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भारतीय गैर न्यायिक



INDIA NON JUDICIAL

পশ্চিমবঙ্গ, पश्चिम बंगाल WEST BENGAL



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certified that the Document is admitted of Registration. The Signature Sheet and the endorsement sheets attached to this instrument are the part this Document

Additional Registrar of Assurances-IV, Kolkata

Additional Registrar of Assurances-IV, Kolkata

23 MAY 2023

THIS AGREEMENT made this 23rd day of MAY Two Thousand and Twenty Three BETWEEN (1) NEW TECH CONCLAVE PRIVATE LIMITED (CIN U70109WB2012PTC173739 and PAN AADCN8965H) a Company within the



[Handwritten signature]



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



192023240062348718

GRN Details

GRN:	192023240062348718	Payment Mode:	SBI Epay
GRN Date:	20/05/2023 13:08:36	Bank/Gateway:	SBlePay Payment Gateway
BRN :	6173868493812	BRN Date:	20/05/2023 13:09:46
Gateway Ref ID:	202314034229503	Method:	State Bank of India New PG CC
GRIPS Payment ID:	200520232006234870	Payment Init. Date:	20/05/2023 13:08:36
Payment Status:	Successful	Payment Ref. No:	2001172332/4/2023 (Query No*/Query Year)

Depositor Details

Depositor's Name:	PURTI NPR DEVELOPERS LLP
Address:	14 N.S ROAD
Mobile:	9830031697
Depositor Status:	Buyer/Claimants
Query No:	2001172332
Applicant's Name:	Mr Dilip Kumar Mahato
Identification No:	2001172332/4/2023
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	20/05/2023
Period To (dd/mm/yyyy):	20/05/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001172332/4/2023	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2001172332/4/2023	Property Registration- Registration Fees	0030-03-104-001-16	28021
			Total	103042

IN WORDS: ONE LAKH THREE THOUSAND FORTY TWO ONLY.



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



200520232006234870

GRIPS Payment Detail

GRIPS Payment ID:	200520232006234870	Payment Init. Date:	20/05/2023 13:08:36
Total Amount:	103042	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	6173868493812	BRN Date:	20/05/2023 13:09:46
Payment Status:	Successful	Payment Init. From:	GRIPS Portal

Depositor Details

Depositor's Name:	PURTI NPR DEVELOPERS LLP
Mobile:	9830031697

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240062348718	Directorate of Registration & Stamp Revenue	103042
Total			103042

IN WORDS: ONE LAKH THREE THOUSAND FORTY TWO ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.

PAID

meaning of the Companies Act, 2013, having its registered office at 14, N. S. Road, 4th floor Kolkata - 700001, Post Office - G.P.O and Police Station Hare Street, represented by its Director Tuhin Banerjee son of Nabin Banerjee of No. 14, N.S Road, Post Office GPO, and Police Station Hare Street (having Aadhaar No. - 3208 1768 4308 and PAN - BENPB1010F) **(2) DEVANSH TOWNSHIP PRIVATE LIMITED (CIN U70102WB2013PTC190352 and PAN AAECD6412C)**, a Company within the meaning of the Companies Act, 2013, having its registered office at 105A, Lake Town Block - B , Kolkata - 700089, Post Office- Lake Town and Police Station- Lake Town, represented by its Director Ankit Agarwal son of Shri Sajjan Agarwal of 49A, Pansari House, Tollygunge Circular Road, New Alipore, Post Office and Police Station New Alipore, Kolkata - 700053, West Bengal, (having Aadhaar No. 2281 1544 8957 and PAN AQEPA0158P), **(3) PURTI BEVERAGES PRIVATE LIMITED (CIN U74999WB2011PTC170882 and PAN AAGCP3714P)** a Company within the meaning of the Companies Act, 2013, having its registered office at 14, N. S. Road, 4th Floor Kolkata - 700001, Post Office G.P.O and Police Station Hare Street, represented by its Director Amit Agarwal son of Shri Kishore Kumar Agarwal of 49A, Pansari House, Tollygunge Circular Road, New Alipore, Post Office and Police Station New Alipore, Kolkata - 700053, West Bengal, (having Aadhaar No. 7243 9654 2242 and PAN AGAPA0320R), **(4) PURTI REALTY PRIVATE LIMITED (CIN U70109WB2009PTC138353 and PAN AAFCP2171H)** a Company within the meaning of the Companies Act, 2013, having its registered office at 14, N. S. Road, 4th floor, Kolkata - 700001, Post Office - G.P.O and Police Station Hare Street, represented by its Director Tuhin Banerjee son of Nabin Banerjee residing at 14, N.S Road, Post Office and Police Station Shibpur (having Aadhaar No. - 3208 1768 4308 and PAN - BENPB1010F) **(5) NORFIOX VINCOM PRIVATE LIMITED (CIN U51900WB1994PTC066660 and PAN AAACN8942R)** a Company within the meaning of the Companies Act, 2013, having its registered office at 14, N. S. Road, 4th Floor Kolkata - 700001, Post Office - G.P.O and Police Station Hare Street, represented by its Director Ankit Agarwal son of Shri Sajjan Agarwal of 49A, Pansari House, Tollygunge Circular Road, New Alipore, Post Office and Police Station New Alipore, Kolkata - 700053, West Bengal, (having Aadhaar No. 2281 1544 8957 and PAN AQEPA0158P), **(6) ACETYLENE TREXIM PRIVATE LIMITED (CIN U67120WB1994PTC062549 and PAN AACCA4045J)** a Company within the meaning of the Companies Act, 2013, having its registered office at 14, N. S. Road, 4th Floor Kolkata - 700001, Post Office - G.P.O and Police Station Hare Street, represented by its Director Kishore Kumar Agarwal son of Late Gokul Chand Agarwal of 49A, Pansari House, Tollygunge Circular Road, New Alipore, Post Office and Police Station New Alipore, Kolkata - 700053, West Bengal, (having Aadhaar No. 7502 5451 0306 and PAN ADKPA4764E) **(7) SREYASH GREEN**

