



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

L 804554

**DEVELOPMENT AGREEMENT WITH
DEVELOPMENT POWER OF ATTORNEY**

THIS DEVELOPMENT AGREEMENT made this the 27th day of FEBRUARY, TWO THOUSAND AND TWENTY TWO [2022].

BETWEEN

[1] Lumex Vinimay (P) Ltd. (CIN: U74120WB2010PTC147695 and PAN: AABCL7771P) [2] Marvellous Dealers (P) Ltd. (CIN: U74900WB2010PTC147698 and PAN: AAGCM5132L) [3] Mesmeric Vanijya (P) Ltd. (CIN: U74900WB2010PTC147700 and PAN: AAGCM5126N) [4] Sterling Advisors (P) Ltd. (CIN: U93030WB2010PTC147702 and PAN: AAOC52041J) [5] Gladys Vincom (P) Ltd. (CIN: U74900WB2010PTC147704 and PAN : AACG7838E) [6] Cairo Commercial (P) Ltd. (CIN:

Alton Vanijya Pvt.Ltd.
Blackpool Distributors Pvt.Ltd.
Cairo Commercial Pvt. Ltd.
Conway Consultants Pvt.Ltd.
Cornet Vincom Pvt.Ltd.
Dahlia Tradecom Pvt.Ltd.
Gladys Vincom Pvt.Ltd.
Goldenrod Tieup Pvt.Ltd.
Lumex Vinimay Pvt.Ltd.
Marvellous Dealers Pvt.Ltd.
Mesmeric Vanijya Pvt.Ltd.
Nandika Distributors Pvt.Ltd.
Shrivalli Dealtrade Pvt.Ltd.

Empro Commerce Pvt.Ltd.
Prest Merchants Pvt. Ltd.
Vighness Commodore Pvt.Ltd.
Step Forward Commerce Pvt.Ltd.
Zenom Marketing Pvt. Ltd.
Zenom Merchandise Pvt.Ltd.
Sterling Advisors Pvt.Ltd.
Telstar Tradelink Pvt.Ltd.
Trumpet Commodore Pvt.Ltd.

Siddhartha Senka
Director.

Director



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Amun K. Goenka

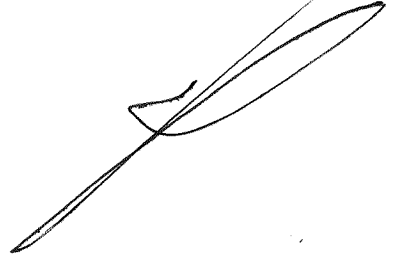
Bangor Mea

₹ 55

NAME.....
ADD.....
Rs.....
24 FEB 2021
S. CHATTERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kol-1

24 FEB 2021

24 FEB 2021



U74900WB2010PTC147718 and PAN: AADCC9620J) [7] Nandika Distributors (P) Ltd. (CIN: U74900WB2010PTC147706 and PAN: AADCN2776Q) [8] Goldenrod Tieup (P) Ltd. (CIN: U74120WB2010PTC147707 and PAN: AADCG7837M) [9] Trumpet Commosale (P) Ltd. (CIN: U74900WB2010PTC147709 and PAN: AADCT4486F) [10] Dahlia Tradecom (P) Ltd. (CIN: U74900WB2010PTC147261 and PAN: AADCD4320Q) [11] Conway Consultants (P) Ltd. (CIN: U74120WB2010PTC147288 and PAN: AADCC9629B) [12] Alton Vanijya (P) Ltd. (CIN: U74900WB2010PTC147710 and PAN: AAICA4469J) [13] Telstar Tradelink (P) Ltd. (CIN: U74900WB2010PTC147711 and PAN: AADCT4487E) [14] Shrivalli Dealtrade (P) Ltd. (CIN: U74900WB2010PTC147713 and PAN: AAOCS2042M) [15] Cornet Vincom (P) Ltd. (CIN: U74900WB2010PTC147716 and PAN: AADCC9621K) [16] Zenom Marketing (P) Ltd. (CIN: U51909WB1995PTC074010 and PAN: AAACZ1567G) [17] Zenom Merchandise (P) Ltd. (CIN: U51909WB1995PTC074009 and PAN: AAACZ1129J) [18] Prest Merchants (P) Ltd. (CIN: U51909WB1995PTC074011 and PAN: AABCP9957D) [19] Step Forward Commerce (P) Ltd. (CIN: U51909WB1997PTC085291 and PAN: AAGCS5222H) [20] Empro Commerce (P) Ltd. (CIN: U51909WB1996PTC076982 and PAN: AABCEO352P) [21] Vighness Commodeal (P) Ltd. (CIN: U51909WB1995PTC070139 and PAN: AAACV9160B), [22] M/s Blackpool Distributors (P) Ltd., (CIN: U51909WB2004PTC099917 and PAN: AACCB5038Q), all are companies incorporated under the provisions of the Companies Act, 1956, all having its registered office at Yamunotri Apartment, Flat A B, 1st Floor, Tegharia/Kaikhali, Panchwati Complex, VIP Road, Police Station Baguiati, Kolkata - 700052, hereinafter jointly referred to as the **"Owners/First Parties"** and nos.1-3, 5-8, 10-12, 14-15 & 22 represented by one of its Director Sri Siddhartha Goenka (Aadhar no. 544755010458) (PAN : ATLPG6662N) son of Sri Arun Kumar Goenka and nos. 4, 9, 13, & 16-21 represented by one of its Director Sri Anup Goenka (Aadhar no. 442843257228) (PAN : AHNPG7029F) son of Sri Nagarmal Goenka, both residing at 120, Block "C", Bangur Avenue, Kolkata – 700055 (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Director, Authorized Signatory, legal representatives, assigns and/or nominees) of the **ONE PART** :

AND

Shriji Innovations LLP (PAN: AEQFS7107E), a Limited Liability Partnership Firm incorporated under Limited Liability Partnership Act, 2008 and having its office at Yamunotri Apartment, Flat A B, 1st Floor, Kaikhali, Panchwati Complex, VIP Road, Police Station - Baguiati, Kolkata -700052, hereinafter referred to as the **"Developer/Second Party"** represented by its authorized signatory Sri Siddhartha Goenka (Aadhar no.544755010458) (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its respective successors-in-office, partners, executors, legal representatives, administrators and/or assigns) of the **OTHER PART**;

WHEREAS:-

a) The Owners purchased ALL THAT the piece and parcel of land measuring 3.4517 acres (equivalent to 13996.65 sq.m) more or less together with structures standing thereon situated in Mouza Dakshindari, J.L. No. 25, R.S. No. 6, G.D. No. 1, Sub-Division No. 6, Touzi No. 1298/2833, Parganas - Panchannagram, comprising of R.S. Dag nos. 1166, 1168, 1169, 1170, 1171, 1172, 1173,




1171/4601 & 1166/4600 under R.S. Khatian Nos. 730, 731, 732, 733, 758, 759, 760, 761 being Municipal Holding No. 116 (Old No. 71A) Dakhindari Road, Kolkata – 700 048, under South Dum Dum Municipality, Ward no. 33, Sub-Registry Office Bidhannagar, Police Station - Lake Town in the district of North 24 Parganas by virtue of 3 Nos. of Deed of Conveyance registered before the DSR-II, Barasat, North 24 Parganas being (a) dated 11/6/2010, Deed No.6045 of 2010 recorded in Book no.1, CD Volume no. 21, pages 3674 to 3692, (b) dated 11/6/2010, Deed No.6046 of 2010 recorded in Book no. 1, CD Volume no. 21 pages 3645 to 3673 & (c) dated 20/12/2011, Deed no. 16825 of 2011 recorded in Book no.1, CD Volume no. 57, pages 344 to 366 respectively and since then have become absolute owners of the said Purchased Land (hereinafter referred to as the **"LAND AS PER DEED/PURCHASED LAND"** and morefully mentioned and described in the **Part – I** of the **SCHEDULE A** hereunder written.

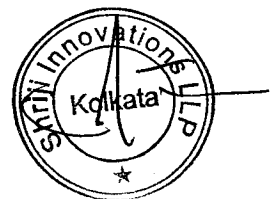
b) That out of the aforesaid purchased Land area of 13996.65 sq.m the Owners decided to come-up with a Housing project on 13973.61 sq.m. more or less land area, (hereinafter referred to as the **"LARGER PROPERTY"** and morefully mentioned and described in the **Part – II** of the **SCHEDULE A** hereunder written.

c) For better Socio-economic environment of the area, South Dum Dum Municipality had approached and requested the owners to plan & develop the said Complex in such a manner that for the benefit of the Local people a playground & Water Tank situated in the South-east corner of the said Larger property can be given for their use and the Municipality shall allow the benefit of FAR of the said gifted land in the remaining project land of the Owners, accordingly, by a Deed of Gift executed and registered on dated 15/1/2018 in the office of the Additional Registrar of Assurances - IV, Kolkata, being Deed no. 190400585, for the year 2018, the Owners herein, out of the said Larger property, gifted to South Dum Dum Municipality **ALL THAT** the piece and parcel of land measuring 3620.40 sq. meters with Pond equivalent to 54 Cottahs 2 chittacks more or less (i.e. Land measuring 31 Cottahs 7 Chittacks and Pond measuring 22 Cottahs 11 Chittack) comprised in and situated at Mouza Dakshindari, J.L. No.25, R.S. No.6, G.D. No.1, Sub-Division No.6, Touzi No.1298/2833, Parganas-Panchannagram, comprising of entire R.S. Dag Nos. 1168 (Pond) & 1171 (Portion) under R.S. Khatian Nos. 731, 732, 758, 760, 761 (Modified Khatian nos. 739, 740, 741, 742, 743, 744, 745, 746, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 555, 557, 558, 537 & 538) New Khatian no. 790 (Modified) being portion of Municipal Holding No.116 (Old No.71A) Dakhindari Road, Kolkata – 700048, under South Dum Dum Municipality, Sub-Registry Office Bidhan Nagar, Police Station Lake Town in the district of North 24 Parganas morefully mentioned and described in the **Part – III** of the **SCHEDULE A** hereunder written.

