shall mean this Agreement together with each of the Schedules and/or Annexure stated herein and/or attached hereto and/or incorporated herein by reference or otherwise, as the case may be, as may be amended in writing by the Parties from time to time by way of letters and/or supplemental agreements and/or addenda to the Agreement.
- 1.1.5 "Applicable Law(s)" shall mean and include all applicable Indian laws, statutes, enactments, acts of legislature or parliament, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, orders, binding actions etc. of any Governmental Authority, tribunal, board, court, as updated or revised or amended from time to time.
- 1.1.6 "Commonly Used Areas And Facilities" shall mean the access roads, commonly used areas and portions of the Project as also the commonly used facilities and infrastructure, which may be made available by the Developer to the any Identified Person(s) to access and/or facilitate the use and enjoyment of the Project, each as determined and specifically identified by the Developer at its sole and absolute discretion.
- 1.1.7 "Conversion" shall mean the issuance of the certificate by the concerned competent authority in this regard, granting the approval for conversion of the land use of a particular Land Parcel from its recorded use to commercial use, and the term "Converted" shall be construed accordingly.
- 1.1.8 "Deposits" shall mean each of the amounts levied/charged/imposed/received by the Developer from an Intending Transferee as deposits and/or as sinking funds, corpus deposits etc. by whatever name called, for the installation as also for the on-going maintenance and management of *inter alia* the electrical infrastructure, the water connections, generator, all facilities serving the Project, municipal rates and taxes, commercial surcharge, land revenue, duties, charges and other outgoings, and the proportionate costs and expenses for the maintenance and management of the Commonly Used Areas And Facilities including the proportionate share of *inter alia* the municipal rates and taxes, commercial surcharge and land revenue in respect of the Commonly Used Areas And Facilities, and further all other deposits applicable to/imposed on the Intending Transferee(s), each as determined by the Developer at its sole and absolute discretion, the frequency, quantum and heads whereof shall be determined by the Developer from time to time at its sole and absolute



Additional District Engineer
Rajahmundry, North 24-Pigs

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discretion and will be held by the Developer till the same (subject to such deductions as may be applicable) are transferred to the Organisation or made over to any body/authority, statutory or otherwise.

- 1.1.9 "Developer's Cure Period" shall have the meaning ascribed to such term in Clause 15.2.2.1 of this Agreement.
- 1.1.10 "Developer's Dues" shall have the meaning ascribed to such term in Clause 15.1.2.2 of this Agreement.
- 1.1.11 "Developer's Event of Default" shall have the meaning ascribed to such term in Clause 15.2.1 of this Agreement.
- 1.1.12 "Development Rights" in the context of each Land Parcel and/or the Subject Land shall mean and include all rights, titles, interests and privileges therein and the constructions thereon, which rights, interest and privileges shall include without limitation, *inter alia*, the right to:-
- (a) enter into and retain continuous unhindered, unimpeded, unrestricted, unconditional, peaceful access to and physical control of the entirety of each of the Land Parcels for the specific purpose of developing, constructing and completing the Project, on the clear and unequivocal understanding that on and from the date of completion of 65 (sixty five percent) of the Project as certified by the architect of the Project, the Owners and the Developer shall be deemed to be in/retain joint legal physical possession of each of the aforesaid, save and except the areas if any already handed over to any Intending Transferee(s);
 - (b) commercially exploit the Subject Land by way of execution and implementation of the Project thereon, and to deal with the Project in terms of this Agreement and the Abutting Land Agreement;
 - (c) determine at its sole discretion, the scheme of development of the Project, the nature, design and components of the Project as also the mode and manner of execution and implementation thereof, on the understanding that the Project will be constructed with the basic specifications as detailed in the **Third Schedule** hereunder written, on the clear and unequivocal understanding and agreement that such specifications may be altered and/or changed and/or modified and/or substituted as may be required by the Developer from time to time at its absolute discretion with any other specifications of like or more or less similar or better, value and/or nature and/or type, and the decision of the Developer in this regard shall be final and binding;
 - (d) have the Subject Land surveyed, and the soil tested;
 - (e) prepare and make necessary applications to the relevant Governmental Authorities and/or other bodies/authorities and/or to revise, modify or amend such applications, with the assistance of the Owners, or as the constituted attorney of the Owners, as the case may be, as may be determined by the Developer from time to time at its sole discretion, for the smooth execution and implementation of the Project including for obtaining connections of water, electricity and all other utilities and facilities as also permits for cement, steel and other controlled building materials, if any;



Additional Engineer
Rajarhat New Town, Nadia District

06.06.2018

- (f) prepare and/or cause to be prepared the plans of/for the Project including the revisions, alterations, modifications etc. thereto as the Developer may deem fit and proper, and furthermore to make necessary applications for the approval, sanction, modification, revision, addition, alteration etc. of such plan(s), and to sign, execute and deliver all writings, undertakings and agreements as may be necessary in connection with the aforesaid;
- (g) appoint architects, surveyors, engineers (civil, structural, mechanical, electrical amongst others), contractors, specialists, valuers, consultants, agencies, service providers and other Person(s) in connection with the execution and implementation of the Project, each of whom shall have the unhindered, unimpeded and unrestricted right to *inter alia* enter into and/or access each of the Land Parcels
- (h) construct and/or lay internal roads, drainage facilities, water supply facilities, sewage disposal facilities and electricity supply lines;
- (i) determine from time to time, at its discretion, the mode, manner and calculation of the built-up area and the super built-up area of the several spaces to comprise the Project;
- (j) carry out the publicity and marketing of the Project, and the sales of every part and portion of the Project in such a manner as may be determined by the Developer, subject to reimbursement by the Owners of the costs and charges to the extent and in the manner stipulated in this Agreement;
- (k) sell and/or Transfer and/or create any manner of right, title or interest over/in respect of the various areas comprising the Project in pursuance of this Agreement, at such prices, on such terms and conditions and in favour of such Person(s) as the Developer may determine;
- (l) sell, convey and otherwise Transfer, dispose of, alienate, deal with, assign, lease, grant licenses etc. and/or create Third Party rights over/in/in respect of any part or portion of the Project, in such a manner as the Developer may deem fit and proper including but not limited to the right to convey, Transfer, dispose of the same (in pursuance of the powers granted herein and/or in pursuance of this Agreement), and to execute all agreements, deeds, documents in respect thereof, to receive and deal with the proceeds and/or the revenues generated therefrom/in respect thereof, in the manner stipulated in this Agreement;
- (m) mortgage, create any charge, lien etc., on/in respect of any and/or all the Land Parcels and/or any part or portion thereof and/or on/in respect of the buildings and the other constructions/improvements constructed/made on any part or portion of the Subject Land, in order to obtain financial assistance from any Person(s) and/or bank(s) and/or financial institution(s) as identified by the Developer for the purpose of execution and implementation of the Project save and except that the revenue receivable by the Owner shall not be charged
- (n) own all the buildings, constructed areas, developments, improvements etc. on the Subject Land and/or any part or portion thereof
- (o) secure the occupancy certificate, completion certificate, approvals, certificates, consents relating to fire, sewage, airport clearance, environmental clearance and all



Assistant District Officer
Rajahat, New Town, North 24-Pgs

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other certificates/approvals/licenses/ consents required for the execution and implementation of the Project;

- (p) develop the Project under the brand name of the Developer and/or its associates/affiliates and/or other Person(s), as the Developer may determine at its discretion, and to display and advertise the name, brand name etc. of the Developer and/or its associates/affiliates and/or other Person(s) at such parts and portions of the Subject Land as the Developer may deem fit and proper and it being clarified expressly that agreed that the brand name of the Owners shall not be affixed and/or displayed in any print media and/or electronic media;
- (q) establish such new entity(ies) as the Developer may determine to assume the obligations, liabilities and costs connected with the management and maintenance of the Project and/or to entrust/assign/delegate such obligations, liabilities and costs to such entity(ies) as may be determined by the Developer;
- (r) do, execute and perform such other acts, deeds, things etc. as may be required to ensure the smooth execution, implementation and completion of the Project, including those incidental and/or related to any of the rights stated herein,

The Owner shall not raise any objection if the Developer limits its activities within the scope and limit as given herein.

1.1.13 "**Developer's Share**" shall have the meaning ascribed to such term in **Clause 3.4(ii)** of this Agreement.

1.1.14 "**Encumbrances**" in so far it relates to each Land Parcel shall mean mortgages, pledges, equitable interests, hypothecations, encumbrances, title defects, title retention agreements, liens, charges, dispendens, liabilities, claims, demands, prohibitions, wakfs, debutors, trusts, bargadars, bhagechasis, occupants, tenancies, thika tenancies, leases, trespassers, encroachments, acquisitions, requisitions, attachments, alignments, Third Party claims etc. whatsoever or howsoever, commitments, restrictions, prohibitions or limitations of any nature including restriction on use, transfer or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever and/or any agreement, whether conditional or otherwise, to create any of the same.

1.1.15 "**Execution Date**" shall mean the date of execution of this Agreement.

1.1.16 "**Extra Charges**" shall mean the extra amounts paid by and the reimbursements received from an Intending Transferee by the Developer towards any extra charges, generator charges together with the charges and expenses, allied/related thereto, charges towards electrical infrastructure, VRV-AC charges, charges/fees towards/in lieu of having sanctioned any deviations in the construction from the sanctioned plan(s) as stipulated in the relevant statute governing the same, legal fees, legal expenses, stamp duty, registration fees etc., each as determined by the Developer at its sole and absolute discretion.

1.1.17 "**Force Maejure**" shall mean any delay, obstruction, interference, impediment, obstacle etc. whatsoever in the work of construction or in the performance by the Developer of any of its obligations stipulated herein, resulting from any cause which has or may reasonably be expected to have a material adverse effect on the Developer's rights or duties to perform its



Additional District Sub-Registrar
Rajarhat, New Town, North 24 Pgs

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obligations under this Agreement including any delay, obstruction, interference etc. caused by:

- i) fire or explosion;
- ii) natural calamity, any act of God, earthquake, lightning, flood, environmental issues and/or any other unforeseeable severe weather conditions;
- iii) riots, civil disturbances, insurrection, enemy action, embargoes, blockades, war (declared or undeclared), civil commotion, terrorist action, litigation, bandh, armed conflict, curfew, acts of government and/or of any Governmental Authority;
- iv) temporary or permanent interruption and/or failure of any utilities serving the Project or necessary in connection with the development thereof;
- v) abnormal increase in the price of building materials;
- vi) non-availability and/or irregular and/or delayed supply/availability and/or scarcity of building materials, essential inputs, water, electricity, sewerage disposal, any connection(s) from the concerned authority etc.;
- vii) injunctions or orders or restrictions of/imposed by any government entity/ Governmental Authority;
- viii) local problem and/or local disturbance and/or sabotage, labour unrest, lock-out, strike, slow down, disputes with contractors/construction agencies employed and/or to be employed;
- ix) any prohibitory order, notice, rule or notification of/from the court and/or sanctioning authorities and/or any of the Governmental Authorities and/or statutory bodies and/or the municipal corporation/municipality and any other authority, statutory or otherwise;
- x) delay due to any application under any of the applicable building rules;
- xi) delay in decisions/clearances/approvals/connections/permissions from any statutory and/or other authorities/bodies and/or by any Governmental Authority;
- xii) any other circumstances beyond the control of the Developer and/or beyond the anticipation of the Developer.

However save and except the natural calamities all other factors are to be verified and reasoned before considering the same as Force Majeure.

1.1.18 "Governmental Authority" shall mean: (a) any national, state, city, municipal or local government, governmental authority; and/or (b) any agency or instrumentality of any of the authorities referred to in (a) above; and/or (c) any non-governmental regulatory or administrative authority, body or other organization, to the extent that the rules, regulations, standards, requirements, procedures or orders of such authority, body or other organization have the force of law; and/or (d) any competent court or tribunal; and/or (e) HIDCO.



Additional District Sub-Stationary Officer
Rajarhat, New Town, North 24-Pgs.

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- 1.1.19 "**HIDCO**" shall mean the West Bengal Housing Infrastructure Development Corporation Limited, a Government of West Bengal company incorporated under the provisions of the Companies Act, 1956, and the Planning Authority as appointed by the State Government vide order No. 1490/HI/HGN/NTP/1M-1/98, in respect of the Planning Area declared as such under Notification No. 14231/HI/HGN/NTP/1M-1/98, dated 27th August, 1999, having its registered office at 35-1111, Major Arterial Road, 3rd Rotary, New Town, Kolkata - 700 156.
- 1.1.20 "**Identified Person**" shall have the meaning ascribed to such term in **Clause 5.1(d)** of this Agreement.
- 1.1.21 "**Intending Transferee**" shall mean any Person intending to acquire: (a) any manner/nature of right, title or interest in any identified unit/constructed space; and/or (b) the permission to park vehicle(s) at vehicle parking space(s), each constructed/situate at only such parts and portions of the Project which are comprised in/comprise of unit(s)/constructed space(s)/vehicle parking(s) constructed/situate on/at any part or portion of the Subject Land, each as identified by the Developer.
- 1.1.22 "**Interest**" shall mean the interest to be calculated on any amount at the rate of 16% (sixteen percent) per annum.
- 1.1.23 "**Land Parcel**" shall have the meaning ascribed to such term in **Recital A(i)** of this Agreement.
- 1.1.24 "**Organisation**" shall mean the entity caused to be formed by the Developer as and when determined by the Developer, the nature, composition, constituents, structure etc. whereof shall be determined by the Developer, which entity shall be entrusted *inter alia* with the maintenance, management, upkeep and administration of the Project and such other roles, responsibilities and obligations as may be determined by the Developer.
- 1.1.25 "**Outgoings**" shall mean all the rates, taxes, property taxes, assessments, land revenue and all other outgoings by whatsoever name called, payable in respect of each of the Land Parcels, each together with interest and penalty thereon, if any.
- 1.1.26 "**Owners' Authorised Representative**" shall mean **Mr. Manoj Kumar Jain**, son of Late Raj Kumar Jain residing at 238, C. R. Avenue, Beadon Street, Kolkata-700006.
- 1.1.27 "**Owners' Bank Account**" shall mean the bank account standing in the collective names of the Owners, to be communicated in writing by the Owners' Authorised Representatives to the Developer within 45 (forty five) days from the Execution Date. .
- 1.1.28 "**Owners' Cure Period**" shall have the meaning ascribed to such term in **Clause 15.1.2.1** of this Agreement.
- 1.1.29 "**Owners' Event of Default**" shall have the meaning ascribed to such term in **Clause 15.1.1** of this Agreement.
- 1.1.30 "**Owners' Share**" shall have the meaning ascribed to such term in **Clause 3.4 (i)** of this Agreement.



Additional District Court, Rajshahi
Rajshahi, New Town, North 24-Pgs

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- 1.1.31 "Person(s)" shall mean any individual, sole proprietorship, unincorporated association, body corporate, corporation, company, firm, partnership, limited liability company, limited liability partnership, joint venture, Governmental Authority, trust, hindu undivided family, union, association, or any other entity or organization, and where permitted, that person's respective successors, permitted assigns and permitted transferees.
- 1.1.32 "Project" shall mean the development comprising of one or more of such several components as may be determined by the Developer at its sole and absolute discretion, proposed to be carried out by the Developer on the Subject Land and the Abutting Land (the proportion and/or area of each component as also the manner and phases of construction of the same to be determined by the Developer).
- 1.1.33 "Rectification Period" shall have the meaning ascribed to such term in Clause 9.4 of this Agreement.
- 1.1.34 "Repayment Period" shall have the meaning ascribed to such term in Clause 15.1.2.2 of this Agreement.
- 1.1.35 "Sales & Marketing Expenses" shall mean 3½ % (three and half percent) of the total Sale Proceeds.
- 1.1.36 "Sale Proceeds" shall mean the amounts received by the Developer from an Intending Transferee in lieu of Transfer/ alienation of identified unit(s)/constructed space(s) situate/constructed on any part or portion of the Subject Land (each as identified by the Developer) together with the amounts, if any, received from the Intending Transferee towards the permission granted to park vehicles, high-rise charges, PLC, club charges, interest if any received from any Intending Transferee on delayed payment made by the Intending Transferee, the amount if any received from any Intending Transferee as compensation on cancellation of an agreement executed with such Intending Transferee, but the term shall not mean or include:
- a) the Deposits;
 - b) the Extra Charges;
 - c) the Taxes;
 - d) any amounts received towards/as fees for nomination, transfer, assignment etc.;
 - e) payment of any taxes, fees, duties, costs, expenses or any other charges by whatever name called;
 - f) the amounts received by way loan(s) from any Person(s), bank(s), financial institution(s), etc. identified by the Developer to finance the construction and implementation of the Project;
 - g) brokerage, and sales and marketing expenses;
 - h) any amount refunded/paid and/or agreed to be refunded/paid to any Intending Transferee on any account whatsoever or howsoever after adjustment of the brokerage and marketing expenses if any on such amount, notwithstanding and without prejudice



Additional District Superintendent
Rajahmundry, New Town, North 24-Pgs

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to the obligation of the Owners to also so refund/pay any amount to an Intending Transferee.

- 1.1.37 "Security" shall have the meaning ascribed to such term in **Clause 4.1** of this Agreement
- 1.1.38 "Security Deposit" shall have the meaning ascribed to such term in **Clause 4.1** of this Agreement.
- 1.1.39 "Subject Land" shall have the meaning ascribed to such term in **Recital A(i)** of this Agreement.
- 1.1.40 "Taxes" shall mean each of the amounts levied/charged/received from/upon any Intending Transferee towards service tax, sales tax, works contracts tax, value added tax, GST etc. and/or any other fees, taxes, cesses, assessments, duties, levies, impositions etc. by whatever name called, whether applicable at present or levied in the future, with retrospective effect or otherwise, and shall mean and include the increments thereof.
- 1.1.41 "Third Party" shall mean any Person that/who is not a signatory to this Agreement.
- 1.1.42 "Title Deeds" shall mean and refer to all the documents represented by the concerned Owners as evidencing their respective ownership, right, title and interest over and in respect of their respective Land Parcels including those as identified by the Developer, with the documents whereunder each of the Owners have acquired freehold title to their respective Land Parcels being detailed in the **Fourth Schedule** hereunder written.
- 1.1.43 "Title Rectification" shall have the meaning ascribed to such term in **Clause 9.4** of this Agreement.
- 1.1.44 "Transfer" (including with correlative meaning, the terms "Transferred" and "Transferability") shall mean to transfer, sell, assign, pledge, mortgage, hypothecate, create a security interest in or Encumbrance on/in/over, place in trust, exchange, gift or transfer by operation of law or in any other manner.
- 1.1.45 "Valuer" shall mean the government recognized valuer as selected and identified by the Developer and communicated in writing by the Developer to the Owners' Authorised Representative.