LIMITED (CIN U51909WB2014PLC201086 and PAN AAUCS3954N) a Company within the meaning of the Companies Act, 2013, having its registered office at 14, N. S. Road, 4th Floor Kolkata - 700001, Post Office - G.P.O and Police Station Hare Street, represented by its Director Amit Agarwal son of Shri Kishore Kumar Agarwal of 49A, Pansari House, Tollygunge Circular Road, New Alipore, Post Office and Police Station New Alipore, Kolkata - 700053, West Bengal, (having Aadhaar No. 7243 9654 2242 and PAN AGAPA0320R) **(8) SREYASH BREWSKI LIMITED (CIN U70102WB2013PLC192417 and PAN AADCJ0827G)** a Company within the meaning of the Companies Act, 2013, having its registered office at 14, N. S. Road, 4th Floor Kolkata - 700001, Post Office - G.P.O and Police Station Hare Street, represented by its Director Kishore Kumar Agarwal son of Late Gokul Chand Agarwal of 49A, Pansari House, Tollygunge Circular Road, New Alipore, Post Office and Police Station New Alipore, Kolkata - 700053, West Bengal, (having Aadhaar No. 7502 5451 0306 and PAN ADKPA4764E) **(9) PANSARI DEVELOPERS LIMITED (CIN L72200WB1996PLC079438 and PAN AABCP6809N)** a Company within the meaning of the Companies Act, 2013, having its registered office at 14, N. S. Road, 4th Floor Kolkata - 700001, Post Office - G.P.O and Police Station Hare Street, represented by its Director Ankit Agarwal son of Shri Sajjan Agarwal of 49A, Pansari House, Tollygunge Circular Road, New Alipore, Post Office and Police Station New Alipore, Kolkata - 700053, West Bengal, (having Aadhaar No. 2281 1544 8957 and PAN AQEPA0158P) **(10) CAPETOWN TRADELINK PRIVATE LIMITED (CIN U51909WB2007PTC119786 and PAN AADCC2394R)** a Company within the meaning of the Companies Act, 2013, having its registered office at 14, N. S. Road, 4th Floor Kolkata - 700001, Post Office - G.P.O and Police Station Hare Street, represented by its Director Rajib Pradhan son of Brindaban Pradhan of No. 14, N.S Road, Post Office GPO Police station Hare street (having Aadhaar No- 4139 1981 9439 and PAN-COIPP5916C) **(11) METRO CITY VANIJYA PRIVATE LIMITED (CIN U51109WB2006PTC109460 and PAN AAFCM0723L)** a Company within the meaning of the Companies Act, 2013, having its registered office at 14, N. S. Road, 4th floor Kolkata - 700001, Post Office - G.P.O and Police Station Hare Street, represented by its Director Tuhin Banerjee son of Nabin Banerjee residing at 14, N.S Road, Post Office and Police Station Shibpur (having Aadhaar No. - 3208 1768 4308 and PAN - BENPB1010F) **(12) NISSAN COMMODITIES PRIVATE LIMITED (CIN U31300WB1995PTC075875 and PAN AABCN1617Q)** a Company within the meaning of the Companies Act, 2013, having its registered office at 14, N. S. Road, 4th Floor Kolkata - 700001, Post Office - G.P.O and Police Station Hare Street, represented by its Director Amit Agarwal son of Shri Kishore Kumar Agarwal of 49A, Pansari House, Tollygunge Circular Road, New Alipore, Post Office and Police Station New Alipore, Kolkata -

