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भारतीय गैर न्यायिक

पचास
रुपये

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FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

2/2772978/22

12-55
20/09/22

Additional Registrar of Assurances-II
Kolkata

Genlre insuranc... Agreement is admitted to
Registry... endorsement...
are the per...
Additional Registrar
of Assurances II Kolkata

20 SEP 2022

DEVELOPMENT AGREEMENT

1. Date: 20th September 2022

2. Place: Kolkata

15 SEP 2022

15 SEP 2022

NAME... AJAY KUMAR DAS
(ADVOCATE)
ROD... 4, FANCY LANE
KOLKATA-700 001

15 SEP 2022
S. CHATTERJEE
Lic. of the State of West Bengal
C. C. Court
8 B S. X. B. Bay Road, Knt-1

303854

[Handwritten signature]

Identified by me.

Saminir Kr. Ghosh
S/o Late Sachindra Nath Ghosh
Mukul Shanti Garden
Flat - 1/3A2
Bajardanga
Kolkata-700136
P.O. B-Gopalpur
PIN-700136
P.S. Narayanpur
Occupation - Service



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

GRN Details

GRN: 192022230124882698 **Payment Mode:** Online Payment (SBI Epay)
GRN Date: 20/09/2022 14:11:08 **Bank/Gateway:** SBIEpay Payment Gateway
BRN : 8479623011239 **BRN Date:** 20/09/2022 14:13:21
Gateway Ref ID: CHK4864004 **Method:** State Bank of India NB
Payment Status: Successful **Payment Ref. No:** 2002772978/7/2022
(Query No./Query Year)

Depositor Details

Depositor's Name: Mr EARTH WORK NIRMAN PVT LTD RESIDENCY
Address: JAGARDANGA
Mobile: 9874242281
EMail: sajal@banyantreegroup.in
Period From (dd/mm/yyyy): 20/09/2022
Period To (dd/mm/yyyy): 20/09/2022
Payment ID: 2002772978/7/2022
Dept Ref ID/DRN: 2002772978/7/2022

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002772978/7/2022	Property Registration- Stamp duty	0030-02-103-003-02	1
2	2002772978/7/2022	Property Registration- Registration Fees	0030-03-104-001-16	10000
			Total	10001

IN WORDS: TEN THOUSAND ONE ONLY.



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

GRN Details

GRN: 192022230124194398 Payment Mode: Online Payment (SBI Epay)
GRN Date: 19/09/2022 11:50:06 Bank/Gateway: SBIPay Payment Gateway
BRN: 1207423311833 BRN Date: 19/09/2022 11:52:57
Gateway Ref ID: CHK4726272 Method: State Bank of India NB
Payment Status: Successful Payment Ref. No: 2002772978/2/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: Ms Earthwork Nirman Pvt Ltd RESIDENCY
Address: JAGARDANGA, Rajarhat-Kolkata-700136
Mobile: 9874242281
EMail: sajal@banyantreegroup.in
Period From (dd/mm/yyyy): 19/09/2022
Period To (dd/mm/yyyy): 19/09/2022
Payment ID: 2002772978/2/2022
Dept Ref ID/DRN: 2002772978/2/2022

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002772978/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	75020
2	2002772978/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	75041

IN WORDS: SEVENTY FIVE THOUSAND FORTY ONE ONLY.

3. Parties

3.1 **SEABIRD COMPLEX PRIVATE LIMITED (PAN AALLS6443H), (CIN NO. U70100WB2008PTC122839)**, a company incorporated under the Companies Act, 1956, having its Registered Office at 1/1, Aheli Apartment, Hatiara, Dhankal, Post Office - Hatiara, Police Station - New Town, Pin - 700157, represented by its authorized signatory **MR. TUSHAR KANTI RAYCHOWDHURY (PAN : AFBPR3758Q), (AADHAAR No. 8900 0790 7492)**, son of Late Manilal Roy Chowdhury, by Faith- Hindu, by Occupation-Business, by Nationality- Indian, residing at 1/1, Aheli Apartment, Hatiara, Dhankal, Post Office - Hatiara, Police Station - New Town, Pin - 700157, West Bengal.

(OWNER, includes successors-in-interest and/or assigns)

AND

EARTHWORK NIRMAN PRIVATE LIMITED (PAN AACCE2035N), (CIN NO. U45400WB2009PTC132161), a company incorporated under the Companies Act, 1956, having its Registered Office at Mukul Shanti Garden, Jagardanga, Post Office - Rajarhat Gopalpur, Police Station - Airport (New Narayanpur), Pin - 700136, represented by its authorized signatory **MR. PRABIR ROY CHOWDHURY (PAN : ADIPR1841H), (AADHAAR No. 3291 9498 7795)**, son of Late Netai Roy Chowdhury, by Faith- Hindu, by Occupation-Business, by Nationality- Indian, residing at BF-14, Salt Lake, Sector-I, Post Office - CC Block, Police Station Bidhannagar (North), Kolkata 700 054, District 24 Parganas North, West Bengal.

(DEVELOPER, includes successors-in-interest and/or assigns).

Owner and Developer are hereinafter individually referred to as such or as **PARTY** and collectively as **PARTIES**

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

4. Subject Matter of Agreement

4.1 **Development and Commercial Exploitation of Said Property:** Agreement between the Owner herein and the Developer herein with regard to development and commercial exploitation of **ALL THAT** piece and parcel of land admeasuring 11 Decimals comprised in R.S. Dag no 1235, and admeasuring 19 Decimals comprised in R.S. Dag no 1236, and admeasuring 32 Decimals comprised in R.S. Dag no 1237, and admeasuring 25 Decimals comprised in R.S. Dag no 1238, and admeasuring 20 Decimals comprised in R.S. Dag no 1270, in total admeasuring 1 Acre and 7 Decimals together with structure admeasuring 12000 Square Feet standing thereon lying and situated at Mouja Kadampukur, Pargana Kolikata, comprised in J.L. no. 25, R. S. no. 83, Touzi nos. 173, 2583 and 2584, C.S. Khatian nos. 310/1 and 340, R.S. Khatian nos. 542, 320 and 346, Khanda Khatian no. 342, corresponding to L.R. Khatian nos. 191/1, 205/1, 382/2, 237, 141, 247, 686, 719, 491/1, 132, 64/1,



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622/1, 196/1, 466/1, 148/1, 204/1, 363/1, 2, 25, 545, 542, 501/1, 215/2, 290, 347 and 60, corresponding to Hal L.R. Khatian no. 814, District 24 Parganas North, Police Station Rajarhat within the ambit of Patharghata Gram Panchayet morefully and particularly described and enumerated in the **FIRST SCHEDULE** below and delineated on the **Plan** annexed hereto and bordered in color **Red** thereon (**Said Property**), by way of construction of a complex comprising of a cluster of new buildings and ancillary facilities and other areas on the Said Property (collectively **Said Complex**) and commercial exploitation of the Said Complex for the benefit of the Parties hereto (collectively **Project**). The **Plan** attached to this Agreement will always be treated as an integral part of this Agreement.

5. Representations, Warranties and Background

5.1 Owners' Representations: The Owner herein to the best of their knowledge have represented and warranted to the Developer herein as follows:

5.1.1 Ownership of Said Property: Through the devolution of title of the Said Property as stated in the **SECOND SCHEDULE** below (**Devolution Of Title**), the Owner herein has become the absolute owner of the Said Property.

5.1.2 Rights of Owner: The Owner herein is seized and possessed of and well and sufficiently entitled to the Said Property. No person other than the Owner herein has any right, title and/or interest of any nature whatsoever in the Said Property or any part thereof.

5.1.3 Owner Have Marketable Title: The right, title and interest of the Owner herein in the Said Property are free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage or lien. The Owner herein shall at its cost and responsibility keep the Said Property free and marketable till the completion of the Project.

5.1.4 No Encumbrance by Act of Owner: The Owner herein have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title or would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer herein under this Agreement.

5.1.5 No Previous Agreement: The Owner herein has not entered into any agreement for sale or transfer or lease or development of the Said Property with any person or persons, save the Developer herein and/or persons in control of the Developer herein.

5.1.6 No Requisition or Acquisition: The Said Property is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise and the Owner herein assert that (1) It does not hold any excess vacant land elsewhere (2) It has not received any notice of any proceeding or are not involved in any proceeding relating to Urban Land Ceiling in respect of the Said Property.



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5.1.7 Right, Power and Authority to Enter into Agreement: The Owner herein have good right, full power, absolute authority and indefeasible title to enter into this Agreement and perform and discharge the obligations contained herein and appropriate Resolutions/Authorizations to that effect exist.

5.1.8 No Dues: No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities having jurisdiction over the Said Property.

5.1.9 No Right of Preemption: No person or persons have made any claim of preemption over and in respect of the Said Property or any part thereof.

5.1.10 No Mortgage: No mortgage or charge has been created by the Owner herein by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.

5.1.11 No Personal Guarantee: The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.

5.1.12 Status of Possession: The Said Property is presently in the khas, vacant, peaceful and absolute joint possession of the Owner herein and the Developer herein for performance of this Agreement and the original title deeds are in the custody of the Owner herein.

5.1.13 Free From All Encumbrances: The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, bargadars and liabilities whatsoever or howsoever made or suffered by the Owner herein or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Owner herein and the title of the Owner herein to the Said Property is free, clear and marketable.

5.1.14 Owner Have Marketable Title: The right, title and interest of the Owner herein in the Said Property is free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage or lien. The Owner herein shall at its costs and responsibility keep the Said Property free and marketable till the completion of the Project.

5.2 Developer's Representations: The Developer herein has represented and warranted to the Owner herein as follows:

5.2.1 Infrastructure, Expertise and Financial Capacity of Developer: The Developer herein is carrying on business of construction and development of real estate and has necessary infrastructure and expertise in this field as also the financial capacity to successfully undertake and complete the development of the Said Property in the manner envisaged in this Agreement and has and/or will have in due course necessary licenses, permissions and registration from concerned authorities to undertake the development of the Said Property.



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5.2.2 Financial Arrangement and Marketing: The Developer herein is and during the tenure of this Agreement shall remain competent to arrange the financial inputs either from its own source or from banks and financial institutions required for development of the Said Property and has the necessary infrastructure and expertise to market the Project to the Transferees (defined in Clause 5.3 below).

5.2.3 No Abandonment: The Developer herein shall not abandon, delay or neglect the Project in any manner and shall accord the highest financial as well as infrastructural priority thereto.

5.2.4 Brand Image: The Developer herein has a very well respected brand image and such image should lead to value addition to and better realization from the Said Complex.

5.2.5 Developer has Authority: The Developer herein has full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.

5.2.6 Satisfaction of Title and Possession: The Developer herein has independently examined, caused searches, understood, verified and satisfied itself about the title of the Owner herein, the nature and character of the land and constructions comprised in the Said Property, the status of government records and government stand regarding the Said Property and the possession of the Said Property but nevertheless the Owner herein shall always remain responsible and liable for any bona fide claims that may be made with regard to title by any third party till completion of the project.

5.3 Decision to Develop: The Owner herein decided to develop the Said Property. Pursuant thereto, preliminary discussions were held with the Developer herein for taking up the development of the Said Property by constructing the Said Complex and by commercially exploiting the Said Complex by way of implementation of Project by selling the saleable spaces and amenities in the Said Complex (Units) to prospective buyers [collectively Transferees, which expression includes, without limitation or exception all persons who agree to buy Units in the Said Complex and for the purposes contained in Clauses 8.9 and 11.5 hereto shall include (1) the Owner herein for unsold Units comprised in the Units given to the Owners (defined in Clause 6.1 below) and (2) the Developer herein for unsold Units comprised in the Units given to the Developer herein (defined in Clause 6.1 below)]. Broad terms and conditions were agreed and it was also agreed that a formal development agreement would be entered into in due course. This Agreement is such formal development agreement and is the governing contract and understanding between the Parties.

5.4 Finalization of Terms Based on Reliance on Representations: Pursuant to the above and relying on the representations made by the Parties to each other as stated above, final terms and conditions agreed by and between the Parties [superseding all previous correspondence and agreements (oral or written) between the Parties] for the Project are being recorded by this Agreement.

6. Basic Understanding



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6.1 Development of Said Property by Construction and Commercial Exploitation of Said Complex: The Parties have mutually decided that the Developer herein shall be appointed to take up the Project, i.e. the development of the Said Property by construction of the Said Complex thereon and commercial exploitation of the Said Complex by way of sale, lease, transfer etc. (**Alienation**) for mutual benefit of the Parties. The entire proceeds arising from the Alienation of the Said Complex (**Realizations**) and all saleable spaces remaining unsold upon the completion of the Said Complex within the Completion Time (defined in Clause 8.7 below) (**Unsold Units**) shall be shared by and between the Owner herein and the Developer herein in the ratio of 25:75. In other words, the Owner herein shall be entitled to 25% (Twenty Five percent) of the Realizations and 25% (Twenty Five percent) of the Unsold Units (collectively **Units given to the Owners**) and the Developer herein shall be entitled to 75% (Seventy Five percent) of the Realizations and 75% (Seventy Five percent) of the Unsold Units (collectively **Units given to the Developer herein**). It is clarified that from the Realizations comprised in the Units given to the Owners, the Developer herein shall be entitled to hold back/deduct **(1)** the Extras (defined in Clause 8.9 below) **(2)** the Marketing Cost (defined in Clause 11.15 below) and **(3)** Goods and Service Tax and/or other levies as may be applicable from time to time.


6.2 Nature and Use of Said Complex: The Said Complex shall be constructed in accordance with architectural building plans bearing Sanction Plan No. 527/RPS dated 21.4.2022 for G+10 storied building blocks prepared by the Developer herein in consultation with the Owner herein and sanctioned by the Rajarhat Panchayet Samity and other statutory authorities concerned with sanction, as a ready-to-use cluster of residential buildings with specified areas, amenities and facilities to be enjoyed in common. The cluster of residential buildings (collectively **Said Buildings**) is laid out in the manner designed by the Architect. It is clarified that the vertical extent of the Building Plans may be sanctioned in phases viz. initial and final, as per regulatory norms of the Planning Authorities and thus the expression Building Plans shall include all such sanctions in phases.

6.3 Costs of Development etc.: The Developer herein shall bear and pay all costs and expenses of and relating to construction, development of the Said Complex and shall have absolute right and full authority to appoint contractors, sub-contractors, agents, sub-agents etc. in this regard.

6.4 First Right of Refusal: In the event the Owner herein decide to sell off the shareholding or part with control or management of the Owner herein in the Said Property, it shall first offer to transfer its shares in the Said Property to the Developer herein in writing. The Developer herein shall intimate the Owner herein about its decision in writing within 7 (seven) days from the date of the receipt of such offer. In the event the offer of the Owner herein is turned down by the Developer herein in writing or the Developer herein fails to intimate the Owner herein about its decision within the above period of 7 (seven) days, the Owner herein shall be at liberty to place such offer to any third party. Similarly, if the Developer herein is desirous of disposing off its shareholding in the Project, it should offer the same in writing to the Owners at the first instance. In the event the offer of the Developer herein is turned



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down by the Owner herein in writing or the Owner herein fail to intimate the Developer herein about its decision within the above period of 7 (seven) days, the Developer herein shall be at liberty to place such offer to any third party.

6.5 Owner Represented by: For all practical purposes, Mr. Tushar Kanti Roy Chowdhury shall represent the Owner herein and the Developer herein shall communicate with Mr. Tushar Kanti Roy Chowdhury.

7. Appointment and Commencement

7.1 Appointment and Acceptance: The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the Owner herein hereby appoint the Developer herein as the developer of the Said Property with right to execute the Project in accordance with this Agreement. The appointment of the Developer herein is subject to punctual and full performance by the Parties of their respective obligations under this Agreement. The Developer herein hereby accepts the said appointment by the Owner herein.

7.2 Commencement and Tenure: This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or the termination of this Agreement, whichever is earlier.

8. Sanction, Construction and Adjacent Lands

8.1 Survey and Measurement: The Said Property has already been surveyed and measured jointly by the Parties and therefore the measurements given in the **FIRST SCHEDULE** of this Agreement are final and binding on the Parties.

8.2 Land Related Approvals: The Developer herein and the Owner herein shall be jointly responsible for obtaining land related approvals, clearances etc., such as mutation, conversion, permission/clearance under the Urban Land (Ceiling & Regulation) Act, 1976 and in this regard, the Owner herein shall sign all necessary documents and papers required for obtaining such approvals, clearances and permissions and all costs and expenses relating thereto shall be borne and paid by the Developer herein. A permission from the flat buyers as per RERA rules shall also be required to obtain the revision of plan.

8.3 Local Issues: The Developer herein and the Owner herein shall be jointly responsible for dealing with all local and political issues in respect of the development of the Said Property.

8.4 Building Plans: With regard to the Building Plans it is clarified that (1) modifications and revisions of the Building Plans may be made by the Developer herein so that full potential of FAR of the Said Property shall be ultimately and eventually utilized for construction of the Said Complex on the Said Property (2) the Developer herein shall be responsible for obtaining all approvals needed for such



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modifications and revisions of the Building Plans (including Occupancy Certificate) (3) all costs, charges, expenses, outgoings and fees for sanctions and clearances of modifications and revisions of the Building Plans shall be borne and paid by the Developer herein.