1.2 Interpretation

In the interpretation of this Agreement, the following rules of interpretation shall apply, unless the contrary intention appears:

- 1.2.1 references to any law shall include any statutes and/or rules and/or regulations made or guidelines issued thereunder, and any other rules, regulations, guidelines, policy statements, orders or judgments having the force of law, and in each case, as amended, modified, restated or supplemented from time to time;
- 1.2.2 where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have the corresponding meanings;



Additional to Form No. 112
Rajarhat, New Town, North 24 Pgs

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- 1.2.3 headings have been incorporated in this Agreement only for convenience of reference, and shall not in isolation or otherwise be considered or affect the construction or interpretation of this Agreement;
- 1.2.4 reference to this Agreement or to any of the provisions hereof shall include all amendments and modifications made to this Agreement in writing from time to time by the Parties hereto;
- 1.2.5 in the event of any inconsistency between the Clauses and the Schedules/ Annexures hereto, the Clauses of this Agreement shall prevail;
- 1.2.6 no provision of this Agreement shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party or *[his/its]* counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft thereof;
- 1.2.7 words in the singular include the plural and vice versa, and words importing any gender include all genders;
- 1.2.8 a reference to a Clause, a Sub-Clause, an Article, a Schedule or an Annexure is a reference to a Clause, a Sub-Clause, an Article, a Schedule or an Annexure, as the case may be, of, or to, this Agreement;
- 1.2.9 the Recitals, Schedules and Annexures comprise a part of the operative provisions of this Agreement, and references to this Agreement shall include references to the Recitals, Schedules and Annexures hereof/hereto;
- 1.2.10 the term "or" shall not be exclusive, and the terms "herein", "hereof", "hereto" and "hereunder" and other terms of similar import shall refer to this Agreement as a whole and not merely to the specific provision where such term(s) may appear;
- 1.2.11 each of the representations and warranties provided in this Agreement are independent of the other representations and warranties in this Agreement, and unless the contrary is expressly stated, no Recital or Clause in this Agreement limits the extent or application of another Recital or Clause;
- 1.2.12 the words "include", "including" and "amongst others" shall be construed without limitation, and further shall be deemed to be followed by "without limitation" or "but not limited to", whether or not they are followed by such phrases or words of like import;
- 1.2.13 the words "directly or indirectly" mean directly or indirectly through one or more intermediary Persons or through contractual or other, legal arrangements, and "direct" or "indirect" shall have the correlative meanings;
- 1.2.14 an obligation of a Party to do something shall include an obligation to ensure that the same shall be done, and an obligation on the part of a Party not to do something shall include an obligation not to permit, suffer or allow the same to be done;
- 1.2.15 all approvals/consents to be granted by any of the Parties under this Agreement and/or any mutual agreements to be arrived at between the Parties, shall be in writing;



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- 1.2.16 for the purposes of this Agreement, the "knowledge" of the Owners of a fact, matter, circumstance or thing, shall include facts, matters or things which the Owners' knew of or ought reasonably to have known of, following due enquiry.

Article 2
Grant of Development Rights

- 2.1 In lieu of the consideration recorded herein, on and from the Execution Date each of the Owners confirm the grant, Transfer, assurance and assignment in favour of the Developer of the sole and exclusive Development Rights in respect of each of their respective Land Parcels comprising the Subject Land together with all benefits, privileges and rights appurtenant and/or attached and/or accruing thereto, on the clear and unequivocal understanding that the development of the Subject Land would be contingent and/or dependent on the Developer developing the Abutting Land and further that the development on the Subject Land would be by way of expansion/extension of the development proposed on the Abutting Land, with sharing of such facilities, utilities, amenities etc. as may be determined by the Developer at its sole and absolute discretion including but not limited to the nature of right, if any, mode and manner of user of the same.
- 2.2 In lieu of the consideration recorded herein and subject to fulfilment and performance by the Owners of all their obligations to the satisfaction of the Developer, the Developer accepts the aforesaid grant and Transfer of the Development Rights in respect of each of the Land Parcels subject to and only if the Developer develops the Abutting Land.
- 2.3 It is further clarified and understood that on and from the Execution Date:-
- 2.3.1 the Owners do not retain any right to Transfer and/or deal with their respective Land Parcels and/or the Subject Land other than in the manner stipulated herein and/or as mutually agreed to in writing between the Parties;
- 2.3.2 the Developer has become entitled to commence the work of construction to the extent the same is permissible under Applicable Law; and
- 2.3.3 the Developer and/or the men, servant(s), agent(s), assign(s), nominee(s) etc. of the Developer have become entitled to enter into and retain continuous unhindered, unimpeded, unrestricted, unconditional, peaceful access to and physical control of each of the Land Parcels for the specific purpose of developing, constructing and completing the Project.
- 2.4 The Owners hereby agree and undertake that the grant and Transfer of the Development Rights to the Developer are free and clear of all Encumbrances
- 2.5 The Owners shall, without any demur or delay or cavil, co-operate with the Developer and do all acts, deeds, things etc. that may be required or deemed desirable by the Developer to give effect to the provisions of this Agreement, including but not limited to, signing and submitting any plans, applications, consents, proposals, permissions etc. to various Governmental Authorities and/or other bodies/authorities, to enable the Developer to *inter alia* exercise its Development Rights with respect to each of the Land Parcels and/or the Subject Land.
- 2.6 It is agreed that the Developer shall implement and execute the Project itself and/or through



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the agencies of/by Third Parties nominated by the Developer and/or Person(s) identified by the Developer, on the account of and at the cost of the Developer.

Article 3

Consideration

- 3.1 The consideration in lieu whereof the Owners have granted and Transferred the Development Rights to, unto and in favour of the Developer is:- (i) the Developer agreeing to undertake the development of the Subject Land by way of construction thereon of a part of the Project, to be completed by the Developer at its own cost and expense; and (ii) the receipt (subject to and in accordance with the terms hereof), by the Owners from the Developer, of the Owners' Share in the manner stipulated herein.
- 3.2 It has been agreed that if the Developer agrees to develop the Project as a green building project then in such event the fees payable for sanction of such extra floor area ratio together with all other costs, expenses etc., directly or indirectly related to/to be incurred for obtaining the aforesaid extra floor area ratio shall be borne by the Owners and the Abutting Land Owners to the extent of their land holding and further provided that the extra cost that would have to be borne by the Developer for construction of such green building shall be reimbursed by the Owners to Developer in proportion to their land holding to the extent of Rs. 50/- (Rupees Fifty only) per sq. ft. of the actual constructed covered area comprising the portion of the Project intended to be constructed on the Subject Land, with 75% (Fifty percent) of such reimbursement to be made after construction of the concerned super structure, and the balance 25% (Twenty five percent) to be made after completion of the brick work.
- 3.3 The consideration in lieu whereof the Developer has accepted the grant and Transfer of the Development Rights from the Owners, and has agreed to commercially exploit the Subject Land in terms of these presents, is the receipt by the Developer of the Developer's Share.
- 3.4 Subject to the provisions of Article 4 hereto,
- (i) 43% (forty three percent) of the amounts comprising the Sale Proceeds shall belong collectively to the Owners ("Owners' Share");
 - and
 - (ii) 57% (fifty seven percent) of the amounts comprising the Sale Proceeds shall belong to the Developer ("Developer's Share"),
- it being unequivocally agreed and understood between the Parties that all amounts to be paid, deposited, reimbursed etc. by any Intending Transferee shall be received by the Developer in its own name in a separate bank account to be opened by the Developer for the Project. The Developer shall not receive such in any other account other than the designated bank account and further, for the purpose of accounting the Developer shall give a monthly statement of such account to the Owners.
- 3.5 Subject to the provisions of Article 4 hereto, the Owners' Share shall be paid/ disbursed to the Owners on a fortnightly basis after:-
- (a) deduction of the then applicable tax deductible at source; and



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- (b) deduction of the Taxes, if any, payable on the Owners' Share; and
 - (c) deduction of the Sales & Marketing Expenses [including brokerage]; and
 - (d) deduction of all costs and expenses incurred by the Developer for and on behalf of the Owners including those towards/on account of performing (without prejudice to its rights) any of the obligations which the Owners are/ were bound and obliged to do, execute and perform; and
 - (e) deduction of any further/other amounts reimbursable/payable to the Developer and/or in terms of any other terms and conditions stipulated in this Agreement and/or in any other written understanding between the Parties.
- 3.6 It is clarified that at the request of each of the Owners every tranche of the Owners' Share shall be disbursed in the manner stipulated hereinabove by the Developer for and on behalf of each of the Owners, in favour of and in name of the Owners' Bank Account, and on the handover by the Developer to any of the Owners' Authorised Representative of the relevant bankers' instruments, reflecting payment towards any tranche of the Owners' Share, issued and/or caused to be issued by the Developer in the name of/in favour of the Owners' Bank Account, the same shall be deemed and/or construed to mean receipt and acceptance of the same by each of the Owners, and the Developer shall stand absolved and discharged of its obligation in respect thereof.
- 3.7 Notwithstanding anything contrary contained in clauses above or elsewhere in this Agreement, the liability of the Developer to pay from time to time the Owner's Share shall always remain subject to the relevant provisions in any Applicable Law which mandates mandatory transfer of transfer proceeds of a project to separate account and the regulated withdrawal procedure from such separate account. It is also made clear that under no circumstances Owners shall demand from Developer any amount as Owner's Share out of such separate account which is otherwise not withdrawable for the time being. Provided however, as and when any amount is withdrawn from the said separate account, the provisions of clause 3.5 shall apply to such withdrawals.
- 3.8 Each of the Owners covenant and undertake that each of them shall be solely liable and responsible for the distribution amongst themselves of the Owners' Share received in pursuance of Clauses 3.4 and 3.6 hereinabove, with the Developer having no role or obligation in respect thereof, and each of the Owners shall keep the Developer fully safe, harmless and indemnified in respect thereof as also in respect of any inter se disputes, issues etc. between the Owners pertaining *inter alia* to such distribution.
- 3.9 It is further agreed and understood between the Parties that if after one year from the date of issuance by the competent authority of the completion certificate in respect of the Project there remain any un-alienated units/areas/spaces etc., whether open or covered at only such part of the Project which has been constructed on-is situate on/or at any part or portion of the Subject Land, then the same shall be mutually allocated between the Owners (collectively on the one hand) and the Developer (on the other hand) in the ratio of 43:57 respectively, and there shall be no sharing of funds/revenues between the Parties in respect of such areas. Each of the Owners collectively and the Developer shall respectively be responsible to make payment of the Deposits for the respective of such units/areas allocated to each of them, and further in respect of such units so allocated to the Owners, the Owners



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shall also be liable and responsible to make payment to the Developer of *inter alia* the Extra Charges, Taxes etc. as determined by the Developer and as are then being charged from the Intending Transferee(s).

Article 4 Security Deposit

- 4.1 In order to secure due performance by the Developer of its obligations, the Developer [*has deposited and/or has agreed to deposit*] with the Owners a mutually agreed sum of Rs.54,99,984/- (**Rupees Fifty four lacs ninety nine thousand nine hundred eighty four only**) (Rs.3,00,000 per cottah) as and by way an refundable security deposit ("Security Deposit"), (*the receipt whereof each of the Owners do hereby admit and acknowledge*). The Security Deposit has been secured by the Owners by way of the unhindered, unimpeded, unrestricted and unconditional right of the Developer and/or the nominee(s), designates(s), representative(s) etc. of the Developer to enter into and/or retain the continuous peaceful access to and physical control over/of the entirety of each of the Land Parcels,
- 4.2 Subject to and without prejudice to the other provisions of this Agreement, the Security Deposit shall be held by the Owners free of interest, and shall be adjusted from the Owners' Share in the following manner:-
- i) 50% (fifty percent) of the Owners' Share comprised in the 1st (first) installment received from every Intending Transferee until receipt of 50% (fifty percent) of the Security Deposit; and
 - ii) 10% (ten percent) of the Owners' Share comprised in the 2nd (second) installment received from every Intending Transferee until receipt of 60% (sixty percent) of the Security Deposit; and
 - iii) 20% (twenty percent) of the Owners' Share comprised in the 3rd (third) installment received from every Intending Transferee until receipt of 80% (eighty percent) of the Security Deposit; and
 - iv) 20% (twenty percent) of the Owners' Share comprised in the installment received from every Intending Transferee at the time of hand over of possession to such Intending Transferee of the concerned unit/space/ apartment until receipt of 100% (hundred percent) of the Security Deposit,

and the Owners shall not and hereby covenant and undertake not to make and/or set up and/or raise any claim or demand or action contrary thereto, it being clarified that the above adjustments shall cease immediately on repayment of the entire Security Deposit to the satisfaction of the Developer.

Article 5 Obligations of the Parties

5.1 Obligations of the Owners

Each of the Owners jointly and severally, hereby agree, undertake, covenant and confirm to the Developer as follows:



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- a) the Owners shall:
- i) cause each of the Land Parcels to be mutated in the names of the concerned Owners in the records of each of the concerned authorities including but not limited to the concerned Block Land & Land Reforms Office and the concerned panchayat and the development authority and the Bidhan Nagar Municipal Corporation provided that the Bidhan Nagar Municipal Corporation has commenced the process of mutation, amongst others, at the cost of the Developer; and
 - ii) cause Conversion of each of the concerned Land Parcels to enable commercial exploitation thereof at the cost of the Developer within 60 (sixty) days from the date of obtaining mutation certificate; and
 - iii) obtain in respect of the Subject Land, necessary clearances and/or no objection certificates from each of the concerned authorities and/or bodies and/or departments including but not limited to, the competent authority under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976, the West Bengal Land Reforms Act, 1955, and all applicable land laws including those pertaining to the applicable land ceiling limits prescribed under the several statutes prevailing and/or in force in the State of West Bengal; and
 - iv) construct around the Subject Land, a brick boundary wall of a minimum height of 8 (eight) feet, with tie beams and concrete columns at the cost of the Developer; and
 - v) make payment of all the Outgoings together with the interest and penalty thereon, if any, in respect of each of the Land Parcels as the case may be, and obtain all necessary clearances, no outstanding certificates etc. from each of the concerned authorities and/or bodies and/or departments; and
 - vi) cause, if so requested by the Developer, consolidation of each of the Land Parcels into a single land parcel and/or in such a manner as may be determined by the Developer, and further do, execute and perform such acts, deeds and things whereby each of the Land Parcels may be developed in such a manner as may be determined by the Developer, and if so requested for by the Owners, the Developer may, at the cost of the Owners, assist the Owners in the documentation pertaining to such consolidation; and
- b) to apply for and obtain at their own cost and expense, all such written consents, permissions, no-objections etc. from Governmental Authorities and/or such other statutory or other bodies as may be required for the development and marketing of the Project, and further to execute and/or cause the Governmental Authorities and/or the aforesaid statutory or other bodies to execute such deeds, documents etc. as may be required, all as mutually agreed between the Parties hereto; and
- c) to establish and maintain at their own cost and expense, free, clear and marketable



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title to/over/in respect of each of the Land Parcels, and further to keep and/or take steps to ensure that each of the Land Parcels are at all times free from all Encumbrances whatsoever or howsoever, and each of the Owners shall keep the Developer fully safe, harmless and indemnified in respect thereof; and

- d) to ensure that the use, access, physical control of etc. of the Developer and/or the and such Persons as identified by the Developer ("**Identified Persons**") over/in respect of the entirety of each of the Land Parcels and/or the Subject Land is not hindered or impeded or obstructed in any manner whatsoever only for the purpose of development and completion of the project; and
- e) to continue to remain liable and responsible to pay and bear the entirety of the Outgoings for the period upto the date of sanction of the plan in respect of the Project irrespective of when the bills/demands for the same are received/mised, and the Owners shall keep the Developer fully safe, harmless and indemnified in respect thereof; and
- f) none of the Owners shall themselves nor permit the other Owner to:-
 - (i) convey, assign, alienate or part with possession or deal with or Transfer any interest or create any Encumbrance(s) in/over: (i) any part or portion of any of the Land Parcels ; and/or (ii) the rights, title and interest of the Owners over/in respect of any part or portion of any of the Land Parcels, in favour of any Person, save in the manner specified in this Agreement and/or as determined by the Developer and/or as mutually agreed in writing between the Parties;
 - (ii) create a charge and/or lien and/or Encumbrance over and/or in respect of the Owners' Share to the extent the same is to be applied towards adjustment of the Security Deposit, and the Owners shall deal with the Owners' Share only in the manner and subject to the terms stipulated herein;
 - (iii) induct any Person into any part or portion of the Subject Land;
 - (iv) cause any obstruction or interference or impediment in the construction, development execution and implementation of the Project and/or in the exercise of the Development Rights by the Developer; and
- g) from time to time and within such time, frames as may be determined by the Developer, to sign, execute and deliver such applications, plans, instruments, papers, deeds and documents, and undertake and execute all such acts, deeds and things as may be requested by the Developer from time to time for submission to any statutory or competent authority or otherwise, or for any other purpose as the Developer may determine, in order to enable the Developer to exercise its rights and/or to fulfill its obligations stipulated herein, and further the Owners shall provide the Developer with any documentation and information relating to any part or portion of the Subject Land as may be required by the Developer from time to time;
- h) as and when required by the Developer, to appear before the concerned Governmental Authorities and/or government departments and/or officers and also all other state, executive, judicial or quasi-judicial, municipal and other authorities



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and all courts and tribunals, for all matters connected with the Subject Land and/or in relation to the execution and implementation of the Project;

- i) to act and co-operate in good faith with the Developer in all respects for the execution and implementation of the Project in terms of this Agreement, and provide all assistance as may be required/requested by the Developer to enable the Developer to implement and complete the Project;
- j) to execute and deliver registered and unregistered power(s) of attorney (each as determined by the Developer) to authorise and empower the Developer and/or the nominee(s) of the Developer, as may be required by the Developer for carrying out various acts, deeds and things in respect of the development and implementation of the Project and to also deal with the same;
- k) be and remain jointly and/or severally liable and responsible for respective Land Parcels comprising the Subject Land including the clear and marketable title of each of the same, despite the fact that each of the Owners may not have any absolute or any nature of right or title or interest in/on/to/over/in respect of each of the Land Parcels;
- l) to comply with and fulfill each of their respective obligations as stated elsewhere in this Agreement.

5.2 Obligations of the Developer

Subject to compliance by the Owners of each of their obligations stated herein to the satisfaction of the Developer, and further subject to circumstances amounting to Force Majeure and/or circumstances beyond the control of the Developer, the Developer will:

- a) apply for sanction of the plan for the Project within 1 (one) month from the date of obtaining all permissions and clearances as may be required for applying for such sanction;
- b) apply for and obtain all permissions and clearances required to commence the development of the Project as ascertained by the Developer, save those the procurement whereof are the responsibility and liability of the Owners;
- c) subject to circumstances amounting to Force Majeure and/or circumstances/events beyond the control of the Developer, endeavor to develop 70% (seventy percent) of the Project or part thereof, as the case may be, in such several phases of such duration as may be determined by the Developer at its sole and absolute discretion, within a period of 4 (four) years from the date of which the last of the clearances required to commence construction is received by the Developer, subject to a grace period of 6 (six) months thereafter, it being agreed and understood that the development of the balance 30% (thirty percent) of the Project shall be dependent on and driven by the then prevailing market conditions;
- d) remain responsible for material compliance with all statutory requirements, whether local or state or central, in respect of the construction and development of the Project;



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- e) bear, incur and pay all the costs, charges and expenses towards the construction, erection and development of the Project, material costs, labour costs and all ancillary costs for construction of the Project, including the fees payable to the architects, contractors, builders, surveyors and consultants;
- f) make proper provision for security as may be determined by the Developer;
- g) periodically or as and when reasonably requested by the Owners' Authorised Representative, inform the Owners' Authorised Representative about the progress of the Project;
- h) pay and bear all the Outgoings in respect of the Land Parcels comprising the Subject Land commencing on and from the date of sanction of the plan in respect of the Project till the date of completion of 65% (sixty five percent) of the Project, as stated hereinabove, as certified by the architect of the Project.

Article 6 Development of the Project

- 6.1 For the purpose of undertaking development of the Project, the Developer shall be entitled to:-
- i) appoint its own professional team; and
 - ii) consume the entire floor area ratio that may be made available for the entirety of the Subject Land subject to and/or accordance with the provisions of Clause 3.2 hereinabove provided that if any additional floor area ratio beyond what has been stipulated in Clause 3.2 hereto becomes available due to a change in the government policies or municipal rules, then subject to the Developer opting to consume/use such additional floor area ratio (which decision of the Developer shall be final and binding on the Owners) such additional floor area ratio shall be shared between the Owners (collectively on the one hand) and the Developer (on the other hand) in the ratio of 43:57 respectively subject however to the Owners paying the entire cost/fees if any payable for availing such additional floor area ratio, whereupon the Developer will bear the cost of construction and development in the terms of this Agreement.
- 6.2 Each of the Owners further covenant and undertake as follows:
- i) that the Owners have due notice and knowledge of the Abutting Land Agreement;
 - ii) that neither of the Owners have nor shall claim, demand etc. any manner/ nature of right, title, interest etc. of any ground whatsoever or howsoever in/over/to/in respect of any part or portion of the Project and/or areas, facilities, utilities etc. which is/are not constructed/situate/lying on/at the Subject Land save and except only such limited rights (as determined by the Developer at its sole and absolute discretion) in respect of only of such of the Commonly Used Areas And Facilities as may be specifically identified by the Developer at its sole and absolute discretion, and the Owners shall not make/raise/set up any claim, demand, action, etc. contrary to the aforesaid.