700053, West Bengal, (having Aadhaar No. 7243 9654 2242 and PAN AGAPA0320R) **(13) PACEMAN SALES PROMOTION PRIVATE LIMITED (CIN U51909WB1995PTC068049 and PAN AABCP5021A)** a Company within the meaning of the Companies Act, 2013, having its registered office at 14, N. S. Road, 4th Floor Kolkata - 700001, Post Office - G.P.O and Police Station Hare Street, represented by its Director Kishore Kumar Agarwal son of Late Gokul Chand Agarwal of 49A, Pansari House, Tollygunge Circular Road, New Alipore, Post Office and Police Station New Alipore, Kolkata - 700053, West Bengal, (having Aadhaar No. 7502 5451 0306 and PAN ADKPA4764E) **(14) PANSARI VEGETABLE & OILS PRIVATE LIMITED (CIN U51143WB1996PTC079109 and PAN AABCP8337R)** a Company within the meaning of the Companies Act, 2013, having its registered office at 14, N. S. Road, 4th Floor Kolkata - 700001, Post Office - G.P.O and Police Station Hare Street, represented by its Director Amit Agarwal son of Shri Kishore Kumar Agarwal of 49A, Pansari House, Tollygunge Circular Road, New Alipore, Post Office and Police Station New Alipore, Kolkata - 700053, West Bengal, (having Aadhaar No. 7243 9654 2242 and PAN AGAPA0320R) **(15) PRIYASHI CONSTRUCTION PRIVATE LIMITED (CIN U45400WB2008PTC121567 and PAN AAECPS332M)** a Company within the meaning of the Companies Act, 2013, having its registered office at 1, Lu Shun Sarani, Todi Mansion, Post Office C.R. Avenue, Police Station Bowbazar, 9th Floor, Kolkata Kolkata WB 700073, represented by its Director Shankar Birjuka son of Ramjiwan Birjuka (alias Ramjiban Birjuka) residing at Gagandeep Apartment, Block-B, Flat- 7D, 493/B/2 G T Road South, Near Bangal Jute Mills, Shibpur, Howrah- 711102 (having Aadhaar No- 4671-0740-5218 and PAN-ACWPB3683Q) **(16) KRISHI REALTY PRIVATE LIMITED (CIN U45400WB2008PTC121588 and PAN AADCK2762K)** a Company within the meaning of the Companies Act, 2013, having its registered office at 1, Lu Shun Sarani, Todi Mansion, Post Office C.R. Avenue, Police Station Bowbazar, 9th Floor, Kolkata Kolkata WB 700073, represented by its Director Shankar Birjuka son of Ramjiwan Birjuka (alias Ramjiban Birjuka) residing at Gagandeep Apartment, Block-B, Flat- 7D, 493/B/2 G T Road South, Near Bangal Jute Mills, Shibpur, Howrah- 711102 (having Aadhaar No- 4671-0740-5218 and PAN-ACWPB3683Q) **(17) NEW AGE ENCLAVE PRIVATE LIMITED (CIN U70109WB2009PTC133826 and PAN AACCN9729N)** a Company within the meaning of the Companies Act, 2013, having its registered office at 1, Lu Shun Sarani, Todi Mansion, Post Office C.R. Avenue, Police Station Bowbazar, 9th Floor, Kolkata Kolkata WB 700073, represented by its Director Shankar Birjuka son of Ramjiwan Birjuka (alias Ramjiban Birjuka) residing at Gagandeep Apartment, Block-B, Flat- 7D, 493/B/2 G T Road South, Near Bangal Jute Mills, Shibpur, Howrah- 711102 (having Aadhaar No- 4671-0740-5218 and PAN-ACWPB3683Q) **(18) MIRAGE GOODS PRIVATE LIMITED (CIN**



U51109WB2005PTC104587 and PAN AAECM4383K) a Company within the meaning of the Companies Act, 2013, having its registered office at 1, Lu Shun Sarani, Todi Mansion, Post Office C.R. Avenue, Police Station Bowbazar, 9th Floor, Kolkata Kolkata WB 700073, represented by its Director Shankar Birjuka son of Ramjiwan Birjuka (alias Ramjiban Birjuka) residing at Gagandeep Appartment, Block-B, Flat- 7D, 493/B/2 G T Road South, Near Bangal Jute Mills, Shibpur, Howrah- 711102 (having Aadhaar No- 4671-0740-5218 and PAN-ACWPB3683Q (19) **RANINAGAR PAPER AND BOARD PRIVATE LIMITED (CIN U74999WB1990PTC049374 and PAN AABCR4317B)** a Company within the meaning of the Companies Act, 2013, having its registered office at 1, Lu Shun Sarani, Todi Mansion, Post Office C.R. Avenue, Police Station Bowbazar, 9th Floor, Kolkata Kolkata WB 700073, represented by its Director Shankar Birjuka son of Ramjiwan Birjuka (also known as Ramjiban Birjuka) residing at Gagandeep Appartment, Block-B, Flat- 7D, 493/B/2 G T Road South, Near Bangal Jute Mills, Shibpur, Howrah- 711102 (having Aadhaar No- 4671-0740-5218 and PAN-ACWPB3683Q (20) **ADYA KUTIR PRIVATE LIMITED (CIN U45400WB2007PTC121148 and PAN AAHCA0922H)** a Company within the meaning of the Companies Act, 2013, having its registered office at 1, Lu Shun Sarani, Todi Mansion, Post Office C.R. Avenue, Police Station Bowbazar, 9th Floor, Kolkata, WB 700073, represented by its Director Shankar Birjuka son of Ramjiwan Birjuka (also known as Ramjiban Birjuka) residing at Gagandeep Appartment, Block-B, Flat- 7D, 493/B/2 G T Road South, Near Bangal Jute Mills, Shibpur, Howrah- 711102 (having Aadhaar No- 4671-0740-5218 and PAN-ACWPB3683Q (21) **RISHI MOTORS RIVATE LIMITED (CIN U34201WB1981PTC033524 and PAN AABCR4648F)** a Company within the meaning of the Companies Act, 2013, having its registered office at 1, Lu Shun Sarani, Todi Mansion, Post Office C.R. Avenue, Police Station Bowbazar, 9th Floor, Kolkata Kolkata WB 700073, represented by its Director Shankar Birjuka son of Ramjiwan Birjuka (also known as Ramjiban Birjuka) residing at Gagandeep Appartment, Block-B, Flat- 7D, 493/B/2 G T Road South, Near Bangal Jute Mills, Shibpur, Howrah- 711102 (having Aadhaar No- 4671-0740-5218 and PAN-ACWPB3683Q (22) **NAVARANG GRIHA NIRMAN PRIVATE LIMITED (CIN U70109WB1993PTC058106 and PAN AABCN6025C)** a Company within the meaning of the Companies Act, 2013, having its registered office at City Centre, 19 Synagogue Street, 2nd Floor, Room: 251, Post Office Khengrapatty, Police Station Burra Bazaar, Kolkata-700001, represented by its Director Pawan Kumar Chandak son of Madan Lal Chandak resident of 3C, Loudon Street, Circus Avenue, Post Office Circus Avenue, Police Station Shakespeare Sarani, Kolkata – 700017, West Bengal, (having Aadhaar No- 7866 6801 5236 and PAN-ABYPC2723K) (23) **PRACHI PROJECTS PRIVATE LIMITED (CIN U45201WB2006PTC108887 and PAN AADCP8907F)** a Company within the meaning of