8.5 Architect and Consultants: The Developer herein shall pay all costs, charges and expenses of the Architect and other consultants in connection with construction work of the Project including professional fees and supervision charges and the Owner herein shall have no liability or responsibility thereto.

8.6 Construction of Said Complex: Within 7 (seven) days of receiving all necessary approvals for commencement of construction of the Said Complex, the Developer herein shall notify the Owner herein of the same, in writing. The Developer herein shall commence the construction work of the Said Complex within 7 (seven) days from the date of execution of this Agreement. The herein shall, at its own costs and expenses and without creating any financial or other liability on the Owners herein, construct, erect and complete the Said Complex in accordance with the sanctioned Building Plans. Such construction shall be as per specifications described in the **THIRD SCHEDULE** below, common to all Units of the Said Complex (**Specifications**). The Developer herein shall use standard quality building materials.

8.7 Completion Time: With regard to time of completion of the Project, it has been agreed between the Parties that the Developer herein shall construct, erect and complete Said Complex within a period of 48 (Forty Eight) months from the date of commencement of construction, with a grace period of 6 (Six) months, subject to Force Majeure as defined in Clause 21 below (**Completion Time**). In this regard it is clarified that (1) the Completion Time shall not include the time required for obtaining the occupancy certificate from the competent authority the Said Complex or portions thereof shall be deemed to be completed if so certified by the Architect along with an undertaking of the Developer herein to obtain the occupancy certificate from Rajarhat Panchayet Samity. If there is any delay in completing the Project except due to Force Majeure (explained in Clause 21 below), the Owner herein shall be paid adequate compensation/damages for the same as be mutually decided by the Parties and failing such mutuality, the same shall be quantified by arbitration.

8.8 Occupancy Certificate: Within 6 (six) months from the Completion Time, the Developer herein shall, at its own costs and expenses, obtain the occupancy certificate from the Project Architect and hand over the same and formal possession of the Owners' Units if any at all (defined in Clause 11.6 below) to the Owner herein.

8.9 Common Portions: The Developer herein shall, at its own costs, install and erect in the Said Complex and/or through adjoining project/s of the Developer herein, the common areas, amenities and facilities such as stairways, lifts, generators, fire fighting apparatus, passages, driveways, common lavatory, electric meter space, pump room, reservoir, over head water tank, water pump and motor, water connection, drainage connection, sewerage connection and other facilities required for establishment, enjoyment, maintenance and management of the Said Complex (collectively **Common Portions**). For permanent electric connection to the Units, the Transferees shall pay the deposits demanded by WBSEDCL and/or other



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agencies and the Owner herein shall also pay the same for the unsold Units in the Units given to the Owners if any at all. It is clarified that the expression Transferees includes the Owner herein and the Developer herein, to the extent of Unsold Units (defined in Clause 11.6 below) in the Said Complex. The Transferees shall pay all extra amounts to the Developer herein for certain special services and some of the Common Portions i.e. (1) proportionate costs and expenses for transformer, sub-station, HT panel, cabling and allied equipment installed for supply of electricity to the Said Complex (2) deposits or proportionate share of deposits required to be given to WBSEDCL and/or other agencies (3) deposits or proportionate share of deposits required to be given to other statutory and/or utility supply agencies (4) the charges for generator (5) the deposits and advance for maintenance (6) legal documentation charges and (7) Goods and Service Tax and/or other levies, as applicable (collectively **Extras**).

8.10 Building Materials: The Developer herein shall be authorized in the name of the Owner herein to apply for and obtain at the costs of the Developer herein, quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owner herein and required for the construction of the Said Complex but under no circumstances the Owner herein shall be responsible for the same in any manner including, without limitation, to the entitlement, availability, price/value, storage and/or quality of the building materials, inputs and facilities.

8.11 Temporary Connections: The Developer herein shall be authorized in the name of the Owner herein to apply for and obtain at the costs of the Developer herein, temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer herein shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage and other applicable charges.

8.12 Modification: Any amendment or modification to the Building Plans may be made or caused to be made by the Developer herein within the permissible limits of the Planning Authorities.

8.13 Co-operation: Neither Party shall indulge in any activities that may be detrimental to the development of the Said Property and/or may affect the mutual interest of the Parties. The Owner herein shall provide all cooperation that may be necessary for successful completion of the Project.

8.14 Adjacent Lands: The Developer herein shall be absolutely entitled to enter into any agreement or arrangement with the owners of further adjacent plots of the Project (**Others' Adjacent Lands**) on such terms as the Developer herein may agree with them, in which event the Others' Adjacent Lands shall be jointly developed with the Said Property without however, in any manner curtailing and/or infringing on or enhancing/increasing the entitlements of the Parties hereto in relation to the Said Property. The additional constructed areas and other benefits and rights available/allowable due to inclusions of such Others' Adjacent Lands in the Project shall belong to the Developer and/or be shared by and between the Developer and the owners of the Others' Adjacent Lands and the Owners herein shall have no



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concern therewith. Notwithstanding anything contained herein, in the event the Developer intends to acquire the Others' Adjacent Lands, the Developer shall, in writing, intimate the Owners of the same and shall allow the Owners the first option to purchase the Others' Adjacent Lands. In the event the Owners fail to purchase the Others' Adjacent Lands within a period of 15 (fifteen) days from the date of receipt of intimation from the Developer and/or inform the Developer of their intention not to purchase the Others' Adjacent Lands, the Developer herein shall be at liberty to purchase the Others' Adjacent Lands. In the event the Owner intend to sell and/or develop any land belonging to them and/or in their control that is immediately adjacent to the Said Property (**Owners' Adjacent Lands**), the Owners shall first offer the same to the Developer for development on the same terms and conditions as contained herein. The Owners shall be at liberty to deal with the Owners' Adjacent Lands according to their discretion only upon refusal by the Developer herein and/or upon failure by the Developer herein to intimate its decision within a period of 15 (Fifteen) days from the date of receipt of intimation from the Owners.

9. Possession of the property:-

9.1 Possession of Said Property: For the purpose of carrying out the development in terms of this Agreement, permissive vacant and physical possession of the Said Property has already been delivered to the Developer herein by the Owner herein in part performance, which the Developer herein hereby confirms and the Developer herein but nevertheless the Owner herein shall be deemed to be in joint possession of the Said Property at all times.

10. Powers and Authorities

10.1 Power of Attorney for Sanction of Building Plans, Construction of Said Complex and Sale of Said Complex: Simultaneously herewith, the Owner herein shall grant to the Developer herein and/or its nominees a registered Special Power of Attorney for the purpose of (1) getting the Building Plans sanctioned/revalidated/modified/alterd by the Planning Authorities in terms of this Agreement (2) construction of the Said Complex in terms of this Agreement and (3) booking, entering into agreements and granting conveyance of all the Units in the Said Complex to the Transferees (**Said Power Of Attorney**). Grant of the Said Power Of Attorney by the Owner herein shall not however be deemed to affect/diminish in any manner the responsibility, liability or obligation of the Developer herein under this Agreement in relation to the matters contained in the Said Power Of Attorney. Notwithstanding anything to the contrary contained elsewhere or in the Said Power Of Attorney, no financial or other liability shall be created on the Owner herein by virtue of grant of the Said Power Of Attorney or by the exercise of any power or authority under the Said Power Of Attorney and the Developer's nominee(s) who may be appointed as Constituted Attorneys shall neither be entitled to nor create any such liability. It is expressly agreed that the liabilities and obligations of the respective Parties shall continue to remain the same as mentioned in this Agreement, irrespective of grant of the Said Power Of Attorney.



10.2 Conditions Attached to Selling Rights of Developer: The powers and authorities under the Said Power Of Attorney may be exercised by the Developer herein in respect of all the Units in the Said Complex in terms of this Agreement.

10.3 No Discharge: The grant of any of the Said Power Of Attorney by the Owner herein shall not discharge any of the obligations of the Developer herein under this Agreement including their obligation of dealing directly with the Owner herein and not through the Constituted Attorney, regarding (a) discussions and decisions (b) obtaining consent of the Owner herein and (c) keeping the Owner herein informed of all major steps being taken by the Developer herein and the Constituted Attorney, etc.

10.4 Further Acts: Notwithstanding grant of the Said Power Of Attorney, the Owner herein hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. that may be necessary for enabling the Developer herein to perform all obligations under this Agreement.

10.5 Power by Developer: The Developer herein shall simultaneously with the Owner herein giving the Said Power Of Attorney in terms of Clause 10.1 above, execute a power of attorney in favour of the Owner herein and/or its authorized representatives authorizing the Owner herein to represent and sign execute and register all agreements, deeds and documents of transfer of the unsold units of the Units given to the Owners and other purposes herein stated if and wherever required and the said power shall be utilized by the Owner herein only in accordance with the terms and conditions hereof. Such Power of Attorney shall become effective only upon identification of the respective unsold units of the Units given to the Owners and Units given to the Developer herein in terms of Clause 11.6 below.

10.6 Exercise of Powers of Conveyance in respect of Unsold Units: Notwithstanding anything elsewhere to the contrary contained in this Agreement, the attorneys appointed by either party shall not be entitled to deliver possession of or execute the sale deed in respect of the Unsold Units (defined in Clause 11.6 below) forming part of its allocation, until delivery of possession of the unsold units of the Units given to the Owners by the Developer herein to the Owner herein and such possession shall be given only after obtaining of the Occupancy Certificate from the Project Architect. The provision of this Clause shall not apply to possession for fit-outs, which the Developer herein shall be entitled to give but without permitting right of occupation.

11. Sale, Allocations, Financials, Possession and Project Finance

11.1 Construction and Sale by Developer: The Developer herein shall, at its own costs and expenses, construct, finish and complete the entirety of the Said Complex in tenable condition and according to the Building Plans and the Specifications morefully and particularly described, enumerated and mentioned in the **THIRD SCHEDULE** below. The Developer herein will be solely entitled, responsible and liable to sell all Units in the Said Complex and such entitlement and responsibility shall continue upto the Completion Time. During such period, the entire Realizations will be divided proportionately between the Parties, i.e. the Owner herein shall be entitled



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to 25% (Twenty Five percent) thereof and the Developer herein shall be entitled to the remaining 75% (Seventy Five percent) thereof. Extras (defined and described in Clause 8.9 above) collected from the Transferees shall be accounted for by the Developer herein alone. In as much as each of the Parties is entitled to a part of the Realizations as mentioned above, the booking form, agreement and all other documents in respect of transfer to be entered into with the Transferees shall expressly provide that the amount paid by the Transferees will be paid only in the name of the Developer herein. It is clarified that the construction of the Units given to the Owners being 25% (Twenty Five percent) of the total areas of the Complex shall be deemed to be done by the Developer herein on behalf and account of the Owner herein.

11.2 Proceeds Relatable to Units given to the Owners: 25% (Twenty Five percent) of the Realizations deposited with the Developer herein shall be unconditionally disbursed collectively and equally to the Owner herein, being comprised in the Units given to the Owners defined in Clause 6.1 above. In case of cancellation of any booking, the Owner herein shall be liable to refund 25% (Twenty Five percent) of the amounts received by the Owner herein in respect of such booking less any forfeiture. This process can be operated through an escrow mechanism and all sale considerations shall be deposited in Project Bank Account opened for the project in terms of RERA, no other bank account shall be used by the Developer herein for deposit of sale consideration.

11.3 Proceeds Relatable to Units given to the Developer herein: The balance 75% (Seventy Five percent) of the proceeds deposited with the Developer herein shall be unconditionally disbursed to the Developer herein, being comprised in the Units given to the Developer herein defined in Clause 6.1 above. In case of cancellation of any booking, the Developer herein shall be liable to refund 75% (Seventy Five percent) of the amounts received by the Developer herein in respect of such booking less any forfeiture.

11.4 Effect of Cancellation of Booking/Agreement: In case of cancellation of any booking or agreement, the Developer herein shall inform thereabout in writing to the Owner herein and within 7 (seven) days of such intimation the Parties shall refund their respective share (i.e. 25:75) of the amounts received from the concerned Transferee until then, less any forfeiture. The decision of the Developer herein with regard to forfeiture shall be final and binding on the Owner herein. In case of the Owner herein failing to refund its part, the Developer herein shall be authorized to pay the Owners' part as well to the Transferee and in such event the Owner herein shall be liable to pay to the Developer herein interest @18% (eighteen percent) per annum on the amount under default for the period of default.

11.5 Rate and Price for Units: The rate and price for sales and transfer for the different categories of Units (including parking rights) and other saleable areas shall be fixed jointly by the Owner herein and the Developer herein and any booking below such rate and price shall not be made by the Developer herein. The rate and price shall be subject to revision from time to time as may be mutually agreed between the Parties. The Developer herein shall make available to the Owner herein monthly statement of accounts regarding sales with the rate and price and advances within



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the next seven days from which such statement become due i.e., from 1st of the month till 30th of the month.

11.6 Owners' Units and Developer's Units: All saleable spaces remaining unsold in the Said Complex till the date of obtaining of the Occupancy Certificate (**Unsold Units**) shall be mutually allocated between the Owner herein and the Developer herein, on proportionate sharing of advantage/disadvantage basis, in the ratio of 25% (Twenty Five percent) to the Owner herein (**Owners' Units**) and 75% (Seventy Five percent) to the Developer herein (**Developer's Units**). Such allocation shall be done within 15 (fifteen) days of obtaining of the Occupancy Certificate from the Project Architect and duly documented and after such allocation, the Parties shall be exclusively entitled to transfer/deal with their respective Units in the manner they deem appropriate but in consonance with this Agreement provided however the Owner herein shall first refund to the Developer herein the balance of the Security Deposit (as mentioned in Clause 11.9 below) and also settle all claims that may exist between the Parties. Neither Party shall have any right, claim or interest on the Units allocated to the other and they shall not in any way interfere with or disturb the quiet and peaceful possession of the other Party's Units. It is however clearly understood between the Parties that the dealings of one Party with regard to its Units shall not in any manner create any contractual or financial liability upon the other Party and such dealing shall always be subject to the provisions of this Agreement.

11.7 Clarifications Regarding Units: It is clarified that the Units allocated to the Parties as aforesaid shall include undivided, impartible and indivisible proportionate share in (a) the Common Portions and (b) the land contained in the Said Property. It is further clarified that (1) the Common Portions and the internal portions of all Units shall be as per the Specifications mentioned in the **THIRD SCHEDULE** below and (2) the Extras mentioned in Clause 8.9 above shall be paid by the Owner herein to the Developer herein in respect of the entirety of the Owners' Units simultaneously with the allocation of the Owners' Units.

11.8 Security Deposit: At or before signing of this Agreement, the Developer herein has paid to the Owner herein an interest free refundable sum of Rs.10,00,000/- (Rupees Ten Lacs) only (**Security Deposit**), receipt whereof the Owner herein hereby as well as by the Receipt and Memo hereunder written, admit and acknowledge to have received in part performance of this Agreement.

11.9 Refund of Security Deposit: The Owner herein shall refund the Security Deposit to the Developer herein by periodic payments as follows:

11.9.1 On Completion of Super-Structure: Rs.5,00,000/- (Rupees Five Lac) only on the completion of the super-structure of the Said Complex, for which the certificate of the Architect shall be final and binding.

11.9.2 On Completion of Development: The balance sum of Rs.5,00,000/- (Five Lac) only within 10 (ten) days of completion of development of the Said Property in all respects and simultaneously with the Developer herein handing over possession of the Owners' Units, if any, to the Owner herein in the manner mentioned herein.



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11.10 Conveyances: The Developer herein shall execute deeds of conveyances in favour of the Transferees to whom the Developer herein contracts to sell and transfer of any Unit, for itself and on behalf of the Owner herein, on the strength of the Said Power Of Attorney mentioned in Clause 10.1 above.

11.11 Cost of Transfer: The costs of the aforesaid conveyances including stamp duty and registration fees and all other legal expenses shall be borne and paid by the Transferees.

11.12 Possession to Owner: In case any saleable space in the Said Complex is not sold and the Owners' Units and the Developer's Units are allocated, the Developer herein shall be liable to deliver and the Owner herein shall be obliged to take possession of the Owners' Units immediately upon the allocation and latest within 30 (Thirty) days from the allocation, after clearing the unadjusted Security Deposit refundable to the Developer herein and any other dues of the Developer herein provided for in this Agreement, failing which it shall be deemed that the Developer herein has delivered possession to the Owner herein on the date specified in the said notice and the Owner herein shall become liable and responsible for the Rates (defined in Clause 12.1 below) and maintenance charges of the Owners' Units from the date specified in the said notice (Possession Date).

11.13 Possession to Transferees: The Project shall be developed and possession of all Units in the Said Complex sold by the Developer herein on behalf of the Parties shall be delivered by the Developer directly to the concerned Transferees subject to receipt of the entire price from them by the Owner herein and the Developer herein in terms hereof. For the Developer's Units, the Developer herein shall retain possession. The Developer herein hereby agrees and covenants with the Owner herein not to part with possession of the Developer's Units prior to handing over possession of the Owners' Units to the Owner herein provided however this shall not prevent the Developer herein from entering into any agreement for sale or transfer or to deal with the Developer's Units and provided further this embargo shall cease to apply from the Possession Date. Notwithstanding anything to the contrary contained elsewhere, it is expressly agreed that possession, occupation or use (temporary or permanent) of any portion of the Units given to the Developer herein and the Units given to the Owners in any block shall not be made over to any Transferee (possession of fit-outs can only be given) till the sale consideration for the Units given to the Owners comprised in that block has been fully and duly paid to and received by the Owner herein subject to the Owner herein refunding proportionate Security Deposit to the Developer herein. In case possession is made over to any Transferee prior to receipt of Occupancy Certificate, from the Project Architect then the Developer herein alone shall be responsible for the same without any liability of the Owner herein and shall keep the Owner herein fully indemnified in this regard.