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- iii) that notwithstanding the provisions of Clause 6.2(i), neither of the Owners shall raise/make/set up/create any hindrance, obstruction, objection, impediment, restriction, prohibition etc. of any manner/nature on any ground whatsoever or howsoever to:
- a) the amalgamation, consolidation, connection etc. of the entirety and/or any part or portion of the Subject Land with the entirety and/or any part or portion of the Abutting Land and/or any building(s), structure(s) etc. constructed and/or standing thereon;
 - b) the use/application of any part or portion of the Subject Land to use/access any part or portion of the Abutting Land and/or any building(s), structure(s) etc. constructed and/or standing thereon;
 - c) the joining of and/or making available the several facilities, amenities etc. including the Commonly Used Areas And Facilities provided/available at/to the Subject Land with/to any part or portion of the Abutting Land and/or any building(s), structure(s) etc. constructed and/or standing thereon;
 - d) the grant by the Developer to/in favour of any Person(s) of any right, interest, title etc. in/over/to/in respect of any part or portion of the Project and/or the areas, facilities, utilities etc. which is/are constructed/situate/lying on/at any part or portion of the Subject Land,

each of the above in such a manner as the Developer may determine and/or deem fit and proper at its sole and absolute discretion, and each on such terms and conditions and in lieu of such fees, consideration, charges etc. as the Developer may deem fit and proper at its sole and absolute discretion, with the absolute and irrevocable right of the Developer to receive and appropriate the entirety of such fees, consideration, charges etc.

- 6.3 It has been agreed and understood between the Parties that the right granted to use, access, retain physical control of/over the Subject Land will not be construed as delivery of possession under Section 53A of the Transfer of Property Act, 1882, read with Section 2(47)(v) and (vi) of the Income Tax Act, 1961, it being further clarified that the legal physical possession of the Subject Land shall remain and continue to remain with the concerned Owner(s) until the date of completion of 65% (sixty five percent) of the Project, on which date the legal physical possession of the each of the aforesaid shall vest jointly with the Owners and the Developer, save and except the areas if any already handed over to any Intending Transferee(s).
- 6.4 It is further clarified that upon earlier termination of this Agreement, the Developer shall continue to be the absolute owner of all improvements on the Subject Land and the Owners shall not be entitled to demolish, remove or otherwise interfere with or restrict the use of the improvements on any portion of the Subject Land unless the Owners acquire all the rights, title and interest in such improvements by paying the Developer the market value for such improvements as determined by the Valuer.



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Article 7

Borrowing and funding for the Project

- 7.1 The Developer may raise fund for the project (project finance) from any Banks and/or Financial Institutions/NBFC/Private Equity Fund (Financier) upon such terms and conditions as may be applicable. Such finance may be secured by mortgaging the said project land belonging to the Owners in favour of any bank/ financial institution by deposit of original title deeds of the said project land and the originals of other deeds and documents by way of Equitable Mortgage and/or by executing Simple Mortgage and/or by creating English mortgage. Further the Developer may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposit of title deeds, deliver the title deeds and to receive back the title deeds etc. Further the Developer shall create charge in respect of its share of revenue or allocation in the project without creating any charge / liability in respect of Owners share of revenue or owners' allocation in the project. Further, the Developer may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposit title deeds, deliver the title deeds and to receive back the title deeds, etc.
- 7.2 It is clarified and understood that for the aforesaid purpose of raising funds, the Developer shall also be entitled to create a charge/mortgage/Encumbrance on all and/or any of the building(s) and other construction(s) and/or structure(s) constructed/erected on the Subject Land, and each of the Owners shall execute and/or cause the execution of such documents and deeds, and furthermore shall do, execute and perform and/or cause the doing, execution and performance of such acts, deeds and things as may be requested for from time to time by the Developer in respect thereof.
- 7.3 The Developer shall remain liable and responsible for the repayment of the aforesaid specific borrowings and shall keep each of the Owners safe, harmless and indemnified in respect thereof, it being agreed and understood that no charge shall be created over the Owners' Share for such borrowings.
- 7.4 Each of the Owners also undertake to execute, submit and make all statutory filings pertaining to the creation of the aforesaid mortgage, charge etc. pertaining to their respective Land Parcels, it being clarified for the avoidance of any doubt that the finance raised by mortgage, charge etc. of the Subject Land will be used only and exclusively for the Project, and such funds will not be diverted for any other project or purpose where any of the Owners do not have any interest.
- 7.5 The Owners shall also provide and render all necessary co-operation and assistance to the Developer as may be required to amend or extinguish any of the aforesaid mortgage rights and/or other Encumbrances.



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Article 8
Authority

8.1 Authority in favour of the Developer

8.1.1 In order to facilitate the Developer to undertake the Project and/or for speedy construction, erection, completion and implementation of the Project, and to, *inter alia*:

- (a) exercise the Development Rights;
- (b) exercise the rights granted under Article 7 hereinabove;
- (c) sell, license, lease, Transfer, Encumber or otherwise dispose of and/or deal with and/or alienate and/or create Third Party rights, interest over/in respect of:
 - (i) any part or portion of the Subject Land and/or the Project; and/or
 - (ii) an undivided share in any part or portion of the land comprised in each of the Land Parcels,

then without prejudice to and in addition to each of the other powers, rights and authorities granted by each of the Owners in favour of the Developer, each of the Owners hereby and hereunder appoint the Developer, as their respective constituted attorney and authorized representative, *inter alia* for each of the aforesaid purposes in respect of each of their respective Land Parcels, and unconditionally grant to unto and in favour of the Developer the irrevocable powers stated in the **Fifth Schedule** hereunder written, and further the Owners have on the Execution Date also granted several irrevocable powers in favour of the Developer and/or the nominee(s) of the Developer by way of separate power(s) of attorney, each with the intent and purpose that each of the Owners shall be bound by each of the acts done, executed and performed by the Developer in pursuance of such powers, and further each of the Owners hereby ratify and confirm and agree to ratify and confirm to be bound by all and whatsoever the Developer shall do or cause to be done in exercise of all the powers granted under these presents and/or in pursuance hereof, it being further agreed and understood that the grant of the aforesaid powers by the Owners shall not in any manner derogate from and/or absolve the Owners of any of their several obligations.

8.1.2 Each of the Owners hereby agree to execute and register further requisite documents, including specific power(s) of attorney as may be required by the Developer from time to time, it being agreed that in the event any of the abovementioned powers/authorities are granted/delegated by the Developer to any nominee(s) of the Developer, then the Developer shall keep the Owners indemnified against any loss and damage that may be suffered or incurred or sustained by the Owners due to any established prejudicial acts of such nominee(s) of the Developer.

8.1.3 Each of the Owners acknowledge and accept that on and from the Execution Date, and further by virtue of this Agreement, the Developer has acquired a substantial interest and right in each of the respective Land Parcels of the concerned Owners, and thus, each of the powers granted in favour of the Developer including those under these presents as also under the abovementioned and several other powers of attorney that may be executed from time to time, being coupled with interest and consideration, are and shall at all times remain irrevocable.



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8.1.4 It is further agreed and understood that the powers granted by the Owners to the Developer shall not absolve the Owners from their respective liability and responsibility to make, file and obtain necessary sanctions, permissions etc., save those which are exclusive responsibility of the Developer, and to do, execute and perform such acts, deeds and things as may be requested from time to time by the Developer, as also to fulfill and perform each of their several obligations and duties as stipulated in this Agreement.

8.1.5 It is further clarified and understood that despite the grant of the aforesaid authorities in favour of the Developer, the Owners shall, as and when requested by the Developer, themselves sign, execute and register/ lodge for registration such deeds, documents, applications, etc. as may be requested from time to time by the Developer.

8.2 Owners' Authorised Representative

8.2.1 Each of the Owners, vide respective resolutions passed in their respective board meetings and shareholders' meetings and/or partners' meetings, as the case may be, have jointly and/or severally authorized and empowered the Owners' Authorised Representative to take all decisions etc. for and on behalf of each of the Owners, each of which decisions shall be final, conclusive and binding on each of the Owners.

8.2.2 The Owners' Authorised Representative shall also be present, as and when requested by the Developer, for the execution and registration of any deeds, documents, applications etc.

8.2.3 Any notice given to any of the Owners' respective Authorised Representative shall be deemed to have been given/issued to the Owners.

8.2.4 The Owners shall be entitled to replace the Owners' Authorised Representative by a notice in writing, duly received by the Developer, provided that all the acts, deeds, things etc. done, executed and performed by the outgoing Owners' Authorised Representative shall continue to bind each of the Owners.

Article 9 Title of the Land Parcel(s)

9.1 The Owners have confirmed that, the title of the Owners' with respect to their respective Land Parcel is free from all encumbrances and further the Developer on being prima facie satisfied with the title of the Owners have entered into this Agreement. However, the Owners shall always be responsible towards title of the Subject Land.

9.2 The entering into the transaction stated herein and/or the conduct of the due-diligence investigations shall not derogate from the rights of the Developer under this Agreement, nor from any future claims of the Developer in respect of any defects, issues etc. or the failure of the Owners to meet any obligation under this Agreement.

9.3 In the event at any time any of the Parties hereto become aware of any Encumbrance to and/or defect in the title of and/or any other issue pertaining to any of the Land Parcels and/or in the event any Encumbrance(s) and/or defect(s) in the title of any Land Parcel and/or any other issue is ascertained by the Developer, the concerned Party shall immediately inform any of the Owners' Authorised Representative or the Developer, as the case may be, of the same.



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- 9.4 In the event the Developer is of the opinion that any Encumbrance to/over and/or title defect and/or any other defect, issue etc. in any of the Land Parcels severally or materially affects the rights and/or interests of the Developer, the Parties shall mutually discuss the mode, manner and the time period within which such Encumbrance and/or defect and/or issue is to be resolved/rectified by the Owners at the cost and expense of the Owners, such that the rights and interests of the Developer to/over the Subject Land as also the right of the Developer to develop and deal with the Project is and remains unhindered and without any Encumbrance. The Owners shall resolve/rectify such Encumbrance(s) and/or defects to the satisfaction of the Developer ("Title Rectification") within the aforesaid mutually agreed time period ("Rectification Period").
- 9.5 Without prejudice to the rights of the Developer including those as stipulated in Article 15 hereinbelow as also the obligation of the Owners as stipulated herein, in the event the Owners fail and/or neglect to carry out the Title Rectification within the Rectification Period, the Developer shall be entitled, as the constituted attorney and agent of each of the Owners, to do, execute and perform at the cost, expense, risk and liability of the Owners, such acts, deeds and things for and behalf of each of the Owners, to carry out such Title Rectification including but not limited to executing and registering necessary deeds and documents, and on and from the Execution Date, each of the Owners appoint the Developer as their respective constituted attorney and authorized representative, *inter alia* for the aforesaid purpose in respect of each of their respective Land Parcels, and unconditionally grant to, unto and in favour of the Developer irrevocable powers in respect thereof. Each of the Owners shall be bound by each of the acts done, executed and performed by the Developer in pursuance of these powers, and further each of the Owners, ratify and confirm and agree to ratify and confirm and to be bound by all and whatsoever the Developer shall do or cause to be done in pursuance of the aforesaid powers.
- 9.6 In the event that the encumbrance and/or defect is not resolved/rectified to the satisfaction of the Developer within the Rectification Period and the Developer determines that the encumbrance and/or defect is material, then it may exercise the right to terminate this Agreement, which would entail the consequences enumerated in Article 15 hereinbelow.

Article 10 Documentation

- 10.1 The Developer shall have the right to enter into, sign, execute and deliver all documents, deeds, etc. for the sale/Transfer etc. of any space, area, unit, open or covered area(s), etc. and/or for granting any manner of right or interest in/to and/or the permission to use any space or area (open or covered) at any part or portion of the Project in terms of these presents and/or in respect of any part or portion of the Subject Land, each in its own name, in such a manner as the Developer may determine, at its sole and absolute discretion.
- 10.2 The format and contents of each of the agreements, deeds, documents etc. pertaining to the Transfer/alienation of any part or portion of the Project shall be such as determined by the Developer, it being agreed that the conveyance in favour of the Intending Transferee(s) shall be executed only after completion of the Project.



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Article 11

Management and maintenance of the Project

- 11.1 It is agreed that the Developer shall manage, maintain and administer the Project until formation of the Organisation, and after formation of the Organisation, the management and maintenance of the Project shall be entrusted to the Organisation subject to and in accordance with the terms in respect thereof as stipulated by the Developer.

Article 12

Other terms and conditions

- 12.1 Each of the Owners confirm that none of the Owners have any objection on any ground whatsoever or howsoever to the Developer developing the Abutting Land with the Abutting Land Owners, or to the understanding arrived at between the Developer and the Abutting Land Owners in respect of development of the Abutting Land, and the Developer will ensure that the Abutting Land Owners cause no obstruction or hindrance in the development of the Project, and thus each of the Owners covenant and undertake not to set up/make/initiate any action, claim, demand etc. contrary to the aforesaid, it being clarified that the Owners shall not be entitled to any part or portion of the revenues, sale proceeds etc. that may be generated from the development of the Abutting Land and/or the portion of the Project situate/constructed thereon.

Article 13

Representations and warranties

- 13.1 Each Party hereby represents and warrants to the other Parties as under:
- 13.1.1 it is respectively duly organized and validly existing under the laws of India, and respectively has the full power and authority to enter into this Agreement and to perform its respective obligations under this Agreement; and
- 13.1.2 the execution and delivery of this Agreement and the performance by each Party of its respective obligations under this Agreement has been duly and validly authorised by all necessary corporate actions on the part of such Party, and if called upon, each Party(ies) shall provide copies of all documents in support thereof to the other Party(ies); and
- 13.1.3 this Agreement constitutes a legal, valid and binding obligation of each Party enforceable against it in accordance with its terms; and
- 13.1.4 the execution, delivery and performance by each Party of this Agreement and the acts and transactions contemplated hereby do not and will not, with or without the giving of notice or lapse of time or both, violate or conflict with or require any consent under or result in a breach of or default under:
- i) Applicable Law; and/or
 - ii) any order, judgment or decree applicable to it; and/or
 - iii) any term, condition, covenant, undertaking, agreement or other instrument to which it is a party or by which it is bound; and/or
 - iv) any provision of its respective memorandum and articles of association, if any, or any other similar constitutional documents.



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13.2 Each of the Owners while repeating, reiterating and confirming each of the representations and warranties enumerated in Recital A of this Agreement, further represent, undertake and warrant the following, it being acknowledged by each of the Owners that the Developer considers the accuracy of the representations and warranties made/given by the Owners to be an important and integral part of this Agreement, and the Developer has entered into this Agreement in reliance thereof, thereof:-

- i) that the entirety of the Subject Land is held and/or owned by the concerned Owners in compliance with all applicable land laws including but not limited to the applicable land ceiling limits prescribed under the several statutes, and further the title of each of the concerned Owners to their respective Land Parcels comprising the Subject Land is free, clear, unencumbered and marketable; and
- ii) that each of the concerned Owners respectively have the full right and absolute power and authority to deal with their respective Land Parcels comprising the Subject Land; and
- iii) that there is no embargo on any of the Owners from dealing with their respective Land Parcels comprising the Subject Land and/or from Transferring and/or alienating the same in any manner whatsoever or howsoever; and
- iv) that each of the concerned Owners are in compliance in all respects with all the terms and conditions contained in each of their respective concerned Title Deeds, and the applicable stamp duty on each of such documents has been duly paid, with each of such documents having been duly registered with the registrar of competent jurisdiction pursuant to the applicable requirements under the Indian Registration Act, 1908; and
- v) that save and except the concerned respective Owners, no other Person and/or Third Party has any manner of right or title or interest or claim or demand over or in respect of any of the Land Parcels comprising the Subject Land and/or any part or portion thereof; and
- vi) that none of the Owners have dealt with any part or portion of their respective Land Parcels, and further none of the Owners have in any manner created any Third Party right or title or interest or Encumbrance therein/thereon, or entered into any agreement, contract etc. in respect thereof; and
- vii) that no part or portion of any of the Land Parcels is nor ever was the subject of any acquisition and/or alignment by any Governmental Authority and/or anybody and/or authority, statutory or otherwise, and further none of the Owners nor their respective predecessors-in-interest/ title have/had received any notice of acquisition and/or alignment in respect of any part or portion of their respective Land Parcels comprising the Subject Land, and there are no claims from any authority nor are there any proceedings pending nor have any proceedings in relation thereto been initiated by any Person and/or under any Applicable Law, and the Owners are neither aware of nor have knowledge of any circumstances or facts or matters which are likely to give rise to any such notices or claims or proceedings; and



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- viii) that neither any of the Title Deeds nor any other document in respect of any part or portion of any of the Land Parcels have/had been deposited in favour of any Third Party or Person with the intention of creating an equitable mortgage or as security for performance of any act or for payment of any money or otherwise; and
- ix) that each of the respective Land Parcels are free from any land charge, and all the Outgoings (save and except the rates and taxes payable to the Bidhan Nagar Municipal Corporation) have been paid in full by the concerned Owners till the Execution Date, and the Owners covenant and undertake to make payment of the rates and taxes payable to the Bidhan Nagar Municipal Corporation as soon as the demand for the same is raised by the said corporation, and each of the Owners shall keep the Developer fully safe, harmless and indemnified in respect thereof; and
- xiii) that there is no manner of boundary dispute in respect of any of the Land Parcels; and
- xiv) that no Person(s) whatsoever has/have ever claimed any right of pre-emption over or in respect of any of the Land Parcels or any part thereof, and there are no outstanding actions, claims or demands from/with any Third Party in respect of any Land Parcel; and
- xv) that no part or portion of any of the Land Parcels was or is subject to any attachment under the provisions of the Public Demand Recovery Act, 1913 and/or under the Income Tax Act, 1961 and/or under any statute (central or state or local) for the time being in force; and
- xvi) that no right or easement that may be required for execution of the Project and/or appurtenant to and/or benefitting each of the Land Parcels is restricted in any manner, and such rights and easements are enjoyed freely without interruption and without restrictions as to hours of use or otherwise, and no Person or Governmental Authority has any right to terminate or curtail a right or easement appurtenant to or benefitting any of the Land Parcels; and
- xvii) that none of the Owners hold any excess land under the provisions of any statute (central or state or local); and
- xviii) no part or portion of any of the Land Parcels has ever been vested or been the subject matter of any vesting proceedings; and
- xix) that the provisions of the East Kolkata Wetlands (Conservation and Management) Act, 2006, do not apply to any of the Land Parcels; and
- xx) that there are no legal or other proceedings pending in respect of any part or portion of any of the Land Parcels, nor have any of the Owners and/or their respective predecessors-in-interest/title received any written threat of any such proceeding(s), and there are no unfulfilled or unsatisfied judgments, injunctions or attachments, court orders, debts, notices etc.; and
- xxi) that, no other means of access to the Subject Land is shared with or subject to rights of determination or requires payment to any Third Party; and



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- xxii) that there is no impediment in carrying out the mutation and/or Conversion of any of the Land Parcels; and
- xxiii) that the Subject Land is capable of being developed as a composite unit including by way of consolidation of each of the Land Parcels into one amalgamated land parcel and/or by way of amalgamation/consolidation with the Abutting Land and/or any part or portion thereof; and
- xxiv) that each of the concerned Owners have respectively been in and continue to be in continuous peaceful, vacant and physical possession of their respective Land Parcels, without any hindrance or impediment; and
- xxv) that as on the Execution Date there is no water body or pond or wetland within the Subject Land or any part or portion thereof; and
- xxvi) that no Third Party has claimed or acquired any manner of right in any of the Land Parcels by way of adverse possession or otherwise; and
- xxvii) that none of the Land Parcels are subject to any covenants, restrictions, stipulations, easements, options, rights of pre-emption, adverse estate, right or interest, licenses, grants, exceptions or reservations or other such rights (whether legal or equitable), the benefit of which is vested in or is intended to vest in Third Parties or is subject to any other rights or arrangement in favour of any Third Party (whether in the nature of a public or private right or obligation), and further there is no agreement to create the same; and
- xxviii) that no part or portion of the Subject Land is affected by any notice or scheme of any local development authority or Governmental Authority; and
- xxix) that compliance is being made and has at all times been made and shall be continued to be made with all Applicable Laws, statutes, by-laws, permits, obligations, statutory instruments and requirements with respect to each of the Land Parcels, its ownership, rights, title and interest, occupation, possession and use; and
- xxx) that there is no matter which may adversely or materially affect the value of any of the Land Parcels and/or the development, usage or enjoyment of any of the Land Parcels, or cast any doubt on the rights granted to the Developer in terms hereof; and
- xxxi) that there are no outstanding or pending actions, disputes, claims or demands of any description whatsoever or howsoever in relation to the Subject Land including but not limited in respect of the title of/ or each of the Land Parcels and/or the use thereof, and the Owners are neither aware of nor have knowledge of any circumstances or facts or matters which are or could be likely to give rise to any actions, disputes, claims or demands of any description whatsoever; and
- xxxii) that there is no order of any court or of any other statutory authority prohibiting sale and/or Transfer and/or alienation of any part or portion of any of the Land Parcels; and
- xxxiii) that each of the Owners shall comply with all Applicable Laws, regulatory requirements, standards, guidelines and codes of practice in connection with the