the Companies Act, 2013, having its registered office at City Centre, 19 Synagogue Street, 2nd Floor, Room: 251, Post Office Khengrapatty, Police Station Hare Street, Kolkata-700001, represented by its Director Prakash Kumar Chandak son of Madan Lal Chandak resident of 3C, Loudon Street, Circus Avenue, Post Office Circus Avenue, Police Station Shakespeare Sarani, Kolkata – 700017, West Bengal, (having Aadhaar No- 4569-5175-2958 and PAN-ACQPC5961J) **(24) BLUE LIGHT VILLA PRIVATE LIMITED (CIN U70102WB2015PTC207831 and PAN AAGCB4260Q)** a Company within the meaning of the Companies Act, 2013, having its registered office at City Centre, 19 Synagogue Street, 2nd Floor, Room: 253, Post Office Khengrapatty, Police Station Burra Bazaar, Kolkata-700001, represented by its Director (Mrs.) Vidya Chandak daughter of Ram Gopal Somani resident of 3C, Loudon Street, Circus Avenue, Post Office Circus Avenue, Police Station Shakespeare Sarani, Kolkata – 700017, West Bengal, (having Aadhaar No- 5051-4736-1552 and PAN-ACKPC0404A) **(25) LILY NIWAS PRIVATE LIMITED (CIN U45208WB2009PTC137660 and PAN AABCL7156N)** a Company within the meaning of the Companies Act, 2013, having its registered office at City Centre, 19 Synagogue Street, 2nd Floor, Room: 253, Post Office Khengrapatty, Police Station Burra Bazaar, Kolkata-700001, represented by its Director (Mrs.) Vidya Chandak daughter of Ram Gopal Somani resident of 3C, Loudon Street, Circus Avenue, Post Office Circus Avenue, Police Station Shakespeare Sarani, Kolkata – 700017, West Bengal, (having Aadhaar No- 5051-4736-1552 and PAN-ACKPC0404A) **(26) SHIVMANI PROMOTERS PRIVATE LIMITED (CIN U70102WB2015PTC208122 and PAN AAWCS3134J)** a Company within the meaning of the Companies Act, 2013, having its registered office at City Centre, 19 Synagogue Street, 2nd Floor, Room: 253, Post Office Khengrapatty, Police Station Burra Bazaar, Kolkata-700001, represented by its Director (Mrs.) Vidya Chandak daughter of Ram Gopal Somani resident of 3C, Loudon Street, Circus Avenue, Post Office Circus Avenue, Police Station Shakespeare Sarani, Kolkata – 700017, West Bengal, (having Aadhaar No- 5051-4736-1552 and PAN-ACKPC0404A) **(27) FEMINA STOCK MANAGEMENT COMPANY LIMITED (CIN U67120WB1995PLC069707 and PAN AAACF3689H)** a Company within the meaning of the Companies Act, 2013, having its registered office at City Centre, 19 Synagogue Street, 2nd Floor, Room: 253, Post Office Khengrapatty, Police Station Burra Bazaar, Kolkata-700001 represented by its Director Pawan Kumar Chandak son of Madan Lal Chandak resident of 3C, Loudon Street, Circus Avenue, Post Office Circus Avenue, Police Station Shakespeare Sarani, Kolkata – 700017, West Bengal, (having Aadhaar No- 7866 6801 5236 and PAN-ABYPC2723K) and **(28) WISE INVESTMENTS PRIVATE LIMITED (CIN U67120WB1992PTC055609 and PAN AAACW3141R)** a Company within the meaning of the Companies Act, 2013, having its registered office at City Centre, 19 Synagogue Street, 5th Floor, Room: 511, Post Office