d) For the purpose of widening of the existing municipal road in front of the said Larger property, by a Deed of Gift dated 15/1/2018 registered before the Additional Registrar of Assurances - IV, Kolkata recorded in Book no. 1 Volume no. 1904-2018 pages 41476 to 41529 being Deed no. 190400584 for the year 2018, the Owners herein, out of the Larger property, gifted to South Dum

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Dum Municipality **ALL THAT** the piece and parcel of land totaling to 77.78 sq. meters (837 sft.) more or less comprised in and situated at Mouza – Dakshindari, J.L. No.25, R.S. No.6, G.D No.1, Sub-Division No.6, Touzi No.1298/2833, Parganas Panchannagram, comprising of R.S. Dag No.1166 (Portion) under R.S. Khatian Nos.730, 731, 732, 758, 760, 761 (Modified Khatian Nos.739, 740, 741, 742, 743, 744, 745, 746, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 555, 557, 558, 537 & 538) being portion of Municipal Holding No.116 (Old No.71A), Dakshindari Road, Kolkata – 700048, under South Dum Dum Municipality, Sub-Registry Office Bidhannagar, P.O. – Dakshindari, Police Station - Lake Town in the District of North 24-Parganas more fully mentioned and described in the **Part – IV** of the **SCHEDULE A** hereunder written.

e) After giving gift of a portion of the larger property, as aforesaid, the Owners are left with Net remaining land area measuring 10275.43 sq.m. equivalent to 153 cotthas 8 chittacks and 29 sft. more or less together with structures comprised in and situated at Mouza Dakshindari, J.L. No. 25, R.S. No. 6, G.D. No. 1, Sub-Division No. 6, Touzi No. 1298/2833, Parganas - Panchannagram, comprising of R.S. Dag nos. 1166, 1169, 1170, 1171 (part), 1172, 1173 and 1171/4601 under R.S. Khatian Nos. 730, 731, 732, 733, 758, 759, 760, 761 being Municipal Holding No. 116 (Old No. 71A) Dakshindari Road, Kolkata – 700 048, under South Dum Dum Municipality, Sub-Registry Office Bidhan Nagar, Police Station Lake Town in the district of North 24 Parganas, hereinafter referred to as **“the said Land”** and morefully mentioned and described in the **Part – V** of the **SCHEDULE-A** hereunder written.

AND WHEREAS a small portion of the said land is partly occupied by occupants out of which some of them have been evicted and some are still occupying a portion of the land who will either be evicted or would be given space in a block to be constructed in a portion of the said land.

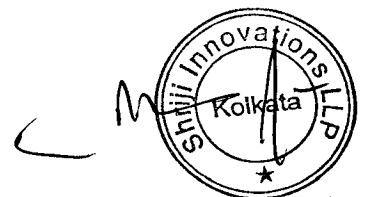
AND WHEREAS the Owners herein have already obtained a Building Sanction plan from South Dum Dum Municipality being No. 314/XVI dated 15/02/2021 for development of a Complex on the said land and has further submitted a Revised Building plan on dated 14/8/2021 which is yet to be sanctioned.

AND WHEREAS the owners/First Parties not being in a position to sale and develop the said land, but being desirous of exploiting the aforesaid land commercially and gaining profit has approached the Second Party herein to develop the said land according to its choice and along with the structure also sell the units along with proportionate share of land and share the proceeds on Revenue Sharing basis.

AND WHEREAS the parties had thereafter negotiated and agreed to the terms and conditions of the said development and have decided to record the terms and conditions agreed to by and between themselves as stated hereunder.

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NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-

ARTICLE I-DEFINATIONS

In this Agreement unless the context otherwise permits the following expressions shall have the meaning assigned to them as under:

- i) **ARCHITECT** shall mean any person who may be appointed by the Developer for designing and planning of the said Housing project.
- ii) **ADVOCATE** shall mean a proficient Solicitor and Advocate appointed by the Developer.
- iii) **ASSOCIATION** shall mean any Association or Ad Hoc Committee or Holding Organization or Registered Society that may be formed by the Seller for the common purpose having such rules or regulations and restriction as maybe deemed proper and necessary by the Seller in its sole discretion.
- iv) **AUTHORITY OR AUTHORITIES** shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rules or regulation making entity having or purporting to have jurisdiction on the behalf of the Government of India or any State or other Subdivision thereof or any municipality, district or other subdivision thereof and any other municipal/local authority having jurisdiction over the Premises.
- v) **BUILDING/BUILDINGS** shall mean the various multi-storied and/or building to be constructed erected and completed at the said Premises in accordance with the Plan to be sanctioned by the authorities concerned and to comprise in the said Housing project with such modification and/or alternations as may be deemed necessary by the Architect of the said project Building comprising of various flat/unit/apartment, constructed spaces and car parking spaces capable of being held and/or enjoyed independent of each other, each building compromising of various self contained flats units apartment constructed spaces and car parking spaces to be ultimately held and/or enjoyed by various persons on ownership basis.
- vi) **COMMON PARTS AND PORTION** shall be such as shall be determined by the Developer upon completion of the New Building and/or building and/or Housing project.
- vii) **COMMON FACILITIES AND AMENTIES** shall mean and include corridors, hallways, stairways, passageways, lift shafts, driveways, common lavatories, generator, generator room and lighting for common spaces, Pump Room, Tube well, overhead water tank, pump and motor room and other facilities as shall be provided for common use.

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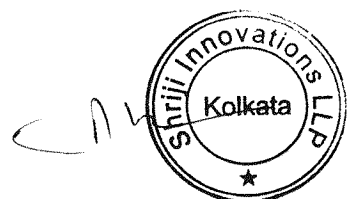
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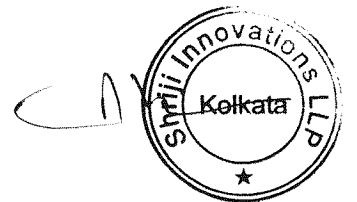
- viii) **CONSENTS** shall mean the planning permission and all other consents, licenses, permission and approvals (whether statutory or otherwise) necessary or desirable for carrying out, completion use and occupation of the Development and the New Building and/or Buildings.
- ix) **DEVELOPMENT AGREEMENT** shall mean this Agreement executed on the abovementioned date.
- x) **DEVELOPER** shall mean the said **SHRIJI INNOVATIONS LLP** and shall mean and include the present partners and/or those who may be taken in and admitted as partner or partners and/or those who may carry on the business of **SHRIJI INNOVATIONS LLP** and its legal representatives, executors, administrators and assigns.
- xi) **DEVELOPMENT COSTS** shall mean the entire gamut of expenditure which shall include all expenditure incurred on Land Development Costs, Land Leveling Costs by demolishing the kacha structure on the Land, Site expenses, Out of pocket expenses, Other incidental expenses, Development of Infrastructure, Development of internal passages, Costs of drainage and sewerage, Expenses relating to transformer and cable, Cost on Construction of buildings, any amenities and/or facilities for benefit of the project, site overhead expenses including salary PF, ESI etc. including site staff, the fees and expenses of any agents, surveyors, architects, design consultants, lawyers, engineers, supervisors, accountant, excess fees and other professional employed in connection with the carry out of the development and consultant fees, permission and license fees, sanctions fees, letting and disposal including agents fees and commission both present or prospective, insurance premium, taxes payable, and promotional and including cost incurred or to be incurred for Mutation and conversion of the land in the office of BL & LRO and Municipality, construction of Boundary wall etc.
- xii) **ENTIRE PREMISES** shall mean piece and parcel of land more fully and particularly mentioned and described in **Part-V** of the **SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the said premises.
- xiii) **FLATS/UNITS/APARTMENTS** shall mean the various flats, units, apartment, commercial space constructed, spaces and car parking spaces to be comprised in the various blocks and/or building of the Housing project and to be substantially for resident and/or commercial purposes to be ultimately held and/or owned by various person on ownership basis.
- xiv) **HOUSE BUILDING PROJECT** shall mean the Housing project to be undertaken by construction, erection and completion of new building and/or building at the said Premises as defined hereinafter and to be ultimately transferred to various intending purchasers on ownership basis.