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performance of their obligations under this Agreement, and further shall not do or permit anything to be done which may cause or otherwise result in a breach of this Agreement or cause any detriment to the transaction stated herein; and

- xxxiv) that there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, suits, claims, actions, governmental or other investigations, complaints, grievances, inquiries, orders, judgments or decrees of any nature made, existing or pending before any court, tribunal, statutory or governmental body, department, board or agency in respect of and/or over any part or portion of any of the Land Parcels, nor have any of the Owners and/or their respective predecessors-in-interest/ title received any written notice of any of the aforesaid and/or any other notice which may prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, or the transactions stated herein and/or which may enjoin, restrict or prohibit the performance by the Owners of their respective obligations under this Agreement and/or prevent the Owners from fulfilling their obligations set out in this Agreement and/or arising from this Agreement and/or which may in any manner affect or impact the Subject Land and/or the rights granted herein; and
- xxxv) that there is no dispute, issue etc. with any tax authorities and/or any official department(s), in India or elsewhere, which may in any manner affect or impact any of the Land Parcels and/or the rights granted herein, and none of the Owners are aware of any facts which may give rise to such dispute, issue etc.; and
- xxxvi) that no notice, order, judgment, demand or letter requiring the taking of remedial or other action has been served on or received by any of the Owners, which may in any manner affect or impact any of the Land Parcels and/or the rights granted herein; and
- xxxvii) that each of the Owners have a clear and unencumbered right to develop and deal with, Transfer, sub-lease, assign, alienate, mortgage, Encumber their respective right and interest in/over/in respect of their respective Land Parcels and every part and portion thereof and the structures to be constructed thereon in such a manner as the Developer may determine, without payment of any premium/consideration to any authority/body, Third Party, Person etc.; and
- xxxviii) that in relation to each Land Parcel:
- a) save and except construction of the boundary wall no activities including any construction and/or development activities have been undertaken;
 - b) all the terms and conditions in relation to each Land Parcel are respectively contained in their respective Title Deeds and there are no other agreements, documents or letters relating to or affecting the same;
 - c) each of the concerned Owners have in their respective possession, all the original deeds, documents and writings which are necessary to prove their respective right, title and interest to their respective Land Parcels;
 - d) the Owners have not received any communication and/or notice from any Governmental Authority which has the effect of or would or could have the effect of impacting the rights of the Owners to their respective Land Parcel, as



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the case may be, in any manner whatsoever, and further the Owners are neither aware of nor have any knowledge of any circumstances or facts or matters which are likely to give rise to the issuance of any such communication and/or notice;

- e) none of the Owners have made and/or submitted (whether in writing or orally) any undertakings, affidavits, indemnities, representations, etc. to any Governmental Authority and/or any Third Party in respect of any part or portion of any Land Parcel by virtue whereof any manner of Encumbrance may have been created over/in respect of any part or portion of any of the Land Parcels;
 - f) no application has been made or filed for sanction of any plan;
 - g) save the rates and taxes payable to the Bidhan Nagar Municipal Corporation, as on the Execution Date, no amount is due and payable to any Governmental Authority on any account whatsoever or howsoever;
 - h) there is no pending liability in respect of any part or portion of any of the Land Parcels;
 - i) no Person has challenged the right, title and interest of any of the Owners to any part or portion of their respective Land Parcels on any ground whatsoever, and the Owners are neither aware of nor have any knowledge of any circumstances or facts or matters which are likely to give rise to any challenge; and
- xxxix) that none of the Owners shall do any act, deed or thing whereby the Owners or the Developer are in any manner prevented from performing their respective obligations herein and/or which may affect the proposed development of the Project; and
- xl) that each of the representations and warranties contained herein and/or recorded anywhere in this Agreement are true and correct and shall survive and subsist at all times, and are not/shall not be diluted or qualified by any due diligence exercise that may have been/shall be conducted or undertaken by the Developer.

Article 14

Title Deeds

- 14.1 It is recorded that simultaneously with the execution of these presents, each of the concerned Owners have handed over to the Developer, represented by Mr. Surendra Kumar Dugar, son of Late J.M. Dugar, working for gain at 1002 E.M. Bypass, Front Block, Kolkata - 700 105, the originals of each of their respective Title Deeds as and by way of security to *inter alia* enable the Developer to deposit the same for creation of equitable mortgage by deposit of title deeds in terms of these presents. In case the Developer fails to repay the loan to the financial institution the Developer shall be liable to obtain NOC from the bank/financial institution with respect to Owners' Share and shall also be liable to compensate the Owners' and shall keep indemnified the Owners of and from all loss and damage as to be accrued with regard thereto.



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Article 15
Defaults and consequences

15.1 Owners' Event of Default and consequences

15.1.1 Owners' Event of Default

In addition to and without prejudice to any of the events stipulated in this Agreement as being an event of default committed by the Owners, the occurrence of any of the following events by any of the Owners shall be deemed to be an event of default by the Owners ("Owners' Event of Default"):-

- 15.1.1.1 any of the Owners fail to fulfill any of their obligations stipulated in this Agreement to the satisfaction of the Developer within the respective time period(s) stipulated for the same;
- 15.1.1.2 on it being ascertained by the Developer that any part or portion of any Land Parcel is not free from Encumbrance(s) and/or the title thereof is not clear and/or marketable and/or the same suffers from any defect, issue etc. as ascertained by the Developer;
- 15.1.1.3 failure of the Owners to carry out the Title Rectification within the Rectification Period to the complete satisfaction of the Developer;
- 15.1.1.4 any of the Owners commit any default or breach of any of the covenants and/or undertakings contained in this Agreement and/or of any provision of this Agreement whether by way of any acts of omission or commission;
- 15.1.1.5 any misrepresentation made by any of the Owners;
- 15.1.1.6 any wilful misconduct by any of the Owners;
- 15.1.1.7 any change in the constitution and/or the shareholding pattern and/or the control of any of the Owners without the prior written consent of the Developer, such that [•] together with his respective nominees, associates etc. no longer directly or indirectly controls 51% (fifty one percent) of the shareholding of each of the Owners;
- 15.1.1.8 any of the Owners has:
 - 15.1.1.8.1 a liquidator or provisional liquidator appointed over its assets or undertaking or any part of them; and/or
 - 15.1.1.8.2 ceased to pay its debts or suspended payment generally or would cease to carry on its business or become or be unable to pay its debts as and when they become due and payable; and/or
 - 15.1.1.8.3 an order of bankruptcy, dissolution, liquidation or winding-up being passed against it; and/or
 - 15.1.1.8.4 entered into or resolved to enter into an arrangement, composition or compromise with, or assignment for the benefit of its creditors



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generally, or any class of creditors, or proceedings are commenced to sanction such an arrangement, composition or compromise other than for the purposes of a bona fide scheme of reconstruction or amalgamation with the prior written consent of the Developer,

it being clarified that any acts of commission or omission by any one of the Owners and/or by the men, servants, employees, personnel etc. of any of the owners shall be deemed to be acts of commission or omission, as the case may be, by each of the Owners.

15.1.2 Consequences on the occurrence of an Owners' Event of Default

15.1.2.1 Upon the occurrence of an Owners' Event of Default, at the sole and exclusive option of the Developer, the Developer shall be entitled to:

either:

grant such period to the Owners, as the Developer may ascertain to enable the Owners to remedy/cure the breach or default to the satisfaction of the Developer ("Owners' Cure Period");

or

terminate this Agreement,

it being agreed and understood that the Developer shall also be entitled to terminate this Agreement on the failure of the Owners to remedy/cure the Owners' Event of Default to the satisfaction of the Developer within the Owners' Cure Period.

15.1.2.2 Upon the Developer exercising the option to terminate this Agreement, then within a maximum period of 120 (one hundred and twenty) days of the Developer calling upon the Owners' Authorised Representative ("Repayment Period"), the Owners shall be bound and obliged to and undertake to refund to the Developer the entirety of the Security Deposit as also each of the further/other amounts that may till then have been expended/dispensed by the Developer together with all costs and expenses incurred by the Developer in pursuance of this Agreement, each together with Interest thereon to be calculated from the date on which the concerned sum/amount was so disbursed/spent by the Developer till the date of receipt thereof by the Developer to the satisfaction of the Developer (collectively "Developer's Dues").

15.1.2.3 Upon the failure of the Owners to make payment of the Developer's Dues within the Repayment Period, the Developer shall have the right, without being obliged to give any notice to the Owners and/or to the Owners' Authorised Representative, and without the intervention of any court of competent jurisdiction; to invoke and adjust the Security in such a manner as may be determined by the Developer in lieu of complete or part satisfaction of the Developer's Dues, as the case may be, and each of the Owners hereby and hereunder:-

- i) waive, of their own volition, the obligation of the Developer to issue any further notice to the Owners and/or to the Owners' Authorised Representative after expiry of the Repayment Period; and
- ii) accept and consent to the aforesaid right of the Developer, and undertake and covenant not to make/raise/set up any claim, demand or action contrary thereto on



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any ground whatsoever or howsoever.

15.2 Developer's Event of Default and consequences

15.2.1 Developer's Event of Default

Any of the following shall be deemed to be an event of default by the Developer under this Agreement ("**Developer's Event of Default**"):-

- 15.2.1.1 the Developer fails to take any steps in respect of the Project for 3 (three) months from date of sanction of plan and all other clearances for commencement of construction and/or work on the Project stops/is stopped by the Developer for 3 (three) months continuously despite the Owners having fulfilled and complied with each of their obligations as stipulated herein to the satisfaction of the Developer, each of the above being subject to and without prejudice to the provisions of Article 9;
- 15.2.1.2 the Developer fails to commence construction of the project within 2 years from the date of execution of the Agreement.
- 15.2.1.3 any change in the constitution and/or shareholding pattern of the Developer such that Mr. Surendra Kumar Dugar, son of Late J. M. Dugar, working for gain at 1002 E.M. Bypass, Front Block, Kolkata - 700 105 together with his nominees, associates etc. no longer directly or indirectly controls 51% (fifty one percent) of the shareholding of the Developer;
- 15.2.1.4 the Developer has an order of bankruptcy, dissolution, liquidation or winding-up being passed against it.

15.2.2 Consequences on the occurrence of a Developer's Event of Default

- 15.2.2.1 Upon the occurrence of a Developer's Event of Default the Developer shall within 45 (forty five) days of receipt of a written notice from the Owners' Authorised Representative cure or remedy the Developer's Event of Default ("**Developer's Cure Period**") provided however that if such default has been caused due to the occurrence of a Force Majeure event and/or circumstances beyond the control of the Developer, the Developer's Cure Period shall commence only after expiry of the concerned Force Majeure event and/or resolution of the intervening circumstance.
- 15.2.2.2 In the event the Developer's Event of Default is not timely cured as provided in Clause 15.2.2.1 hereinabove, the Owners may terminate the Agreement by giving the Developer 30 (thirty) days written notice of such termination.
- 15.2.2.3 In the event of the Owners exercising the right to terminate this Agreement under Clause 15.2.2.2 above, the Owners shall refund to the Developer the entirety of the Security Deposit after deducting a sum of Rs.10,00,000/- (Rupees ten lac) as liquidated damages, within 30 (thirty) days from the date of such termination, delay/failure whereof shall make the Owners liable to pay Interest thereon.



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15.3 Termination of the Agreement

- 15.3.1 It is agreed and understood between the Parties that this Agreement shall terminate only after the Developer has certified receipt, to its satisfaction, of the entirety of all its dues, and until such termination, the Developer shall continue to enjoy all rights in respect of the Subject Land, with each of the Owners being bound by each of the covenants, undertakings, restrictions, prohibitions, etc. stipulated herein, it being clarified for the avoidance of any doubt that mere exercise by the concerned Party of its intent to terminate this Agreement as stipulated hereinabove shall not be deemed to be and/or be construed as termination of the Agreement, and furthermore only upon the Developer certifying receipt of all its dues as stated hereinabove, all permissions, clearances and plans procured by the Developer in respect of the applicable portion of the Subject Land will become the property of the Owners.
- 15.3.2 It is further agreed and understood that termination of this Agreement on any ground shall not release the Parties from any liability which at the time of termination had already accrued or which thereafter may accrue in respect of any act or omission prior to such termination.

Article 16 Mutual covenants

- 16.1 Each of the Parties agree that if at any time during the continuance of this Agreement, the subsistence of any Force Majeure event and/or any event/ circumstance which is beyond the control of the Developer for a continuous period of 90 (ninety) days makes it impossible for the Developer to commence and/or proceed with the Project and/or to perform this Agreement, each as determined by the Developer, then the Developer shall have the right, but not the obligation, to exercise the rights stipulated herein, and further the Developer shall inform the Owners' Authorised Representative of the same in writing, whereupon each of the Parties shall use reasonable efforts to mitigate and overcome the aforesaid events, if possible and/or practicable, and shall co-operate with each other to develop and implement a remedial plan and reasonable alternative measures to remove the effects of the aforesaid. However, should any such event continue for a period of at least 30 (thirty) days, the Parties shall consult each other regarding the further implementation of this Agreement provided always that in such an eventuality if an agreed arrangement is not arrived at within a period of 45 (forty five) days from the expiry of the aforesaid period of 90 (ninety) days, the Developer shall be entitled to terminate this Agreement.
- 16.2 Upon termination of this Agreement in pursuance of Clause 16.1 above, then within the Repayment Period, the Owners shall be bound and obliged to and undertake to refund to the Developer the entirety of the Security Deposit and to further reimburse to the Developer 50% (fifty percent) of the actual costs and expenses incurred/expended by the Developer in developing any part or portion of the Subject Land and/or towards any construction work undertaken by the Developer at/on any part or portion of the Subject Land.
- 16.3 It is agreed and understood that in the event any part or portion of any Land Parcel is acquired/vested by/in favour of any Governmental Authority provided that such acquiring/vesting has not been occasioned or caused by any of the Owners, then the compensation/award that shall be received as a consequence of such acquisition/vesting shall at the first instance belong to the Developer to be applied towards refund to the Developer of the Security Deposit together with all costs, expenses etc. expended/incurred



Additional District Sub-Reg...
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by the Developer till the date of such award, and only thereafter, the balance, if any remaining, shall belong to the Owners, but without prejudice to the right of the Developer to claim and recover from the Owners and the obligation of the Owners to pay to the Developer, any further costs, expenses etc. not received/accounted for.

Article 17 Indemnity

- 17.1 In addition to and without prejudice to the indemnity obligations of the Owners as enunciated/stipulated anywhere in this Agreement, each of the Owners hereby jointly and severally agree to indemnify, defend and hold harmless the Developer against and in respect of any and all liabilities, losses, costs, damages, commissions and/or expenses (together with reasonable attorney's fees and disbursement), which may be suffered or sustained by the Developer by reason of: (i) the non-performance and non-observance of any of the terms or conditions of this Agreement by any of the Owners; and/or (ii) acts of willful negligence or intentional misconduct by any of the Owners; and/or (iii) breach of the provisions of this Agreement by any of the Owners; and/or (iv) any representation and/or warranty made/given by any of the Owners found to be misleading or untrue or any breach by any of the Owners of any representation and/or warranty contained in this Agreement; and/or (v) any Third Party demand or claim or action in respect of any part or portion of the Subject Land; and/or (vi) any Encumbrance on and/or defect in the title and/or any issue or any claim or demand or legal proceeding in respect of/to any part or portion of the Subject Land; and/or (vii) acquisition and/or requisition and/or attachment and/or vesting of any part or portion of any Land Parcel; and/or (viii) failure by/of any of the Owners to fulfill their obligations under any Applicable Law and/or under this Agreement and/or on account of any claims, damages, payments, charges expenses or recoveries of any kind whatsoever in respect of the Subject Land; and/or (ix) any inter se disputes between any of the Owners on any ground whatsoever or howsoever.
- 17.2 It is clarified that the invocation of indemnity by the Developer against any one of the Owners shall not absolve the other Owner from its respective liability towards the Developer.
- 17.3 The Developer shall remain liable and responsible for due compliance of/with all statutory requirements, whether local, state or central in respect of the construction, development and completion of the Project and/or for any accident and/or mishap which may take place while undertaking the construction and completion of the Project and the Developer shall keep the Owners safe, harmless and indemnified from ~~and~~ against all costs, charges and losses that may be sustained or incurred by the Owners in respect thereof provided that the Developer shall not be liable or responsible ~~for~~ any accident and/or mishap caused due to any internal work permitted by the Developer to be carried out by any Intending Transferee, for which such Intending Transferee shall be and shall remain liable and responsible.

Article 18 Governing Law

- 18.1 This Agreement shall be governed by and construed in accordance with the laws of India, and the courts at Kolkata shall have the sole and exclusive jurisdiction for all matters pertaining to and/or arising from this Agreement.



Additional District Superintendent
Rajarhat, New Town, North, 24-Pgs

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Article 19
Notice

- 19.1 All routine correspondence may be carried on by electronic mails, letters, or over telephone. However, each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party to the attention of and at its address by registered post/speed post with acknowledgement due or by electronic mail as set out below (or such other address or electronic mail id as the addressee has by 5 (five) days' prior written notice specified to the other Parties). Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered: (a) if delivered in person or by messenger, when proof of delivery is obtained by the delivering Party; (b) if sent by post, on the 5th (fifth) day following posting; (c) if given by electronic mail, on the date of dispatch.
- 19.2 The initial address, electronic mail id and telephone number of the Parties for the purposes of this Agreement is as follows:

Owners

Attention : **Mr. Manoj Kumar Jain**
Address : 238, C. R. Avenue, Bendon Street, Kolkata-700006
Email : manojjains1964@gmail.com
Telephone : +919830544111

Developer

Attention : Mr. Saurav Dugar
Address : 1002 E.M.Bypass, Kolkata- 700105
Email : saurav@psgroup.in
Telephone : + 91 9831052524

Article 20
Miscellaneous

20.1 Assignment

None of the Owners shall be entitled to assign or Transfer all or any of their respective rights and/or novate any of their respective obligations under this Agreement to any Third Party without the prior written consent of the Developer. Further, the Developer shall also not be entitled to assign or Transfer all or any of its rights and/or novate any of its obligations under this Agreement to any Third Party without the prior written consent of the Owners' Authorised Representative. For the avoidance of doubt it is clarified that the exercise by the Developer of the specific rights granted elsewhere in this Agreement including but not limited to those stipulated in Clause 2.6 shall not be treated and/or construed as a breach of this covenant by the Developer.

20.2 Binding Effect

All the terms and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors-in-interest and permitted assigns of each of the Parties.



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20.3 Severability

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such, and in the event of any obligation or obligations being or becoming unenforceable in whole or in part, or to the extent that any provision of this Agreement is invalid or unenforceable or is prohibited by law, it shall for all purposes be treated as severed from this Agreement and ineffective to the extent of such invalidity or unenforceability, without in any manner affecting the remaining provisions hereof, which shall continue to be valid and binding, and the Parties shall negotiate in good faith to substitute the obligation/provision determined as being invalid or unenforceable, with such an obligation/provision which is as close as possible to the original intent of the Parties.