Khengrapatty, Police Station Burra Bazaar, Kolkata-700001 represented by its Director Prakash Kumar Chandak son of Madan Lal Chandak resident of 3C, Loudon Street, Circus Avenue, Post Office Circus Avenue, Police Station Shakespeare Sarani, Kolkata – 700017, West Bengal, (having Aadhaar No- 4569-5175-2958 and PAN-ACQPC5961J) hereinafter collectively referred to as “the **OWNERS**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors or successors-in-office and/or assigns) of the **ONE PART AND PURTI NPR DEVELOPERS LLP** (having LLPIN AAO-4706 and PAN AACFY4187A) a Limited Liability Partnership within the meaning of the Limited Liability Partnership Act 2008 having its Registered Office at P-15, India Exchange Place Extension, Todi Mansion, Police Station – Bowbazar, Post Office- C.R Avenue, Kolkata-700073 represented by its Partner Mr. Rishi Todi son of Pawan Kumar Todi residing at Todi Niket, 2 Queens Park, VTC Ballygunge, Post Office and Police Station Ballygunge, Kolkata-700019 (having Aadhaar No- 3923 5587 1048 and PAN-ABUPT6543N); hereinafter referred to as “the **DEVELOPER**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or successors-in-interest and/or assigns) of the **OTHER PART**:

SECTION-I # DEFINITIONS & INTERPRETATION:

1. DEFINITIONS:

- 1.1 Unless in this Agreement there be something contrary or repugnant to the subject or context:-
- 1.1.1 “**Appointed Date**” shall mean the 14th March, 2022.
- 1.1.2 “**Agreed Ratio**” shall mean the ratio of sharing or distribution of Realization between the Owners and the Developer which shall be 40% (forty percent) belonging to the Owners and 60% (sixty percent) belonging to the Developer.
- 1.1.3 “**Appropriate Authorities**” shall mean the Central or State Government or any Department thereof and/or its officers and all other State Executives, judicial or quasi-judicial authorities and persons and includes any local authority, Government Company, statutory bodies or authorities, South Dum Dum Municipality, planning authority, Kolkata Metropolitan Development Authority, B.L.&L.R.O., D.L.&L.R.O., District Magistrate, Additional District Magistrate, commissioner, collector, other authorities under the West Bengal Land Reforms Act or Estates Acquisition Act any or other statute, fire brigade, the competent authority under the Urban Land (Ceiling & Regulation) Act, 1976, airport authority, highway authorities, authorities under the Real Estate Laws, police authorities, law



enforcement authorities, pollution control authorities, environment clearance authorities, fire service authorities, insurance companies, taxation authorities, courts, tribunals, judicial and quasi-judicial authorities and forums, service/utility providers for electricity, water, drainage, sewerage, lift, generator, telecom, television, wireless connectivity, digital or any other utilities whatsoever.

- 1.1.4 "**Building Complex**" shall mean the New Buildings at the Subject Property together with the Common Areas and Installations and wherever the context so permits or intends, shall include the land at the Subject Property.
- 1.1.5 "**Building Plans**" shall mean the Building Permit and/or Plans already submitted and to be finally caused to be sanctioned by the Developer from the South Dum Dum Municipality and/or any other appropriate authority for the construction of New Buildings at the Subject Property and shall include all modifications and/or alterations that may be made thereto as well as all extensions and/or renewals thereof.
- 1.1.6 "**Common Areas and Installations**" shall according to the context mean and include the areas, installations and facilities comprised in and for the New Buildings and/or the Subject Property as mentioned in the **SECOND SCHEDULE** hereunder written and expressed or intended by the Developer from time to time for use in common with rights to the Developer to modify and/or alter the same and/or to keep any part or parts of the Common Areas and Installations meant for use by a specified category of Transferees and/or such other persons as the Developer may deem fit and proper.
- 1.1.7 "**Common Purposes**" shall mean and include the purposes of managing, maintaining, administering, upkeep and security of the Building Complex and in particular the Common Areas and Installations; the rendition of common services in common to the Transferees thereof; the collection and disbursement of the common expenses; the regulation of the mutual rights, obligations and liabilities of the Transferees thereof and dealing with all matters which are of common interest to the Transferees thereof.
- 1.1.8 "**Completion of Construction**" in connection with any New Building shall mean that such New Building is constructed and Completion Certificate(s) for it is/are issued by the Architect.
- 1.1.9 "**Developer's Share of Realization**" shall mean 60% (Sixty percent) of the Realizations in respect of all the Transferable Areas.



- 1.1.10 "**Extras and Deposits**" shall mean the amounts mentioned in **FOURTH SCHEDULE** hereto subject to any variations that may be made as per Clause 10.7 hereto.
- 1.1.11 "**Force Majeure**" shall include (a) Acts of God i.e., fire, draught, flood, earthquake, storm, lightning, epidemics, pandemic and other natural disasters; (b) Explosions or accidents, air crashes; (c) General strikes and/or lock-outs, civil disturbances, curfews etc.; (d) Civil commotion, insurgency, war or enemy action or terrorist action; (e) Change in law, Rules and Regulations, injunctions, prohibitions or stay granted by any court of law, arbitrator or the Government; (f) Non-functioning of any existing or new Appropriate Authority due to any reason whatsoever and (g) any other event or circumstance which is beyond the control of the parties.
- 1.1.12 "**Internal Agreed Proportion**" shall mean the proportion of sharing of the Owners' Allocation inter se amongst the Owners as mentioned in the **FIFTH SCHEDULE** hereto;
- 1.1.13 "**New Buildings**" shall mean the one or more buildings and/or other structures that may be constructed by the Developer from time to time at the Subject Property.
- 1.1.14 "**Owners' Share of Realization**" shall mean 40% (forty percent) of the Realizations in respect of all the Transferable Areas to be shared by them in the Internal Agreed Proportion.
- 1.1.15 "**Parking Spaces**" shall mean the spaces for the parking of cars and/or two-wheelers at the Building Complex.
- 1.1.16 "**Pass Through Charges**" shall mean the Goods and Service Tax or any substitutes, additions or alterations thereof.
- 1.1.17 "**Project**" shall mean the development of the Building Complex on the Subject Property and Transfer of the Transferable Areas therein and taking care of the Common Purposes until certain period and all acts, deeds and things connected therewith as morefully contained in this Agreement.
- 1.1.18 "**Phases**" shall mean the several phases in which the development of the Building Complex is carried out in pursuance of this Agreement.
- 1.1.19 "**Realization**" shall mean the amounts that may, from time to time, be received against the Transfer of Units, the Parking Spaces and the other Transferable Areas and/or in relation to such Transfer on any account other than Pass Through Charges and Extras and Deposits.