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- xv) **INTENDING PURCHASERS** shall mean the persons intending to acquire the various flats, units, apartments, constructed completion of new building and/or building at the said Property as defined hereinafter and to be ultimately transferred to various intending purchasers on ownership spaces and car parking spaces on ownership basis.
- xvi) **FIRST PARTY/OWNER** shall mean the parties hereto of the One Part and shall include any modifications and/or successors and the legal representative, Attorney assigns and/or nominees.
- xvii) **PLAN** shall mean the Plan to be sanctioned by the authorities concerned and include any modifications and/or alteration made thereto from time to time and the C.C Plan on completion of the construction of the Building project together with the completion certificate issued form the competent authority.
- xviii) **PROFESSIONAL TEAM** shall mean the Architect, Structural Engineers, Mechanical and/or Electric Engineers, Surveyors and/or such other professional engaged and/or contacted by Developer from time to time.
- xix) **REVENUE SHARING** shall mean the sharing of the revenues accruing and arising from the sale of flats/apartments/units and parking areas in the project between the First Party/Owner and the Second Party/Developer at the ratio as agreed and recorded below in this Agreement after deducting 5% towards Marketing Costs and Brokerage Cost for the Project for carrying-out all and any Marketing activities related to the project, save and except the un-sold stock to be handed over to the First Party/Owner after completion of the project.
- xx) **SERVICES** shall mean the supply to and installation on the property of electricity, water, telecommunications, drainage and other services.
- xxi) **SINKING FUND** shall mean the fund to be paid and/or contributed by each of the flat Owner including the intending Purchasers towards maintenance fund which shall be held by the Developer/Seller and after the said new building is completed and possession is made over and upon formation of Association the said amount shall be transferred by the Developer/Seller to such Association.
- xxii) **TRANSFER** with its grammatical variation shall include transfer by possession and by any other means lawfully adopted for effecting what is understood as a transfer of space in a multi-storied building to the purchasers thereof.
- xxiii) **REVENUE** shall mean the amount received from the Intending purchaser(s) by the Second Party/Developer but will not include any amount received by the Developer towards:



- a. Any service tax, VAT, GST or any other present or future taxes/cess or any other statutory or government levies or fees/ charge on development, construction or sale/transfer of any Units or otherwise on the Housing Project;
- b. Any electric/water or any other utility deposits;
- c. Any moneys collected/received from the Intending Purchaser(s) for providing facilities / utilities including electricity, water, club amenities/ equipments etc;
- d. Any monies collected towards maintenance and/or contribution toward corpus fund, any amount received from the prospective Purchaser towards legal charges, share money, society membership fees, stamp duty, registration fee, documentation charges for transfers of Unit(s) and other incidental and allied costs, expenses, of all deeds, documents, agreement, collected from Intending Purchasers;
- e. All fitment charges, furniture, machineries, equipment, furnishing, tools, etc. to be provided to Institutional Unit;
- f. Any grants and/or subsidies to be received for on in connection or in relation with the Development Work of the Project from the Authorities concerned under any Government or Statutory Scheme; and
- g. Any payment which may be specifically stated elsewhere in the Agreement to be solely realized and appropriated by the Developer;

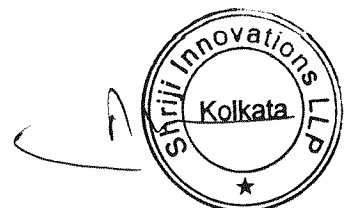
And accordingly any such amounts received and collected by Developer at (a) to (g) shall not be shared with the Owner.

xxiv). **PROJECT ACCOUNT** -:The term Project Account shall mean the **Revenue collection account or escrow account** which shall mean the account opened with a mutually acceptable Bank for the collection of all revenues and receipts relating to the Project including the gross revenue and all other income and collection or deposit including items which are excluded from the meaning of Gross Revenue [and if financial institution/bank from whom the Developer may have obtained credit facilities require the Developer to maintain a separate account for the purpose of collection of such amount, then such account shall for the purpose of this agreement be created as the Revenue Collection Account]. It is clarified that such account shall be an escrow account jointly controlled by the Owners and the Developer with instruction to the escrow bank to transfer the owner's revenue share to the bank account designated by the owners, immediately upon receipt of fund from the intending purchaser.

ARTICLE II- INTERPRETATIONS

2.1 In this Agreement save to the extent that the context otherwise so requires:

- a. Any reference to any act of central or state legislature whether general or specific shall include any modification, extension or re-enactment of it for the first time being in force and all instruments, orders, plans, regulations, bye laws permissions or directions any time issued under it.
- b. Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, supplemented or notated.



- c. An obligation of the Developer in this Agreement to do something shall include an obligation to procure that same shall be done and obligation on its part not to do something shall include an obligation not to permit, or allow the same to be done.
- d. Words denoting one gender shall include other gender as well.
- e. Words denoting singular number shall include the plural and vice versa.
- f. A reference to a statutory provision includes reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instrument or orders made pursuant thereto.
- g. Any reference to this agreement or any of the provisions thereof includes all amendments and modifications made in this Agreement from time to time in force.
- h. The heading in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- i. The Schedule shall have effect and to be construed as an integral part of this Agreement.

ARTICLE III - PRELIMINARY EXPENSES/PRE DEVELOPMENT COSTS

3.1 At or before execution of this Agreement and in contemplation of the execution of the **Joint Development Agreement**.

- i) Appointment of the Architect
- ii) Architect's fees
- iii) Soil Testing
- iv) Preparation of the Plan
- v) Various other preliminary expenses in connection with undertaking the said Housing project.

The amount so incurred or to be incurred shall be done by the Owners till Sanction of Building Plan and shall form part of their Costs and the Owners will not be entitled to claim reimbursement of such expenses from the Developer. Post obtaining of Sanction plan all expenses in this regard shall be incurred & borne by the Developer. The Development of the project by the Developer shall commence only after Sanction of Revised Building plan which is yet to be obtained by the owners at its own cost & expenses.

ARTICLE IV – REPRESENTATIONS AND WARRANTIES BY THE FIRST PARTY/OWNER

4.1 At or before execution of this Agreement the First Party/Owner represented and assured the Developer as follows :-

- i) That the said entire premises belongs to the First Party/Owner alone and excepting First Party/Owner herein nobody else has right, title, interest, claim or demand into or upon the said Premises or any part or portion thereof.
- ii) That the said entire premises of land is free from all encumbrances, charges, liens, lispendens, attachments, trusts whatsoever or howsoever.
- iii) That the First/Party Owner have a marketable title in respect of the said Premises.
- iv) That the First Party/Owner are legally competent to enter into the Agreement.

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- v) That all municipal rates taxes and other outgoing payable in respect of the said entire premises upto the date of execution of this Agreement shall be paid borne and discharged by the First Party/Owner.
- vi) The First Party/Owner are in the peaceful and absolute possession of then said entire premises save and except few occupants.
- vii) That after completion of the construction and/or or during the course of construction work if any unit, apartment, flat and car parking spaces (part of the Building(s)) is sold to the purchaser(s) and then at the request of the Second Party/Developer, the First Party/Owner shall sign and execute respective deed of conveyance(s) along with the Developer being the Sellers unto and in favour of the intended purchaser(s).
- viii) That the First Party/Owner shall execute one registered Development Power of attorney vesting several kind of powers including the power to cause transfer the unit, flats, apartments, car parking (part of the Building) together with undivided and proportionate share over the all common space and amenities of the building and over the land unto and in favour of the Second Party/Developer who shall then be solely and on behalf of the First Party Land owner being his attorney entitled to cause transfer of the absolute right, title and interest of the said unit, flats, apartments, car parking spaces together with undivided and proportionate share over the all common space and amenities of the building and over the land unto and in favour of the intending purchaser(s) against its desired and determined consideration.

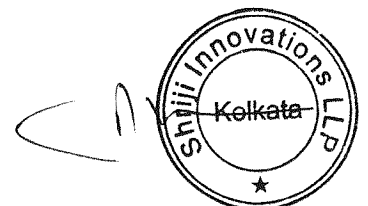
ARTICLE V- PRESENTATIONS AND WARRANTIES BY THE DEVELOPER

The Second Party/Developer has represented and warranted to First Party/Owner that the Developer is established in the business of construction and development of real estate and has sufficient infrastructure and expertise in this field.

ARTICLE VI – APPOINTMENT, COMMENCEMENT, POSSESSION AND DURATION

- 6.1 **Appointment:** The Parties hereby accept the Basic understanding between them as recorded in hereinabove and all other terms and conditions concomitant thereto including those mentioned in this Agreement. pursuant to and in furtherance of the aforesaid confirmations, the owner hereby appoint the Developer as the developer of the said Land to execute the Project on and subject to the terms and conditions as contained in this agreement and the Developer hereby accepts the said appointment by the Owner.
- 6.2 **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of obtaining the Revised building Plan which is still due to be sanctioned (hereinafter referred to as the COMMENCEMENT DATE) and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.
- 6.3 **Possession :** vacating by owner : Within 30 days of sanction of Revised Building plan, the owner shall vacate the entirety of the said Land to the Developer to enable the Developer's license to enter upon the same, for the purpose of execution of the Project. It is hereby expressly agreed

(Handwritten signatures)



by and between the parties hereto that the possession of the said Land shall not be given or intended to be given to the Developer under any circumstances whatsoever including in part performance as contemplated by section 53A of the Transfer of property Act 1882 read with Section 2 (47) (v) of the Income Tax Act 1961. The possession, juridical or otherwise, of the said Land shall remain vested in the owner until such time the completion of construction of the project and thereafter such possession shall be jointly held by the owner and Developer save the areas delivered to the Transferees or those that may be separately allocated amongst the parties.

- 6.4 Unless terminated and/or determined by the parties hereto by mutual consent, in writing, this agreement shall remain in full force and effect until such time the said housing project is completed.

ARTICLE VII- PLAN

It shall mean the Building Sanction Plan Vide no. 314/XVI dated 15/02/2021 approved by the South Dum Dum Municipality and subsequently Revised sanction plan has been submitted to the Municipality on dated 14/8/2021.

- 7.1 The expression "Plan" shall mean and include all modification and/or alterations made thereto from time to time and also include the CC Plan along with Completion Certificate.
- 7.2 The Developer shall be entitled to amend and/or alter and/or modify the said Plan and the Owner hereby consent to the same.
- 7.3 All the expenses till obtaining the Revised building sanction plan shall be paid and borne by the Owners AND henceforth any further renewal and/or modification and/or alterations, if made, shall be paid and borne by the Developer herein.