20.4 Waiver

No waiver of any term or condition or provision of this Agreement or of any breach of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision or breach, being the Owners' Authorised Representative in the case of the Owners. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by any other Party of any provision hereof shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other provisions hereof.

20.5 Entire Agreement

This Agreement constitutes and sets forth the entire agreement between the Parties, and supercedes all earlier understandings (written or otherwise) between the Parties in respect of the Subject Land, it being further clarified that all documents executed in writing in pursuance hereto and/or simultaneously hereto, whether registered or unregistered, shall be deemed to form and comprise an integral and inseparable part of this Agreement.

20.6 Amendment

No modification or amendment to this Agreement shall be valid or binding unless made in writing and duly executed by each of the Parties.

20.7 Relationship

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto, and each Party shall have the authority to bind or shall be deemed to be the agent of the other only in the manner specifically provided herein, it being clarified and understood that the Developer has not been appointed as an agent or contractor of the Owners (save as specifically stated herein), but to the contrary has been granted independent valuable rights and interest in/over each of the Land Parcels by virtue of and/or under these presents.



Additional Charge
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20.8 Independent Rights

Each of the rights of the respective Parties under this Agreement are independent, cumulative and without prejudice to all other rights available to each of them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

20.9 Covenants Reasonable

Each of the Parties agree that having due regard to all the circumstances, the covenants contained herein are reasonable and necessary for the protection of the Parties.

20.10 Costs and Expenses

20.10.1 All costs, charges and expenses towards stamp duty and the registration charges payable on this Agreement shall be paid and borne by Developer.

20.10.2 In the event any statutory taxes and/or fees are payable by the Owners in relation to the development and/or implementation of the Project, the same shall be borne and paid respectively by the Owners.

20.10.3 Each Party shall pay and bear the respective taxes payable by it, arising from or in respect of this Agreement, and shall keep each of the other Parties safe, harmless and indemnified in respect thereof.

20.11 Third Party Benefit

Nothing herein expressed or implied is intended to, nor shall it be construed to confer upon or give to any Third Party, any right, remedy or claim under or by reason of this Agreement or any part hereof.

20.12 Further Assurance

The Parties to this Agreement have negotiated in good faith. Each Party shall co-operate with each other, and execute and deliver such instruments and documents and take such other actions as may be reasonably requested from time to time by any Party in order to carry out, evidence and confirm their rights and the purpose of this Agreement.

20.13 Counterparts

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed to be an original, but all of which will constitute one and the same instrument.



ADDITIONAL DISTRICT SUPERINTENDENT OF PRISONS
Rajamal, New Town, North 24-Pgs

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**The First Schedule Above Referred To
(Subject Land)**

Land situate at Mouza Thakdari, Police Station Rajarhat, Additional District Sub-Registrar, Rajarhat, J.L. No. 19, Touzi No. 145, District 24 Parganas (North)			
Sl No.	Khatian No	Dag No	Area in Decimal
1	2259	1359	10.1000
2	2261	1359	10.1000
3	2264	1359	10.1000
			30.30

**The Second Schedule Above Referred To
(Abutting Details)**

Land situate at Mouza Thakdari, Police Station Rajarhat, Additional District Sub-Registrar, Rajarhat J.L. No. 19, R.S. 216, Touzi No. 145, District 24 Parganas (North)									
Sl No.	Owner	L.R. Dag No.	L.R. Khatian No.	Purchased Area (Decimals)	Total Area (Decimals)	Registry Office	Date Of Deed	Deed No.	DEEDS DETAILS
1.	Akhandjyoti Reuleon LLP	1356	2307	0.2517	11.9723	Additional Registrar of Assurances ("A.R.A") - IV, Kolkata	12 th August, 2016	190407659/2016	Book No. 1, CD Volume No. 1904-2016, Pages 283611 to 283633
		1356		0.4374		A.R.A - IV, Kolkata	29 th September, 2016	190409366/2016	Book No. 1, CD Volume No. 1904-2016, Pages 346238 to 346266
		1356		0.2186		A.R.A - IV, Kolkata	5 th November, 2016	190410357/2016	Book No. 1, CD Volume No. 1904-2016, Pages 383481 to 383505
		1342		4.3380		A.R.A - IV, Kolkata	5 th November, 2016	190410362/2016	Book No. 1, CD Volume No. 1904-2016, Pages 383672 to 383697
		1346		6.7266		A.R.A - IV, Kolkata	5 th November, 2016	190410586/2016	Book No. 1, CD Volume No. 1904-2016, Pages 385320 to 385347
2.	Akhandjyoti Real Estates LLP	1342	2341	5.0000	10.6674	A.R.A - IV, Kolkata	5 th November, 2016	190410356/2016	Book No. 1, CD Volume No. 1904-2016, Pages 333345 to 333368
		1346		5.6674		A.R.A - IV, Kolkata	5 th November, 2016	190410700/2016	Book No. 1, CD Volume No. 1904-2016, Pages 390699 to 390725
3.	Amritlaxmi Vincom Private Limited	1338	1711	4.0000	10.3000	Additional District Sub-Registrar ("ADSR"), Bidhannagar	3 rd August, 2010	07907/2010	Book No. 1, CD Volume No. 13, Pages 6890 to 6903
		1338		6.3000		ADSR, Bidhannagar	3 rd August, 2010	07920/2010	Book No. 1, CD Volume No. 13, Pages 7120 to 7134



RAJAHMUNDRY DISTRICT MILK PRODUCERS' CO-OPERATIVE SOCIETIES UNION LIMITED
RAJAHMUNDRY, N.W.A. TOWN, PIN-521105

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4.	Arrowline Horticulture Private Limited	1347	1985	6.9700	10.2200	A.R.A - II, Kolkata	22 nd January, 2014	00944/2014	Book No. I, CD Volume No. 5, Pages 620 to 641
		1320		1.6250		ADSR, Rajarhat	28 th January, 2014	00840/2014	Book No. I, CD Volume No. 2, Pages 1533 to 1550
		1320		1.6250		ADSR, Rajarhat	14 th February, 2014	01591/2014	Book No. I, CD Volume No. 3, Pages 2714 to 2732
5.	Believer Estate Developer Private Limited	1338	2268	7.2080	11.2080	A.R.A - IV, Kolkata	9 th March, 2016	19042302/2016	Book No. I, CD Volume No. 1904 - 2016, Pages 88330 to 88362
		1354		4.0000		A.R.A - IV, Kolkata	8 th August, 2016	190407478/2016	Book No. I, CD Volume No. 1904 - 2016, Pages 277925 to 277948
6.	Bhagwati Awas Private Limited	1342	2342	5.0000	12.0000	A.R.A - IV, Kolkata	5 th November, 2016	190410390/2016	Book No. I, CD Volume No. 1904 - 2016, Pages 383987 to 384013
		1342		5.0000		A.R.A - IV, Kolkata	5 th November, 2016	190410595/2016	Book No. I, CD Volume No. 1904 - 2016, Pages 385348 to 385374
		1355		2.0000		A.R.A - IV, Kolkata	5 th November, 2016	190410591/2016	Book No. I, CD Volume No. 1904 - 2016, Pages 385396 to 385422
7.	Bhavishya Textile Mills Private Limited	1347	2340	7.5350	11.7188	A.R.A - IV, Kolkata	30 th March, 2017	190402903/2017	Book No. I, CD Volume No. 1904 - 2017, Pages 101804 to 101833
		1333		3.3498		A.R.A - IV, Kolkata	20 th April, 2017	190404017/2017	Book No. I, CD Volume No. 1904 - 2017, Pages 142868 to 142900
		1334		0.8340					
8.	Blue Arrow Nilatan Private Limited	1359	2262	10.1000	10.1000	A.R.A - IV, Kolkata	12 th February, 2016	190401567/2016	Book No. I, CD Volume No. 1904 - 2016, Pages 57091 to 57123
9.	Camellia Vintrade Private Limited	1333	2202	1.0000	8.6660	A.R.A - II, Kolkata	24 th August, 2015	190209234/2015	Book No. I, CD Volume No. 1902 - 2015, Pages 116378 to 116404
		1334		1.6666		A.R.A - II, Kolkata	24 th August, 2015	190209237/2015	Book No. I, CD Volume No. 1902 - 2015, Pages 116318 to 116341
		444		6.0000					
10	Chandrani Vinimay Private Limited	1352	2369	9.3312	12.2565	A.R.A - IV, Kolkata	24 th March, 2017	190402647/2017	Book No. I, CD Volume No. 1904 - 2017, Pages 97338 to 97378
		1353		2.9253		A.R.A - IV, Kolkata	24 th March, 2017	190402648/2017	Book No. I, CD Volume No. 1904 - 2017, Pages 97379 to 97418
	Delightful	1352	2306	3.1104	11.0793	A.R.A - IV,	8 th August,	190407477/	Book No. I, CD



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11	Estate Developers LLP	1351		3.2844		Kolkata	2016	2016	Volume No. 1904 - 2016, Pages 277949 to 277983
		1352		2.4480		A.R.A - IV, Kolkata	5 th November, 2016	190410392/ 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 383953 to 383986
		1353		2.2365					
12	Everblink Highrise Private Limited	1338	2232	3.1410	11.9805	A.R.A - IV, Kolkata	9 th October, 2015	190400991/ 2015	Book No. I, CD Volume No. 1904 - 2015, Pages 32614 to 32644
		1338		2.3550		A.R.A - IV, Kolkata	9 th October, 2015	190400984/ 2015	Book No. I, CD Volume No. 1904 - 2015, Pages 32900 to 32932
		1338		1.9095					
		1339		0.6375		A.R.A - IV, Kolkata	17 th October, 2015	190401258/ 2015	Book No. I, CD Volume No. 1904 - 2015, Pages 43990 to 44027
		1338		2.3919					
		1339		0.7956		A.R.A - IV, Kolkata	8 th March, 2016	190407346/ 2016	Book No. I, CD Volume No. 1904 - 2015, Pages 276810 to 276840
		1339		0.7500		A.R.A - IV, Kolkata	24 th December, 2016	190411859/ 2016	Book No. I, CD Volume No. 1904 - 2017, Pages 36 to 65
13	Everest Pratisthan Private Limited	1339	2199	6.3750	6.3750	A.R.A - II, Kolkata	24 th August, 2015	190209241/ 2015	Book No. I, CD Volume No. 1902 - 2015, Pages 116250 to 11627
14	Gauriputra Developers Private Limited	1359	2253	10.1000	10.1000	A.R.A - IV, Kolkata	2 nd Decemb er, 2016	190401568/ 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 57124 to 57156
15	Gladstone Conclave Private Limited	1350	2230	5.8000	11.6000	A.R.A - IV, Kolkata	1 st December, 2015	190402197/ 2015	Book No. I, CD Volume No. 1904 - 2015, Pages 79578 to 79612
		1350		5.8000		A.R.A - IV, Kolkata	19 th November, 2015	190401860/ 2015	Book No. I, CD Volume No. 1904 - 2015, Pages 65503 to 65539
16	Glasseye Highrise Private Limited	1349	2229	8.6800	11.0628	A.R.A - IV, Kolkata	19 th November, 2015	190401861/ 2015	Book No. I, CD Volume No. 1904 - 2015, Pages 65466 to 65502
		1359		2.3828		A.R.A - IV, Kolkata	23 rd September, 2016	190408972/ 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 333369 to 333392
17	Gloxinia Developers Private Limited	1349	2245	8.6800	12.2416	A.R.A - IV, Kolkata	1 st December, 2015	190402196/ 2015	Book No. I, CD Volume No. 1904 - 2015, Pages 79613 to 79647
		1350		0.1688					
		1351		0.1486		A.R.A - IV, Kolkata	23 rd December, 2015	190403118/ 2015	Book No. I, CD Volume No. 1904 - 2015, Pages 111418 to 111443



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		1351		0.1950		A.R.A - IV, Kolkata	23 rd December, 2015	190403119/2015	Book No. I, CD Volume No. 1904 - 2015, Pages 111444 to 111469
		1351		0.8554		A.R.A - IV, Kolkata	23 rd December, 2015	190403117/2015	Book No. I, CD Volume No. 1904 - 2015, Pages 111390 to 111417
		1350		0.1111		A.R.A - IV, Kolkata	4 th January, 2016	190400043/2016	Book No. I, CD Volume No. 1904 - 2016, Pages 4929 to 4954
		1351		0.0975		A.R.A - IV, Kolkata	21 st March, 2016	190402840/2016	Book No. I, CD Volume No. 1904 - 2016, Pages 4929 to 4954
		1350		0.0370		A.R.A - IV, Kolkata	23 rd April, 2016	190403851/2016	Book No. I, CD Volume No. 1904 - 2016, Pages 145544 to 145571
		1351		0.0325		A.R.A - IV, Kolkata	5 th July, 2016	190404265/2016	Book No. I, CD Volume No. 1904 - 2016, Pages 161450 to 161479
		1351		0.4662		A.R.A - IV, Kolkata	5 th July, 2016	190404264/2016	Book No. I, CD Volume No. 1904 - 2016, Pages 161709 to 161736
		1351		0.1951		A.R.A - IV, Kolkata	5 th November, 2016	190410391/2016	Book No. I, CD Volume No. 1904 - 2016, Pages 383923 to 383952
		1350		0.1266		A.R.A - IV, Kolkata	28 th April, 2017	190403900/2017	Book No. I, CD Volume No. 1904 - 2017, Pages 142595 to 142620
		1351		0.1114		A.R.A - IV, Kolkata			
		1351		0.9898		A.R.A - IV, Kolkata			
		1351		0.0266		A.R.A - IV, Kolkata			
18	Goodwill Dealcomm Private Limited	1338	1709	12.1500	12.1500	ADSR, Bidhannagar	24 th June, 2010	06570/2010	Book No. I, CD Volume No.11, Pages 4102 to 4115
		1338				ADSR, Bidhannagar	25 th June, 2010	06575/2010	Book No. I, CD Volume No. 11, Pages 4274 to 4287
		1338				ADSR, Bidhannagar	25 th June, 2010	06565/2010	Book No. I, CD Volume No. 11, Pages 3935 to 3948
19	Graphic Constructions LLP	1341	2361	6.2500	11.6672	A.R.A - IV, Kolkata	14 th January, 2017	190400287/2017	Book No. I, CD Volume No. 1904 - 2017, Pages 119 to 149
		1341		4.2510		A.R.A - IV, Kolkata	28 th January, 2017	190400719/2017	Book No. I, CD Volume No. 1904 - 2017, Pages 30042 to 30066
		1351		0.11662		A.R.A - IV, Kolkata	17 th March, 2017	190402397/2017	Book No. I, CD Volume No. 1904 - 2017, Pages 92810 to 92845



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		1351		0.81634		A.R.A - IV, Kolkata	20 th April, 2017	190403560/2017	Book No. I, CD Volume No. 1904 - 2017, Pages 130280 to 130316
		1351		0.23324		AISR Rajarhat	17 th May, 2017	152304094/2017	Book No. I, CD Volume No. 1523 - 2017, Pages 117323 to 117550
20	Hardsoft Constructions Private Limited	1347	1939	2.9830	11.9630	A.R.A - II, Kolkata	26 th November, 2013	15642/2013	Book No. I, CD Volume No.47, Pages 3270 to 3292
		1356		0.3238		A.R.A - II, Kolkata	26 th November, 2013	15641/2013	Book No. I, CD Volume No.47, Pages 3250 to 3269
		1347		5.9760		A.R.A - IV, Kolkata	20 th April, 2017	19043568/2017	Book No. I, CD Volume No. 1904 - 2017, Pages 130351 to 130380
		1356		0.2160		A.R.A - II, Kolkata	15 th March, 2014	03278/2014	Book No. I, CD Volume No. 15, Pages 3850 to 3874
		1359		2.4642		A.R.A - II, Kolkata	15 th March, 2014	03279/2014	Book No. I, CD Volume No. 15, Pages 3875 to 3900
21	Jhimil Agriculture Private Limited	1333	2017	5.8337	11.6674	A.R.A - IV, Kolkata	12 th February, 2016	190401570/2016	Book No. I, CD Volume No. 1904 - 2016, Pages 57157 to 57189
		1333		5.8337		A.R.A - II, Kolkata	25 th April, 2015	05497/2015	Book No. I, CD Volume No. 31, Pages 2375 to 2276
22	Kalyankari Infrastructure Private Limited	1359	2260	10.1000	10.1000	A.R.A - IV, Kolkata	25 th April, 2015	04985/2015	Book No. I, CD Volume No.28, Pages 3248 to 3276
23	Kheria Developers LLP	1347	2138	2.0000	10.3979	A.R.A - II, Kolkata	24 th August, 2015	190209416/2015	Book No. I, CD Volume No. 1902 - 2015, Pages 122317 to 122338
		1341		1.2500		A.R.A - II, Kolkata	24 th August, 2015	190209213/2015	Book No. I, CD Volume No. 1902 - 2015, Pages 116405 to 116428
		1320		4.3300		A.R.A - IV, Kolkata	17 th March, 2017	190402396/2017	Book No. I, CD Volume No. 1904 - 2017, Pages 94237 to 94266
		1333		1.1514		A.R.A - II, Kolkata	25 th April, 2015	04975/2015	Book No. I, CD Volume No.28, Pages 3011 to 3034
		1334		1.6665		A.R.A - IV, Kolkata	23 rd September, 2016	190408969/2016	Book No. I, CD Volume No. 1904 - 2016, Pages 333345 to 333368
24	Kheria Realty LLP	1342	2135	6.0000	12.0000	A.R.A - II, Kolkata	25 th April, 2015	04985/2015	Book No. I, CD Volume No.28, Pages 3011 to 3034
		1348		6.0000		A.R.A - IV, Kolkata	20 th April, 2017	190403567/2017	Book No. I, CD Volume No. 1904 - 2017, Pages 130317 to 130350
25	Lakshmi Group Realty Private Limited	1359	2326	9.9604	11.4604	A.R.A - IV, Kolkata	20 th April, 2017	190403567/2017	Book No. I, CD Volume No. 1904 - 2017, Pages 130317 to 130350
		1333		1.5000		A.R.A - IV, Kolkata	20 th April, 2017	190403567/2017	Book No. I, CD Volume No. 1904 - 2017, Pages 130317 to 130350



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26	Lakshmi Hospitality & Farms Private Limited	1319	2305	4.5000	11.0000	A.R.A - IV, Kolkata	8 th August, 2016	190407511/2016	Book No. I, CD Volume No. 1904 - 2016, Pages 278019 to 278041
		1317		2.0000		A.R.A - IV, Kolkata	5 th November, 2016	190410638/2016	Book No. I, CD Volume No. 1904 - 2016, Pages 385423 to 385449
		1319		4.5000					
27	Lakshmi Procos Limited	1346	1898	4.4130	12.0380	A.R.A - II, Kolkata	13 th April, 2013	5692/2013	Book No. I, CD Volume No. 18, Pages 4301 to 4319,
		1346		1.3130		A.R.A - II, Kolkata	13 th April, 2013	5295/2013	Book No. I, CD Volume No. 18, Pages 4283 to 4300
		1346		6.3120		A.R.A - II, Kolkata	13 th April, 2013	5291/2013	Book No. I, CD Volume No. 17, Pages 3308 to 3325
28	Lakshmi Realty Projects Private Limited	1335	1761	7.5000	11.5000	A.R.A - II, Kolkata	13 th April, 2013	5293/2013	Book No. I, CD Volume No. 17, Pages 3362 to 3385,
		1337		4.0000		ADSR, Bidhannagar	14 th December, 2011	14190/2011	Book No. I, CD Volume No. 23, Pages 3091 to 3103
29	Lakshmi Steel Industries Private Limited	1335	1897	7.5000	11.5000	A.R.A - II, Kolkata	13 th April, 2013	5296/2013	Book No. I, CD Volume No. 17, Pages 3411 to 3435
		1342		4.0000		A.R.A - IV, Kolkata	5 th November, 2016	190410564/2016	Book No. I, CD Volume No. 1904 - 2016, Pages 383869 to 383895
30	Lakshmi Transel Tower Limited	1317	2303	2.0000	4.3516	A.R.A - IV, Kolkata	8 th August, 2016	190407510/2016	Book No. I, CD Volume No. 1904 - 2016, Pages 277817 to 277840
		1349		0.3250		A.R.A - IV, Kolkata	30 th January, 2017	190400808/2017	Book No. I, CD Volume No. 1904 - 2017, Pages 33531 to 33558
		1350		0.8169					
		1351		0.0553					
		1359		1.1544					
31	Lifewood Developers Private Limited	1348	1866	11.0000	11.0000	A.R.A - II, Kolkata	16 th January, 2013	00725/2013	Book No. I, CD Volume No. 3, Pages 3004 to 3023
32	Lifewood Horticulture Private Limited	1347	1956	6.8793	11.4609	A.R.A - II, Kolkata	19 th December, 2013	16756/2013	Book No. I, CD Volume No. 52, Pages 2847 to 2869,
		1356		0.2516		A.R.A - II, Kolkata	20 th April, 2015	04679/2015	Book No. I, CD Volume No. 26, Pages 3826 to 3855
		1344		4.3300					
33	Lifewood Infrastructure LLP	1345	2131	5.0000	12.0000	A.R.A - II, Kolkata	25 th April, 2015	04973/2015	Book No. I, CD Volume No. 28, Pages 2964 to 2986