- 1.1.20 "**Real Estate Laws**" shall mean the Real Estate (Regulation and Development) Act, 2016 as applicable to West Bengal and includes the amendments and substitutes thereof and also all rules, regulations and byelaws in respect thereof.
- 1.1.21 "**Specifications**" shall mean certain requirements as regards the construction, erection, fittings, fixtures, installations etc. of or at the Building Complex as per the particulars mentioned in the **THIRD SCHEDULE** hereunder written.
- 1.1.22 "**Subject Property**" shall mean the landed property situate, lying at and being part of municipal premises No. 145 Jessore Road, Kolkata-700089, and now recorded in municipal holding No. 70 under South Dum Dum Municipality and comprised in several dags in Mouza- Patipukur, J.L. No. 24, District North 24 Parganas, under the jurisdiction of the South Dum Dum Municipality, Post Office – Lake Town, Police Station – Lake Town (formerly Dum Dum), Ward No. 30 in the State of West Bengal morefully described in the **FIRST SCHEDULE** hereunder written.
- 1.1.23 "**Transfer**" with all its grammatical variations shall mean transfer primarily by sale with possibility of leases, grant of perpetual or periodic rights or by any other means adopted by the Developer.
- 1.1.24 "**Transferable Areas**" shall mean the Units, Parking Spaces and/or anything else comprised at the Subject Property which is or can be commercially exploited including by making it part of area of Units or by making it appurtenant to any Unit or otherwise, save and except the allocation meant for any owner of any land at the Subject Property other than the Subject Property.
- 1.1.25 "**Transferees**" shall mean the person(s) who from time to time purchase or agree to purchase or otherwise acquire any Transferable Areas in the Building Complex.
- 1.1.26 "**Units**" shall mean the independent and self-contained residential flats in the New Buildings at the Subject Property capable of being exclusively held, used or occupied by a person and also includes any offices, shops or commercial spaces or portions thereof if so constructed by the Developer as part of any New Building(s).

2. INTERPRETATION:

- 2.1 Reference to any clause shall mean such clause of this Agreement and include any sub-clauses thereof. Reference to any schedule shall mean the Schedule to this Agreement and include any parts of such Schedule.
- 2.2 Headings, clause titles, capitalized expressions and bold expressions are given for the purposes of convenience only.



- 2.3 Words denoting a particular gender shall be deemed to include the other gender.
- 2.4 Words using the singular or plural number shall include the plural or singular number respectively.
- 2.5 The terms "hereof", "herein", "hereby", "hereto" and other derivative or similar words refer to this entire Agreement or specified Clauses of this Agreement as the case may be.
- 2.6 The word "include" shall be construed without limitation.
- 2.7 The Schedules/Annexure and the recitals hereto shall constitute an integral part of this Agreement and any breach of the stipulations contained in the Schedule shall be deemed to constitute a breach of this Agreement.
- 2.8 Where any notice, consent, approval, permission or certificate is required to be given by any party to this Agreement, such notice, consent, approval, permission or certificate must (except where otherwise expressly specified) be in writing.

SECTION-II # RECITALS AND REPRESENTATIONS:

3. **RECITALS/REPRESENTATIONS:**

3.1 **RECITALS:**

- 3.1.1 **WHEREAS** the Owners and the Developer have on a principal to principal basis agreed that the Developer would develop the Subject Property and Transfer the Transferable Areas therein to interested Transferees and the Owners would convey proportionate shares in land in favour of the concerned Transferees upon Completion of Construction and no economic benefit in the form of supply would occur between the Developer and the Owners.

3.2 **REPRESENTATIONS:**

- 3.2.1 The Owners made the following several representations, assurances and warranties to the Developer which have been completely relied upon and believed to be true and correct by the Developer for the purpose of entering upon this Agreement and the transaction envisaged herein:

- (a) That the Owners are presently the full and absolute joint owners of the Subject Property with marketable title and free from encumbrances created or suffered by the Owners and are in khas vacant and peaceful possession thereof. The facts about the Owners deriving title to the Subject Property are stated in the **FIFTH SCHEDULE** hereto.