11.14 Project Finance: The Developer herein, may at its own risk, cost and liability, arrange for financing of the Project (Project Finance) by a Bank/Financial Institution (Banker) in respect of the Units given to the Developer herein and the Units given to the Owner herein. Such Project Finance can be secured on the strength of the security of the entire property and construction work-in-progress/receivables to the extent pertaining to the entire property. The Developer



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herein undertakes to utilize the entire Project Finance for the purpose of this Project only. In this regard, the Owner herein may be called upon to deposit the title deeds of the Said Property with the Banker. Notwithstanding the same, the Developer herein shall take the Project Finance. In this regard, the Developer herein shall fully indemnify the Owner herein in writing.

11.15 Sale of Units: Notwithstanding anything to the contrary contained in this Agreement, all the Units in the Said Complex shall be sold by the Developer herein alone and the proceeds of such sale shall be proportionately divided between the Owner herein and the Developer herein, at the ratio of 25:75 and/or interest therein. The basic terms and conditions for dealing with such sell are that (1) the sale price and business plan for sale of the entirety of the Said Complex in different blocks shall be mutually decided and such sale shall be made at the same uniform mutually agreed price, which may be mutually revised by the Parties from time to time in writing and which shall be reviewed at least on quarterly basis (2) all booking money and installments collected/received in respect of the property from 1st of the month till 30th of the month shall be settled with the Owner herein in the ratio mentioned herein by the 7th of the succeeding month and (3) all booking money and all collection of installments in respect of the Units given to the Owner herein shall be collected by the Developer herein and such proceeds shall be reimbursed to the Owner herein in the manner mentioned above. In case of any default or violation of the above terms and conditions and/or in the event of any delay or default in making payment to the Owner herein and/or in the event there being any discrepancy or dispute regarding the accounts, the Owner herein shall issue a notice to the Developer herein for remedy and if the Developer herein fails to remedy the same within 15 (fifteen) days (4) the Developer herein shall forthwith stop dealing with the unsold portions of the Units in the Said Complex (5) the Developer herein shall not be entitled to receive the Marketing Cost for the unsold portions of the Units in the Said Complex and (6) the Owner herein shall be entitled to take steps through arbitration under this Agreement for recovery of their dues and damages. The Owner herein shall be exclusively entitled to the sale value of the Units given to the Owner herein, without any right, claim or interest therein whatsoever of the Developer herein (save refund of the Security Deposit). The Developer herein shall be exclusively entitled to the sale value of the Units given to the Developer herein, without any right, claim or interest therein whatsoever of the Owner herein.

11.16 Transfer of Land Share of Units: In consideration of the Developer herein constructing, selling and paying the sale value of the Units given to the Owner herein, the Owner herein shall execute deeds of conveyances of the undivided share in the land contained in the Said Property and the Building Plans as be attributable to all the Units in favour of the Transferees, in such part or parts as shall be required by the Developer herein subject to the Owner herein receiving possession of the Owners' Units. In such conveyances, the Developer herein shall join to convey the construction component of the Units in favour of the Transferees.

11.17 Project Marketing Committee: A Project Marketing Committee shall be formed, by the Developer herein for marketing of the Project.



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11.18 Excess Sanction: In case at any time, sanction for construction of the Said Complex, in excess of ground plus 10 (Ten) upper floors is granted, then the Owner herein bear 25% (Twenty Five percent) of the costs and expenses incurred for such sanction and also respectively pay to the Developer herein a sum calculated @ Rs.5,000/- (Rupees five thousand) only per Square Feet for such excess area pertaining to the Units given to the Owner herein. Such excess area shall be shared by the Owner herein and the Developer herein in the same ratio as 25% (Twenty Five percent) to 75% (Seventy Five percent).

11.19 Allocations not Entirely Demarcated: In the event the constructed area cannot be demarcated in the ratio of 25% (Twenty Five percent) : 75% (Seventy Five percent) between the Owner herein and the Developer herein respectively, the Owner/Developer (as will be mutually decided) will accept monetary compensation for loss of the constructed area @ Rs.5,000/- (Rupees five thousand) only per square feet.

11.20 Roof Right: If the Owner herein and the Developer herein decide to retain the roof right of the buildings in the Said Complex, the Owner herein and the Developer herein shall have the exclusive right, title and/or interest therein in the same ratio as 25% (Twenty Five percent) : 75% (Seventy Five percent) **Provided However** that the Transferees shall have the right to visit the roof which may be ultimately car marked as common roof occasionally for the purpose of inspection of the over head water tank as also for the purpose of installation of radio aerial, TV antenna etc. and for adjustment and re-adjustment for such aerial and antenna.

12. Municipal Taxes and Outgoings

12.1 Relating to Prior Period: All land revenue and Municipal rates and taxes and outgoings (collectively **Rates**) on the Said Property relating to the period till the date of this Agreement shall be borne, paid and discharged by the Owner herein. It is made specifically clear that all Rates outstanding upto such date shall remain the liability of the Owner herein and such dues shall be borne and paid by the Owner herein as and when called upon by any statutory authority.

12.2 Relating to Subsequent Period: As from the date of this Agreement, the Developer herein shall become exclusively liable and responsible for the Rates till the Possession Date.

13. Possession and Post Completion Maintenance

13.1 Notice of Completion: As soon as the entirety of the Said Complex is completed with occupancy certificate from the Architect and made habitable and tenantable with adequate availability of utilities like electricity, water, sewerage, drainage etc. and Common Portions for proper use, occupation and enjoyment, the Developer herein shall give a written notice to the Owner herein. The Owner herein shall be obliged to take inspection of the 25% of the remaining unsold Units within 15 (fifteen) days from the date of receiving of the said notice and shall within 7 (seven) days of inspection intimate in writing any defects/deficiencies, if any, which shall be rectified/removed by the Developer herein.



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13.2 Payment of Rates: On and from the aforesaid date on which the Developer herein removes the defects/deficiencies, if any, the Owner herein shall become liable and responsible for the Rates in respect of the Units allotted to the Owner herein and the same shall be paid by them.

13.3 Punctual Payment and Mutual Indemnity: The Owner herein shall punctually and regularly pay the Rates for the Units allotted to the Owner herein to the concerned authorities and the Owner herein shall keep itself indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other.

13.4 Maintenance: The Developer herein and the Owner herein shall mutually frame a scheme for the management and administration of the Said Complex and/or Common Portions thereof and hereby agree to abide by all the rules and regulations to be framed by any Society/Association and/or any other organization who will be assigned with the responsibility of management of the Said Complex and/or the Common Portions.

13.5 Maintenance Charge: As and from the Possession Date, the Owner herein shall be responsible to pay and bear the service charge for the common facilities in the Said Complex payable with respect to the unsold Units of the Owners' Entitlement (Maintenance Charge). Such Maintenance Charges shall include proportionate share of premium for the insurance of the Said Complex, water, fire and scavenging charges and taxes, light, sanitation repair and renewal, charges for bill collection and management of the common facilities, renovation and replacement and maintenance charges and expenses for the Said Complex and of all common wiring, pipes, electrical and mechanical equipments, pumps, motors and other electrical and mechanical installations, appliances and equipments, stairways, corridors, halls, passage ways, garden, parkways and other facilities whatsoever as may be mutually agreed from time to time **Provided That** if any additional insurance premium costs and expenses by way of/and maintenance is required to be incurred in respect of the Said Complex by virtue of any particular use and/or in the accommodation, the Developer herein and the Owner herein shall be liable to pay and bear such additional costs and expenses with regard to their respective Allocations. The Maintenance Charges shall be fixed by the Owner herein and the Developer herein after mutual discussion and till such maintenance is handed over to Society/Association and/or any other organization, the Developer herein shall collect the Maintenance Charges.

14. Obligations of Developer

14.1 Completion of Development within Completion Time: The Developer herein shall complete the entire process of development of the Said Property within the Completion Time unless extended in writing by the Owner herein.

14.2 Meaning of Completion: The word 'completion' and its grammatical variants shall mean habitable and tenantable state with adequate water supply, sewage

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connection, electrical installation and all other facilities and amenities as be required to be provided to make the Units ready-for-use and occupation.

14.3 Compliance with Laws: The execution of the Project shall be in conformity with the prevailing laws, rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer herein to ensure proper compliance.

14.4 Planning, Designing and Development: The Developer herein shall be responsible for planning, designing and development of the New Buildings with the help of the Architect, professional bodies, contractors, etc. The Owner herein shall, however, be consulted and kept informed from time to time.

14.5 Commencement of Project: The Parties confirm that the development of the Said Property has commenced as per the Specifications, Building Plans, schemes, rules, regulations, byelaws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer herein, the Owner herein having no responsibility in respect thereof in any manner whatsoever.

14.6 Strict Adherence by Developer: The Developer herein has assured the Owners herein that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default in terms of this Agreement.

14.7 Construction at Developer's Risk and Cost: The Developer herein shall construct the Said Complex at its own cost, risk and responsibility. The Developer herein shall alone be responsible and liable to Government, Corporation and other authorities concerned and to the occupants/Transferees and to the third parties and the public in general and shall alone be liable for any loss, damage or compensation or for any claim arising from or relating to such construction and shall indemnify the Owner herein fully against any claims, losses and damages for any default, failure, breach, act, omission or neglect on the part of the Developer herein and/or any contractor, entity, body, agency and/or person appointed or designated by the Developer herein and/or any employees/agents/representatives thereof.

14.8 Tax Liabilities: All tax liabilities in relation to the development, namely sales tax, value added tax, service tax, works contract tax and other dues shall be paid by the Developer herein. Any tax on income arising out of transfer of the Units given to the Owner herein and service tax relating to the Owners' Units shall be borne by the Owner herein.

14.9 Permission for Construction: Subject to the specific responsibilities mentioned in this Agreement, it shall be the responsibility of the Developer herein to obtain all permissions required from various Government authorities for further sanction of the Building Plans and permission to execute the Project. The expenses to be incurred for obtaining all such sanctions and permissions shall (unless otherwise provided for in this Agreement) be borne by the Developer herein.



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14.10 Responsibility for Marketing: The Developer herein shall be responsible for marketing of the Project at its own costs. The Developer herein shall decide the marketing strategy, selection of publicity material, media etc.

14.11 No Assignment: The Developer herein hereby agrees and covenants with the Owner herein not to transfer and/or assign the benefits of this Agreement or any portion thereof, without the prior consent in writing of the Owner herein and any assignment or transfer without such prior written consent shall result in termination of this Agreement at the option of the Owner herein and make the Developer herein liable for damages and compensation to the Owner herein.

14.12 No Violation of Law: The Developer herein hereby agrees and covenants with the Owner herein not to violate or contravene any of the provisions of the rules applicable to construction of the Said Complex.

14.13 No Obstruction in Dealing with Owners' Units: The Developer herein hereby agrees and covenants with the Owner herein not to do any act deed or thing whereby the Owner herein are prevented from enjoying, selling, assigning and/or disposing off any part or portion of the 25% of the remaining unsold Units allotted to the Owner herein.

14.14 Real Estate (Regulation and Development) Act 2016: The Developer herein is to comply with the Real Estate (Regulation and Development) Act 2016 together with rules framed thereunder for the state of West Bengal.

14.15. Preparation of Documents: All documents of transfer such as Allotment Letter, Agreement for Sale, Deed of Conveyance shall be prepared by the Developer herein which shall be identical for the units in the project.

14.16. Developer's responsibility for defect in construction : The Developer herein shall remain responsibility for defects and deficiencies in the construction of the project for defect liability period as per RERA Act and keep the Owner herein indemnified from the same.

15. Obligations of Owner.

15.1 Co-operation with Developer: The Owner herein undertake to fully co-operate with the Developer herein for obtaining all permissions required for development of the Said Property.

15.2 Act in Good Faith: The Owner herein undertake to act in good faith towards the Developer herein (and any appointed and/or designated representatives) so that the Project can be successfully completed.

15.3 Documentation and Information: The Owner herein undertake to provide the Developer herein with any and all documentation and information relating to the Said Property as may be required by the Developer herein from time to time provided the same are available with the Owner herein.



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15.4 No Obstruction in Dealing with Developer's Functions: The Owner herein covenant not to do any act, deed or thing whereby the Developer herein may be prevented from discharging its functions under this Agreement.

15.5 No Obstruction in Construction: The Owner herein hereby covenant not to cause any interference or hindrance in the construction of the Said Complex.

15.6 No Dealing with Said Property: The Owner herein hereby covenant not to let out, grant lease, mortgage and/or charge the Said Property or any portions thereof save in the manner envisaged by this Agreement.

15.7 Strict Adherence by Owner: The Owner herein have assured the Developer herein that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default in terms of this Agreement.

15.8 No Assignment: The Owner herein hereby agree and covenant with the Developer herein not to transfer and/or assign the benefits of this Agreement or any portion thereof, without the prior consent in writing of the Developer herein and any assignment or transfer without such prior written consent shall make the Owner herein liable for damages and compensation to the Developer herein.

16. Indemnity

16.1 By Developer: The Developer herein hereby indemnifies and agrees to keep the Owner herein saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner herein in relation to the Project and/or to the development and/or to the construction of the Said Complex and/or defect therein and those resulting from breach of this Agreement by the Developer herein, including any act of neglect or default of the Developer's consultants, employees and/or the Transferees and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.

16.2 By Owner: The Owner herein hereby indemnify and agree to keep the Developer herein saved harmless and indemnified of from and against any and all actions, suits, costs, proceedings and claims that the Developer herein may suffer due to any defect in title of the Owner herein to the Said Property and/or any encumbrance or liability whatsoever thereon.

17. Corporate Warranties

17.1 By Developer: The Developer herein warrants to the Owner herein that:

17.1.1 Proper Incorporation: it is properly incorporated under the laws of India.

17.1.2 Right Power and Capacity: it has the right, power and capacity to enter into this Agreement and to perform the obligations hereunder and in so doing, is not in



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breach of any obligations nor duties owed to any third parties and will not be so as a result of performing its obligations under this Agreement.

17.1.3 Permitted by Memorandum and Articles of Association: the Memorandum and Articles of Association permit the Developer herein to undertake the activities covered by this Agreement.

17.1.4 Board Authorization: the Board of Directors of the Developer herein has authorized the signatory to sign and execute this Agreement.

17.2 By Owner: The Owner herein warrant to the Developer herein that:

17.2.1 Proper Incorporation: they are properly incorporated under the laws of India.

17.2.2 Right Power and Capacity: they have the right, power and capacity to enter into this Agreement and to perform the obligations hereunder and in so doing, is not in breach of any obligations nor duties owed to any third parties and will not be so as a result of performing their obligations under this Agreement.

17.2.3 Permitted by Memorandum and Articles of Association: the Memorandum and Articles of Association permit the Owner herein to undertake the activities covered by this Agreement.

17.2.4 Board Authorization: the Board of Directors of the Owner herein have authorized the signatory to sign and execute this Agreement.

17.3 Warranties Independent: Each of the warranties, covenants, indemnities and undertaking set out in this Agreement is separate and independent.

18. Limitation of Liability

18.1 No Indirect Loss: Notwithstanding anything to the contrary herein, neither the Developer herein nor the Owner herein shall be liable in any circumstances whatsoever to each other for any indirect loss suffered or incurred.

19. Miscellaneous

19.1 Parties Acting under Legal Advice: Each Party has taken and shall take their own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.

19.2 Essence of Contract: The Owner herein and the Developer herein expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

19.3 Documentation: The Developer herein shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out in this Agreement. The Owner



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herein shall however pay legal fees and other professional charges for any advice not common to the Project.

19.4 Valid Receipt: The Owner herein shall pass valid receipts for all amounts paid under this Agreement.

19.5 No Partnership: The Owner herein and the Developer herein have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

19.6 No Implied Waiver: Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.

19.7 Further Acts: The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

19.8 Name of Said Complex: The name of the Said Complex has been mutually decided as "ROSETTA" and the Project will be sold as a project of **The Banyan Tree Group**. All documents, publicity and promotional material shall reflect this branding and such material shall be agreed and confirmed by the Owner herein.

19.9 No Demise or Assignment: Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the Said Property or any part thereof to the Developer herein by the Owner herein or as creating any right, title or interest therein in favour of the Developer herein except to develop the Said Property in terms of this Agreement **provided however** the Developer herein shall be entitled to borrow money for the Project in the manner stated in this Agreement without creating any financial or other liability on the Owner herein or affecting its estate and interest in the Said Property. It is expressly agreed and understood that in no event either the Owner herein or any of its estate shall be responsible and/or be made liable for payment of any dues to the Bankers from whom Project Finance may be taken and for that purpose the Developer herein shall keep the Owner herein indemnified against all actions, suits, proceedings, costs, charges and expenses.