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		1347		7.0000		A.R.A - II, Kolkata	25 th April, 2015	04978/2015	Book No. I, CD Volume No.28, Pages 3083 to 3106
34	Lifewood Nirman LLP	1342	2139	5.3300	11.3300	A.R.A - II, Kolkata	25 th April, 2015	04984/2015	Book No. I, CD Volume No.28, Pages 3219 to 3247
		1348		6.0000		A.R.A - II, Kolkata	25 th April, 2015	04976/2015	Book No. I, CD Volume No.28, Pages 3035 to 3058
35	Moonlight Agriculture Private Limited	1347	1957	9.0700	12.0700	A.R.A - II, Kolkata	19 th December, 2013	00026/2014	Book No. I, CD Volume No.1, Pages 296 to 316
		1356		0.3300		A.R.A - II, Kolkata	20 th April, 2015	04678/2015	Book No. I, CD Volume No.26, Pages 3795 to 3825
		1343		2.6700		A.R.A - II, Kolkata	22 nd January, 2014	00945/2014	Book No. I, CD Volume No. 5, Pages 642 to 682
36	Moonlight Horticulture Private Limited	1347	2002	6.9623	11.9623	A.R.A - II, Kolkata	2 nd July, 2014	8397/2014	Book No. I, CD Volume No. 40, Pages 3622 to 3638
		1341		5.0000		A.R.A - II, Kolkata	7 th May, 2013	06616/2013	Book No. I, CD Volume No. 21, Pages 2126 to 2145
37	Nachiket Developers Private Limited	1338	1900	10.0000	12.0000	A.R.A - II, Kolkata	6 th August, 2013	11973/2013	Book No. I, CD Volume No. 35, Pages 3806 to 3828
		1333		2.0000		A.R.A - II, Kolkata	17 th February, 2011	01842/2011	Book No. I, CD Volume No. 4, Pages 78 to 90
38	Nightangle Dealtrade Private Limited	1338	1775	11.9900	11.9900	ADSR, Bidhannagar	17 th February, 2011	01843/2011	Book No. I, CD Volume No. 4, Pages 91 to 103
		1338				ADSR, Bidhannagar	22 nd October, 2011	13822/2011	Book No. I, CD Volume No. 54, Pages 1459 to 1481
39	Orient Dealmark Private Limited	1336	1759	10.8316	11.6632	A.R.A - II, Kolkata	22 nd October, 2011	13441/2011	Book No. I, CD Volume No. 52, Pages 4707 to 4729
		1320		0.8316		A.R.A - II, Kolkata	26 th November, 2013	15645/2013	Book No. I, CD Volume No.47, Pages 3335 to 3354
40	Palanhar Projects Private Limited	1347	1960	5.9670	10.3080	A.R.A - II, Kolkata	4 th April, 2014	4433/2014	Book No. I, CD Volume No.21, Pages 568 to 587
		1356		0.2150		A.R.A - II, Kolkata	11 th May, 2015	190207688/2015	Book No. I, CD Volume No. 1902 - 2015, Pages 43503 to 43524
		1339		4.1260		A.R.A - II, Kolkata	19 th August, 2015	190209157/2015	Book No. I, CD Volume No. 1902 - 2015, Pages 113782 to 113806
41	Parag Builders Private Limited	1346	2279	2.8700	4.6200	A.R.A - II, Kolkata			
		1346		1.7500		A.R.A - II, Kolkata			



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42	Parampita Nirman Private Limited	1338	1908	6.4284	8.4284	A.R.A - II, Kolkata	20 th June, 2013	08955/2013	Book No. 1, CD Volume No. 27, Pages 6288 to 6313
		1338		2.0000		A.R.A - II, Kolkata	30 th May, 2015	190205755/2015	Book No. 1, CD Volume No. 1902-2015, Pages 8060 to 8088
43	Pleotyvalley Highrise Private Limited	1336	2233	4.8750	9.7500	A.R.A - IV, Kolkata	18 th September, 2015	190400329/2015	Book No. 1, CD Volume No. 1904-2015, Pages 10276 to 10303
		1336		4.8750		A.R.A - IV, Kolkata	12 th February, 2016	190401445/2016	Book No. 1, CD Volume No. 1904-2016, Pages 54196 to 54226
44	Prarthana Infracon LLP	446	2109	3.4000	11.8000	A.R.A - II, Kolkata	12 th December, 2014	15491/2014	Book No. 1, CD Volume No. 77, Pages 3684 to 3708
		446		3.4000		A.R.A - II, Kolkata	12 th December, 2014	15492/2014	Book No. 1, CD Volume No. 77, Pages 3709 to 3734
		1345		5.0000		A.R.A - II, Kolkata	24 th August, 2015	190209231/2015	Book No. 1, CD Volume No. 1902-2015, Pages 116455 to 116479
45	Purnasatya Developers Private Limited	1338	1909	8.5716	8.5716	A.R.A - II, Kolkata	20 th June, 2013	08959/2013	Book No. 1, CD Volume No. 27, Pages 6379 to 6403
46	Ramadhuta Properties Private Limited	1359	2266	2.3284	10.5758	A.R.A - IV, Kolkata	12 th February, 2016	190401438/2016	Book No. 1, CD Volume No. 1904-2016, Pages 54419 to 54450
		1359		7.1632		A.R.A - IV, Kolkata	12 th February, 2016	190401444/2016	Book No. 1, CD Volume No. 1904-2016, Pages 54227 to 54257
		1336		1.0842		A.R.A - IV, Kolkata	7 th July, 2017	190406975/2017	Book No. 1, CD Volume No. 1904-2017 Pages 251626 to 251660
47	Rambhakt Builders LLP	1339	2345	2.0000	12.0000	A.R.A - IV, Kolkata	24 th December, 2016	190400011/2017	Book No. 1, CD Volume No. 1904-2017, Pages 119 to 149
		1347		10.0000		A.R.A - IV, Kolkata	30 th March, 2017	190402903/2017	Book No. 1, CD Volume No. 1904-2017, Pages 101804 to 101833
48	Rashdhara Realestates Private Limited	1359	2251	10.1000	10.1000	A.R.A - IV, Kolkata	12 th February, 2016	190401478/2016	Book No. 1, CD Volume No. 1904-2016, Pages 58549 to 58581
49	Retrodesign Constructions LLP	1349	2301	0.9113	11.3284	A.R.A - IV, Kolkata	5 th July, 2016	190404263/2016	Book No. 1, CD Volume No. 1904-2016, Pages 161480 to 161507
		1350		0.7656					
		1359		5.3950					
		1352		0.7776					



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		1353		0.4883		Kolkata	2016	2016	Volume No. 1904 - 2016, Pages 277841 to 277866
		1349		0.3037					
		1350		0.2551					
		1352		0.3897		A.R.A - IV, Kolkata	8 th August, 2016	190407481/ 2016	Book No. 1, CD Volume No. 1904 - 2016, Pages 277867 to 277895
		1353		0.2441					
		1359		1.7990					
50	Rise Well Estates Private Limited	1342	1857	5.8345	11.6690	A.R.A - II, Kolkata	6 th September, 2012	11438/2012	Book No. 1, CD Volume No. 45, Pages 133 to 150
		1342		5.8345		A.R.A - II, Kolkata	6 th September, 2012	11433/2012	Book No. 1, CD Volume No. 45, Pages 45 to 62
51	Santainath Real Estate LLP	1338	2132	6.0000	12.0000	A.R.A - II, Kolkata	25 th April, 2015	04982/2015	Book No. 1, CD Volume No. 28, Pages 3164 to 3188,
		1348		6.0000		A.R.A - II, Kolkata	25 th April, 2015	04974/2015	Book No. 1, CD Volume No. 28, Pages 2987 to 3010
52	Sarvavarna Promoters LLP	1320	2143	10.0000	10.0000	A.R.A - II, Kolkata	1 st June, 2015	190205865/ 2015	Book No. 1, CD Volume No. 1902 - 2015, Pages 11209 to 11236
53	Satyam Vanija Private Limited	1333	2142	11.5254	11.5254	A.R.A - II, Kolkata	30 th May, 2015	190205767/ 2015	Book No. 1, CD Volume No. 1902 - 2015, Pages 8368 to 8395
54	Shivangan Agriculture Private Limited	1347		5.1875		A.R.A - II, Kolkata	26 th November, 2013	15644/2013	Book No. 1, CD Volume No. 47, Pages 3313 to 3334
		1356		0.1875					
		1347	1961	4.5400	10.3254	A.R.A - II, Kolkata	26 th November, 2013	15643/2013	Book No. 1, CD Volume No. 47, Pages 3293 to 3312
		1356		0.1590					
		1356		0.2514		A.R.A - IV, Kolkata	24 th January, 2017	190400559/ 2017	Book No. 1, CD Volume No. 1904 - 2017, Pages 24518 to 24565
55	Shivangan Properties Private Limited	1335	1899	10.0000	11.5000	A.R.A - II, Kolkata	13 th April, 2013	5294/2013	Book No. 1, CD Volume No. 17, Pages 3386 to 3410
		1333		1.5000		A.R.A - IV, Kolkata	20 th April, 2017	190403567/ 2017	Book No. 1, CD Volume No. 1904 - 2017, Pages 130317 to 130350
56	Shivmani Conclave Private Limited	1338	2267	0.2250	4.6260	A.R.A - IV, Kolkata	9 th October, 2015	190400992/ 2015	Book No. 1, CD Volume No. 1904 - 2015, Pages 32582 to 32613
		1347		1.9368		A.R.A - IV, Kolkata	30 th March, 2017	190402901/ 2017	Book No. 1, CD Volume No. 1904 - 2017, Pages 101699 to 101725



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		1359		2.4642		A.R.A - IV, Kolkata	19 th September, 2016	190408815/2016	Book No. I, CD Volume No. 1904-2016, Pages 328278 to 328311		
57	Snowball Infraplaza Private Limited	1359	2201	0.5772	7.1042	A.R.A - IV, Kolkata	21 st September, 2015	190400370/2015	Book No. I, CD Volume No. 1904-2015, Pages 12705 to 12727		
		1359		1.1544		A.R.A - IV, Kolkata	21 st September, 2015	190400372/2015	Book No. I, CD Volume No. 1904-2015, Pages 12751 to 12773		
		1359		1.1396		A.R.A - IV, Kolkata	21 st September, 2015	190400373/2015	Book No. I, CD Volume No. 1904-2015, Pages 12797 to 12819		
		1359		0.5772		A.R.A - IV, Kolkata	21 st September, 2015	190400377/2015	Book No. I, CD Volume No. 1904-2015, Pages 11916 to 11938		
		1359		1.2284		A.R.A - IV, Kolkata	21 st September, 2015	190400375/2015	Book No. I, CD Volume No. 1904-2015, Pages 11962 to 11984		
		1359		1.1396		A.R.A - IV, Kolkata	17 th March, 2015	190402658/2016	Book No. I, CD Volume No. 1904-2016, Pages 101590 to 101616		
		1352		0.3888		A.R.A - IV, KOLKATA	7 th May, 2016	190404267/2016	Book No. I, CD Volume No. 1904-2016, Pages 161408 to 161428		
		1353		0.2441		A.R.A - IV, KOLKATA	2 nd February, 2017	190400837/2017	Book No. I, CD Volume No. 1904-2017, Pages 34341 to 34365		
		1353		0.0777							
		1359		0.5772							
58	Salty Dealers Private Limited	1338	1713	6.0650	12.1300	ADSR, Bidhannagar	22 nd September, 2010	09776/2010	Book No. I, CD Volume No. 16, Pages 2936 to 2956		
		1338		6.0650		ADSR, Bidhannagar	22 nd September, 2010	09771/2010	Book No. I, CD Volume No. 16, Pages 2811 to 2831		
59	Standard Commodities Private Limited	1320	1760	1.0842	11.6862	A.R.A - II, Kolkata	25 th October, 2011	13821/2011	Book No. I, CD Volume No. 54, Pages 1754 to 1771		
		1336		1.0842		A.R.A - II, Kolkata	20 th January, 2012	00743/2012	Book No. I, CD Volume No. 3, Pages 3616 to 3631		
		1320		2.1658		A.R.A - II, Kolkata	21 st September, 2012	11944/2012	Book No. I, CD Volume No. 47, Pages 2994 to 3016		
		1345		0.8468		ADSR, Bidhannagar	4 th July, 2012	08604/2012	Book No. I, CD Volume No. 12, Pages 7867 to 7881		
		1320		1.0842		ADSR,	4 th July,	08605/2012	Book No. I, CD		
		1336		1.0842							
		1320		1.0842							



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		1336		1.0842		Bidhannagar	2012		Volume No. 12, Pages 7882 to 7898
		1320		1.0842		A.R.A - II, Kolkata	24 th June, 2013	09245/2013	Book No. I, CD Volume No. 28, Pages 2885 to 2907
		1336		1.0842					
60	Subdhan Commdecal Private Limited	1338	1710	6.3000	11.3842	ADSR, Bidhannagar	30 th July, 2010	07868/2010	Book No. I, CD Volume No. 13, Pages 6048 to 6052
		1338		4.0000		ADSR, Bidhannagar	3 rd August, 2010	07907/2010	Book No. I, CD Volume No. 13, Pages 6890 to 6903
		1320		1.0842		A.R.A - IV, Kolkata	7 th July, 2017	190406974/ 2017	Book No. I, CD Volume No. 1904 - 2017, Pages 251591 to 251625
61	Subshiv Developers Private Limited	1359	2263	10.1000	10.1000	A.R.A - IV, Kolkata	2 nd December, 2016	190401571/ 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 57058 to 57090
62	Suntown Constructions LLP	1351	2174	2.3330	9.0104	A.R.A - II, Kolkata	21 st August, 2015	190209104/ 2015	Book No. I, CD Volume No. 1902 - 2015, Pages 115396 to 115424
		1350		1.7490		A.R.A - II, Kolkata	21 st August, 2015	190209103/ 2015	Book No. I, CD Volume No. 1902 - 2015, Pages 115373 to 115395
		1359		4.9284		A.R.A - IV, Kolkata	19 th September, 2016	190408804/ 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 329176 to 329195
63	Suntown Projects LLP	1342	2134	6.0000	12.0000	A.R.A - II, Kolkata	25 th April, 2015	05499/2015	Book No. I, CD Volume No. 31, Pages 2404 to 2431
		1348		6.0000		A.R.A - II, Kolkata	25 th April, 2015	05496/2015	Book No. I, CD Volume No. 31, Pages 2330 to 2352
64	Thakdari Developers LLP	1333	2144	1.3000	5.5000	A.R.A - II, Kolkata	1 st June, 2015	190205844/ 2015	Book No. I, CD Volume No. 1902 - 2015, Pages 10507 to 10532
		1338		4.2000		A.R.A - II, Kolkata	1 st June, 2015	190205843/ 2015	Book No. I, CD Volume No. 1902 - 2015, Pages 10482 to 10506
65	Thakdari Real Estate LLP	1342	2136	6.0000	12.0000	A.R.A - II, Kolkata	25 th April, 2015	05499/2015	Book No. I, CD Volume No. 31, Pages 2404 to 2431
		1348		6.0000		A.R.A - II, Kolkata	25 th April, 2015	05500/2015	Book No. I, CD Volume No. 31, Pages 2432 to 2454
66	Upfront Builders Private Limited	1338	2269	7.2080	11.3486	A.R.A - IV, Kolkata	9 th March, 2016	190402549/ 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 89432 to 89465



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		1349, 1350 & 1351		1.1961		A.R.A - IV, Kolkata	17 th March, 2016	190402657/ 2016	Book No. 1, CD Volume No. 1904 - 2016, Pages 101617 to 101644
		1349, 1350 & 1351		0.5940		A.R.A - IV, Kolkata	24 th March, 2016	190402921/ 2016	Book No. 1, CD Volume No. 1904 - 2016, Pages 109576 to 109609
		1349, 1350, 1351 & 1359		2.3505		A.R.A - IV, Kolkata	2 nd May, 2017	190406119/ 2017	Book No. 1, CD Volume No. 1904 - 2017, Pages 229574 to 229603
67	Vedini Infracon LLP	1338	2133	6.0000	12.0000	A.R.A - II, Kolkata	25 th April, 2015	04981/2015	Book No. 1, CD Volume No. 28, Pages 3139 to 3163
		1345		3.0000		A.R.A - II, Kolkata	25 th April, 2015	04972/2015	Book No. 1, CD Volume No. 28, Pages 2940 to 2963
		1348		3.0000		A.R.A - II, Kolkata	25 th April, 2015	04977/2015	Book No. 1, CD Volume No. 28, Pages 3059 to 3082
68	Winsome Estates Private Limited	1342	1856	5.8310	11.6620	A.R.A - II, Kolkata	6 th September, 2012	11435/2012	Book No. 1, CD Volume No. 45, Pages 81 to 98
		1342		5.8310		A.R.A - II, Kolkata	6 th September, 2012	11434/2012	Book No. 1, CD Volume No. 45, Pages 63 to 80
69	Workswell Infra LLP	1339	2344	12.3550	12.3550	A.R.A - IV, Kolkata	6 th December, 2016	190411188/ 2016	Book No. 1, CD Volume No. 1904 - 2016, Pages 409467 to 409492
70	Worldwyn Estates Private Limited	1345	1858	9.3844	9.3844	A.R.A - II, Kolkata	6 th September, 2012	11436/2012	Book No. 1, CD Volume No. 45, Pages 99 to 115
		1345				A.R.A - II, Kolkata	6 th September, 2012	11437/2012	Book No. 1, CD Volume No. 45, Pages 116 to 132
		1345				A.R.A - II, Kolkata	6 th September, 2012	11439/2012	Book No. 1, CD Volume No. 45, Pages 151 to 167
71	Yashvi Real Estates LLP	446	2108	3.4000	12.2000	A.R.A - II, Kolkata	12 th December, 2014	15494/2014	Book No. 1, CD Volume No. 77, Pages 3760 to 3783
		446		3.4000		A.R.A - II, Kolkata	12 th December, 2014	15496/2014	Book No. 1, CD Volume No. 77, Pages 3808 to 3831
		446		3.4000		A.R.A - II, Kolkata	12 th December, 2014	15497/2014	Book No. 1, CD Volume No. 77, Pages 3832 to 3853
		1345		2.0000		A.R.A - II, Kolkata	24 th August, 2015	190209232/ 2015	Book No. 1, CD Volume No. 1902 - 2015, Pages 116429 to 116454