ARTICLE VIII- DEVELOPMENT RIGHT AND LIABILITIES

8.1 Subject to the terms and conditions herein contained and subject to the developer agreeing to undertake construction of a new project comprising of a new building and/or building at the said premises and to incur all costs, charges and expenses in connection therewith, the Owner has agreed to grant the exclusive right of development in respect of the said Housing Project unto and in favor of the Developer herein and in connection therewith the Developer shall be entitled to and is hereby authorized to :

- i) Apply for and obtain all consents approvals and/or permission as maybe necessary and/or required for undertaking development of the said Premises.
- ii) Take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the Premises or any adjoining or neighboring premises and which need to be diverted as a result of the Development.
- iii) Install all electricity and other connections.
- iv) Serve such notices and enter into such agreement with statutory or other companies as may be necessary to install services
- v) Give all necessary or usual notices under any statute affecting the demolition and clearance of the premises and the development, give notices to all water, electricity and other

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statutory authorities as may be necessary in respect of development of the said Premises and pay all costs, fees and outgoing incident to or consequential on, any such notice and indemnify and keep indemnified the Owner from and against all costs charges claims actions suits and proceedings

- vi) Remain responsible for due compliance with all statutory requirement whether local, state or central and shall also remain responsible for any deviation in construction which may be not be in accordance with the Plan and has agreed to keep the Owner saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.
- vii) Remain responsible for any accident taking place while undertaking construction and completion of the said new building and/or building and/or Housing project in accordance with the Plan and has agreed to keep the Owners saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.
- viii) Comply and/or procure compliance with, all conditions attaching to the building permission and any other permissions which may be granted during the course of the development.
- ix) Comply and/or procure compliance with, all statutes and any enforceable codes of practice of the Municipal or other authorities affecting the Premises or the development.
- x) Take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts deeds and things required by any statute and comply with the lawful requirement of all the authorities for the development of the said Premises.
- xi) Incur all costs charges and expenses for the purpose of constructing erecting and completing the said Housing Project in accordance with the Plan with any and all modifications and/or alternations to be made thereto from time to time and sanctioned by the authorities concerned.
- xii) Make proper provision for security of the premises during the course of development.
- xiii) Not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said Premises or any part or portion thereof.
- xiv) Not to expose the owner to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as maybe necessary and/or required for the purpose of the construction erection and completion of the said project.
- xv) To remain solely liable and/or responsible for all acts deeds matters and things for undertaking the said housing project in accordance with the Plan and to pay perform and observe all the terms conditions covenants and obligations on the part of the Developer to be said performed and observe.

8.2 For the purpose of the development of the said project the Developer has agreed:

- i) To appoint its own professional team for undertaking development of the said premise.
- ii) To take all necessary action to enforce the due, proper and prompt performce and discharge by the other parties of its respective obligations under the building contract, any sub contracts or agreements with the Development and the appointments of the member of its

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Professional Team and the Developer shall itself diligently observe and perform its obligation under the same.

- iii) To have used and/or shall continue to use all responsible skill and care in relation to the development, to the co-ordination, management and supervision of the Building Contractor and the Professional Team, selection and preparation of all necessary performance specifications and requirements and to design of the Development for the purpose for which is to be used.
- iv) That proper checking has been done to ensure that the approved plans and subsequently, if any, the modified plans have been and will be prepared competently and professionally so as to provide for a building free from any design defects and fit for the purpose for which is to be used and the Premises is fit for the carrying out of the development.
- v) To commence and proceed diligently to execute and complete the development:
 - A. In a good and workman like manner with good quality of materials of their several kinds free from any latent or inherent defect (whether of design, workmanship or material) to the reasonable satisfaction of the Owner.
 - B. In accordance with the Plan, Planning Permissions and all planning permissions which may be granted for the development, the consents, any relevant statutory requirement and building regulations, the requirements of any statutory or other competent authority and the provision of this agreement.
 - C. The Developer shall use its best endeavors to cause the Development to be practically completed in accordance with the provisions of this Agreement.
- vi) The Second Party/Developer shall be entitled to put advertisement boards upon the said land without involving the names of the First Party/Land Owners in any manner.

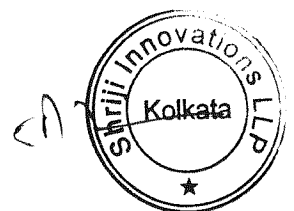
ARTICLE IX- OWNER'S OBLIGATIONS

9.1 The First Party/Owner has agreed:

- i) To co-operate with the Developer in all respect for development of the said Housing Project in terms of this agreement.
- ii) To execute all deeds, documents and instruments as may be necessary and/or required from time to time.
- iii) To obtain sanction of Revised Building submitted before The South Dum Dum Municipality and all subsequent clearances there till commencement of the project.
- iv) For the purpose of obtaining all permissions for renewal and/or modification and/or alteration of the Said Plan to sign and execute all deeds, documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the New Building and/or Building in accordance with the said Plan.

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- v) The Owner shall grant one registered Development Power of Attorney in favor of the Developer or its nominee and/or nominees to enable the Developer to:
- a. Obtain all permissions approvals, sanctions, renewal, modification and/or alteration of said plan and/or consents as may be necessary and/or required including permission from the Fire Department, Police and other authorities.
 - b. Appoint Architect, Engineers, Contractors, Professional Team and other agents
 - c. Do all acts deeds and things for the purpose of giving effects to this agreement.
 - d. Execute the Deed of conveyance in respect of all units, flats, apartments, car parking spaces together with the undivided proportionate share in the land attributable to the saleable flats, units in favour of the Intending Purchases acquiring flats, units, apartments, constructed spaces and car parking spaces in the said Premises.

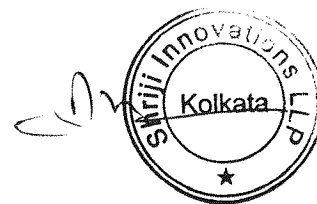
9.2 The Owners have agreed and has covenanted with the Developer that during the continuance of this Agreement they will not create any interest to any third party therein and in the event of there being any defect in title it shall be the obligation and responsibility of the Owner to remedy and/or cure such defects at his own cost and shall keep the Developer and/or its partners saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings including litigation costs.

9.3 The Owners agree that they will not transfer or assign the benefits of this Agreement to any other person and/or persons without the consent of the Developer in writing.

ARTICLE X- DEVELOPMENT COSTS

10.1 After obtaining the Revised Building Sanction Plan, the Developer shall incur all development costs including all costs, fees and expenses wholly and exclusively expended or incurred including, without limitation, the item listed below:

- i) The proper costs of obtaining planning permissions in respect of the development (including fees of the architects surveyors or consultants relating thereto) together with planning and building regulation fees, fees payment to statutory undertakers and other fees necessary to secure all required consents and any costs in entering into and complying with any agreement or any legislature of similar nature
- ii) The proper costs of investigations, surveys, and tests in respect of soil, drains, structures etc.
- iii) The proper costs to be incurred and/or payable to architect, surveyors, engineers, quantity surveyors or other engaged in respect of the development ost obtaining Revised Building Sanction Plan.
- iv) The proper costs and expenses payable for marketing and/or selling the Units in the said project including any advertising, research and other marketing costs.
- v) All rates, water rates, or any other outgoing or impositions lawfully assessed in respect of the Premises or on the Owner or occupiers of it in respect of the Development and all costs of maintain and repairing the Development in so far as in all such cases the responsibility therefore is not assumed by or recoverable from third party.



- vi) All cost or charges to be incurred for the litigation or any proceedings in relation to the construction of such Housing Project.
- vii) All other sums properly expended or incurred by the Developer in relation to carrying out the completion of the Development.
- viii) All proper costs and interests and other costs payable by the Developer for undertaking development of the said project.

ARTICLE XI- CONSTRUCTION, ERECTION AND COMPLETION

11.1 The Owner hereby covenants with the Developer that save & except few occupants the owners are presently in complete vacant possession of the entity of the said Property.

11.2 The Owner have agreed to grant power to the developer to enter upon the said Property. The Developer shall undertake development of the said Housing Project in accordance with the said plan as sanctioned by the authorities concerned with any modifications and/or alteration made thereto from time to time and unless prevented by circumstances beyond its control the Developer shall cause the said Housing project i.e. the new building and/or building to be constructed on the said Premises with such specifications within a period of **72 (Seventy Two) months** from the date of commencement of construction together with a grace period of 180 days (hereinafter referred to as the **COMPLETION DATE**) and/or as shall be mutually agreed between the parties to this development agreement.

11.3 Immediately after execution and registration of this deed of joint development agreement and the Revised Sanction of Building Plan and other permission for undertaking construction is obtained, the Developer shall :

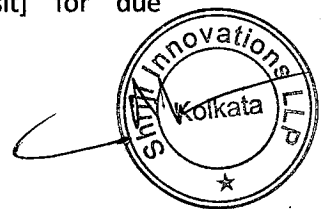
- i) Immediately commence and/or proceed diligently to execute and complete the development.
- ii) Proceed diligently and execute and complete the development in a good and workmanlike manner with good quality materials and/or as maybe recommended by the Architect free from any latent or inherent defect.
- iii) Execute and complete the development in accordance with the approved plan and shall comply with the requirement of any statutory or other competent authority and the provision of this agreement.

11.4 The said specification may be altered as may be recommended by the Architect and shall be substituted with specifications of comparable quality.

ARTICLE XII- REFUNDABLE SECURITY DEPOSIT

12.1 The Developer will pay to the Owner a sum of **Rs. 18,00,00,000/- (Rupees Eighteen Crores) only** as an interest free security deposit as security, which will be paid to the tune of 50% within 12 months from the date hereof and balance 50% within 12 months from time to time after commencement of construction work [Deposit] for due

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performance of its obligations hereunder. The Deposit shall be refunded back to the Developer upon completion of the Project.