20. Termination

20.1 Circumstances of Mutual Termination: In the event final sanction of the Building Plans and all other permissions, consents, clearances, registrations and no objections required for commencement of construction not being obtained for any reason whatsoever within a period of 6 (Six) months, this Agreement shall stand terminated by mutual consent. In the event of such mutual termination, all amounts paid by the Developer herein towards Security Deposit shall be refunded to the Developer herein and till such refund, the Developer herein shall have first charge on the Said Property.

20.2 No Cancellation: Except as mentioned in Clauses 14.11, 15.8 and 20.1 above, none of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration. In the event of any default on the part of either Party,



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the other Party shall be entitled to claim specific performance of this Agreement and also for damages and the Parties agree that the Arbitration Tribunal shall be empowered to award specific performance or cancellation of this Agreement and additionally also to award damages and other such reliefs.

21. Force Majeure

21.1 Meaning: 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 control of the Party so prevented and does not arise out of a breach or default by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, terrorist action and civil commotion strike, lock-outs, labor unrest or other industrial action, non-availability of construction material, and any legislation, regulation, ruling or any relevant Government or Court orders.

21.2 Saving Due to Force Majeure: If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall inform the other Party in writing within 7(seven) days of the commencement of the event of force majeure specifying the nature and extent of the circumstances giving rise to the event/s of force majeure. Subject to written notification as above, neither Party shall be deemed to have defaulted in the performance 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 constituting force majeure.

21.3 Reasonable Endeavours: 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 force majeure to a close or to find a solution by which this agreement may be performed despite the continuance of the event of Force Majeure.

22. Confidentiality

22.1 Confidential Information: 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 provisions of this Agreement) and in whatever form, which is acquired by or disclosed to the other Party pursuant to this Agreement but excluding anything which is known/ available in the public domain (**Confidential Information**).

22.2 Handling of Confidential Information: 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:



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22.2.1 Secrecy: treat all such Confidential Information as secret and confidential and take all necessary steps to preserve such confidentiality.

22.2.2 No Misuse: not use any such Confidential Information other than for the purpose of performing its obligations under this Agreement and in particular, not 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.

22.2.3 No Third Party Disclosure: not disclose such Confidential Information to anyone other than with the prior written consent (such consent to be granted or withheld at the Disclosing Party's absolute discretion) of the Disclosing Party provided that no consent shall be required for any disclosure to third parties for the purpose of compliance with law and/or for implementation of this Agreement.

22.2.4 No Copying: not make any copies of any such Confidential Information (including, without limitation, any document, electronic file, note, extract, analysis or any other derivation or way of representing or recording any such Confidential Information) without the Disclosing Party's prior written consent (such consent to be granted or withheld at the Disclosing Party's absolute discretion).

22.2.5 Acting on Instruction of Disclosing Party: upon written request by the Disclosing Party, promptly deliver to the Disclosing Party or at the direction of the Disclosing Party, destroy all materials containing any such Confidential Information and all copies, extracts or reproductions of it (as permitted under this Agreement) and to certify compliance to the Disclosing Party in writing.

23. Entire Agreement

23.1 Supersession: This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied.

24. Counterparts

24.1 All Originals: This Agreement is being executed simultaneously in duplicates, each of which shall be deemed to be an original and both of which shall constitute one instrument and agreement between the Parties. The copy retained by the Developer herein shall be the property of the Developer herein, with right of creation of mortgage or charge in accordance with Clause 11.14. The copy retained by the Owner herein shall be their properties.

25. Severance

25.1 Partial Invalidity: If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the



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remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

25.2 Deletion of Invalid Provision: If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.

25.3 Reasonable Endeavour for Substitution: The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

26. Reservation of Rights

26.1 Right to Waive: Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by such Party.

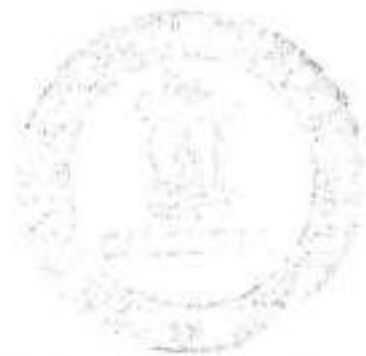
26.2 Forbearance: No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.

26.3 No Waiver: Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence to or recognition of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

26.4 No Continuing Waiver: A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion. No omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall constitute a waiver of such obligation of the other Party or the due and punctual performance thereof by such other Party and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other (similar or otherwise) obligations hereunder or as a waiver of any right or remedy that such Party may otherwise have in law or in equity.

27. Amendment/Modification

27.1 Express Documentation: No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing



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executed by both the Parties and expressly referring to the relevant provision of this Agreement.

28. Notice

28.1 Mode of Service: Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or by facsimile transmission, or sent by prepaid recorded delivery, or registered post with acknowledgement due to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified in writing by each Party from time to time). The Owner herein shall address all such notices and other written communications to the Director of the Developer herein and the Developer herein shall address all such notices and other written communications to the Director of the Owner herein s.

28.2 Time of Service: Any such notice or other written communication shall be deemed to have been served:

28.2.1 Personal Delivery: if delivered personally, at the time of delivery.

28.2.2 Registered Post: if sent by prepaid recorded delivery or registered post on the 4th day of handing over the same to the postal authorities/service provider.

28.2.3 Facsimile: 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.

28.3 Proof of Service: In proving such service it shall be sufficient to prove that personal delivery was made by producing the acknowledgement of receipt or in the case of prepaid recorded delivery or registered post, 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 successful transmission in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

28.4 Electronic Mail: Any notice sent by way of electronic mail (e-mail) shall be considered not to have been served, unless duly confirmed by the recipient by email or any other form of communication.

29. Arbitration

29.1 Disputes and Pre-referral Efforts: The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party



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in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties.

29.2 Referral to Arbitration: If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration of Mr. Paritosh Sinha, Advocate, Sinha & Company, of 5, Kiran Shankar Roy Road, Kolkata-700001 (**Sole Arbitrator**), in terms of the Arbitration and Conciliation Act, 1996.

29.3 Conduct of Arbitration Proceeding: The Parties irrevocably agree that:

29.3.1 Place: The place of arbitration shall be Kolkata only.

29.3.2 Language: The language of the arbitration shall be English.

29.3.3 Interim Directions: The Sole Arbitrator shall be entitled to give interim awards/directions regarding the Disputes.

29.3.4 Procedure: The Sole Arbitrator shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said Act shall apply to the arbitration proceedings.

29.3.5 Binding Nature: The directions and interim/final award of the Sole Arbitrator shall be binding on the Parties.

30. Jurisdiction

30.1 Court: In connection with the aforesaid arbitration proceedings, the District Court of North 24 Parganas and the Hon'ble High Court at Calcutta only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

31. Rules of Interpretation

31.1 Presumptions Rebutted: It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties to the Said Property.

31.2 Statutes: In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all



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statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.

31.3 Number: In this Agreement, any reference to singular includes plural and vice-versa.

31.4 Gender: In this Agreement, words denoting any gender including all other genders.

31.5 Party: In this Agreement, any reference to a Party is to a party to this Agreement.

31.6 Clause or Paragraph: In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.

31.7 Including: In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

31.8 Headings: In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.

FIRST SCHEDULE
(Said Property)

ALL THAT piece and parcel of land admeasuring 11 Decimals comprised in R.S. & Dag no 1235, and admeasuring 19 Decimals comprised in R.S. & Dag no 1236, and admeasuring 32 Decimals comprised in R.S. & Dag no 1237, and admeasuring 25 Decimals comprised in R.S. & Dag no 1238, and admeasuring 20 Decimals comprised in R.S. & Dag no 1270, in total admeasuring 1 Acre and 7 Decimals together with structure admeasuring 12000 Square Feet standing thereon lying and situated at Mouja Kadampukur, Pargana Kolikata, comprised in J.L. no. 25, R. S. no. 83, Touzi nos. 173, 2583 and 2584, C.S. Khatian nos. 310/1 and 340, R.S. Khatian nos. 542, 320 and 346, Khanda Khatian no. 342, corresponding to L.R. Khatian nos. 191/1, 205/1, 382/2, 237, 141, 247, 686, 719, 491/1, 132, 64/1, 622/1, 196/1, 466/1, 148/1, 204/1, 363/1, 2, 25, 545, 542, 501/1, 215/2, 290, 347 and 60, corresponding to Hal L.R. Khatian no. 814, District 24 Parganas North, Police Station Rajarhat within the ambit of Patharghata Gram Panchayet, being butted and bounded as follows:-

ON THE NORTH : By Village Road;
ON THE EAST : By land comprised in R.S. Dag nos 1237(P) and 1238(P);
ON THE SOUTH : By HIDCO Land;
ON THE WEST : By land comprised in Dag nos. 1229, 1234 and 1271.

Rajendra Prasad Choudhary



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SECOND SCHEDULE
(Devolution of Title)

DAG NO. 1237

A) **WHEREAS** one Dhananjay Naskar was the sole and absolute owner of a piece and parcel of land admeasuring 9 Cottahs and 11 Chittacks i.e. equivalent to 16 Decimals comprised in C.S. Khatian no. 340, corresponding to R.S. Khatian no. 346 corresponding to L.R. Khatian no. 290, C.S. Dag no. 1210, corresponding to R.S. Dag no. 1237 along with several other lands.

AND WHEREAS by a Sale Deed dated 18.05.1992 the said Dhananjay Naskar sold transferred and conveyed the said land admeasuring 9 Cottahs and 11 Chittacks i.e. equivalent to 16 Decimals along with several other lands unto and in favour of Balai Chandra Ghosh and the same was duly registered with the office of Additional District Sub-Registrar Bidhannagar and recorded in Book no. I, Being no. 5286 for the year 1992 and thus the said Balai Chandra Ghosh became the sole and absolute owner of the said land together several other lands.

AND WHEREAS the said Balai Chandra Ghosh executed a General Power of Attorney executed in the year 2007 unto and in favour of Jayanta Mondal and the same was duly registered with the office of Sub Registrar Barasat and duly recorded.

AND WHEREAS by a Sale Deed dated 29.10.2007 the said Balai Chandra Ghosh sold, transferred and conveyed the said land admeasuring 9 Cottahs and 11 Chittacks i.e. equivalent to 16 Decimals along with several other land unto and infavour of M/s. Nikhar Dealers Private Limited and the same was duly registered with the office of district Sub Registrar II Barasat and recorded in Book no. I, Volume no. 16, Pages 1907 to 1927, Being no. 150208077 for the year 2007 and the said M/s. Nikhar Dealer Private Limited became the sole and absolute owner of the said land along with several other lands.

AND WHEREAS by a Sale Deed dated 15.03.2008 the said M/s. Nikhar Dealers Private Limited sold, transferred and conveyed a part of the said land admeasuring 4 Cottahs and 11 Chittacks unto and in favour of M/s. Seabird Complex Private Limited and the same was duly registered with the office of Additional Registrar of Assurance II, Kolkata and recorded in Book no. I, Volume no. I, Pages 1 to 16, Being no. 190203047 for the year of 2008 and thus the said M/s. Seabird Complex Private Limited became the sole and absolute owner of the said land.

AND WHEREAS by a Sale Deed dated 15.03.2008 the said M/s. Nikhar Dealers Private Limited sold, transferred and conveyed the remaining part of the said land admeasuring 5 Cottahs unto and in favour of M/s. Seabird Complex Private Limited and the same was duly registered with the office of Additional Registrar of Assurances II Kolkata and recorded in Book no. I, Volume no. I, Pages 1 to 16, Being no. 190203050 for the year 2008 and thus the said M/s. Seabird Complex Private Limited became the sole and absolute owner of the said remaining part of land.



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AND WHEREAS the said M/s. Seabird Complex Private Limited became the sole and absolute owner of the said land admeasuring 9 Cottahs and 11 Chittacks i.e. equivalent to 16 Decimals.

B) WHEREAS one Khudiram Naskar was the sole and absolute owner of a piece and parcel of land admeasuring 9 Cottahs and 11 Chittacks i.e. equivalent to 16 Decimals comprised in L R Khatian no. 177, R.S. Dag no. 1237.

AND WHEREAS the said Khudiram Naskar died intestate leaving behind him surviving his widow, four sons and six daughters namely Panchi Naskar, Dulal Chandra Naskar, Pulin Behari Naskar, Parimal Naskar, Nirmal Naskar, Reba Naskar, Chandana Naskar, Rup Dasi Naskar, Subhadra Mondal and Sandhya Mondal as his legal heirs, heiresses, successors and representatives and thus the said Panchi Naskar Dulal Chandra Naskar, Pulin Behari Naskar Parimal Naskar, Mirmal Naskar Reba Naskar Chandana Naskar Rup Dasi Naskar, Subhadra Mondal and Sandhya Mondal became the joint owners of the said land admeasuring 9 Cottahs and 11 Chittacks i.e. equivalent to 16 Decimals.

AND WHEREAS by a Gift Deed dated 14.09.2007 the said Panchi Naskar, Reba Naskar, Chandana Naskar, Rup Dasi Naskar and Sandhya Mondal gifted transferred and delivered their undivided 1/2 share in the said land admeasuring 9 Cottahs and 11 Chittacks i.e. equivalent to 16 Decimals unto and in favour of Dulal Chandra Naskar, Pulin Behari Naskar, Parimal Naskar and Nirmal Naskar and the same was duly registered with the office of Additional District Sub Registrar Bidhannagar and recorded in Book no. I, Volume no. 5, Pages 2889 to 2901, Being no. 150404779 for the year 2008 and thus the said Dulal Chandra Naskar, Pulin Behari Naskar, Parimal Naskar and Nirmal Naskar became the joint owner of the said undivided 1/2 share of land.

AND WHEREAS by a Gift Deed dated 14.09.2007 the said Subhadra Mondal gifted, transferred and delivered the remaining part of the undivided 1/10th share in the said land admeasuring 9 Cottahs and 11 Chittacks i.e. equivalent to 16 Decimals unto and in favour of Dulal Chandra Naskar, Pulin Behari Naskar, Parimal Naskar and Nirmal Naskar and the same was duly registered with the office of Additional District Sub Registrar Bidhannagar and recorded in Book no. I, Volume no. 5, Pages 1701 to 1716, Being no. 150404710 for the year 2008 and thus the said Dulal Chandra Naskar, Pulin Behari Naskar, Parimal Naskar and Nirmal Naskar became the joint owner of the said undivided 1/10th share of land.

AND WHEREAS the said Dulal Chandra Naskar, Pulin Behari Naskar, Parimal Naskar and Nirmal Naskar became the joint owner of the said land admeasuring 9 Cottahs and 11 Chittacks i.e. equivalent to 16 Decimals.

AND WHEREAS by a Sale Deed dated 06.05.2008 the said Dulal Chandra Naskar, Pulin Behari Naskar, Parimal Naskar and Nirmal Naskar sold transferred and conveyed a part of the said land admeasuring 5 Cottahs unto and in favour of M/s. Seabird Complex Private Limited and the same was duly registered with the office of Additional District Sub Registrar Bidhannagar and recorded in Book no. I, Volume no. 6, Pages 1693 to 1712, Being no. 150405804 for the year 2008 and thus the said



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M/s. Seabird Complex Private Limited became the sole and absolute owner of the said part of land.

AND WHEREAS by a Sale Deed dated 06.05.2008 the said Dulal Chandra Naskar, Pulin Behari Naskar, Parimal Naskar and Nirmal Naskar sold transferred and conveyed the remaining part of the said land admeasuring 4 Cottahs and 11 Chittacks unto and in favour of the M/s. Seabird Complex Private Limited and the same was duly registered with the office of Additional District Sub Registrar Bidhannagar and recorded in Book no. I, Volume no. 6, Pages 1713 to 1732, Being no. 150405805 for the year of 2008 and thus the said M/s. Seabird Complex Private Limited became the sole and absolute owner of the said part of land.

AND WHEREAS the said M/s. Seabird Complex Private Limited became the sole and absolute owner of said land admeasuring 9 Cottahs and 11 Chittacks i.e. equivalent to 16 Decimals.

AND WHEREAS the said M/s. Seabird Complex Private Limited became the sole and absolute owner of a piece and parcel of land admeasuring 9 Cottahs and 11 Chittacks i.e. equivalent to 16 Decimals comprised in C.S. Khatian no. 340 corresponding to R.S. Khatian no. 346 corresponding to L.R. Khatian no. 290, C.S. Dag no. 1210 and another piece and parcel of land admeasuring 9 Cottahs and 11 Chittacks i.e. equivalent to 16 Decimals comprised in L.R. Khatian no. 177 is total admeasuring 19 Cottahs and 8 Chittacks i.e. equivalent to 32 Decimals comprised in R.S. Dag No. 1237.

DAG NO. 1238:-

C) WHEREAS one Panchanan Naskar was the sole and absolute owner of a piece and parcel of land admeasuring 31 Decimals comprised in L.R. Khatian no. 347 R.S. Dag no. 1238.

AND WHEREAS the said Panchanan Naskar died intestate leaving behind him surviving his widow, one son and one daughter namely Maharani Naskar, Shambhu Naskar and Shyama Rani Mondal as his legal heir, heiresses, successors and representative and thus the said Maharani Naskar, Shambhu Naskar and Shyama Rani Mondal became the joint owners of the said land admeasuring 31 Decimals.