- (b) That the Subject Property has not been attached under any decree or order of any Court of Law or due to Income Tax realization or under any other Public Demand.
- (c) That there is no impediment, obstruction, restriction or prohibition in the Owners entering upon this Agreement and/or in the development and transfer of the Subject Property.
- (d) That the Owners have not entered upon any agreement or contract with any other person in connection with the Subject Property or any part thereof or its development/sale/transfer nor have the Owners otherwise dealt with the Subject Property or any part thereof prior to execution of this Agreement.
- (e) That the Owners have not mortgaged or charged or provided security interest in respect the Subject Property or any part thereof and there is no notice or proceeding for realization or recovery of the dues of a Bank nor is there any proceeding under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or the Companies Act, 1956/2013 or the Insolvency & Bankruptcy Code, 2016 or before the Debts Recovery Tribunal or before any other Court or Tribunal.
- (f) That subject to the terms hereof, there is no difficulty in compliance of the obligations of the Owners hereunder.

3.2.2 **REPRESENTATIONS OF THE DEVELOPER:** The Developer has represented and assured the Owners, inter alia, as follows:-

- (a) The Developer is carrying on the business of real estate and has the requisite infrastructure, expertise and resources in this field.
- (b) The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.
- (c) Subject to the terms hereof, there is no difficulty in compliance with the obligations of the Developer hereunder.

SECTION-III # WITNESSETH:

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

4. DEVELOPMENT AND CONSTRUCTION:

4.1 In the premises aforesaid:-



- 4.1.1 The Owners have agreed that the Developer shall, with effect from the Appointed Date, have exclusive rights and authority to develop a Building Complex at the Subject Property, to Transfer the Transferable Areas and to administer the Common Purposes (up to a specified time) and the Developer has agreed to accept the same;
- 4.1.2 The Developer has agreed to carry out the planning and implementation of the Project and to invest or cause the investment of the costs and expenses required for the same and to carry out certain other acts, deeds and things pertaining to the Project and to be entitled to the Developer's Share of Realization and other sums as stated herein in consideration thereof;
- 4.1.3 The Owners have agreed to Transfer to the Transferees the proportionate undivided share in the land attributable to Units and other constructed areas upon the Completion of Construction thereof and to carry out certain other acts, deeds and things pertaining to the land at the Subject Property and to be entitled to the Owners' Share of Realization in consideration thereof;
- 4.1.4 The Owners and the Developer have agreed to act on a principal to principal basis in respect of their entire roles, rights and obligations on the terms and conditions hereinafter contained.
- 4.2 With effect from the Appointed Date, the Developer shall have the sole and exclusive rights, authorities and entitlements (a) to develop and construct or cause to be developed and constructed the Building Complex at the Subject Property, (b) to Transfer the Transferable Areas therein, (c) to administer the Building Complex in the manner and until the period as morefully contained herein, (d) to the Developer's Share of Realization, (d) to the entirety of the Extras and Deposits and (e) to all other properties, benefits and rights of the Developer hereunder or to which the Developer is entitled hereunder on and subject to the terms and conditions hereinafter contained and the Owners shall be entitled (a) to the Owners' Share of Realization and (b) to all other properties, benefits and rights of the Owners hereunder or to which the Owners are entitled hereunder on and subject to the terms and conditions hereinafter contained.

5. LAND-RELATED OBLIGATIONS:

- 5.1 In connection with the Subject Property, the Owners shall, at their own costs and expenses, comply with the following obligations:-



- (a) **Title:** The Owners shall deal with, settle or otherwise clear any legitimate question or objection or claim of any person with regards to the title of the Owners to the Subject Property. The Owners agree to answer and comply with any reasonable requisitions on title that may be raised from time to time.
 - (b) **Free from Encumbrances:** The Subject Property and each part thereof is free from encumbrances created made done or suffered by the Owners and the Owners shall hereafter not create any encumbrance on the same.
 - (c) **Mutation & Conversion:** The Owners shall continue to maintain proper mutation of their names in respect of the Subject Property and proper conversion of the same to the nature of use commensurate with the Building Complex and other like purposes in the records of the South Dum Dum Municipality and the B.L. & L.R.O. In case the records of the South Dum Dum Municipality, the B.L. & L.R.O or any other concerned authority require any correction or rectification or change, the Owners shall cause the same.
 - (d) **Direct Access:** The Subject Property has and shall continue to have direct access from the abutting public road namely Jessore Road.
 - (e) **Clearances:** The Owners shall apply for any permissions and/or clearances in respect of the land as may be required in law to be obtained by the Owners.
 - (f) **Taxes:** The Owners shall pay and clear up-to-date Khajana, if outstanding.
- 5.2 **TIME FOR COMPLIANCE OF THE OWNERS' OBLIGATIONS:** The time period for compliance of the several obligations of the Owners shall be **90 (ninety) days** from the date of being required to do so upon a situation for the same arising.
- 5.3 **CO-OPERATION OF THE DEVELOPER:** The Developer agrees to provide necessary co-operation to the Owners in carrying out the obligations of the Owners contained hereinabove.
- 5.4 **TITLE DEEDS:**
- 5.4.1 All original Title Deeds relating exclusively to the Subject Property shall be delivered by the Owners to the Developer at the request of the Developer.
 - 5.4.2 The Developer shall be entitled from time to time and at all times to produce, give copies of and provide extracts of and from the said original Title Deeds before government and semi-governmental bodies and authorities, municipal and land



authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi judicial forums, service providers, buyers/transferees in the Building Complex, financial institutions providing finance to the Developer and buyers/transferees and other persons and authorities as may be required by the Developer.