ARTICLE XIII- SHARE AND DISTRIBUTION

- 13.1** Taking into account the marketing & technical expertise which the Developer possesses, it has been agreed by and between the parties hereto that the total saleable area in the project shall be sold and marketed by the Developer and in this regard, the Developer shall be entitled to and is hereby authorized to enter into the agreement for sale and transfer in respect of the various flats /units /apartments, constructed spaces and car parking spaces and the Owner agrees to be parties to such agreement.
- 13.2** In consideration of the mutual covenants herein contained and in further consideration the Owner has agreed to provide the said Property for the purpose of undertaking development and it has been agreed by and between the parties hereto that the net proceeds as generated consequent to the sale and transfer of the various flats/Units/Apartments, other constructed spaces and car parking spaces forming a part of the project will be shared in between the parties hereto in the said Ratio i.e. **40 % by the Owner and 60 % by the Developer [AGREED RATIO]** and the amount which may become payable and/or receivable by the Owner are hereinafter referred to as the Owner's Share and the amount which is to be retained by the Developer in terms of this Agreement is hereinafter referred to as the Developer's Share.
- 13.3** In case, the entirety of the Project does not get sold before the Completion of the Project, the Parties may extend the time upon mutual agreement in writing. Unless so mutually agreed to in writing, the parties shall on Completion of Construction allocate amongst themselves units, parking spaces and other Transferable areas as per their respective ratio in amicable and equitable manner as also hereinafter morefully contained.
- 13.4** The Developer shall take application requests for receiving booking but all agreement for sale, allotment, sale deed, nomination/transfer etc., of any Transferable Areas shall be signed and executed by both parties. The Developer shall inform the Owner about any proposed date of execution at least one day in advance in writing and if the Owner's authorized representative fails to be present at the time of execution then the Developer shall be entitled to represent the Owner as constituted attorney and to send the copy of the document so signed within a maximum of 7 days of its execution.
- 13.5** After the completion of the project, the Owner in respect of the share of the said land and the Developer in respect of the transferrable area in the form of apartments/flats/units and other constructed areas of the Project shall jointly execute a Deed or Deeds of Conveyance in favour of intending Purchaser(s) or its nominee(s) in such part or parts as may be requested by the Developer. All other costs like stamp fees, registration charges, etc. would be borne by the Transferees.
- 13.6** All formalities, requirements and compliances under the real estate laws including the RERA Act, 2016 shall be wholly and exclusively complied with by the Developer and the share, rights and entitlement of the Owner in the Realization or otherwise hereunder shall not be affected in any manner thereby.






- 13.7 Demarcation of Respective separate Allocations out of unsold areas :** The Parties have mutually agreed that on Completion of the project as and when the Parties shall formally demarcate their respective allocations in unsold areas, the details of such demarcation shall be recorded in a separate instrument.
- 13.8 Owner's Allocation in unsold areas:** The Owner shall be entitled to the allocated unsold areas forming part of Owner's Allocation with right to transfer or otherwise deal with the same in any manner the Owner deems appropriate and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the same. It is clearly understood that the dealings of the Owner with regard to the said allocated unsold areas forming part of Owner's Allocation shall not in any manner fasten or create any financial liabilities upon the Developer. However, any transfer of any part of such areas shall be subject to the other provisions of this Agreement.
- 13.9 Developer's Allocation in unsold areas:** The Developer shall be exclusively entitled to the allocated unsold areas forming part of the Developer's Allocation with exclusive right to transfer or otherwise deal with the same in any manner the Developer deems appropriate, without any right, claim or interest therein whatsoever of the Owner and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the same. It is clearly understood that the dealings of the Developer with regard to the said allocated unsold areas forming part of Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Owner. However, any transfer of such areas shall be subject to the other provisions of this Agreement.
- 13.10 Cost of Transfer:** The costs of the aforesaid conveyances of the Developer's Allocation including stamp duty and registration fees and all other legal expenses shall be borne and paid by the Developer or the Transferees.
- 13.11 MARKETING -:** The Developer shall be entitled to and is hereby authorized to -
- i) Appoint brokers and other agents for promoting the sale and transfer of the various flats, units, apartment, other constructed spaces and car parking spaces to form part of the Development in respect of the said property.
 - ii) To work out the strategy for promoting sale of development without making any consultation with the owner.
 - iii) To negotiate with intending purchasers for sale and transfer of the various flats units apartment constructed spaces and car parking spaces and on such terms and conditions as agreed to between the Owner and the Developer.

ARTICLE XIV- COLLECTION AND DISTRIBUTION OF REVENUE:

- 14.1** At the end of every month, on or before 15th of every succeeding month, beginning from the date of launch of the said project, the Developer shall send a statement of sales made, amount collected and deposited into Project Account.
- 14.2** The term Project Account shall mean the Revenue collection account or escrow account which shall mean the account opened with a mutually acceptable Bank for the collection of all revenues and receipts relating to the Project including the gross revenue and all other income

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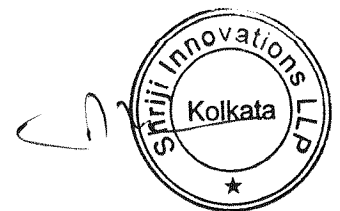
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and collection or deposit including items which are excluded from the meaning of Gross Revenue [and if financial institution/bank from whom the Developer may have obtained credit facilities require the Developer to maintain a separate account for the purpose of collection of such amount, then such account shall for the purpose of this agreement be created as the Revenue Collection Account]. The parties shall open a joint escrow bank account operable under the joint signature of one authorized representative of all the Owner and one authorized representative of the Developer [Designated Bank Account].

- 14.3** The Developer shall receive and/or deposit the entire Realizations or any part thereof only in the Designated Bank Account and in no other account whatsoever. Thereafter the Realizations will be split and transferred to the respective Parties bank accounts according to their Agreed Ratio.
- 14.4** It is clarified that such account shall be an escrow account jointly controlled by the Owner and the Developer with instruction to the escrow bank to transfer the owner's revenue share to the bank account designated by the owners, immediately upon receipt of fund from the intending purchaser.
- 14.5** Necessary mandate/instructions shall be given in the Designated Bank Account to remit on a daily basis the Pass Through Charges to the account of the Developer and the entire daily closing balance of the Realizations, to the respective different individual accounts of the Owner and the Developer in the Agreed Ratio. Such mandate/instructions shall not be altered or revoked under any circumstances except under joint signature of the authorized representatives of both parties and even so, the sharing of Realizations between the Owner and the Developer in the Agreed Ratio shall not be affected in any manner.
- 14.6** The Owner are required to refund any amount due to cancellation of booking and/or termination on account of breach by the customers in the said project, the Owner shall forthwith refund their share to the Developer so as to enable the Developer to refund the amount to such customer. For clarity, it has been clearly understood between the Owner and the Developer that the distribution of the Revenue is based on the amount actually received and not on accrual basis.
- 14.7** The Extras and Deposits shall be taken by the Developer in its own name and the Developer shall utilize the same for the respective purpose. The Owner shall have no concern or responsibility in connection with the figures or utilization in respect of pass Through Charges or Extras and Deposits. The particular deposits shall be compulsorily transferable to the Association/Society immediately upon its formation.
- 14.8** On completion of the said Project, the Developer shall reconcile the entire accounts of the project. The Owner after satisfying about the correctness of the account shall give a written confirmation to the Developer that the Owner's revenue share from the project is fully received or accounted for and in the event of amounts remaining outstanding or due from customer, the developer shall certify the amount payable to the Owner in respect of the same.
- 14.9** The owner shall be entitled to copies of all agreement with customers/purchasers of the apartment in the Project and the Developer agrees to provide the same as and when executed by the Developer.



14.10 The Developer shall be entitled to collect all the taxes, VAT, Goods & Service Tax (G.S.T) as and when applicable, or any statutory payment, levied by whatever State, Central Government Body or Corporation from the purchaser of the built-up area separately as applicable and the same will not be part of the gross receipts. It is hereby clearly agreed, understood and clarified between the parties that as the Developer is solely responsible for the construction and transfer of the super built area to prospective buyers of apartments, it will also be solely responsible for compliance with the relevant laws relating to taxes, VAT and Goods & Service Tax (G.S.T) as when applicable and will ensure prompt payment of the amounts collected from the customers towards these levies after claiming such rebates, reliefs and set off available under law. Further, in this regards, the Developer shall duly indemnify and keep indemnified the Owner from all costs, losses or damages that the Owner may incur on account of any claims or demands made against the Owner by the VAT and/or Goods & Service Tax (G.S.T).

ARTICLE XV- POWERS AND AUTHORITIES :

15.1 To enable the Developer to specifically perform its obligations arising out of this Agreement and subject to the other terms, conditions, covenants and stipulations of this agreement, the Owners do hereby agree and undertake to jointly and/or severally execute, maintain and cause to be registered simultaneously herewith or any time hereinafter an, exclusive special power of attorney ("POA") in favour of the Developer. The POA executed by the Owners in favour of the Developer shall remain effective and registered for the entire term of this Agreement so as to enable the Developer to perform all its obligations as stated under this Agreement. The Developer shall be entitled to appoint one or more officers as nominees under the said POA for the exercise of any or all of the powers and authorities thereunder, to do, execute and perform all or any of the following acts, deeds, matters and things jointly or severally with respect to the said project land.