AND WHEREAS the said Maharani Naskar died testate after having made and published her last will and testament dated 10.08.2006 whereby and where under she intended to give, bequeath and transfer her undivided 1/3rd share of the said land admeasuring 31 Decimals i.e. equivalent to 10.33 Decimals unto and in favour of Shambhu Naskar and the said Shambhu Naskar applied for probate being Probate Case no. 33 of 2008 before the Learned Court of the District Judge at Barasat.

AND WHEREAS by a Gift Deed dated 25.05.2006 the said Shyama Rani Mondal gifted, transferred and delivered a part of the said land unto and in favour of Shambhu Naskar and the same was duly registered with the office of District Sub Registrar II Barasat and recorded in Book no. I, Volume no. I, Pages 1 to 10, Being



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no. 150209362 for the year 2006 and thus the said Shambhu Naskar became the sole and absolute owner of the said part of land.

AND WHEREAS the said Shambhu Naskar executed a General Power of Attorney Dated 01.10.2007 unto and in favour of Jayanta Mondal and the same was duly registered with office Sub Registrar Barasat and recorded in Book no. IV, Volume no. 1, Pages 7200 to 7210, Being no. 919 for the year 2007.

AND WHEREAS by a Sale Deed dated 29.10.2007 the said Shambhu Naskar sold transferred and conveyed a part of the said land admeasuring 6 Cottahs and 4 Chittacks unto and in favour of M/s. Nikhar Dealers Private Limited and the same was duly registered with the office of District Sub Registrar II Barasat and recorded in Book no. 1, Volume no. 16, Pages 1907 to 1927, Being no. 150208077 for the year 2007 and thus the said M/s. Nikhar Dealers Private Limited became the sole and absolute owner of the said land.

AND WHEREAS by a Sale Deed dated 15.03.2008 the said M/s. Nikhar Dealers Private Limited sold, transferred and conveyed the said land admeasuring 6 Cottahs and 4 Chittacks unto and in favour of M/s. Seabird Complex Private Limited and the same was duly registered with the office of Additional Registrar of Assurances II Kolkata and recorded in Book no. I, Volume no. 1, Pages 1 to 16, Being no. 190203046 for the year 2008 and thus the said M/s. Seabird Complex Private Limited became the sole and absolute owner of the said land.

AND WHEREAS by a Sale Deed dated 14.03.2008 the said Shambhu Naskar sold transferred and conveyed a part of the said land admeasuring 9 Cottahs, 4 Chittacks and 19 Square Feet unto and in favour of Ananda Mondal and the same was duly registered with the office of Additional District Sub Registrar Bidhannagar and recorded in Book no. I, Volume no.4, Pages 257 to 269, Being no. 150403473 for the year 2008 and thus the said Ananda Mondal became the sole and absolute owner of the said part of land.

AND WHEREAS by a Sale Deed dated 30.04.2008 the said Ananda Mondal sold transferred and conveyed a part of the said land admeasuring 4 Cottahs, 4 Chittacks and 19 Square Feet unto and in favour of M/s. Seabird Complex Private Limited and the same was duly registered with the office of Additional District Sub Registrar Bidhannagar and recorded in Book no.1, Volume no. 5, Pages 20381 to 20397, Being no. 150405653 for the year of 2008 and thus the said M/s. Seabird Complex Private Limited became the sole and absolute owner of the said part of land.

AND WHEREAS by a Sale Deed dated 30.04.2008 the said Ananda Mondal sold transferred and conveyed the remaining part of the said land admeasuring 5 Cottahs unto and in favour of M/s. Seabird Complex Private Limited and the same was duly registered with the office of Additional District Sub-Registrar Bidhannagar and recorded in Book no. I, Volume no.5, Pages 20358 to 20374, Being no.05651 for the year of 2008 and thus the said M/s. Seabird complex Private Limited became the sole and absolute owner of the said remaining part of land.



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AND WHEREAS said M/s. Seabird Complex Private Limited became the sole and absolute owner of the part of the said land admeasuring 9 Cottahs, 4 Chittacks and 19 Square Feet.

AND WHEREAS by a Sale Deed dated 25.07.2007 the said Shyama Rani Mondal sold transferred and conveyed a part of the said land admeasuring 3 Cottahs, 1 Chittack and 42 Square Feet i.e. equivalent to 5.16 Decimals unto and in favour of M/s. Indus Infrastructure Private Limited and the same was duly registered with the office of District Sub Registrar II Barasat and recorded in Book no. 1, Volume no.10, Pages 957 to 973, Being no. 150208055 for the year 2007 and thus the said M/s. Indus Infrastructure Private Limited became the sole and absolute owner of the said part of land.

AND WHEREAS by a Sale Deed dated 06.05.2008 the said M/s. Indus Infrastructure Private Limited sold transferred and conveyed the said land admeasuring 3 Cottahs, 1 Chittack and 42 Square Feet i.e. equivalent to 5.16 Decimals and in favour of M/s. Seabird Complex Private Limited and the same was duly registered with the office of Additional District Sub Registrar Bidhannagar and recorded in Book no. 1, Volume no. 6, Pages 1733 to 1749, Being no. 150405806 for the year 2008 and thus the said M/s. Seabird Complex Private Limited became the sole and absolute owner of the said land.

AND WHEREAS the said Shambhu Naskar died intestate on 26.11.2010 leaving behind him surviving his widow and one daughter namely Dipali Naskar and Sadhana Mondal as his legal heiresses successor and representative.

AND WHEREAS by a Release Deed dated 03.10.2013 the said Dipali Naskar and Sadhana Mondal declared and released their right and interest in the said land admeasuring 3 Cottahs, 1 Chittack and 42 Square Feet i.e. equivalent to 5.16 Decimals unto and in favour of M/s. Seabird Complex Private Limited and the same was duly registered with the office of District Sub Registrar II Barasat and recorded in Book no.1, Volume no. 48, Pages 663 to 674, Being no. 150203221 for the year of 2013 and thus the said M/s. Seabird Complex Private Limited became the sole and absolute owner of the said land.

AND WHEREAS the said M/s. Seabird Complex Private Limited became the sole and absolute owner of the said land admeasuring 18 Cottahs, 10 Chittacks and 16 Square Feet i.e. equivalent to 31 Decimals comprised in L.R. Khatian no. 347, R.S. Dag no. 1238.

R.S. DAG NO. 1235 AND 1236

D) **WHEREAS** one Netai Naskar was the sole and absolute owner of the piece and parcel of land admeasuring .9174 Decimals comprised in R.S. Dag no. 2135 and admeasuring 1.5846 Decimals comprised in R. S. Dag no. 2136 in total admeasuring 2.502 Decimals comprised in R.S. Khatian no. 542.

AND WHEREAS the said Netai Naskar died intestate leaving behind him surviving his three sons namely Ghoshal Naskar, Gopal Naskar and Nepal Naskar as his legal heirs, successors and representatives and thus the said Ghoshal Naskar, Gopal



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Naskar and Nepal Naskar became the joint owner of the said land admeasuring .9174 Decimals comprised in R.S. Dag no. 1235 and admeasuring 1.5846 Decimals comprised in R.S. Dag no. 1236 in total admeasuring 2.502 Decimals.

AND WHEREAS the said Ghoshal Naskar recorded his name in respect of land admeasuring .3058 Decimals comprised in R.S. Dag no. 1235 and admeasuring .5282 Decimals comprised in R.S. Dag no. 1236 in total admeasuring .834 Decimals in L.R. Khatian no. 205/1.

AND WHEREAS the said Ghoshal Naskar died intestate leaving behind him surviving his widow, one son and four daughters namely Sandhya Naskar, Sujit Naskar, Shyamali Sardar, Rupali Naskar, Shefali Naskar and Dipali Mondal as his legal heirs, heiresses, successors and representatives and thus the said Sandhya Naskar, Sujit Naskar, Shyamali Sardar, Rupali Naskar, Shefali Naskar and Dipali Mondal became the joint owners of the said land admeasuring .3058 Decimals comprised in R.S. Dag no. 1235 and admeasuring .5282 Decimals comprised in R.S. Dag no. 1236 in total admeasuring .834 Decimals.

AND WHEREAS by a Sale Deed dated 13.10.2012 the said Sandhya Naskar, Sujit Naskar, Shyamali Sardar, Rupali Naskar, Shefali Naskar and Dipali Mondal sold, transferred and conveyed the said land admeasuring .3058 Decimals comprised in R.S. Dag no. 1235 and admeasuring .5282 Decimals comprised in R.S. Dag no. 1236 in total admeasuring .834 Decimals unto and in favour of M/s. Seabird Complex Private Limited and the same was duly registered with the office of Additional Registrar of Assurance II Kolkata, and recorded in Book no. I, Volume no. 53, Pages 2281 to 2302, Being no. 190213345 for the year 2012 and thus the said M/s. Seabird Complex Private Limited became the sole and absolute owner of the said land.

AND WHEREAS the said Gopal Naskar, recorded his name in respect of land admeasuring .3058 Decimals comprised in R.S. Dag no. 1235 and admeasuring .5282 Decimals comprised in R.S. Dag no. 1236 in total admeasuring .834 Decimals in L R Khatian No. 191/1.

AND WHEREAS the said Gopal Naskar died intestate leaving behind him surviving his widow, two sons and three daughter namely Aruna Naskar, Gautam Naskar, Shankar Naskar, Basanti Naskar, Sabita Das and Sulata Patra as his legal heirs, heiresses, successor and representatives and thus the said Aruna Naskar Gautam Naskar, Shankar Naskar, Basanti Naskar, Sabita Des and Sulata Patra, became the joint owners of the said land admeasuring .3058 Decimals comprised in R.S. Dag no. 1235 and admeasuring .5282 Decimals comprised in R.S. Dag no. 1236 in total admeasuring .834 Decimals.

AND WHEREAS by a Sale Deed dated 23.11.2012 the said Aruna Naskar, Goutam Naskar, Shankar Naskar, Basanti Naskar, Sabita Das, and Sulata Patra sold, transferred and conveyed the said land admeasuring .3058 Decimals comprised in R.S. Dag no. 1235 and admeasuring .5282 Decimals comprised in R.S. Dag no. 1236 in total admeasuring .834 Decimals unto and in favour of M/s. Seabird Complex Private Limited as the same was duly registered with the office of Additional Registrar



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of Assurances II, Kolkata and recorded in Book no. I, Volume no. 57, Pages 4907 to 4928, Being no. 190214468 for the year 2012 and thus the said M/s. Seabird Complex Private Limited became the sole and absolute owner the said land.

AND WHEREAS the said Nepal Naskar recorded his name in respect of land admeasuring .3058 Decimals comprised in R.S. Dag no. 1235 and admeasuring .5282 Decimals comprised in R.S. Dag no. 1236 in total admeasuring .834 Decimals in L.R. Khatian No. 382/2.

AND WHEREAS the said Nepal Naskar died intestate leaving behind him surviving his widow and five sons namely Sishubala Naskar, Samir Naskar, Sushanta Naskar, Prashanta Naskar, Dipankar Naskar and Pabitra Naskar as his legal heirs, heiresses, successors and representatives and thus the said Sishubala Naskar, Samir Naskar, Sushanta Naskar, Prashanta Naskar, Dipankar Naskar, and Pabitra Naskar, became the joint owners of the said land admeasuring .3058 Decimals comprised in R.S. Dag no. 1235 and admeasuring .5282 Decimals comprised in R.S. Dag no. 1236 in total admeasuring .834 Decimals.

AND WHEREAS by a Sale Deed dated 18.05.2012 the said Sisbhulala Naskar, Samir Naskar, Sushanta Naskar, Prashanta Naskar, Dipankar Naskar and Pabitra Naskar sold, transferred and conveyed the said land admeasuring .3058 Decimals comprised in R.S. Dag no. 1235 and admeasuring .5282 Decimals comprised in R.S. Dag no. 1236 in total admeasuring .834 Decimals into and in favour of M/s. Seabird Complex Private Limited and the same was duly registered with the office of Additional District Sub Registrar Bidhannagar and recorded in Book no. I, Volume no. 9, Pages 5663 to 5682, Being no. 150406209 for the year 2012 and thus the said M/s. Seabird Complex Private Limited became the sole and absolute owner of the said land.

AND WHEREAS the said M/s. Seabird Complex Private Limited became the sole and absolute owner of the said land admeasuring .9174 Decimals comprised in R.S. Dag no. 1235 and admeasuring 1.5846 Decimals comprised in R.S. Dag no. 1236 in total admeasuring 2.502 Decimals comprised in R.S. Khatian no. 542 corresponding to L.R. Khatian nos. 205/1, 191/1 and 328/2.

E) **WHEREAS** one Jeeban Krishna Naskar was the sole and absolute owner of a piece and parcel of land admeasuring .3058 Decimals comprised in R.S. Dag no. 1235 and admeasuring .5282 Decimals comprised in R.S. Dag no. 1236 in total admeasuring .834 Decimals comprised in L.R. Khatian no. 237.

AND WHEREAS the said Jeeban Krishna Naskar, died intestate leaving behind him surviving his widow, three sons and one daughter namely Jasoda Naskar, Tapas Naskar, Tapan Naskar, Tarun Naskar and Tapati Mondal has his legal heirs, heiresses, successors and representatives and thus the said Jasoda Naskar, Tapas Naskar, Tapas Naskar, Tarun Naskar and Tapati Mondal became the joint owners of the said land admeasuring .3058 Decimals comprised in R.S. Dag no. 1235 and admeasuring .5282 Decimals comprised in R.S. Dag no. 1236 in total admeasuring .834 Decimals.



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AND WHEREAS by a Sale Deed dated 14.12.2012 the said Jasada Naskar, Tapas Naskar, Tapan Naskar, Tarun Naskar, and Tapati Mondal sold, transferred and conveyed the said land admeasuring .3058 Decimals comprised in R.S. Dag no. 1235 and admeasuring .5282 Decimals comprised in R.S. Dag no. 1236 in total admeasuring .834 Decimals into and in favour of M/s. Seabird Complex Private Limited and the same was duly registered with the same office of Additional Registered of Assurances II, Kolkata and recorded in Book no. 1, Volume no. 64, Pages 1085 to 1107, Being no 15803 for the year 2012 and thus said M/s. Seabird Complex Private Limited became the sole and absolute owner of the said land.

AND WHEREAS the said M/s. Seabird Complex Private Limited became the sole and absolute owner of the said land admeasuring admeasuring .3058 Decimals comprised in R.S. Dag no. 1235 and admeasuring .5282 Decimals comprised in R.S. Dag no. 1236 in total admeasuring .834 Decimals comprised in L.R. Khatian no. 237.

F) i) **WHEREAS** Akshay Kumar Mondal and Haripada Naskar others were the joint owners of a piece and parcel of land comprised in R.S. Dag no. 1235 along with various other land total admeasuring 6.98 Decimals comprised in C.S. Khatian no. 310/1.

AND WHEREAS the said Akshay Kumar Mondal died intestate leaving behind him surviving his two sons namely Shibnath Mondal and Shantipada Mondal as his legal heirs, successors and representatives and thus the said Shibnath Mondal and Shantipada Mondal became the joint owners of the said undivided $\frac{1}{2}$ share of the said land admeasuring 6.98 Decimals i.e. equivalent to 3.49 Decimals.

AND WHEREAS by a Sale Deed the said Haripada Naskar sold transferred and conveyed undivided $\frac{1}{2}$ share of the said land comprised in R.S. Dag no. 1235 along with various other land in total admeasuring 6.98 Decimals i.e. equivalent to 3.49 Decimals into and in favour of the Bhowanipore Zamindari Company Limited and thus the said the Bhowanipore Zamindari Company Limited became the sole and absolute owner of the said undivided $\frac{1}{2}$ share of land.

AND WHEREAS by a Sale Deed dated 23.10.1951 the said the Bhowanipore Zamindari Company Limited sold, transferred and conveyed the said undivided $\frac{1}{2}$ share of the said land comprised in R.S. Dag no. 1235 along with various other land in total admeasuring 6.98 Decimals i.e. equivalent to 3.49 Decimals into and in favour of Ebadat Ali Mondal and the same was duly registered with the office of Sub Registrar Cossipore Dum Dum and recorded in Book no.1, Volume no. 78, Pages 179 to 184, Being no. 6048 for the year 1951 and thus the said Ebadat Ali Mondal became the sole and absolute owner of the said undivided $\frac{1}{2}$ share of land.

AND WHEREAS by a Sale Deed the said Ebadat Ali Mondal sold transferred and conveyed undivided $\frac{1}{2}$ share of said $\frac{1}{2}$ share i.e. undivided $\frac{1}{4}$ th share of the said land comprised in R.S. Dag no. 1235 along with several other land in total admeasuring 6.98 Decimals i.e. equivalent to 1.74 $\frac{1}{2}$ Decimals into and in favour of Bankajaddin Mondal and thus the said Bankajaddin Mondal became the sole and absolute owner of the said undivided $\frac{1}{4}$ th share of land.



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AND WHEREAS the said Bankajaddin Mondal died intestate leaving behind him surviving his four sons and two daughters namely Noor Mohammad Mondal, Din Mohammad Mondal, Lal Mohammad Mondal, Mojammel Haque Mondal, Sahida Khatun and Mohram Bibi as his legal heirs, heiresses, successors and representatives and thus the said Noor Mohammad Mondal, Din Mohammad Mondal, Lal Mohammad Mondal, Mojammel Hoque Mondal, Sahida Khatun and Mohram Bibi became the joint owners of the said undivided $\frac{1}{2}$ share of the $\frac{1}{2}$ share i.e. undivided $\frac{1}{4}$ share of the said land comprised in R.S. Dag no. 1235 along with other lands in total admeasuring 6.98 Decimals i.e. equivalent to 1.74 $\frac{1}{2}$ Decimals.