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72	Fairlink Infraproject Pvt. Ltd. 202, Sunny Corner, 2nd Floor, 22 Sarat Bose Road, Kolkata - 700 020	1349	2200	1.9875	8.2298	A.R.A - IV, Kolkata	18 th September, 2015	190400330/ 2015	Book No. 1, CD Volume No. 1904 - 2015, Pages 10304 to 10330
		1349, 1350 & 1351		1.2813		A.R.A - IV, Kolkata	21 st September, 2015	190400374/ 2015	Book No. 1, CD Volume No. 1904 - 2015, Pages 12820 to 12842
		1349, 1350 & 1351		1.1965		A.R.A - IV, Kolkata	21 st September, 2015	190400376/ 2015	Book No. 1, CD Volume No. 1904 - 2015, Pages 11939 to 11961
		1349, 1350 & 1351		0.5965		A.R.A - IV, Kolkata	21 st September, 2015	190400367/ 2015	Book No. 1, CD Volume No. 1904 - 2015, Pages 12649 to 12671
		1349, 1350 & 1351		0.5699		A.R.A - IV, Kolkata	21 st September, 2015	190400369/ 2015	Book No. 1, CD Volume No. 1904 - 2015, Pages 12682 to 12704
		1349, 1350 & 1351		1.1965		A.R.A - IV, Kolkata	21 st September, 2015	190400371/ 2015	Book No. 1, CD Volume No. 1904 - 2015, Pages 12728 to 12750
		1358		1.4000		A.R.A - IV, Kolkata	19 th February, 2016	190401632/ 2016	Book No. 1, CD Volume No. 1904 - 2016, Pages 64326 to 64354
		1358		1.4000		A.R.A - IV, Kolkata	19 th February, 2016	190401632/ 2016	Book No. 1, CD Volume No. 1904 - 2016, Pages 64326 to 64354
73	Glaxia Infraplaza Pvt. Ltd. 202, Sunny Corner, 2nd Floor, 22 Sarat Bose Road, Kolkata - 700 020	1349	2265	1.9850	6.9850	A.R.A - IV, Kolkata	12 th February, 2016	190401435/ 2016	Book No. 1, CD Volume No. 1904 - 2016, Pages 54485 to 54513
		1357		5.0000		A.R.A - IV, Kolkata	12 th February, 2016	190401441/ 2016	Book No. 1, CD Volume No. 1904 - 2016, Pages 54324 to 54353
74	Blue Arrow Buildcon Pvt. Ltd. 47A, Zakaria Street, Kolkata - 700 073	1357	2256	10.0000	10.0000	A.R.A - IV, Kolkata	12 th February, 2016	190401448/ 2016	Book No. 1, CD Volume No. 1904 - 2016, Pages 54098 to 54127
75	Glasseye Infraplaza Pvt. Ltd. 47A, Zakaria Street, Kolkata - 700 073	1357	2252	10.0000	10.0000	A.R.A - IV, Kolkata	12 th February, 2016	190401439/ 2016	Book No. 1, CD Volume No. 1904 - 2016, Pages 54451 to 54484
76	Petunia Nirman Pvt. Ltd. 15B, Armenian Street, TRPL Tower, 6th Floor,	1358	2254	8.4000	8.4000	A.R.A - IV, Kolkata	12 th February, 2016	190401437/ 2016	Book No. 1, CD Volume No. 1904 - 2016, Pages 54388 to 54418



ಆಧಿಕಾರಿಗಳಿಗೆ
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	Kolkata - 700 001								
77	Plentyvalley Properties Pvt. Ltd. 47A, Zakaria Street, Kolkata - 700 073	1358	2255	10.0000	10.0000	A.R.A - IV, Kolkata	12 th February, 2016	190401440/2016	Book No. 1, CD Volume No. 1904 - 2016, Pages 54354 to 54387
78	Santainath Infra Projects L.P. 47A, Zakaria Street, Kolkata - 700 073	1358		4.2000		A.R.A - II, Kolkata	29 th June, 2015	190206784/2015	Book No. 1, CD Volume No. 1902 - 2015, Pages 26161 to 26192
		1358	2171	4.0000	12.1984	A.R.A - II, Kolkata	30 th June, 2015	190206782/2015	Book No. 1, CD Volume No. 1902 - 2015, Pages 24549 to 24574
		1358		4.0000		A.R.A - II, Kolkata	30 th June, 2015	190206783/2015	Book No. 1, CD Volume No. 1902 - 2015, Pages 24523 to 24548
79	Sanjay Kumar Jain I, Crooked Lane, 1 st Floor, Kolkata - 700 069	1338		4.0416		ADSR, Bidhannagar	7 th May, 2010	4712/2010	Book No. 1, CD Volume No. 8, Pages 336 to 361
		1338	1686	8.3550	12.4218	A.R.A - IV, Kolkata	12 th November, 2016	190410670/2016	Book No. 1, CD Volume No. 1904 - 2016, Pages 395078 to 395098
80	Suman Jain 2/1A, Justice Dwarka Nath Road, Kolkata - 700 020	1338	2378	4.3134	4.3215	A.R.A - IV, Kolkata	27 th October, 2016	190410199/2016	Book No. 1, CD Volume No. 1904 - 2016, Pages 378211 to 378231
81	Blue Light Villa Pvt. Ltd. 15B, Armenian Street, TRPL Tower, 6th Floor, Kolkata - 700 001	1359	2259	10.1000	10.1000	A.R.A - IV, Kolkata	12 th February, 2016	190401443/2016	Book No. 1, CD Volume No. 1904 - 2016, Pages 54258 to 54289
82	Liby Niwas Pvt. Ltd. 15B, Armenian Street, TRPL Tower, 6th Floor, Kolkata - 700 001	447		1.8600		ADSR, Bidhannagar	31 st December, 2010	00054/2011	Book No. 1, CD Volume No. 1, Pages 1107 to 1125
		447		3.5220		ADSR, Bidhannagar	7 th January, 2011	00186/2011	Book No. 1, CD Volume No. 1, Pages 4397 to 4411
		447	1665	3.1000	12.3487	ADSR, Bidhannagar	9 th March, 2011	02986/2011	Book No. 1, CD Volume No. 5, Pages 10350 to 10367
		1333		3.0334		A.R.A - IV, Kolkata	13 th August, 2016	190407750/2016	Book No. 1, CD Volume No. 1904 - 2016, Pages 282585



Additional District Sub-Registrar
Rajahmundry, New Town, H.No. 24-224

08 JUN 2019

		1334		0.8335					to 283610
83	Shivani Promoters Pvt. Ltd. 15B, Armenian Street, TRPL Tower, 6th Floor, Kolkata - 700 001	1359	2258	9.8568	9.8568	A.R.A - IV, Kolkata	12 th February, 2016	190401434/ 2016	Book No. 1, CD Volume No. 1904 - 2016, Pages 54514 to 54542
					874.68				

The Third Schedule Above Referred To
{Specifications}

Living Room/Dining Area

Flooring : Vitrified tiles (600mm x 600mm)

Wall : Wall Putty (Ready to Paint)

Ceiling : Wall Putty (Ready to Paint)

Door & windows

Main door : Sal wood frames & flush doors

Balcony : Aluminum sliding door with full glazing

Windows/ Glazing : UPVC/ Powder coated aluminum windows with open able & fix combination

Electrical : Modular switches (Schneider/ Havells/ Anchor of equivalent make) and copper wiring

Master Bedroom

Flooring : Vitrified tiles (600mm X 600mm)

Wall : Wall Putty (Ready to Paint)

Ceiling : Wall Putty (Ready to Paint)

Door & windows

Door frame : Sal wood frames

Shutter : Flush doors

Windows/ Glazing : UPVC/ Powder coated aluminum windows open able & fix combination



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Electrical : Modular switches (Schneider/Havells/Anchor of equivalent make) and copper wiring

Other Bedroom

Flooring : Vitrified tiles (600mm X 600mm)

Wall : Wall Putty (Ready to Paint)

Ceiling : Wall Putty (Ready to Paint)

Door & windows

Door frame : Sal wood frames

Shutter : Flush Doors

Windows/ Glazing : UPVC/ Powder coated aluminum windows open able & fix combination

Electrical : Modular switches (Schneider/ Havells/ Anchor of equivalent make) and copper wiring

Kitchen

Flooring : Ceramic tiles

Wall : Ceramic tiles up to 2Ft height above kitchen counter

Ceiling : Wall Putty (Ready to Paint)

Counter : Granite slab

Door & windows

Shutter : Flush doors

Electrical : Modular switches (Schneider/ Havells/ Anchor of equivalent make) and copper wiring

Toilets

Flooring : Ceramic tiles

Wall : Ceramic Tiles up to 7 ft Height

Ceiling : Wall Putty (Ready to Paint)

Door

Door frame : Sal wood frames

Shutter : Flush doors

Sanitary ware & CP : Sanitary ware Kohler/Roca/Jaquar/Parryware (White colour) or equivalent Brand with Jaquar/ESS CP Fittings or equivalent brand



Additional District Sub-Inspector
Rajarhat, New Town, North 24-Pgs

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Utility

- Flooring : Anti-skid tiles
Wall : Wall Putty (Ready to Paint)
Ceiling : Wall Putty (Ready to Paint)

Balcony

- Flooring : Anti skid tiles
Wall : Painted to match the exterior elevation
Ceiling : Paint with lights installed

Door

- Frame with shutter : UPVC/ Powder coated aluminum type
Windows/ Glazing : Aluminum/ UPVC
Railing : MS Railing designed to match the exterior

Stairs

- Main stairs : Kota stones
Service stairs : Kota stones

Additional Facility

- Inter com system : Apartment to apartment & all service areas
Security system : CCTV camera surveillance

Power back up : For common areas only

The Fourth Schedule Above Referred To

("Title Deeds")

Srl no.	Company	Dag no.	Purchased area (decimal)	Total area (decimal)	Registry office	Date of registry	Deed no.	Registry details
	Petunia Enclave (P) Ltd	1339	10.1000	10.1000	A.R.A - IV, Kolkata	12-Feb-2016	190401-447/2016	Book No. L CD Volume No. 1904-2016, Page 54128 to 54161, L.R. Khatian No. 1662, Mouza - Thekdari, P.S. Rajarhat, ADSR Bidhannagar, JL NO. 19, R/S 216, Touri 145 Dist. 24 PGS (North)



ADDITIONAL SERVICE OF THE DISTRICT OF COLUMBIA
Original Use Page 1 of 1

BID 2018

2	Ramabhat a Builders (P) Ltd	1359	10.1000	10.1000	A.R.A - IV, Kolkata	12-Feb- 2016	190101 442 /2016	Book No. I CD Volume No. 1904 -2016, Page 54290 to 54323, L.R. Khatian No. 1662, Mouza - Thakdari, P.S. Bajarhat, ADSR Bidhannagar, J.L NO. 19, R.S 216, Touzi 145 Dist. 24 PCS (North)
6	Snowball Skyscraper (P) Ltd	1359	10.1000	10.1000	A.R.A - IV, Kolkata	12-Feb- 2016	190101 446 /2016	Book No. I CD Volume No. 1904 -2016, Page 54162 to 54195, L.R. Khatian No. 1662, Mouza - Thakdari, P.S. Bajarhat, ADSR Bidhannagar, J.L NO. 19, R.S 216, Touzi 145 Dist. 24 PCS (North)

The Fifth Schedule Above Referred To
[Powers]

1. To defend possession of each of the Land Parcels comprising the Subject Land and every part thereof and the Access Road, and also to manage, maintain and administer the Project and all the building(s), improvement(s), structure(s) to be constructed thereon and every part thereof.
2. To ward off, prohibit, and if necessary, proceed in/before the appropriate forum of law against trespassers and/or encroachers, if any, and to take appropriate legal steps.
3. To have the soil tested and to measure/survey each of the Land Parcels comprising the Subject Land.
4. To appoint and engage architects, engineers, specialists, consultants, valuers, surveyors, contractors, agencies, service providers, etc. and other Person or Persons as may be required from time to time, and to revoke his/their/its appointment and re-appoint any other Person in his/their/its place and stead for the aforesaid purposes, and to settle and pay their fees and/or compensation.
5. To prepare or cause to be prepared plans for construction of building(s) on any Land Parcel comprising the Subject Land together with any modifications/amendments/revisions/alterations from time to time, to submit the same before the concerned authorities including but not limited to the concerned municipality/



Additional District Electoral Officer
Rajahmundry, New Town, North 24-Pgs

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municipal corporation and/or panchayat, as the case may be, and to have the same sanctioned and modified and/or amended and/or revised and/or altered, and for the aforesaid purpose to sign, execute, deliver and submit all applications, papers, documents, statements, affidavits, forms, undertakings, declarations etc. as may be necessary and/or required from time to time.

6. To appear and represent each of the Owners before any and/or all authorities (statutory or otherwise) and/or any government and/or semi-government authorities, revenue authorities, including but not limited to the concerned municipality/municipal corporation/panchayat, HIDCO, Block Land & Land Reforms Office, Collector, Additional Collector Survey Authorities, Town Planning Authorities, Development Trust & Authority, West Bengal Fire Services, police, the pollution control board and/or the environment department and all licensing authorities and/or any other statutory authority and/or any other authorities appointed under the law for the time being in force, for any matter connected with any of the Land Parcels comprising the Subject Land and/or the Access Road including the Culvert, and further to apply for and obtain any approvals, sanctions, permissions, etc. and for the aforesaid purpose to sign, execute, submit and deliver all letters, applications, agreements, documents, undertaking, forms, affidavits and papers as may be necessary or required from time to time.
7. To pay the fees, obtain sanctions and/or approvals and/or consents and such other orders and/or permissions from the concerned authorities as may be necessary and/or expedient for the sanction and/or modification, alteration etc. of the building plan, to receive refund of the excess amount of fees, if any paid for the same, and also to apply for and obtain from the concerned authorities, the occupancy certificate(s) and/or the completion certificate(s).
8. To submit and take delivery of the Title Deeds and the Lease Deed and all papers and documents as be required by any of the necessary authorities including but not limited to for any of the aforesaid purposes.
9. To apply for and obtain electricity, gas, water, sewerage, drainage, tube-well, generator, lift and/or connections of any other facility and/or utility in and/or to the Subject Land and/or the Project and/or to make alterations therein, and to close down and/or to have the same disconnected, and for such purpose to sign, execute, submit and deliver all deeds, papers, applications, documents and plans, and do all others acts, deeds and things as may be deemed fit and proper by the Developer.
10. To obtain and/or give right of way, access, right to lay drains, water mains, electric cables, telephone, fax lines and telegraph cables etc., underground and over-head (as the case may be) on such terms and conditions as may be determined by the Developer at its sole and absolute discretion, and for such purpose to obtain and give, sign, execute and deliver all deeds, undertakings, writings, etc. as may be necessary or required from time to time.
11. To ask, demand, sue for recovery and receive, of and from all Persons and/or Governmental Authorities and/or bodies/authorities (statutory or otherwise), any claims or demands or actions or rights or otherwise, of or relating to or concerning any of the Land Parcels comprising the Subject Land and/or the proposed development thereof howsoever.
12. To file, initiate, prosecute, enforce, defend, oppose etc. all suits, writ petitions, actions, demands, legal proceedings (whether civil or criminal), appeals etc. in any court of law and/or tribunal and/or any quasi-judicial authority and/or any other forum in any manner



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11 8 JUN 2018

- concerning any of the Land Parcels comprising the Subject Land and/or the Access Road and/or pertaining to the Culvert Rights, including acquisition/requisition/vesting of any part or portion of the Subject Land, and if deemed fit by the Developer, to make a counter claim and/or compromise and/or settle and/or abandon each of such suits, writ petitions, actions, legal proceedings etc. upon such terms and conditions as the Developer may deem fit and proper and/or to refer any dispute to arbitration as the Developer may deem fit and proper, and further to depose, give evidence and make submissions for and on behalf of each of the Owners in each of such legal proceedings etc.
13. To sign, execute, verify, affirm, file, submit, serve etc. all statements, affidavits, applications, undertakings, plaints, petitions, written statement, memo of appeal etc. and all and any other papers, deeds, documents as may be necessary to be executed for and/or on behalf of each of the Owners in pursuance of the powers granted herein.
 14. To sign, issue, deliver, serve, receive and accept all notices, writ of summons, letters and correspondence as may be required from time to time in connection with all or any of the matters contained herein and/or in this Agreement including but not limited to HIDCO.
 15. To negotiate and sell and/or Transfer and/or convey and/or assign and/or lease and/or let and/or deal with and/or mortgage and/or charge and/or Encumber any part or portion of any of the Land Parcels comprising the Subject Land and/or any undivided share and/or interest in therein and/or any building(s)/improvement(s) etc. which may be constructed thereon and/or any part or portion thereof and/or any of the several areas/spaces (open and/or covered) thereat, in accordance with the terms of this Agreement, on such terms and to such Persons as the Developer may deem fit and proper, and to receive and appropriate the entirety of the consideration in lieu thereof and/or for such other purpose as may be deemed fit by the Developer.
 16. To grant rights over/in respect of the Access Road including the Culvert in favour of the Identified Person(s) for the purpose stipulated in this Agreement.
 17. To do, execute and perform all acts, deeds and things pertaining to Title Rectification.
 18. To sign, execute, enter into, modify, cancel, alter, draw, approve, present for registration and admit the execution of all papers, deeds, documents, contracts, agreements, conveyance deeds, leases, grants, gifts, assurances, applications, declarations and all other documents in connection with any of the Land Parcels comprising the Subject Land and/or any part or portion thereof, *inter alia*, for the sale, Transfer, lease, license, assignment, mortgage, creation of any Encumbrance etc. in/over/in respect of any of the Land Parcels comprising the Subject Land and/or any part or portion thereof and/or any undivided share and/or interest therein and/or any building(s)/improvement(s) etc. which may be constructed thereon and/or any part or portion thereof and/or any of the several areas/spaces (open and/or covered) thereat, in accordance with the terms of this Agreement, on such terms and to such Person(s) as the Developer may deem fit and proper, and/or for such other purpose as may be deemed fit by the Developer.
 19. To sign, execute, enter into, modify, cancel, alter, draw, approve, present for registration and admit execution of all papers, deeds, documents, contracts, agreements, assurances, applications, declarations and all other documents in connection with the Access Road including the Culvert in accordance with the terms of this Agreement, on such terms and to such Identified Person(s) as the Developer may deem fit and proper.
 20. To arrange for financing of the project (project finance) from any Banks and/or Financial Institutions for construction and completion of the project upon such terms and conditions as may be applicable. Such finance may be secured by mortgaging the said project land belonging to the Owners in favour of



Assistant District Survey Registrar
Rajshahi, New Town, North 24-Pgs

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any bank/ financial institution by deposit of original title deeds of the said project land and the originals of other deeds and documents by way of Equitable Mortgage and/or by executing Simple Mortgage and/or by creating English mortgage. Further the Developer shall create charge in respect of its share of revenue or allocation in the project without creating any charge / liability in respect of Owner's share of revenue or owner's allocation in the project. Further, the Developer may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposit title deeds, deliver the title deeds and to receive back the title deeds, etc."

21. To sign, execute, deliver, enter into, present for registration and admit execution of all papers, deeds, documents, contracts, agreements, conveyance deeds, declarations and all other documents in connection with rectification of the title of any of the Land Parcels comprising the Subject Land and/or amendment of the Lease Deed.
22. To hand over and/or deliver the various parts and/or portions of any of the Land Parcels comprising the Subject Land and/or the Project and/or the building(s) /improvement(s) to be constructed on any of the Land Parcels comprising the Subject Land including the units, parking spaces, etc. therein, to such Person(s), in terms of this Agreement, as the Developer may at its absolute discretion deem fit and proper.
23. To ask for, receive and recover from the Intending Transferee(s) all consideration, charges, service charges and other charges and sums of moneys in respect of any part or portion of any of the Land Parcels comprising the Subject Land and/or the Project and/or the building(s)/improvement(s) to be constructed on any of the Land Parcels comprising the Subject Land and/or the spaces thereon/therein in any manner whatsoever, and also on non-payment thereof, to enter upon and restrain and/or take legal steps for the recovery thereof as the Developer may deem fit and proper.
24. To appear and represent each of the Owners before all authorities for fixation and/or finalization of the land revenue and/or valuation of each of the Land Parcels comprising the Subject Land, and for such purpose to sign, execute, submit and deliver necessary papers and documents, and to do, execute and perform all other acts, deeds and things as the Developer may deem fit and proper.
25. To make necessary representations including filing of complaints and appeals before all the concerned authorities including the courts of competent jurisdiction for/regarding the fixation of the land revenue and/or valuation of each of the Land Parcels comprising the Subject Land and/or the rateable value of the new building(s) to be constructed thereon, and to file appeals, applications and other proceedings in any court, forum or tribunal.
26. To do, execute and carry out all acts, deeds, matters and things as may be found necessary and expedient for the purpose of effectively development of each of the Land Parcels comprising the Subject Land and/or the Project and/or dealing with each of the Land Parcels comprising the Subject Land and/or the constructions thereon and/or the Access Road including the Culvert.
27. To appear and represent each of the Owners before any Notary Public, Registrar of Assurances and/or any other Registrar having jurisdiction over the Land Parcels comprising the Subject Land and/or the Access Road including the Culvert, Metropolitan Magistrate, oath commissioner(s), any other officers and/or government body(ies)and/or department(s), and to make submissions for and on behalf of each of the Owners.