- a) To obtain permission or approval from the Planning Authorities and other authorities as may be required for the development and construction of the New Buildings in accordance with this Agreement and for that purpose to sign such applications, papers, writings, undertakings, appeals, etc., as may be required.
- b) To enter upon the said project land with men and material as may be required for the purpose of development work and erect the New Buildings as per the Building Plan and/or revision/modification herein.
- c) To appoint the named architect, contractors, sub-contractors, consultants, surveyors etc. as may be required and to supervise the development and construction works of the New Buildings on the entire said land.
- d) To apply for modifications/revisions/revalidation of the Building Plans from time to time as may be required.
- e) To apply for obtaining quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Buildings,

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- f) To approach the concerned authorities for the purpose of obtaining permissions and service connections including water, sewerage and electricity or carrying out and completing the development of the said entire project land,
- g) To make deposits with the Planning Authorities and other authorities for the purpose of carrying out the development work and construction of the New Buildings on the said land and to claim refunds of such deposits and to give valid and effectual receipt and discharge on behalf of the Owners in connection therewith,
- h) After completion of the construction of the New Buildings or any Phase of the Building Complex, to apply for and obtain occupation and completion certificate in respect thereof or parts thereof from the Planning Authorities or other concerned authorities,
- i) To enter into agreements for sale of flats, apartments and units and any other Constructed spaces with the intending purchasers alongwith or without the corresponding undivided share in the said land, on such terms and conditions as the Developer may think fit and proper,
- j) To receive consideration, rents, and deposits there for and present the deeds and documents for registration and admit the execution of such documents before the appropriate Registering authorities,
- k) To appear and represent Owner/First Parties before the Additional Registrar, Sub-Registrar, District Registrar, Additional District Sub-Registrar, Registrar of Assurances, Kolkata, in connection with the sale and transfer of flats, apartments and units alongwith or without the corresponding undivided share in the said land and the Buildings constructed on the said premises,
- l) To accept any service of writ of summons or other legal process on behalf of and in the name of the Owners and to appear in any court or authority as the Developer deem appropriate and to commence, prosecute and/or defend any action or legal proceedings relating to the development of the said land in any court or before any authority as the Developer may think fit and proper and for such purpose to appoint any Solicitor, Advocate, Lawyer in the name and on behalf of the Owners or in the name of the Developer and pay the costs, expenses, fee and other outgoings. Further to depose in the court of law or authority, sign vakalatnama, sign and verify the plaint, written statement, affidavits, petitions, applications, appeals, tabular statements, cross appeals, claims, counter claims etc., and any other document or documents in furtherance of the said objective. Provided always that this authority shall be available to and exercised by the Developer strictly only in cases where such litigation would touch or concern the development of the project on the said land without in anyway relating to (it affecting the title of the said land or the Owners' Share or Owner's interest on the said land.
- m) 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

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terms and conditions as may be applicable. Such finance may be secured by mortgaging the said Developers share in the said land belonging to the Owners in favour of any bank/ financial institution and if required by the Bank, the First parties/Owners and each one of them do hereby authorize and empower the Developer/Second party to deposit the original title deeds of the said land by way of Equitable Mortgage and/or by executing Simple Mortgage and/or by creating English mortgage or by executing registered mortgage along with charge on developer's share of revenue 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., Notwithstanding the same, the Developer shall take the project finance without creating any charge / liability in respect of owner's share of revenue or Owner's allocation in the project.

- n) To sign all documents, agreements, undertakings, loan agreements, registered mortgages, indemnities etc. in relation to and/or in connection with the aforesaid Project finance from any Bank of financial Institution.
- o) To sign all documents, agreements, undertakings, loan agreements, registered mortgages, indemnities etc. in relation to and/or in connection to the Home Loans being availed by any of the Allottees in the Project from any Bank of financial Institution.
- p) Without affecting the rights, interests and title of the Owners to do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as the Owners could do in person.

15.2 The Owner hereby ratifies and confirms, and agrees to ratify and confirm all acts, deeds and things lawfully done in the interest of the project and in accordance with the terms conditions, covenants and stipulations of this agreement by the Developer and persons nominated by the Developer in pursuance of the powers and authorities granted as aforesaid.

15.3 While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owner in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe the rights interests and title of the Owners in any manner or put any financial liability or other obligations claim or liability upon the Owners

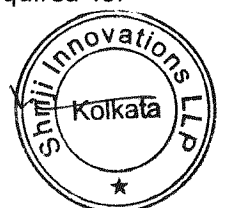
ARTICLE XVI - LOAN FROM BANKS & OTHERS

16.1 The First parties/Owners hereby agrees and confirms that the Second Party/Developer will be entitled to arrange for financing of the project (project finance) from any Bank and or Financial Institution and also private parties as may from time to time be required for

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carrying out and completing the said development work and/or construction of the proposed building complex on the said premises and the same on such terms and conditions as the Second party shall think proper and for this purpose the Second Party/Developer shall have complete right to create all kinds of mortgage and/or charge in respect of the said Land along with the charge on Developer's share of revenue/allocation in the project including by way of equitable / registered mortgage by deposit of Original documents of Title to the entities from whom the Project Finance is obtained by the Developer AND for this purpose the Owners grant their "No Objection", BUT, the Developer shall always remain liable to repay the loan with interest as may be required by the Financial institution.

- 16.2** The Second party shall be entitled to secure repayment of the loans and/or advances as may from time to time be obtained by the Second party as also interest thereon by creating charge and/or mortgage over the said land and in respect of the several flats, units, offices, shops and other spaces of the building complex constructed on the said premises in favour of the Bank or financial institutions or other parties and the First parties shall render its best cooperation and assistance by providing "No Objection Certificates" to the Second party in the matter of the Second party securing said loans and/or advances.
- 16.3** The parties hereby further record and confirm that the Developer shall be entitled to sign all necessary documents as may be required by any prospective Allottee in the project for obtaining any Home Loan in respect of any Unit or Apartment proposed to be and/or purchased and/or acquired in the said project.

ARTICLE XVII - RATES & TAXES

- 17.1** All rates taxes and other outgoing including Khazana (hereinafter referred to as the RATES & TAXES) payable in respect of the said Property will be paid borne and discharged by the developer till completion of the Housing Project.

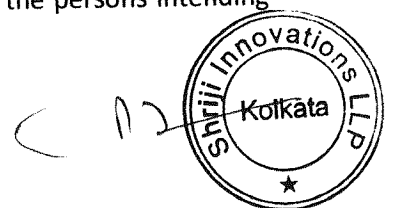
ARTICLE XVIII - BREACHES AND CONSEQUENCES THEREOF

- 18.1** None of the parties shall be entitled to cancel and/or rescind this Agreement and in the event of any default on the party (hereinafter referred to as **DEFAULTING PARTY**) the other party shall be entitled to sue the party in default for specific performances of this agreement and for other consequential reliefs **IT BEING EXPRESSLY AGREED AND DECLARED** that it is the intention of the parties hereto to jointly undertake development of the said premises and to share the net sale proceeds amongst themselves at the mentioned rate as far as possible and shall amicably try and resolve all disputes and differences. However, in the event the parties shall first refer all such disputes and differences to arbitration in the manner as hereinafter appearing before initiating legal proceedings.

ARTICLE XIX - RULES AND REGULATION FRAMED BY DEVELOPER TILL FORMATION OF ASSOCIATION / SOCIETY/SYNDICATE/COMPANY

- 19.1** The Developer shall be entitled to frame necessary rules and regulation for the purpose of regulating the user of the various units of the said project and each of the persons intending

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to and/or acquiring a unit/space in the said project shall be liable and agrees to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on the account of the maintenance charges to the maintenance company till such time the such Society/Syndicate/Association/Company is formed.

ARTICLE XX - HOUSING ORGANISATION

- 20.1** After completion of the said Housing project or soon thereafter the Developer shall cause a Society/Syndicate/Association/Company/ Adhoc Committee to be formed for the purpose of taking over of the common parts and portions and also for the purpose of rendition of the common of the common services and each of the person acquiring a unit/space in the said new building and/or project shall be bound to become a member of such Holding Organization.
- 20.2** In the event of the control of the common parts and portions and the obligation of renditions of common services being entrusted by the Developer to any Facility Management Company each of the persons acquiring a unit/space in the said new building and/or project shall be liable and unconditionally agrees to make payment of the proportionate share of the maintenance charges to such Management Company without raising any objection whatsoever or howsoever.

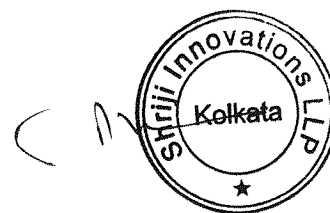
ARTICLE XXI - FRAMING RULES FOR ASSOCIATION/ADHOC COMMITTEE

- 21.1** The Developer shall be entitled to frame necessary rules and regulations for the purpose of regulating the user of the various units and/or the common parts and portions forming part of the said project and each of the persons intending to and/or acquiring a unit/space in the said project shall be liable and agrees to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on account of maintenance charges to the maintenance company till such time the Holding Organization/Association/Adhoc Committee.

ARTICLE XXII - FORCE MAJEURE

- 22.1** Force majeure shall mean and include an event preventing either party from performing any or all of its obligations under this agreement ,which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the responsible control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormal inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic, pandemic and endemic or other natural physical disaster, failure or shortage of power supply ,war, military operations ,riot, crowd disorder, strike, lock-outs , labor unrest or other industrial action, terrorist action, civil commotion, and any legislation, regulation, ruling or omissions (including failure to grant any necessary permission or

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sanctions for reason outside the control of either party) or any relevant Government or Court orders.

22.2 If either party is delayed in, or prevented from, performing any of its obligations under this agreement by any event of Force Majeure, that the party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure, during the continuance thereof, and for such time after the cessation, as is to perform its obligations. Neither the Owner nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither the Owner nor the Developer shall be deemed to have defaulted in the performances of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event consulting Force Majeure.