AND WHEREAS the said Shibnath Mondal filed a Partition Suit being T.S. No. 41 before the Learned Court of the Second Sub Judge at Alipore and by an order dated 18.04.1966 the said Sibnath Mondal and Shantipada Mondal became the joint owners of the said land comprised in R.S. Dag no. 1235 in total admeasuring 3.49 Decimals.

AND WHEREAS the said C.S. Khatian no. 310/1 was reassessed and renumbered as R.S. Khatian no. 320, corresponding to Khanda Khatian no. 342.

AND WHEREAS by a Sale Deed dated 24.02.1968 the said Shib Nath Mondal sold, transferred and conveyed a part of the said land unto and in favour of the Askir Ahmed and the same was duly registered with the office of Sub Registered Cossipore Dum Dum and recorded in Book no. 1, Volume no. 29, Pages 172 to 178, Being no. 1503 for the year 1968 and thus the said Askir Ahmed became the sole and absolute owner of the said land.

AND WHEREAS by a Sale Deed date 15.07.1985 the said Askir Ahmed, Noor Mohammad Mondal, Din Mohammad Mondal, Lal Mohammad Mondal, Mojammel Hoque Mondal, Ebadat Ali Mondal, Sahida Khatun and Mohram Bibi sold, transferred and conveyed a part of the said land admeasuring 2 Decimals comprised in R.S. Dag no. 1235 along with several other lands into and in favour of Sushil Kumar Naskar, Thakurdas Naskar, Kartick Chandra Naskar and Sukumar Naskar and the same was duly registered with the office of Additional District Sub Registrar Bldhannagar and recorded in Book no. 1, Volume no. 100F, Pages 483 to 491, Being no. 5361 for the year 1985 and thus the said Sushil Kumar Naskar, Thakurdas Naskar, Kartick Chandra Naskar, and Sukumar Naskar became the joint owners of the said land along with several other land.

ii) a) **WHEREAS** one Kartick Chandra Naskar was the sole and absolute owner of piece and parcel of land admeasuring 06 Decimals comprised in R S Dag no. 1235 and admeasuring 10 Decimals comprised in R.S. Dag no. 1236 in total admeasuring 16 Decimals comprised in L.R. Khatian no. 141.

b) **WHEREAS** one Thakurdas Naskar was the sole and absolute owner of a piece and parcel of land admeasuring 06 Decimals comprised in R.S. Dag no. 1235 and admeasuring 10 Decimals comprised in R.S. Dag no. 1236 in total admeasuring 16 Decimals comprised in L R Khatian no. 247.

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c) **WHEREAS** one Sukumar Naskar was the sole and absolute owner of a piece and parcel of land measuring 06 Decimals comprised in R S Dag no. 1235 and admeasuring 10 Decimals comprised in R.S Dag no. 1236 in total admeasuring 16 Decimals comprised in L.R. Khatian no. 686.

d) **WHEREAS** one Sushil Kumar Naskar was the sole and absolute owner of a piece and parcel of land admeasuring 6 Decimals comprised in R S Dag no. 1235 and admeasuring 10 Decimals comprised in R.S Dag no. 1236 in total admeasuring 16 Decimals comprised in L R Khatian no. 719.

e) **WHEREAS** one Muktibala Naskar Was the sole and absolute owner of piece and parcel of land admeasuring 06 Decimals comprised in R.S. Dag no. 1235 and admeasuring 10 Decimals comprised in R S Dag no. 1236 in total admeasuring 16 Decimals comprised in L. R. Khatian no. 491/1.

AND WHEREAS the said Muktibala Naskar died intestate leaving behind her surviving her four sons and four daughter namely Kartick Chandra Naskar, Thakurdas Naskar, Sushil Kumar Naskar, Sukumar Naskar, Hazari Mondal Sailabala Kayal, Sachirani Sardar and Ashtabala Mondal as her legal heirs, heiresses, successors and representatives and the said Kartick Chandra Naskar, Thakurdas Naskar, Sushil Kumar Naskar, Sukumar Naskar, Hazari Mondal, Sailabala Kayal, Sachirani Sardar and Ashtabala Mondal became the joint owners of the said land admeasuring 06 Decimals comprised in R.S Dag no. 1235 and admeasuring 10 Decimals comprised in R.S. Dag no. 1236 in total admeasuring 16 Decimals.

AND WHEREAS the said Sushil Kumar Naskar, Thakurdas Naskar, Kartick Chandra Naskar, Sukumar Naskar, Hazari Mondal, Sailabala Kayal, Sachirani Sardar and Ashtabala Mondal executed a General Power of Attorney dated 10.06.2011 unto and in favour of Pabitra Naskar and the same was duly registered with the office of Additional District Sub Registrar Bidhannagar and recorded in Book no. IV, Volume no.1, Pages 7198 to 7212, Being no. 00639 for the year 2011.

AND WHEREAS by a Sale Deed dated 18.05.2012 the said Kartick Chandra Naskar, Thakurdas Naskar, Sushil Kumar Naskar, Sukumar Naskar, Hazari Mondal, Sailabala Jayal, Sachirani Sardar and Ashtobala Mondal sold transferred and conveyed a piece and parcel of land admeasuring 30 Decimals comprised in R.S. Dag no. 1235 and admeasuring 50 Decimals comprised in R.S Dag no. 1236 in total admeasuring 80 Decimals unto and in favour of M/s. Seabird Complex Private Limited and the same was duly registered with the office of Additional District Sub Registrar Bidhannagar and recorded in Book no. 1, Volume no. 11, Pages 9183 to 9201, Being no. 150407884 for the year 2012 and thus the said M/s. Seabird Complex Private Limited became the sole and absolute owner of the said land.

AND WHEREAS the said M/s. Seabird Complex Private Limited became the sole and absolute owner of the said land admeasuring 30 Decimals comprised in R S Dag no. 1235 and admeasuring 50 Decimals comprised in R. S Dag no. 1236 in total admeasuring 80 Decimals comprised in L R Khatian nos. 141, 247, 686, 719 and 491/1.

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AND WHEREAS by a Sale Deed 15.07.1985 the said Aksir Ahmed, Noor Mohammad Mondal, Din Mohammad Mondal, Lal Mohammad Mondal, Mojammel Hoque Mondal, Ebadat Ali Mondal, Sahida Khatoon and Mohram Bibi sold, transferred and conveyed a piece and parcel of land admeasuring 6 Decimals comprised in R S Dag no. 1235 unto and in favour of Kamal Krishna Naskar and the same was duly registered with the office of Additional District Sub Registrar Bidhannagar and recorded in Book no. 1, Volume no. 100F, Pages 499 to 506, Being no. 5363 for the year 1985 and thus the said Kamal Krishna Naskar became the sole and absolute owner of the said part of land.

G) **WHEREAS** the said Kamal Krishna Naskar was the sole and absolute owner a piece and parcel of the land admeasuring 92 Decimals comprised in R.S Dag no. 1235 in L R Khatian no. 132.

H) **WHEREAS** one Akshay Naskar was the sole and absolute owner of a piece and parcel of land admeasuring 92 Decimals comprised in R S Dag no. 1235 and admeasuring 1.58 Decimals comprised in R.S Dag no. 1236 in total admeasuring 2.50 Decimals comprised in L. R. Khatian nos. 64/1 622/1, 196/1, 466/1, 148/1, 204 and 363/1.

AND WHEREAS the said Akshay Naskar died intestate leaving behind him surviving his widow and six sons namely Gouri Bala Naskar, Ananda Naskar, Srimanta Naskar, Gobinda Naskar, Mohanta Naskar, Bimal Naskar and Parimal Naskar as his legal heirs, heiress, successors and representatives and thus the said Gouri Bala Naskar, Ananda Naskar, Srimanta Naskar, Gobinda Naskar, Mohanta Naskar, Bimal Naskar and Parimal Naskar became the joint owners of the said land admeasuring 92 Decimals comprised in R.S. Dag no. 1235 and admeasuring 1.58 Decimals comprised in R.S. Dag no. 1236 in total admeasuring 2.50 Decimals.

AND WHEREAS the said Gouri Bala Naskar died intestate leaving behind her six sons namely Ananda Naskar, Srimanta Naskar, Gobinda Naskar, Mohanta Naskar, Bimal Naskar, and Parimal Naskar as her legal heirs successors and representatives and thus the said Ananda Naskar, Srimanta Naskar, Gobinda Naskar, Mohanta Naskar, Bimal Naskar, and Parimal Naskar became the joint owners of the said land admeasuring 92 Decimals comprised in R.S. Dag no. 1235 and admeasuring 1.58 Decimals comprised in R.S Dag no. 1236 total admeasuring 2.50 Decimals.

AND WHEREAS a General Power of Attorney dated 07.03.2011 was executed by Ananda Naskar, Srimanta Naskar, Gobinda Naskar, Mohanta Naskar, Bimal Naskar, Parimal Naskar, and Kamal Krishna Naskar unto and in favour of Pabitra Naskar and the same was duly registered with the office of Additional District Sub Registrar Bidhananagar and recorded in Book no. IV, Volume no. 1, Pages 2028 to 2643, Being no. 00238 for the year 2011.

AND WHEREAS by a Sale Deed dated 27.05.2011 the said Ananda Naskar, Srimanta Naskar, Gobinda Naskar, Mohanta Naskar, Bimal Naskar, Parimal Naskar, and Kamal Krishna Naskar sold transferred and conveyed the said land admeasuring 1.84 Decimals comprised in R.S. Dag no. 1235 and admeasuring 1.58 Decimals



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comprised in R.S. Dag no. 1236 in total admeasuring 3.42 Decimals into and in favour of M/s. Seabird Complex Private Limited and the same was duly registered with the office of Additional Registrar of Assurance II Kolkata and recorded in Book no. I, Volume no.25, Pages 1616 to 1641, Being no. 190206676 for the year 2011 and thus the said M/s. Seabird Complex Private Limited became the sole and absolute owner of the said land.

AND WHEREAS by a Sale Deed dated 18.05.2012 the said Kamal Krishna Naskar sold transferred and conveyed the said land admeasuring 06 Decimals comprised in R S Dag no, 1235 unto and in favour of M/s. Seabird Complex Private Limited and the same was duly registered with the office of Additional District Sub Registrar Bidhannagar and recorded in Book no.1, Volume no. 11, Pages 9143 to 9164, Being no. 150407882 for the year 2012 and thus the said M/s. Seabird Complex Private Limited became the sole and absolute owner of the said land.

AND WHEREAS the said M/s. Seabird Complex Private Limited became the sole and absolute owner of a piece and parcel of land admeasuring 1.90 Decimals comprised in R.S. Dag no. 1235 and admeasuring 1.58 Decimals comprised in R.S. Dag no. 1236 in total admeasuring 3.48 Decimals comprised in L R Khatian nos. 64/1, 622/1, 196/1, 466/1, 148/1, 204/1, 363/1 and 132.

I) **WHEREAS** one Akur Moni Naskar was the sole and absolute owner of one piece and parcel of land admeasuring .61 Decimals comprised in R. S Dag no. 1235 and admeasuring 1.06 Decimals comprised in R.S. Dag no. 1236 in total admeasuring 1.67 Decimals comprised in L.R. Khatian no.2.

AND WHEREAS the said Akur Moni Naskar died intestate leaving behind him surviving his widow, four sons and one daughter namely Saraswati Naskar, Bharat Chandra Naskar, Dhananjay Naskar, Chitta Naskar, Balai Naskar and Chaken Mondal as his legal heirs, heiresses, successors and representatives and thus the said Saraswati Naskar, Bharat Chandra Naskar, Dhananjay Naskar, Chitta Naskar, Balai Naskar and Chekan Mondal became the joint owners of the said land admeasuring 61 Decimals comprised in R.S. Dag no. 1235 admeasuring 1.06 Decimals comprised in R.S Dag no. 1236 in total admeasuring 1.67 Decimals.

AND WHEREAS the said Saraswati Naskar died intestate leaving behind her surviving her four sons and one daughter namely Bharat Chandra Naskar, Dhananjay Naskar, Chitta Naskar, Balai Naskar and Chekan Mondal as her legal heirs, heiress, successors and representatives and thus the said Bharat Chandra Naskar, Dhananjay Naskar, Chitta Naskar, Balai Naskar and Chekan Mondal became the joint owners of the said land admeasuring .61 Decimals comprised in R.S. Dag no. 1235 and admeasuring 1.06 Decimals comprised in R.S Dag no. 1236 in total admeasuring 1.67 Decimals.

AND WHEREAS the said Dhananjay Naskar, Chitta Naskar, Balai Naskar, Chaken Mondal and Bharat Chandra Naskar amicably partitioned the said land admeasuring .61 Decimals comprised in R.S. Dag no. 1235 and admeasuring 1.06 Decimals comprised in R.S. Dag no 1236 in total admeasuring 1.67 Decimals by metes and bounds amongst themselves and thus the said Dhananjay Naskar, Chitta Naskar,



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Balai Naskar and Chekan Mondal became the joint owners of a divided and demarcated part of land admeasuring .49 Decimals comprised in R.S. Dag no. 1235 and admeasuring .84 Decimals comprised in R.S. Dag no. 1236 in total admeasuring 1.33 Decimals and the said Bharat Chandra Naskar became the sole and absolute owner of the divided and demarcated part of land admeasuring .18 Decimals comprised in R.S. Dag no. 1235 and admeasuring .22 Decimals comprised in R.S. Dag no. 1236 in total admeasuring .35 Decimals.

J) **WHEREAS** one Anil Chandra Naskar was the sole and absolute owner of a piece and parcel of land admeasuring .61 Decimals comprised in L.R. Khatian no. 25, R.S. Dag no. 1235.

AND WHEREAS the said Anil Chandra Naskar died intestate leaving behind him surviving his one son and two daughters namely Bangshi Naskar, Sikha Naskar, and Shanti Bala Naskar, as his legal heir, heiresses, successors and representative and thus the said Bangshi Naskar, Sikha Naskar and Shanti Bala Naskar became the joint owners of the said land admeasuring .61 Decimals comprised in R.S. Dag no. 1235.

AND WHEREAS by a Sale Deed dated 27.03.2008 the said Bangshi Naskar, Sikha Naskar and Shanti Bala Naskar sold, transferred and conveyed the said land admeasuring .61 Decimals comprised in R.S. Dag no. 1235 unto and in favour of Pabitra Naskar and the same was duly registered with the office of Additional District Sub Registrar Bidhannagar and recorded in Book no. I, Volume no.4, Pages 12425 to 12436, Being no.150404122 for the year 2008 and thus the said Pabitra Naskar became the sole and absolute owner of the said land.

K) **WHEREAS** one Ramkanta Naskar was the sole and absolute owner of a piece and parcel of land admeasuring .61 Decimals comprised in R.S. Dag no. 1235 and admeasuring 1.06 Decimals comprised in R.S. Dag no. 1236 in total admeasuring 1.67 Decimals comprised in L. R. Khatian no. 545.

AND WHEREAS the said Ramkanta Naskar died intestate leaving behind him surviving his two sons three daughter namely Jatindra Nath Naskar, Jagadish Chandra Naskar, Tarak Dassi Mondal, Renu Bala Mondal and Meena Rani Mondal as his legal heirs, heiresses, successors and representatives and thus the said Jatindra Nath Naskar, Jagdish Chandra Naskar, Tarak Dassi Mondal, Renu Bala Mondal, and Meena Rani Mondal became the joint owners of the said land admeasuring .61 Decimals comprised in R.S. Dag no. 1235 and admeasuring 1.06 Decimals comprised in R.S. Dag no. 1236 in total admeasuring 1.67 Decimals.

L) **WHEREAS** Aksir Ahmed, Noor Mohammad Mondal, Din Mohammad Mondal, Lal Mohammad Mondal, Mojammel Haque Mondal, Abadat Ali Mondal, Sahida Khatoon and Moharam Bibi were the joint owners of a piece and parcel of land admeasuring 19 Decimals comprised In C.S Khatian no. 310/1, corresponding to R.S Khatian no 320 corresponding to L.R Khatian no 542, R.S Dag no 1236.

AND WHEREAS by a Sale Deed dated 15.07.1985 the said Aksir Ahmed, Noor Mohammad Mondal, Din Mohammad Mondal, Lal Mohammad Mondal, Mojammel



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Haque Mondal, Abadat Ali Mondal, Sahida Khatoon and Moharam Bibi sold transferred and conveyed the said land admeasuring 19 Decimals comprised in R.S. Dag no.1236 unto and in favour of Jagadish Chandra Naskar and Jatindra Nath Naskar and the same was duly registered with the office of Additional District Sub Registrar Bidhannagar and recorded in Book no. I, Volume no. 100 (F), Pages 491 to 498, Being no. 5362 for the year 1985 and thus the said Jagadish Chandra Naskar and Jatindra Nath Naskar became the joint owners of the said land.

AND WHEREAS the said land as found to be admeasuring .15 Decimals instead and in place of .19 Decimals comprised in R.S. Dag no. 1236.