मुंबई जिल्हा सर्वेक्षण कार्यालय
जिल्हा कार्यालय, मुंबई, महाराष्ट्र

08 July 2018

28. For the better doing and more effectually executing the powers and authorities aforesaid or any of them, to retain, employ and appoint advocates, pleaders, mukhtars, agents etc., to terminate their appointment from time to time and to appoint others.
29. To do all acts, deeds and things concerning the authorities granted herein and/or in/under this Agreement in respect of each of the Land Parcels comprising the Subject Land and the Access Road and the Culvert.
30. To make representations and warranties for and on behalf of each of the Owners in respect of the Owners and each of the Land Parcels comprising the Subject Land including restating and reiterating the representations and warranties made by the Owners in/under this Agreement.
31. To appoint substitute or substitutes and delegate the powers and authorities granted hereby in part or in whole and to revoke any of such appointments.

And Generally to do all other acts, deeds and things concerning each of the Land Parcels comprising the Subject Land which each of the Owners could have done under their respective hands and seals.



Additional District Sub-Registrar
Rajarhat, New Town, North 24 Pgs

08 JUN 2018

In Witness Whereof each of the Parties hereto have set and subscribed their respective hands and seals on the day and the year first hereinbefore written.

Executed and Delivered by the Owners at Kolkata in the presence of:

The Common Seal of the Owner No. 1 has been hereunto affixed pursuant to a resolution passed by its Board of Directors dated 6th day of June, 2018, in the presence of **Mr. Manoj Kumar Jain** who has signed these presents in token thereof.

1. Surajit Das

2. Anup Kumar

PETUNIA ENCLAVE PRIVATE LIMITED

Manoj Kumar Jain
Director

Petunia Enclave Private Limited
(Owner No. 1)

The Common Seal of the Owner No. 2 has been hereunto affixed pursuant to a resolution passed by its Board of Directors dated 6th day of June, 2018, in the presence of **Mr. Manoj Kumar Jain** who has signed these presents in token thereof.

1. Surajit Das

2. Anup Kumar

RAMADHUTA BUILDERS PRIVATE LIMITED

Manoj Kumar Jain
Director

Ramadhuta Builders Private Limited
(Owner No. 2)

DRAFTED BY

MD Manir Uz Jaman

MD. MANIR UZ JAMAN
Licence No. DW-1-33.
Residence: Mahammadpur
Office: Block-AC, New Town
Tank No.1, Kolkata-700156
Mobile : 9830538095/8420729961
E-mail : manir.uz.jaman@gmail.com



ADDITIONAL DISTRICT SUPERINTENDENT
PATANCHERU, TELANGANA
08 JUL 2018

KAMAL SUJITHA
22-1-2018

The Common Seal of the Owner No. 3 has been hereunto affixed pursuant to a resolution passed by its Board of Directors dated 6th day of June, 2018 in the presence of 6th day of June, 2018 who has signed these presents in token thereof.

SNOWBALL SKYSCRAPER PRIVATE LIMITED

[Handwritten Signature]
Director

Snowball Skyscraper Private Limited
(Owner No. 3)

Executed and Delivered by the **Developer** at Kolkata in the presence of:

The Common Seal of the Developer has been hereunto affixed pursuant to a resolution passed by its board of Directors 1st day of November, 2017 in the presence of Mr. Radheshyam Pancharia who has signed these presents in token thereof.

P S GROUP REALTY PVT. LTD.

[Handwritten Signature]
Director / Authorised Signatory

PS Group Realty Private Limited
(Developer)

Witness:

1. *[Handwritten Signature]*
229, A.J.C. Bose Road.
Kolkata - 700 020.
2. SK. Manojay - *[Handwritten Signature]*
13/H/47 R.F. Row
Kal- 27



Additional District Sub-Registrar,
Rajarhat, New Town, North 24 Pgs

08 JUN 2018

आयकर विभाग
INCOME TAX DEPARTMENT



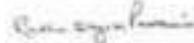
भारत सरकार
GOVT. OF INDIA

RADHE SHYAM PANCHAJIA

BHANWAR LAL PANCHAJIA

15091968
Permanent Account Number

AEQPP5365K


Signature





आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
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आयकर विभाग
INCOME TAX DEPARTMENT

आयकर विभाग
Income Tax Department
AABCP5380E

PS GROUP REALTY PRIVATE
LIMITED

12/08/2008

PS Group Realty Pvt. Ltd.

Ranbir Singh Pandey





भारत सरकार
GOVERNMENT OF INDIA



मनोज कुमार जैन

Manoj Kr. Jain

DOB: 04-10-1964

Gender: Male



7173 4164 0473

आधार - आम आदमी का अधिकार



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

२०७, मि. साह एडिफिसे, रिजल स्ट्रीट,
कोलकाता, पश्चिम बंगाल, 700006

Address:

238, C.r. Avenue, Beadon Street
S.o, Kolkata, West Bengal, 700006



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P.O. Box No.1947,
Bengaluru-560 001



स्थायी लेखा संख्या

PERMANENT ACCOUNT NUMBER
ACTPJ4506B



नाम / NAME

MANOJ KUMAR JAIN

पिता का नाम / FATHER'S NAME

RAJ KUMAR JAIN

जन्म तिथि / DATE OF BIRTH

04-10-1964

हस्ताक्षर / SIGNATURE

Manoj Kumar Jain

K. Das

आयकर अधिकारी, प. सं. XI

COMMISSIONER OF INCOME TAX, W.B. - XI

Manoj Kumar Jain















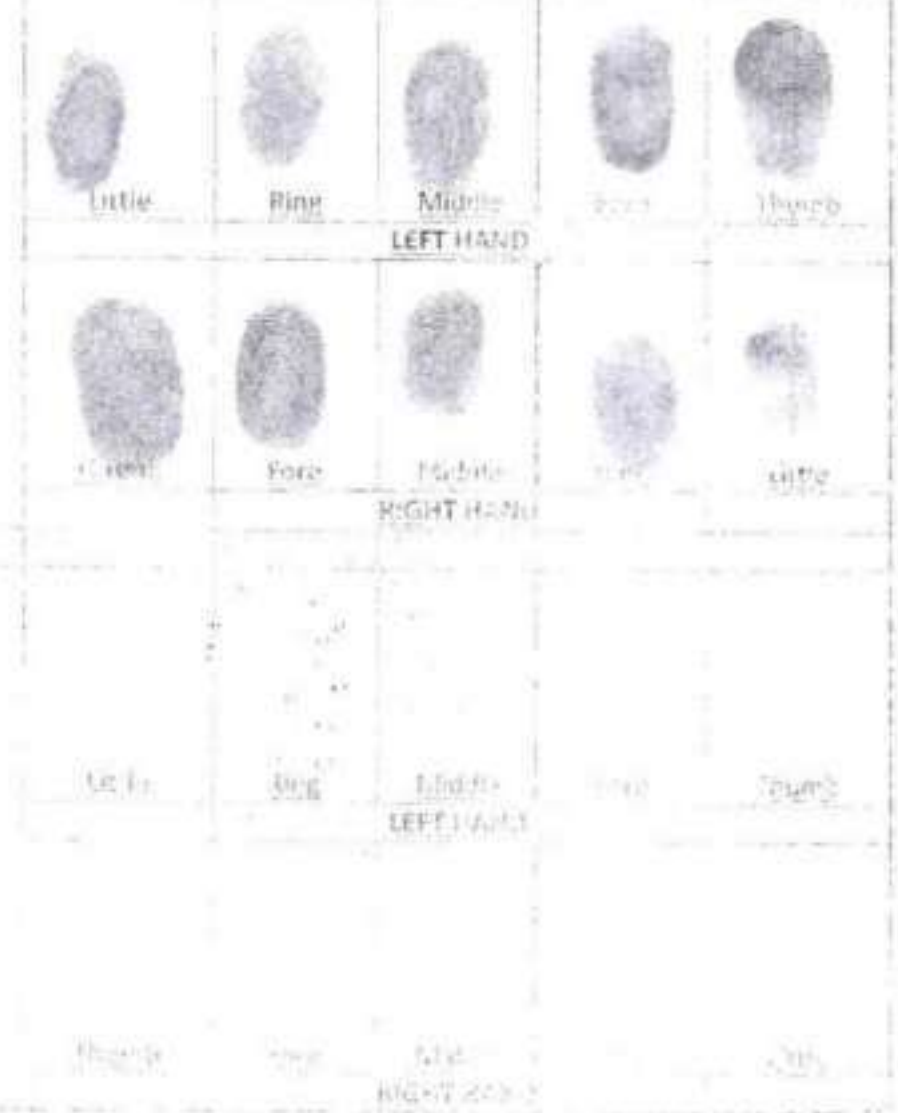
FORM FOR PHOTOGRAPHS & FINGER PRINTS



Rathi Sagar Ramcharan



Anand Kumar Jha



Additional District Sub-Regional
Palohat, New Town, North 24-Pg
0 8 JUN 2018



Major Information of the Deed

Deed No :	I-1523-06987/2018	Date of Registration	21/06/2018
Query No / Year	1523-0000896321/2018	Office where deed is registered	
Query Date	07/06/2018 11:31:26 PM	A.D.S.R. RAJARHAT, District: North 24-Parganas	
Applicant Name, Address & Other Details	MD MANIR UZ JAMAN BLOCK - C/201, FLAT NO- 202, 2ND FLOOR, SHAPDORJI HOUSING COMPLEX, SUKHOBRIHTI, AA-III, NEW TOWN, Thana : New Town, District : North 24-Parganas, WEST BENGAL, PIN - 700156, Mobile No. : 9830538095, Status : Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 54,99,984/-]		
Set Forth value	Market Value		
Rs. 3/-	Rs. 3,30,54,543/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article 48(g))	Rs. 55,021/- (Article E, E, B)		
Remarks:	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip (Urban area)		

Land Details :

District: North 24-Parganas, P.S. - Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Thakdari, Mouza: Thakdari

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1359	LR-2259	Bastu	Shali	10.1 Dec	1/-	1,10,18,181/-	Property is on Road Adjacent to Metal Road,
L2	LR-1359	LR-2261	Bastu	Shali	10.1 Dec	1/-	1,10,18,181/-	Property is on Road Adjacent to Metal Road,
L3	LR-1359	LR-2264	Bastu	Shali	10.1 Dec	1/-	1,10,18,181/-	Property is on Road Adjacent to Metal Road,
TOTAL :					30.3Dec	3 /-	330,54,543 /-	
Grand Total :					30.3Dec	3 /-	330,54,543 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	PETUNIA ENCLAVE PRIVATE LIMITED 5B, CRESCENT TOWER, 229, A J C Bose Road, P.O - LAL LAJPAT RAI SARANI, P.S - Bhawanipore, District- South 24-Parganas, West Bengal, India, PIN - 700023, PAN No. : AAICP2357G, Status : Organization, Executed by: Representative, Executed by: Representative
2	RAMADHUTA BUILDERS PRIVATE LIMITED 5B, CRESCENT TOWER, 229, A J C Bose Road, P.O - LAL LAJPAT RAI SARANI, P.S - Bhawanipore, District- South 24-Parganas, West Bengal, India, PIN - 700023, PAN No. : AAHCR4919F, Status : Organization, Executed by: Representative, Executed by: Representative

Major Information of the Deed :- I-1523-06987/2018-21/06/2018



3	SNOWBALL SKYSCRAPER PRIVATE LIMITED 5B, CRESCENT TOWER, 229, A J C Bose Road, P.O - LAL LAJPAT RAI SARANI, P.S - Bhawanipore, District - South 24-Parganas, West Bengal, India, PIN - 700023, PAN No.: AAWCS1756J, Status: Organization, Executed by: Representative, Executed by: Representative
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Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	PS GROUP REALTY PRIVATE LIMITED 1002, E3.M. BYE PASS, P.O - DHAPA, P.S - Tangra, District -South 24-Parganas, West Bengal, India, PIN - 700105, PAN No.: AABCP5390E, Status: Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr MANOJ KUMAR JAIN Son of Late RAJ KUMAR JAIN 238, C.R. AVENUE, Beadon Street, P.O:- JORABAGAN, P.S:- Girish Park, District -Kolkata, West Bengal, India, PIN - 700006, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No.: ACTPJ4506B Status: Representative, Representative of: PETUNIA ENCLAVE PRIVATE LIMITED (as DIRECTOR), RAMADHUTA BUILDERS PRIVATE LIMITED (as DIRECTOR), SNOWBALL SKYSCRAPER PRIVATE LIMITED (as DIRECTOR)
2	Mr RADHESHYAM PANCHARIA (Presentant) Son of Shri BHANWARLAL PANCHARIA 1002, E.M. BYE PASS, P.O - DHAPA, P.S:- Tangra, District - South 24-Parganas, West Bengal, India, PIN - 700105, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of India, PAN No.: AEQPP5365K Status: Representative, Representative of: PS GROUP REALTY PRIVATE LIMITED (as AUTHORIZED SIGNATORY)

Identifier Details :

Name & address	
SURAJIT DAS Son of N C DAS 95/D, CN ROAD, P.O - TILJALA, P.S - Tiljala, District -South 24-Parganas, West Bengal, India, PIN - 700105, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of India, Identifier Of Mr MANOJ KUMAR JAIN, Mr RADHESHYAM PANCHARIA	

Major information of the Deed :- I-1523-06987/2018-21/06/2018



Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	PETUNIA ENCLAVE PRIVATE LIMITED	PS GROUP REALTY PRIVATE LIMITED-3.36667 Dec
2	RAMADHUTA BUILDERS PRIVATE LIMITED	PS GROUP REALTY PRIVATE LIMITED-3.36667 Dec
3	SNOWBALL SKYSCRAPER PRIVATE LIMITED	PS GROUP REALTY PRIVATE LIMITED-3.36667 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	PETUNIA ENCLAVE PRIVATE LIMITED	PS GROUP REALTY PRIVATE LIMITED-3.36667 Dec
2	RAMADHUTA BUILDERS PRIVATE LIMITED	PS GROUP REALTY PRIVATE LIMITED-3.36667 Dec
3	SNOWBALL SKYSCRAPER PRIVATE LIMITED	PS GROUP REALTY PRIVATE LIMITED-3.36667 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	PETUNIA ENCLAVE PRIVATE LIMITED	PS GROUP REALTY PRIVATE LIMITED-3.36667 Dec
2	RAMADHUTA BUILDERS PRIVATE LIMITED	PS GROUP REALTY PRIVATE LIMITED-3.36667 Dec
3	SNOWBALL SKYSCRAPER PRIVATE LIMITED	PS GROUP REALTY PRIVATE LIMITED-3.36667 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S.- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road Thakdari, Mouza: Thakdari

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No - 1359(Corresponding RS Plot No - 1359). LR Khatian No.- 2259	Owner: শ্রী শরীফ হিমা স্তা: শ্রী, Gurdian: শ্রী, Address: 25 R.N MUKHERJEE ROAD KOL-01, Classification: শ্রী, Area: 0.10000000 Acre,
L2	LR Plot No - 1359(Corresponding RS Plot No - 1359). LR Khatian No - 2261	Owner: শ্রী শ্রীমতা সন্দেপ্তা স্তা: শ্রী, Gurdian: শ্রী, Address: 23A N.S.RD 1ST FLOOR ROOM NO-10, KOL-01, Classification: শ্রী, Area: 0.10000000 Acre, Under Mutation

Major Information of the Deed :- I-1523-06987/2018-21/06/2018



L3	LR Plot No - 1359(Corresponding RS Plot No - 1359), LR Khatian No - 2264	Owner:রত্নেশ্বর বিহারী ঠাকুর শ্রী, Gurdian:রত্নেশ্বর, Address:16 B DAS CHATTERJEE LN. SHIBPUR HOWRAH PIN-711102, Classification:শ্রী, Area:0.10000000 Acre, Under Mutation
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Endorsement For Deed Number : I - 152306987 / 2018

On 08-06-2018

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

Presented for registration at 16.00 hrs. on 08-06-2018, at the Private residence by Mr. RADHESHYAM PANCHARIA, .

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 3,30,54,543/-

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

Execution is admitted on 08-06-2018 by Mr MANOJ KUMAR JAIN, DIRECTOR, PETUNIA ENCLAVE PRIVATE LIMITED, 5B, CRESCENT TOWER, 229, A J C Bose Road, P.O - LAL LAJPAT RAI SARANI, P.S - Bhawanipore, District -South 24-Parganas, West Bengal, India, PIN - 700023, DIRECTOR, RAMADHUTA BUILDERS PRIVATE LIMITED, 5B, CRESCENT TOWER, 229, A J C Bose Road, P.O.- LAL LAJPAT RAI SARANI, P.S.- Bhawanipore, District -South 24-Parganas, West Bengal, India, PIN - 700023, DIRECTOR, SNOWBALL SKYSCRAPER PRIVATE LIMITED, 5B, CRESCENT TOWER, 229, A J C Bose Road, P.O - LAL LAJPAT RAI SARANI, P.S - Bhawanipore, District -South 24-Parganas, West Bengal, India, PIN - 700023

Identified by SURAJIT DAS, . Son of N C DAS, 95/D, CN ROAD, P.O: TILJALA, Thana: Tiljala, . South 24-Parganas, WEST BENGAL, India, PIN - 700105, by caste Hindu, by profession Service

Execution is admitted on 08-06-2018 by Mr RADHESHYAM PANCHARIA, AUTHORIZED SIGNATORY, PS GROUP REALTY PRIVATE LIMITED, 1002, E3 M. BYE PASS, P.O - DHAPA, P.S - Tangra, District -South 24-Parganas, West Bengal India, PIN - 700105

Identified by SURAJIT DAS, . Son of N C DAS, 95/D, CN ROAD, P.O: TILJALA, Thana: Tiljala, . South 24-Parganas, WEST BENGAL, India, PIN - 700105, by caste Hindu, by profession Service



Debasish Dhar
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
North 24-Parganas, West Bengal

On 19-06-2018

Payment of Fees.

Certified that required Registration Fees payable for this document is Rs 55,021/- (B = Rs 55,000/- ,E = Rs 21/-) and Registration Fees paid by by online = Rs 55,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/06/2018 1:21PM with Govt. Ref. No: 192018190246828901 on 08-06-2018, Amount Rs. 55,021/-, Bank Indian Bank (IDIB000C001), Ref. No. IB08062018070354 on 08-06-2018, Head of Account 0030-03-104-001-16

Major Information of the Deed - I-1523-06987/2018-21/06/2018



Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by online = Rs 74,921/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/06/2018 1:21PM with Govt. Ref. No: 192018190246828901 on 08-06-2018, Amount Rs: 74,921/-, Bank: Indian Bank (IDIB000C001), Ref. No. IB08062018070354 on 08-06-2018, Head of Account 0030-02-103-003-02



Debasish Dhar
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
North 24-Parganas, West Bengal

On 21-06-2018

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

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

Payment of Stamp Duty

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

1, Stamp Type: impressed, Serial no 95694, Amount: Rs.100/-, Date of Purchase: 23/05/2018, Vendor name: I Chakraborty



Debasish Dhar
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
North 24-Parganas, West Bengal

Major Information of the Deed :- I-1523-06987/2018-21/06/2018





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2018, Page from 235917 to 235996

being No 152306987 for the year 2018.



Digitally signed by DEBASISH DHAR
Date: 2018.06.25 16:54:17 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 25-06-2018 4:54:09 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

PS Group Realty Pvt. Ltd.

Director/Authorized Signatory

(This document is digitally signed.)