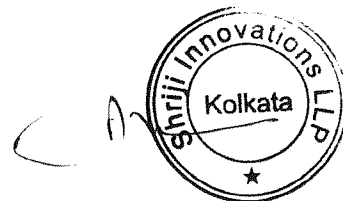
22.3 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of continuance of the event of Force Majeure.

ARTICLE XXIII – CONFIDENTIALITY

23.1 Confidential Information shall mean and include all trade secrets, business plans and other information relating to (whether directly or indirectly) the businesses thereof (including, but not limited to, the provision of this Agreement) and in whatever form, which is acquired by, or disclosed to, the other Party pursuant to this Agreement.

23.2 In consideration of Confidential Information of each Party (Disclosing Party) being made available to the other Party (Receiving Party) under this Agreement, the Receiving Party shall at all times :

- a. Treat all such Confidential Information as secret and confidential and take all necessary steps to preserve such confidentiality.
- b. Not use any Confidential Information other than for the purpose of performing its obligations under this Agreement and in particular, not to use or seek to use such Confidential Information to obtain (whether directly or indirectly) any commercial, trading or other advantage (whether tangible or intangible) over the Disclosing Party.
- c. Not disclose such Confidential Information to anyone other than with the prior written consents (such consents to be granted or withheld at the Disclosing Party's absolute discretion) of the Disclosing Party.
- d. Not make any copies of any such Confidential Information (including, without limitation, any document, electronic file, note, extract, analysis or any other derivation or ways of representing or recording any such Confidential Information) without Disclosing Party's prior written consents (such consents to be granted or withheld at the Disclosing Party's absolute discretion).



- e. Upon written request by the Disclosing Party, promptly deliver to the Disclosing Party or the direction of the Disclosing Party, destroy, all materials containing any such (such consents to be granted or withheld at the Disclosing Party's absolute discretion) and all copies, extract or reproduction of it (as permitted under this Agreement) and to certify compliance to the Disclosing Party in writing.

ARTICLE XXIV – ENTIRE AGREEMENT

- 24.1 This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreement between Parties, oral or implied.

ARTICLE XXV - AMENDMENT / MODIFICATION

- 25.1 No amendment or modification of this agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the parties and expressly referring to the relevant provision of this Agreement.

ARTICLE XXVI – NOTICE

- 26.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, by or facsimile transmission or registered post with acknowledgement due or through courier service to proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time)
- 26.2 Any such notice or other written communication shall be deemed to have been served:
- a. If delivered personally, at the time of delivery.
 - b. If sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities.
 - c. If sent by facsimile transmission, at the time of transmission (if sent during business hours or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.
 - d. In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or courier, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

ARTICLE XXVII - AUTHORISED REPRESENTATIVE

27.1 APPOINTMENT OF OWNER'S REPRESENTATIVE

For the purpose of giving effect to this agreement and implementation thereof it has been agreed that the Owner himself shall be deemed to be the representative for the following purposes :-

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- I) The giving and receiving of all notices, statements and information required in accordance with this agreement
- II) Performance and responsibilities of the Owner in connection with the Development
- III) For such other purposes for the purpose of facilitating the work of completion of the said project in terms of this Agreement.

ARTICLE XXVIII - APPOINTMENT OF DEVELOPER'S REPRESENTATIVE

28.1 For the purpose of giving effects to this Agreement and implementation thereof it has been agreed that Mr. Siddhartha Goenka shall be deemed to be the representative of the Developer for the following purpose:

- I) The giving and receiving of all notices, statements and information required in accordance with this agreement
- II) Performance and responsibilities of the Developer in connection with the Development
- III) For such other purposes for the purpose of facilitating the work of completion of the said project in terms of this Agreement.

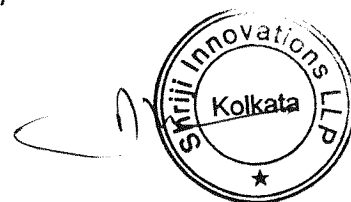
28.2 It is hereby expressly made clear that any act, Deed or thing done by any of the authorized representative shall be final and binding on the parties to whom such authorized representative belongs.

ARTICLE XXIX - MARKETING OF DEVELOPMENT/PRICING POLICY

29.1 The Developer shall market the entire Project in the most prudent and profitable manner and in such a way that it is to the best advantage of the Owner and the Developer. This is an essential condition of this agreement and the Owner shall not be entitled to separately sell or market the Project without the written consent of the Developer. In the event the Owner have interested parties willing to purchase the build up area, the Owner shall also refer all such interested persons to the Developer for evaluation and conclusion of sale till the completion of the project.

29.2 The Developer will announce the launch price of each phase and shall make available to the Owner the pricing policy of the sale of the constructed areas as and when the same are being and announced, changed, modified including any promotion scheme etc. The Owner and the Developer shall also fix the minimum price for the sale of apartments every quarter after reviewing the price achieved in the previous quarter in a meeting to be held in the beginning of each quarter and the price so fixed shall be minimum sale price for the sale of apartments in the said quarter.

29.3 The Developer shall not under any circumstances sell any apartment below the existing announced current minimum price, without the written consent of the Owner. The Developer shall also not do a downward revision of any of the prices already announced without the written consents of the Owner.



- 29.4 The Developer shall be entitled to brand the development and name of the project and various building to be developed with such development and the same shall not be changed.
- 29.5 It is clarified that though the Owner have entitled to share the revenue / sale proceeds in the manner stated above, the owner shall not be liable for any claims from the customers of constructed area and the developer shall be solely and exclusively responsible and liable to settle all customers claims be it for compensation for delay, quality of construction or any kinds of damages claimed by the customers and any kind amounts paid by the Developer to customers on account such claims shall not be deducted from revenue share of the Owner. The Owner are also not liable to share any losses which the Developer may incur in executing the Project due to any reason. It is however clarified that if there are any claims from the customer on account of the defect in title of the Owner to the Schedule Property or portion thereof or if the delay in completing the Project or any phase therein is on account of defect in the title of the Owner to the Schedule Property or portion thereof, the Owner shall be liable to compensate the losses fully.
- 29.6 It is agreed between the Owner and the Developer that the Project shall be marketed by the Developer as a Development project with the Owners.

ARTICLE XXX - DOCUMENTATION

- 30.1 The parties hereto jointly appoint a common Advocate and/or Solicitor for the purpose of undertaking drafting and finalization of the agreements for the sale and/or deeds of conveyance with the intent and object that there is uniformity in the documents to be executed in favour of the intending purchasers.

ARTICLE XXXI- MISCELLANEOUS

- 31.1 **RELATIONSHIP OF THE PARTIES:-** This Agreement does not create nor shall it in any circumstances be taken as having created a partnership between the parties and the rights and obligations of the parties shall be governed by the terms and conditions of this Agreement.
- 31.2 **NON WAIVER:-** Any delay tolerated and/or indulgence shown by any of the parties in enforcing the terms and conditions herein mentioned or any tolerance shown shall not treated or constructed as a waiver of any breach nor shall the same in any ways prejudicially affect the rights of either of the parties.
- 31.3 **COSTS:-** The Developer shall pay and bear the registration charges towards this Agreement.
- 31.4 The Developer shall have and retain for itself , its successors and assigns, the right at its expenses , to construct further and/or additional floors and for the benefit of the same and

Handwritten signatures and initials are present at the bottom of the page. On the right side, there is a circular stamp of Shyji Innovations LLP, Kolkata, with a star at the bottom.

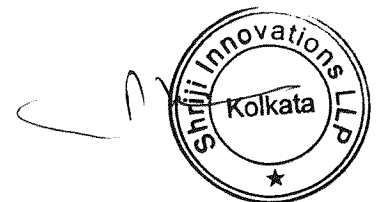
project adjacent property owned or operated by the Owners/Developer, to utilize and to grant easements over, across and under the common elements for utilities, sanitary and storm sewers, security or other types of monitors, cable television lines, walk ways, roadways, and right of way over, across and under the common elements including without limitation any existing utilities, sanitary lines, sewer lines, and cable television and to connect the same over, across and under the common elements provided that such utilization, easement, relocation and connection of lines shall not materially impair or interfere with the use of any unit.

It has been expressly agreed by and between the Owner that the Developer shall be entitled to amalgamate the adjacent property with the said premises and/or to provide the right of ingress and egress to enter into or obstruction whatsoever or howsoever and the Owner agrees not to raise any objection or dispute for such arrangement.

- 31.5** No remedy conferred by any of the provision of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy/shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.
- 31.6** Time shall be the essence as regards the provisions of this Agreement, both as regards the time and period mention herein and as regards any times or periods which may, by agreement between the parties be substituted for them
- 31.7** If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provision shall not in any way be affected or impaired thereby.
- 31.8** Save as hereinbefore provided, termination of this Agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.
- 31.9** All municipal rates taxes khazana and other outgoing on and from the date of commencement of the work of construction payable in respect of the said Premises shall be paid borne and discharged by the Developer.
- 31.10** In the event of any amount becoming payable on account of GST and/or under the works contract then and in that event the parties shall bear the same in proportion to their revenue.

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31.11 This Agreement shall be binding on the parties hereto and their respective successors and assigns.

31.12 Each party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

ARTICLE XXXII

32.1 The parties as far as possible shall try and resolve all disputes and differences which may arise amicably but in the events of such differences and/or disputes are not capable of being amicably resolved after execution of the this Development Agreement all disputes or differences between the parties hereto in any ways touching or concerning this Agreement or as to the interpretation scope or effects of any of terms and conditions herein contained or as regards the rights and liabilities of the parties hereto shall be referred to arbitration or an arbitral forum under the provisions of the Arbitration and Conciliation Act 1996 comprising of three person(Tribunal) one to be appointed by each of the parties and the third to be appointed by the two person appointed by the parties.