AND WHEREAS the said Jagadish Chandra Naskar and Jatindra Nath Naskar amicably partitioned the said land admeasuring .15 Decimals comprised in R.S. Dag no. 1236, by metes and bounds amongst themselves and thus the said Jagadish Chandra Naskar became the sole and absolute owner of the divided and demarcated part of land admeasuring .07 Decimals comprised in R.S. Dag no. 1236 and recorded his name in L.R. Khatian no. 215/2 and the said Jatindra Nath Naskar became the sole and absolute owner of the divided and demarcated part of land admeasuring .08 decimals comprised in R.S. Dag no. 1236 and recorded his name L.R. Khatian no. 501/1.

AND WHEREAS the said Jatinadra Nath Naskar died intestate leaving behind him surviving his widow, one son and three daughters namely Tapati Naskar, Utpal Naskar, Pranati Naskar alias Mondal, Purabi Nasker alias Mondal and Jayanti Naskar alias Roy as his legal heirs, heiresses, successors and representatives and thus the said Tapati Naskar, Utpal Naskar, Pranati Naskar alias Mondal Purabi Naskar alias Mondal and Jayanti Naskar alias Roy became the joint owners of the said land admeasuring .08 Decimals comprised in L.R Khatian no 501/1, R.S Dag no 1236 and undivided 1/5 the share of land admeasuring .61 Decimals i.e .122 Decimals comprised in R.S Dag no 1235 and undivided 1/5th share of land admeasuring 1.06 Decimals i.e equivalent to .212 Decimals comprised in R.S Dag no. 1236 in total admeasuring .334 Decimals comprised in L.R Khatian no 545.

AND WHEREAS by a Sale Deed dated 13.5.2008 the said Jagadish Chandra Naskar sold, transferred and conveyed the said land admeasuring .07 Decimals comprised in L.R Khatian no 215/2, R.S Dag no 1236 unto and in favour of M/S Seabird Complex Private Limited and the same was duly registered with the office of Additional District Sub Registrar Bidhanagar and recorded in Book no I, Volume no 6, Pages 7618 and 7633. Being no 1540406142 for the year 2008 and thus the said M/s Seabird Complex Private Limited became the sole and absolute owner of the said land.

AND WHEREAS by a Sale Deed dated 13.5.2008 the said Tapati Naskar, Utpal Naskar, Prasari Naskar alias Mondal, Purabi Naskar alias Mondal and Jayanti Naskar alias Roy sold, transferred and conveyed the said land admeasuring .08 Decimals comprised in L.R. Khatian no 501/1, R.S Dag no 1236 unto and in favor of M/S Seabird Complex Private Limited and the same was duly registered with the office of Additional District Sub Registrar Bidhannagar and recorded in Book no I, Volume no 6, Pages 7702 to 7722, Being no 150406149 for the year 2008 and thus



1
ADDITIONAL DEPUTY SECRETARY
OF ASSURANCE, KOLKATA

20 SEP 2007

the said M/S Seabird Complex Private Limited became the sole and absolute owner of the said land.

AND WHEREAS the said M/S Seabird Complex Private Limited became the sole and absolute owner of a piece and parcel of land admeasuring 15 Decimals comprised in C.S. Khatian no 310/1, corresponding to R.S. Khatian no 320, corresponding to L.R Khatian no 542. corresponding to Hal L.R Khatian nos 215/2 and 501/1, R.S Dag no.1236.

AND WHEREAS the said Dhananjay Naskar, Chiha Naskar, Balai Naskar, Chekan Mondal, Jagadish Chandra Naskar, Tapati Naskar and Utpal Naskar executed a General Power Of Attorney dated 16.7.2010 unto and in favour of Pabitra Naskar and the same was duly registered with the office of District Sub Registrar II Barasat and recorded in Book no. IV, Volume no. 2, Pages 807 to 819, Being no 00550 for the year 2010.

AND WHEREAS the said Pranati Naskar alias Mondal, Purabi Naskar alias Mondal and Jayanti Naskar alias Roy executed a General Power Of Attorney dated 10.1.2011 unto and in favour of Pabitra Naskar and the same was duly registered with the office of Additional District Sub Registered Bidhannagar and recorded in Book no IV, Volume no 1, Pages 280 to 289. Being no 00026 for the year 2011.

AND WHEREAS by a Sale Deed dated 28.2.2011 the said Dhananjay Naskar, Chitta Naskar, Balai Naskar, Chekan Mondal, Jagadish Chandra Naskar, Utpal Naskar, Tapati Naskar, Pranati Naskar alias Mondal, Purabi Naskar alias Mondal, Jayanti Naskar alias Roy and Pabitra Naskar sold, transferred and conveyed a piece and parcel of land admeasuring 1.71 Decimals comprised in R.S Dag no.1235 and admeasuring 1.90 Decimals comprised in R.S Dag no 1236 in total admeasuring 3.61 Decimals unto and in favour of M/S Seabird Complex Private Limited and the same was duly registered with the office of Additional Registrar of Assurance II Kolkata and recorded in Book no I, Volume no 11, Pages 2571 to 2603 Being no 19020 2635 for the year 2011 and thus the said M/S Seabird Complex Private Limited become the sole and absolute owner of the said land.

AND WHEREAS it was subsequently found that the instead and in place of undivided 2/5 the share of land admeasuring .61 Decimals i.e equivalent to .244 Decimals i.e. equivalent to .424 Decimals comprised in R.S Dag no 1236 in total admeasuring .668 Decimals as inherited by the said Jagadish Chandra Naskar, Tapati Naskar, Utpal Naskar, Pranati Naskar alias Mondal, Purabi Naskar alias Mondal and Jayanti Naskar alias Roy the entire land admeasuring .61 Decimals comprised in R.S Dag no 1235 and admeasuring 1.06 Decimals comprised in R.S Dag no 1236 was recorded in Deed no 190202635 for the year 2011.

AND WHEREAS by a Sale Deed dated 13.10.2012 the said Tarak Dassi Mondal, Renu Bala Mondal and Meena Rani Mondal sold, transferred and conveyed undivided 3/5th share of the said land admeasuring .61 Decimals i.e equivalent to .37 Decimals comprised in R.S Dag no 1235 and land admeasuring 1.06 Decimals i.e equivalent to .63 Decimals comprised in R.S Dag no 1236 in total admeasuring 1.00 Decimals into and in favour of M/S Seabird Complex Private Limited and the same was duly



1
ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

20 SEP 2022

registered with the office of Additional Registrar of Assurance II Kolkata and recorded in Book no. I, Volume no. 53, Pages 2317 to 2339, Being no 190213346 for the year 2012 and thus the said M/s Seabird Complex Private limited became the sole and absolute owner of the said undivided $\frac{3}{5}$ share of land.

AND WHEREAS the said Bharat Chandra Naskar executed a General Power of Attorney dated 14.06.2011 unto and in favor of Pabitra Naskar and the same was duly registered with the office of Additional District Sub Registrar Bidhannagar and recorded in Book no IV, Volume no 1, Pages 7366 to 7374, Being no 001654 for the year 2011.

AND WHEREAS by a Sale Deed dated 28.05.2012 the said Bharat Chandra Naskar sold, transferred and conveyed the said land admeasuring .13 Decimals comprised in R.S Dag no 1235 and admeasuring .22 Decimals comprised in R.S Dag no 1236 in total admeasuring .35 Decimals unto and in favour of M/s Seabird Complex Private Limited and the same was duly registered with the office of Additional District Sub Registrar Bidhanagar and recorded in Book no I, Volume no. 11, Pages 9165 to 9182, Being no 150407883 for the year 2012 and thus the said M/s Seabird Complex Private Limited became the sole and absolute owner of the said land.

AND WHEREAS the said M/s Seabird Complex Private Limited became the sole and absolute owner of a piece and parcel of land admeasuring 1.83 Decimals comprised in R.S Dag no 1235 and admeasuring 2.27 Decimals comprised in R.S Dag no 1236 in total admeasuring 4.10 Decimals.

AND WHEREAS the said M/s Seabird Complex Private Limited became the sole and absolute owner of piece and parcel of land admeasuring 5.3332 Decimals comprised in R.S Dag no 1235 and admeasuring 6.4628 Decimals comprised in R.S Dag no 1236 in total admeasuring 11.7960 Decimals comprised in C.S Khatian no 310/1, corresponding to R.S Khatian nos 542 and 320, Khanda Khatian no. 342, corresponding to L.R Khatian nos. 191/1, 205/1, 382/2, 237, 141, 247, 686, 719, 491/1, 132, 64/1, 622/1, 196/1, 466/1, 148/1, 204/1, 363/1, 25, 545, 542, 501/1 and 215/2.

R.S DAG NO. 1270:-

M) **WHEREAS** are Asto Bala Naskar alias Astomoni Dassi was the sole and absolute owner of a piece and parcel of land admeasuring 20 Decimals comprised in L.R Khatian no. 60, R.S Dag No 1270.

AND WHEREAS by a Sale Deed dated 29.10.2007 the said Asta Bala Naskar alias Astomoni Dassi sold, transferred and conveyed the said land admeasuring 20 Decimals comprised in R.S Dag no 1270 unto and in favour of M/S Nikhar Dealers Private Limited and the same was duly registered with the office of District Sub Registrar II Barasat and recorded in Book no I, Volume no 3, Pages 1724 and 1734, Being no 150201407 for the year 2008 and thus the said M/s Nikhar Dealers Private Limited became the sole and absolute owner of the said land.

AND WHEREAS by a Sale Deed Dated 21.5.2008 the said M/S Nikhar Dealers Private Limited sold, transferred and conveyed a part of the said land admeasuring



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ADDITIONAL REGISTRAR
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20 SEP 2012

10 Decimals comprised in R.S. Dag no .1270 unto and in favour of M/S Seabird Complex Private Limited and the same was duly registered with the office of Additional District Sub Registrar Bidhannagar and recorded in Book no. 1 Volume no 6. Pages 17732 to 17747, Being no.150406651 for the year 2008 and thus the said M/S Seabird Complex Private Limited became the sole and absolute owner of the said part of land.

AND WHEREAS by a Sale Deed Dated 21.5.2008 the said M/S Nikhar Dealers Private Limited sold, transferred and conveyed the remaining part of the said land admeasuring 10 Decimals comprised in R.S Dag no 1270 unto and in favour of M/S Seabird Complex Private Limited and the same was duly registered with the office of Additional District Sub Registrar Bidhannagar and recorded in Book no 1, Volume no 6. Pages 17761 to 17776 , Being no 150406653 for the year 2008 and thus the said M/S Seabird Complex Private Limited become the sole and absolute owner of the said remaining part of land.

AND WHEREAS the said M/S Seabird Complex Private Limited become the sole and absolute owner of the said land admeasuring 20 Decimals comprised in L.R Khatian no 60,R S. Dag no 1270.

RS.DAG NO 1271

N) **WHEREAS** Dulal Chandra Naskar , Pulin Behari Naskar , Primal Naskar And Nirmal Naskar were the joint owner and seized and possessed of certain properties.

AND WHEREAS a Deed of Exchange dated 16.12.2013 was executed by and between the said Dulal Chandra Naskar ,Pulin Bihari Naskar, Parimal Naskar, Nirmal Naskar and M/S Seabird Complex Private Limited and the same was duly registered with the office of District Sub Registered II, Barasat and recorded in Book no I, Volume no 57 Pages 1405 to 1415, Being no 150216172 for the year 2013.

AND WHEREAS in actual measurement according to record of rights the said M/s Seabird Complex Private Limited became the sole and absolute owner of a piece and parcel of land admeasuring 11 Decimals comprised in R.S. Dag no 1235, admeasuring 19 Decimals comprised in R.S. Dag no. 1236, and admeasuring 32 Decimals comprised in R.S. Dag no 1237 and admeasuring 25 Decimals comprised in R.S. Dag no 1238 and admeasuring 20 Decimals comprised in R.S Dag no 1270, in total admeasuring 1 Acre and 7 Decimals comprised in C.S Khatian nos. 310/1 and 340 corresponding to L.R Khatian nos. 191/1, 205/1, 382/2, 247,1 141, 247, 686, 719, 491/1, 132, 64/1, 622/1, 196/1, 466/1, 148/1, 204/1, 363/1, 2, 25, 545, 542, 501/1, 215/2, 290, 347 and 60 presently remembered Hal L.R Khatian no. 814 and made some structures admeasuring 12000 Square Feet standing thereon.

THIRD SCHEDULE
(Specifications)

- Foundation** : Reinforced Concrete Cement structure.
- Wall Finish** : Interior - conventional brickwork with Plaster of Paris
Exterior - combination of cladding and high quality cement/
textured paint.



1

AGIL HADJI BE...
OFFICE OF THE...
20 SEP 2022

- Flooring:** : Master Bedroom – Vitrified tiles/anti skid ceramic tiles
 Other Bedrooms – Vitrified tiles/anti skid ceramic tiles
 Living/Dining – Vitrified tiles
- Kitchen:** : Kitchen – Anti skid tiles
 Granite Platform with honed edges
 Stainless steel sink
 Dado of ceramic tiles upto 2 feet above the counter/platform
 Electrical Points for Refrigerator, Aquaguard and Exhaust Fan
 Provision for exhaust
- Toilet:** : Toilet – Anti skid ceramic tiles in flooring
 Toilet walls – standard ceramic tiles on the walls upto 7 feet
 Sanitary ware of Parryware/Hindware or equivalent make
 CP fittings of Jaguar/EssEss/Hindware or equivalent make
 Electrical point for Geyser and Exhaust Fan
 Plumbing provision for Hot/Cold water line
- Doors & Windows** : Door Frame – made of seasoned and treated wood.
 Main Door – Solid core flush doors, with decorative brass handles
 Main Door Fittings – Godrej night latch and Eyepiece
 Internal Doors – Solid core flush doors with Stainless Steel locks
 Windows – Fully glazed anodized/powder coated aluminum windows
- Electricals:** : AC points in living dining and all the Bedrooms.
 Cable TV, Telephone & Broadband wiring in Living/Dining.
 Adequate 15 Amp and 5 Amp Electrical Points in all bedrooms, Living/Dining, Kitchen, Toilets



1

ADDITIONAL REGISTRAR
OF ASSURANCE CO, KOLKATA
20 SEP 2022

Concealed copper wiring with Central MCB of reputed brands.

Doorbell point at the main entrance door.

Modular switches of reputed high-end brands

Common Lighting

Overhead Illumination for compound and street lighting

Necessary illumination in all lobbies, staircases and common areas

Lifts, Stairs & Lobbies

2 Nos. Lifts (OTIS/equivalent make)

Stair and Floor Lobbies - Kota Stone/Marble/Tiles

Entrance Ground floor lobby of each block - combination of marble, granite and kota stone

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

SEABIRD COMPLEX PVT. LTD.

Authorized Director

[Owner]

Tuokar Kanti Raychowdhary
Director

For EARTHWORK NIRMAN PVT. LTD.

Authorized Director
[Developer]

Rishi Roy Chowdhury
Authorized Signatory

Drafted by: Ghatakaborthy, Advocate, High Court, Calcutta. F. 1731/02.

Witnesses:

Signature *Samir K. Ghosh*

Name SAMIR KR GHOSH

Father's Name *Late Sachindray Nath Ghosh*

Address *Mukul Shanti Garden*

Kolkata - 700136

Signature *Randeep Baid*

Name *Randeep Baid*

Father's Name *LT Ratan Lal Baid*

Address *Club Town - VIP RD.*

Kolkata - 700052



1

ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

20 SEP 2022

Receipt and Memo of Security Deposit

Received from the within named Developer herein the within mentioned sum of Rs.10,00,000/- (Rupees Ten Lacs) only by the Owner herein towards full and final payment of the Security Deposit in terms of Clause 11.8 of this Agreement, in the following manner:

<u>Mode</u>	<u>Date</u>	<u>Bank</u>	<u>Amount (Rs.)</u>	<u>Favouring</u>
Cheque No. <u>115368</u>	<u>20.03.2022</u>	<u>SBI</u>	<u>10,00,000/-</u>	<u>Eastwork Nirman Pvt. Ltd.</u>
Cheque No. _____	_____			
TOTAL			10,00,000.00	

SEABIRD COMPLEX PVT. LTD.

Shubhankar Rajeshwari
Director

Authorized Director

[Owner]

Witnesses:-

Signature Samir Kr. Ghosh Signature Pradeep Baid.
Name SAMIR KR. GHOSH Name Pradeep Baid.



1

ADDITIONAL REGISTRAR
OF ASSURANCES - KOLKATA

20 SEP 2022

SPECIMEN FORM FOR TEN FINGERPRINTS



Teodorant P. P. P. P. P.

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



Prabir Roy Chowdhury

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



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



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



1
ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

20 SEP 2022

आयकर विभाग
 INCOME TAX DEPARTMENT


भारत सरकार
 GOVT OF INDIA

EARTHWORK NIRMAN PRIVATE LIMITED



21/0 1/2009
 Permanent Account Number
AACCE2035N

This card is valid / इस कार्ड का प्रयोग केवल 21/01/2009 तक ही किया जा सकता है, इसका प्रयोग इस तिथि के बाद नहीं किया जा सकता है।
 This card is valid / इस कार्ड का प्रयोग केवल 21/01/2009 तक ही किया जा सकता है, इसका प्रयोग इस तिथि के बाद नहीं किया जा सकता है।

Special Tax PAN Services Unit, NSDL
 1st Floor, Symbiosis Chambers
 Near Thane Metropolitan Park
 Thane, Pune - 401 012

Tel: 022-2722 9999 Fax: 022-2722 9991
 e-mail: info@nsdl.co.in

EARTHWORK NIRMAN PVT. LTD.

Director

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


स्थायी लेखा संख्या कार्ड
 Permanent Account Number Card
AALCS6443H

PAN : SEABRD
SEABIRD COMPLEX PRIVATE LIMITED

(003208)

Incorporation Date
 Date of Incorporation/Formation
20/02/2008

इस कार्ड के खोने/पाने पर कृपया सूचित करें/सूचित करें:
 आवक के लिए प्रदाता, टैक्स डी जेड
 को भी सूचित, यदि संभव है,
 प्लॉट नं. 541, सर्वे नं. 997/3,
 मॉडल कॉलोनी, नज़द डीप बंगलो चक,
 पुणे - 411 016.



*If this card is lost / someone's lost card is found,
 please inform / return to :*

Income Tax PAN Services Unit, NSDL
 4th Floor, Maruti Sterling,
 Plot No. 541, Survey No. 997/3,
 Model Colony, Near Deep Bungalow Chak,
 Pune - 411 016.

Tel: 91-20-2721 3080, Fax: 91-20-2721 8081
 e-mail: info@nsdl.com.in

SEABIRD COMPLEX PVT. LTD.



Director


आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

T K RAYCHAUDHURY
MANILAL RAYCHAUDHURI

01/12/1960
 Permanent Account Number
AFBPR3758Q


 Signature



T K Raychaudhury

If this card is lost / someone's else card is found,
 please inform / return to:
 Income Tax PAN Services Unit, ASDI,
 4th Floor, A Wing, Trade Wing,
 Kamala Mills Compound,
 S. B. Marg, Lower Park, Mumbai - 400 011.
 Tel: 91-22-2495 4439, Fax: 91-22-2495 1664,
 email: its@incomeindia.gov.in


भारत सरकार
 GOVERNMENT OF INDIA



तुषार कान्ति राय चौधुरी
Tushar Kanti Ray Chowdhury
जन्मदिनांक/DOB: 01/12/1960
लिंग MALE
Mobile No: 9733186003
8900 0790 7492
VID : 9121 3484 7050 5259



MEERA ADHAAR, MERI PEHCHAN

T. Chowdhury



भारतीय विशिष्ट पहचान प्राधिकरण
 UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पतेला
श्रीमती मन्दाकिनी चौधुरी - ए - 508, फ्लैट - 2, सेक्टर - 3, आनंदी, गुरुदास टाउन, पश्चिम बंगाल, कोलकाता - 700106
पता
पिन कोड - 700106
Address :
S/O Mandaki Raychowdhury, - E, 508, Flat - 2, Sector - 3, Kolkata, Seti Laha, G.D. Nagar (W), North 24 Parganas, West Bengal - 700106







1947 1603 260 947
 help@uidai.gov.in
 www.uidai.gov.in
 P.O. Box No. 1947, Bangalore-560 001


 भारतका निर्वाचन आयोग
 Election Commission of India
ELECTION COMMISSION OF INDIA
IDENTITY CARD

WB/20/139/216090

निर्वाचक नाम : तुषारकांठी राय चौधरी
 Elector's Name : Tusharkanti Roy Chowdhury
 पिता का नाम : नमिताल राय चौधरी
 Father's Name : Namital Roy Chowdhury
 लिंग / Sex : पुरु / M
 जन्म तिथि / Date of Birth : 01/12/1960

WB/20/139/216090

स्थान:
 505 सॉल्टलेक, ब्लॉक-फे, वार्ड नं-16 सिद्धान नगर
 24 पार्काना 700106

Address:
 505 SALT LAKE, BLOCK-FE, WARD
 ND-16 SIDHAN NAGAR NORTH 24
 PARGANAS 700106



Date: 18/03/2005
 14 दिनांक तक निर्वाचन आयोग के कार्यालय में प्रस्तुत किया जाना चाहिए।
 Facsimile Signature of the Electoral
 Registration Officer for
 115 Bithuranger Constituency

निर्वाचन आयोग द्वारा जारी किया गया पहचान कार्ड को सुरक्षित रखें।
 यदि पता बदलने पर निर्वाचन आयोग को सूचित करना होगा।
 In case of change in address, please inform the Commission.
 For the return Form for including your name in the
 roll at the changed address and to obtain the card,
 with stamp and signature.



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

PRABIR ROYCHOWDHURY
NETAI ROYCHOWDHURY
03/06/1964

Permanent Account Number
ADIPR1841H

Blair
Signature



Blair

In case this card is lost / found, kindly inform / return to:
Income Tax PAN Services Unit, UTPE
Plot No. 3, Sector 11, CBD Belapur,
New Mumbai - 400 614.

इस कार्ड के खोने/पाने पर कृपया सूचित करें/भेजें।
आयकर पैन सेवाएँ यूनिट, ए टी पी ई
प्लॉट नं. 3, सेक्टर 11, सी.बी.डी. बेलपुर,
नई मुंबई - 400 614



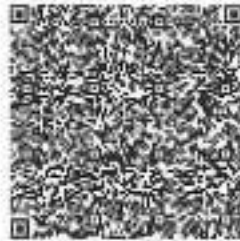
भारत सरकार
Government of India

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

Enrolment No.: 0635/10277/96218

To
Prabir Roychowdhury
C/O Netai Roychowdhury
BF - 14, BF BLOCK
SALT LAKE, SECTOR - I
Bhadrnagar(M)
North 24 Parganas West Bengal - 700064
9007012000

Signature valid



आपका आधार क्रमांक / Your Aadhaar No. :

3291 9498 7795

VID : 9105 4228 2426 0679

मेरा आधार, मेरी पहचान



Issue Date: 16/03/2014



Prabir Roychowdhury
Date of Birth/DOB: 03/06/1964
Male/ MALE

3291 9498 7795

VID : 9105 4228 2426 0679

मेरा आधार, मेरी पहचान



संघीय अर्थ
Government of India



सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- सुरक्षित QR कोड / ऑफलाइन XML / ऑनलाइन ऑथेंटिकेशन से पहचान प्रमाणित करें।
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

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- आधार कई सरकारी और गैर सरकारी सेवाओं को पाना आसान बनाता है।
- आधार में मोबाइल नंबर और ईमेल ID अपडेट रखें।
- आधार को अपने स्मार्ट फोन पर रखें, mAadhaar App के साथ।

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Download Date: 10/03/2014

Address:
C/O Netai Roychowdhury, BF - 14, BF BLOCK,
SALT LAKE, SECTOR - I, Bhadrnagar(M),
North 24 Parganas,
West Bengal - 700064



3291 9498 7795

VID : 9105 4228 2426 0679

हमारे साथ | helpline@uidai.gov.in | www.uidai.gov.in

Prabir Roychowdhury



भारत सरकार
भारतीय निर्वाचन आयोग
ELECTION COMMISSION OF INDIA
IDENTITY CARD

XOY188288



निर्वाचक का नाम : नरेश रायचौधरी
Elector's Name : Nishu Raychowdhary
निवासी स्थान : निवासी रायचौधरी
Father's Name : Nishu Raychowdhary
लिंग/Sex : प / M
जन्म तिथि/Date of Birth : 03/05/1984

Handwritten signature

XOY188288

State:

37-14, नॉर्थवुड (पार्ट-1), ब्लॉक-रूम,
बिहानगर, बिहानगर नगरपालिका, बिहानगर
(N), डीए 28 नॉर्थ-700064

Address:

B5-14, SALT LAKE, SECTOR-1, BLOCK-OF,
PART-1, BIHANNAGAR MUNICIPAL
CORPORATION, BIHANNAGAR, NORTH,
NORTH 24 PARGANAS-700064

Date: 18/07/2018

(1) - निम्नलिखित जगह निम्नलिखित
अधिकारी द्वारा जारी

Facsimile Signature of the Electoral
Registration Officer for

116 - Bihannagar Constituency

आपका पता बदलने पर आपको अपने पता को
जारी करने के लिए एक नया पता कार्ड बनाना
होगा और उसे अपने पता कार्ड के साथ
जमा करना होगा।

In case of change in address mention the Card No.
under column 1 item 01 including your name in the
copy of the changed address and to attach to card
with serial number 145 / 200




Unique Identification Authority of India
 Government of India

Name: **সমীর কুমার গোস্বামী**
 Same Kumar Ghosh
 Date of Birth: **09/04/1948**
 Gender: **MALE**

Photo: 09/04/2019



4952 8179 2431
VID : 9147 5976 3841 3597

আমার নাম, আমার পরিচয়




Unique Identification Authority of India
 Government of India

Name: **সমীর কুমার গোস্বামী**
 Date of Birth: **09/04/1948**
 Gender: **MALE**
 Address: **C/O: মুকুল শান্দ গার্ডেন, ব্লক 1 ফ্লট A2 3rd Floor, Rajarhat Main Road, Rajarhat, North 24 Parganas, West Bengal - 700136**

Address: **C/O: Mukul Shand Garden, Block 1 Flat A2 3rd Floor, Rajarhat Main Road, Rajarhat, Rajarhat, North 24 Parganas, West Bengal - 700136**



4952 8179 2431
VID : 9147 5976 3841 3597

1443 | 1443 | www.uidai.gov.in

Sameer Kr. Ghosh

Major Information of the Deed

Deed No :	I-1902-11163/2022	Date of Registration	20/09/2022
Query No / Year	1902-2002772978/2022	Office where deed is registered	
Query Date	15/09/2022 6:53:23 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Dipak Jana 10, K.S. Roy Road, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 6296030799, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]		
Set Forth value	Market Value		
	Rs. 12,67,74,342/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 75,071/- (Article:48(g))	Rs. 10,105/- (Article:E, E, B, M(a), M(b), I)		
Remarks			

Land Details :

District: North 24-Parganas, P. S:- Rajerhat, Gram Panchayat: PATHARGHATA, Mouza: Kadampukur, JI No: 25, Pin Code : 700136

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1235 (RS -)	LR-542	Bastu	Bastu	11 Dec		1,22,00,166/-	Width of Approach Road: 8 Ft., Adjacent to Metal Road,
L2	LR-1236 (RS -)	LR-320	Bastu	Bastu	19 Dec		2,10,73,014/-	Width of Approach Road: 8 Ft., Adjacent to Metal Road,
L3	LR-1237 (RS -)	LR-542	Bastu	Bastu	32 Dec		3,54,91,392/-	Width of Approach Road: 8 Ft., Adjacent to Metal Road,
L4	LR-1238 (RS -)	LR-542	Bastu	Bastu	25 Dec		2,77,27,650/-	Width of Approach Road: 8 Ft., Adjacent to Metal Road,
L5	LR-1270 (RS -)	LR-542	Bastu	Bastu	20 Dec		2,21,82,120/-	Width of Approach Road: 8 Ft., Adjacent to Metal Road,
		TOTAL :			107Dec	0/-	1186,74,342/-	
		Grand Total :			107Dec	0/-	1186,74,342/-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2, L3, L4, L5	12000 Sq Ft.	0/-	81,00,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 12000 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		12000 sq ft	0/-	81,00,000 /-	



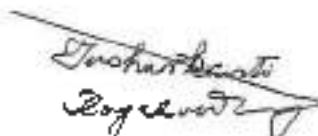
Land Lord Details :




Sl No	Name,Address,Photo,Finger print and Signature
1	Seabird Complex Private Limited 1/1, Hallara Dhankal, City:- , P.O:- Haliara, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700157 , PAN No.:: aaxxxxxx3h,Aadhaar No Not Provided by UIDAI. Status :Organization. Executed by: Representative. Executed by: Representative

Developer Details :




Sl No	Name,Address,Photo,Finger print and Signature
1	Earthwork Nirman Private Limited Jagadanga, City:- , P.O:- Rajarhat Gopalpur, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700138 , PAN No.:: aaxxxxxx5n,Aadhaar No Not Provided by UIDAI. Status :Organization. Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Mr Tushar Kanti Raychowdhury Son of Late Manilal Roy Chowdhury Date of Execution - 20/09/2022, , Admitted by: Self, Date of Admission: 20/09/2022, Place of Admission of Execution: Office	 <small>Sep 26 2022 2:36PM</small>	 <small>LTI 20/09/2022</small>	 <small>20/09/2022</small>
1/1, Hallara Dhankal, City:- , P.O:- Haliara, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700157, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: afxxxxx8q. Aadhaar No: 89xxxxxxx7492 Status : Representative, Representative of : Seabird Complex Private Limited (as Authorised Signatory)				

2	Name	Photo	Finger Print	Signature
	Mr Prabr Roy Chowdhury (Presentant) Son of Late Netai Roy Chowdhury Date of Execution - 20/09/2022, Admitted by: Self, Date of Admission: 20/09/2022, Place of Admission of Execution: Office	 <small>Sep 20 2022 2:50PM</small>	 <small>L1 2009/2022</small>	 <small>20/09/2022</small>
BF 14, Sall Lake, Sector I, City:-, P.O:- CC Block, P.S:-North Bidhannagar, District:-North 24- Parganas, West Bengal, India, PIN:- 700064, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: adxxxxxx1h, Aadhaar No: 32xxxxxxxx7795 Status : Representative, Representative of . Earthwork Nirman Private Limited (as Authorised Signatory)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Samir Kumar Ghosh Son of Sachinadra Nath Ghosh C/O. Mukta Sanki Garden, Block 1, City:-, P.O.- Gopalpur, P.S.-Rajarhat, District:- North 24-Parganas, West Bengal, India, PIN.- 700136	 <small>20/09/2022</small>	 <small>20/09/2022</small>	 <small>20/09/2022</small>
Identifier Of Mr Tushar Kant Raychowdhury, Mr Prabr Roy Chowdhury			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Seabird Complex Private Limited	Earthwork Nirman Private Limited-11 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Seabird Complex Private Limited	Earthwork Nirman Private Limited-19 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Seabird Complex Private Limited	Earthwork Nirman Private Limited-32 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Seabird Complex Private Limited	Earthwork Nirman Private Limited-25 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	Seabird Complex Private Limited	Earthwork Nirman Private Limited-20 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Seabird Complex Private Limited	Earthwork Nirman Private Limited-12000.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Kadampur, JI No: 25, Pin Code : 700136

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1235, LR Khatian No:- 542		Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 1236, LR Khatian No:- 320		Seller is not the recorded Owner as per Applicant.
L3	LR Plot No:- 1237, LR Khatian No:- 542		Seller is not the recorded Owner as per Applicant.
L4	LR Plot No:- 1238, LR Khatian No:- 542		Seller is not the recorded Owner as per Applicant.
L5	LR Plot No:- 1270, LR Khatian No:- 542		Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number : I - 190211163 / 2022

On 20-09-2022

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

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

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

Presented for registration at 14:22 hrs on 20-09-2022, at the Office of the A.R.A. - II KOLKATA by Mr Prabir Roy Chowdhury .

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 12,67,74,342/-

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

Execution is admitted on 20-09-2022 by Mr Tushar Kanti Raychowdhury, Authorised Signatory, Seabird Complex Private Limited, 1/1, Haliara Dhankal, City:- , P.O:- Haliara, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700157

Indetified by Mr Samir Kumar Ghosh, . . Son of Sachinadra Nath Ghosh, C/O, Mukul Santl Garden, Block 1, P.O: Gopalpur, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by profession Others

Execution is admitted on 20-09-2022 by Mr Prabir Roy Chowdhury, Authorised Signatory, Earthwork Nirman Private Limited, Jagardanga, City:- , P.O:-Rajarhat Gopalpur, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700136

Indetified by Mr Samir Kumar Ghosh, . . Son of Sachinadra Nath Ghosh, C/O, Mukul Santl Garden, Block 1, P.O: Gopalpur, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,105.00/- (B = Rs 10,000.00/- ,E = Rs 21.00/- ,I = Rs 35.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 10,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 19/09/2022 11:52AM with Govt. Ref. No: 192022230124194398 on 19-09-2022, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 1207423311833 on 19-09-2022, Head of Account 0030-03-104-001-16
Online on 20/09/2022 2:13PM with Govt. Ref. No: 192022230124882698 on 20-09-2022, Amount Rs: 10,000/-, Bank: SBI EPay (SBlePay), Ref. No. 8479623011239 on 20-09-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 50,00/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 303854, Amount: Rs.50.00/-, Date of Purchase: 15/09/2022, Vendor name: S CHATTERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 19/09/2022 11:52AM with Govt. Ref. No: 192022230124194398 on 19-09-2022, Amount Rs: 75,020/-, Bank: SBI EPay (SBlePay), Ref. No. 1207423311833 on 19-09-2022, Head of Account 0030-02-103-003-02
Online on 20/09/2022 2:13PM with Govt. Ref. No: 192022230124882698 on 20-09-2022, Amount Rs: 1/-, Bank: SBI EPay (SBlePay), Ref. No. 8479623011239 on 20-09-2022, Head of Account 0030-02-103-003-02

Satyajit Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2022, Page from 423347 to 423405

being No 190211163 for the year 2022.



Digitally signed by SATYAJIT BISWAS
Date: 2022.10.12 14:14:43 -07:00
Reason: Digital Signing of Deed.

(Satyajit Biswas) 2022/10/12 02:14:43 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.

(This document is digitally signed.)