The Tribunal shall :-

- a. Proceed summarily and need not give any reasons for its award.
- b. Avoid all rules, procedures and/or evidences that can lawfully be avoided by mutual consent and/or direction by parties
- c. Fix the venue at Kolkata/North 24 Parganas only
- d. Use English as the language for proceedings
- e. Conduct the proceedings from day to day for at least 5 hours per day if the same is acceptable to all parties
- f. Not grant to either of the parties any extension of time and/or adjournment except on grounds beyond their control and only for such period as is the absolute minimum.
- g. Make publish their Awards within a period of six month from the date of entering upon the reference.
- h. Award damages along with the final awards against the Party not complying with any interim award or order passed by the Tribunal
- i. The award of the Tribunal shall be final and bidding.

THE SCHEDULE-A ABOVE REFERRED TO

PART -I

(THE PURCHASED LAND)

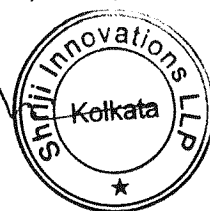
ALL THAT the piece and parcel of land area measuring 13996.65 sq.mtrs. equivalent to 209 cotthas 4 chittacks more or less together with structures comprised in and situated at Mouza Dakshindari, J.L. No.25, R.S. No.6, G.D. No.1, Sub-Division No.6, Touzi No.1298/2833, Parganas-Panchannagram, comprising of R.S. Dag nos. 1166, 1168, 1169, 1170, 1171, 1172, 1173,

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1166/4600 and 1171/4601 under R.S. Khatian Nos. 730, 731, 732, 733, 758, 759, 760, 761 (Modified Khatian nos. 739, 740, 741, 742, 743, 744, 745, 746, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 555, 557, 558, 537 & 538) being Municipal Holding No.116 (Old No.71 A) Dakhindari Road, Kolkata - 700 048, under Ward No.33 of South Dum Dum Municipality, Sub-Registry Office Bidhan Nagar, Police Station Lake Town, P.O. : Dakhindari, in the district of North 24 Parganas and butted and bounded as follows :

ON THE NORTH : 16 feet wide Sadhana Aushadhalaya Road & Sitala Para
 ON THE SOUTH : Dakhindari Road
 ON THE EAST : R.S. Dag No.1175 & 1176
 ON THE WEST : Part Sadhana Aushadhalaya Road & part Drain

PART -II

(LARGER PROPERTY)

ALL THAT the piece and parcel of land area measuring 13973.61 sq.mtrs. equivalent to 208 cotthas 13 chittacks 11 sft. more or less together with structures comprised in and situated at Mouza Dakshindari, J.L. No.25, R.S. No.6, G.D. No.1, Sub-Division No.6, Touzi No.1298/2833, Parganas- Panchannagram, comprising of R.S. Dag nos. 1166, 1168, 1169, 1170, 1171, 1172, 1173, and 1171/4601 under R.S. Khatian Nos. 730, 731, 732, 733, 758, 759, 760, 761 (Modified Khatian nos. 739, 740, 741, 742, 743, 744, 745, 746, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 555, 557, 558, 537 & 538) being Municipal Holding No.116 (Old No.71 A) Dakhindari Road, Kolkata - 700 048, under Ward No.33 of South Dum Dum Municipality, Sub-Registry Office Bidhan Nagar, Police Station Lake Town, P.O. : Dakhindari, in the district of North 24 Parganas and butted and bounded as follows :

ON THE NORTH : 16 feet wide Sadhana Aushadhalaya Road & Sitala Para
 ON THE SOUTH : Dakhindari Road
 ON THE EAST : R.S. Dag No.1175 & 1176
 ON THE WEST : Part Sadhana Aushadhalaya Road & part Drain

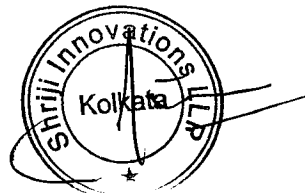
PART - III

(PORTION OF LARGER PROPERTY GIVEN GIFT TO SOUTH DUM DUM MUNICIPALITY)

ALL THAT the piece and parcel of land with Pond measuring 3620.40 sq. mtrs. equivalent to 54 Cottahs 2 chittacks more or less (i.e. Land measuring 31 Cottahs 7 Chittacks and Pond measuring 22 Cottahs 11 Chittack) comprised in and situated at Mouza Dakshindari, J.L. No.25, R.S. No.6, G.D. No.1, Sub-Division No.6, Touzi No.1298/2833, Parganas-Panchannagram, comprising of entire R.S. Dag Nos. 1168 (Pond) & 1171 (Portion) under R.S. Khatian Nos. 731, 732, 758, 760, 761 (Modified Khatian nos. 739, 740, 741, 742, 743, 744, 745, 746, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 555, 557, 558, 537 & 538) being portion of Municipal Holding No.116 (Old No.71A) Dakhindari Road, Kolkata - 700048, under South Dum Dum Municipality, Sub-Registry Office Bidhan Nagar, Police Station Lake Town in the district of North 24 Parganas and butted and bounded as follows:

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ON THE NORTH : By R.S. Dag No.1170 (Land of the Donor);
 ON THE SOUTH : Dakhindari Road;
 ON THE EAST : By R.S. Dag No.1176
 ON THE WEST : By R.S. Dag No.1171 (portion) (Land of the Donor)

PART - IV

(PORTION OF LARGER PROPERTY GIVEN GIFT TO SOUTH DUM DUM MUNICIPALITY)

ALL THAT the piece and parcel of land totalling to 77.78 sq. meters (equivalent to 837 sft.) more or less comprised in and situated at Mouza – Dakhindari, J.L. No.25, R.S. No.6, G.D No.1, Sub-Division No.6, Touzi No.1298/2833, Parganas Panchannagram, comprising of R.S. Dag No.1166 (Portion) under R.S. Khatian Nos.730, 731, 732, 758, 760, 761 (Modified Khatian Nos.739, 740, 741, 742, 743, 744, 745, 746, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 555, 557, 558, 537 & 538) being portion of Municipal Holding No.116 (Old No.71A), Dakhindari Road, Kolkata – 700048, under South Dum Dum Municipality, Sub-Registry Office Bidhan Nagar, P.O. – Dakshindari, Police Station - Lake Town in the District of North 24-Parganas and butted and bounded as follows:

ON THE NORTH : By R.S. Dag Nos. 1166 (portion) & 1171 (Land of the Donor)
 ON THE SOUTH : Dakhindari Road
 ON THE EAST : By R.S. Dag No.1167
 ON THE WEST : By R.S. Dag No.1165

PART - V

(the said Project Land)

(NET REMAINING LAND OF LARGER PROPERTY AFTER GIVING GIFT TO SOUTH DUM DUM MUNICIPALITY ON WHICH THE SAID COMPLEX IS BEING CONSTRUCTED)

ALL THAT the piece and parcel of land area measuring 10275.43 sq. mtrs. equivalent to 153 cotthas 8 chittacks 29 sft.) more or less together with structures comprised in and situated at Mouza Dakshindari, J.L. No.25, R.S. No.6, G.D. No.1, Sub-Division No.6, Touzi No.1298/2833, Parganas-Panchannagram, comprising of R.S. Dag nos. 1166, 1169, 1170, 1171, 1172, 1173, and 1171/4601 under R.S. Khatian Nos. 730,731, 732, 733, 758, 759, 760, 761 (Modified Khatian nos. 739, 740, 741, 742, 743, 744, 745, 746, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 555, 557, 558, 537 & 538) being Municipal Holding No.116 (Old No.71 A) Dakhindari Road, Kolkata - 700 048, under Ward No.33 of South Dum Dum Municipality, Sub-Registry Office BidhanNagar, Police Station Lake Town, P.O. : Dakhindari, in the district of North 24 Parganas and butted and bounded as follows :

ON THE NORTH : 16 feet wide Sadhana Aushadhalaya Road & Sitala Para
 ON THE SOUTH : Dakhindari Road
 ON THE EAST : R.S. Dag No.1168 & 1171 (part)
 ON THE WEST : Sadhana Aushadhalaya Road

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IN WITNESSES WHEREOF the Parties herein have set and subscribed their respective hands, seal and signature on the day, month and year as above written in presence of the following witnesses.

WITNESSES:

(1) Arindya Kundu
S/o. Late Gobinda Kundu
E/2, H.B. Town, Barasat Rd.
Sodepur, Kolkata-700110
24 Pangoras (M)

(2) Alik Sarkar
S/O Arun Sarkar
14/13 Nagerbagan Nata Rd
Nagerbagan
Kolkata 700 028

Alton Vanijya Private Limited
Conway Consultants Private Limited
Cairo Commercial Pvt. Ltd.
Comet Vincom Private Limited
Dahlia Tradecom Private Limited
Glodys Vincom Private Limited
Goldenrod Ticco Private Limited
Lumex Vicimay Private Limited
Marvelous Dealers Private Limited
Mesmeric Vanijya Private Limited
Nandika Distributors Private Limited
Shrivalli Deal Trade Private Limited
Sterling Advisors Private Limited
Trumpet ommsale Private Limited
Telstar Tradelink Private Limited
Blackpool Distributors Private Limited

Step Forward Commerce Private Limited
Empro Commerce Private Limited
Vigness Commoddeal Private Limited
Prest Merchants Private Limited
Zenom Merchandise Private Limited
Zenom Marketing Private Limited

Siddhanth Gante
Director

[Signature]
Director

SIGNATURE OF THE FIRST PARTY/ OWNER

Shriji Innovations LLP

[Signature]
Authorised Signatory/Designated Partner

SIGNATURE OF THE SECOND PARTY/DEVELOPER.