- 5.4.3 The Developer may produce or deliver the original Title Deeds to Appropriate Authorities or financiers providing loans or advances to the Developer pursuant to the rights and authorities of the Developer hereunder.
- 5.4.4 Upon Completion of Construction of the Building Complex and completion of Transfer of all the Units therein, the original Title Deeds shall be handed over to the Maintenance In-charge/Association of the Building Complex.

6. **SECURITY DEPOSIT:** The Developer shall pay to the Owners, in the Internal Agreed Proportion, a sum of Rs.1,40,00,000/- (Rupees one crore forty lakhs) only as Security Deposit free of interest out of which a sum of Rs. 28,00,000/- (Rupees twenty eight lakhs) only has been paid by the Developer to the Owners at or before the execution hereof and the balance sum of Rs. 1,12,00,000/- (Rupees one crore twelve lakhs) only shall be paid by the Developer within 15 days from the date of execution hereof. The said Security Deposit amount shall be refundable by the Owners to the Developer upon completion of the Building Complex.

7. **PLANNING, SURVEY, SANCTION AND MODIFICATION OF BUILDING PLANS:**

7.1 **PLANNING:** The planning and layout for the development of the Subject Property has been and shall be continued to be done by the Developer. Such planning shall include the design, concept and layout of the Building Complex including the New Buildings as well as the landscaping, plantation, walkways, driveways, etc. at the Subject Property, the nature of buildings (including Green building, if any), the provisions for the implementation of the Club/Activity Centre Facilities with sporting/entertainment/recreation/health centre and the different phases of implementation of the development.

7.2 **DEVELOPMENT IN PHASES:** The Developer shall be free to plan, commence and continue the construction and development of/at the Subject Property or at any part thereof in one or multiple phases. Such phase may comprise of one or more New Building(s) with part of the Common Areas and Installations and part of the land being identified for use in each phase for the purposes of convenience.



- 7.3 **SURVEY AND SOIL TESTING:** The Developer shall, at its own costs and expenses, carry out the necessary survey and soil testing and other preparatory works in respect of the Subject Property.
- 7.4 **MODIFICATIONS:** The Developer shall be entitled from time to time to cause modifications and alterations to the Building Plans already sanctioned in such manner and to such extent as the Developer may deem fit and proper.
8. **CONSTRUCTION OF THE BUILDING COMPLEX:**
- 8.1 **CONSTRUCTION:** The Developer shall construct or cause to be constructed the New Buildings at the Subject Property.
- 8.2 **QUALITY OF CONSTRUCTION:** The Developer shall construct or cause to be constructed the New Buildings in a good and workman-like manner with good quality of materials and the Specifications as mentioned in the **THIRD SCHEDULE** hereto or equivalent substitutes thereof. The Developer shall handle and tackle local issues which may arise. The Developer shall construct and build the New Buildings in accordance with the Building Plans and do all acts, deeds and things that may be required for the said purposes in compliance with the provisions of the relevant acts and rules in force at that time. The construction shall be done by the Developer in compliance with the legal requirements.
- 8.3 **COMPLETION CERTIFICATE/OCCUPANCY CERTIFICATE:** The Developer shall obtain the necessary Completion Certificate/Occupancy Certificate, as the case may be, in respect of the New Buildings from the Architect for the Building Complex. Such Completion Certificate/Occupancy Certificate may be obtained by the Developer phase-wise or building-wise or partially. If such certificates are also issued at the material time by the sanctioning authority, then the Developer shall apply for and obtain the same from time to time from such authority.
- 8.4 **MANAGEMENT AND CONTROL:** The Developer shall have the exclusive and unobstructed right to administer the development of the Building Complex at the Subject Property. The Developer shall be free to set up site office, put up hoardings/boards, bring out brochures and commence the preparatory works for Transfer of the proposed Building Complex at the Developer's cost.
- 8.5 **TEAM:** The Architect for the Building Complex and the entire team of people required for the execution of the Building Complex at the Subject Property shall be such persons as may be selected and appointed by the Developer in its sole



discretion. All persons employed by the Developer for the purpose of construction such as architects, engineers, contractors, labourers, care-takers, security personnel, consultants, etc. shall be persons under the appointment of and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration, etc. or their acts in any manner whatsoever and shall have no responsibility towards the Architect and/or contractors, labourers, caretakers etc. or for the compliance of the provisions of labour laws, payment of wages, payment of P.F., E.S.I. etc., maintenance of records of labourers etc. and all responsibilities in this regard shall be that of the Developer and the Owners shall be kept protected and harmless against any action, if taken against the Owners for non-compliance or violation of the said requirements.

- 8.6 **UTILITIES:** The Developer shall be entitled to use the existing and/or apply for and obtain temporary or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities, inputs and facilities from all the concerned Appropriate Authorities.
- 8.7 **COMMON AREAS AND INSTALLATIONS:** The Developer may modify the Common Areas and Installations in the Subject Property meant jointly or individually for (a) any individual New Building, (b) any phase, (c) any different category of Transferees and/or (d) use of the different areas. The Developer shall provide for the availability of Common Areas and Installations providing for passages, driveways, electricity, drainage and sewerage and water connections and any other area, installation or facility that the Developer may provide at the Subject Property. The Developer shall, as it deems fit and proper, be entitled to: -
- (a) Erect, install and/or operationalize the Common Areas and Installations within the phases and across the phases gradually;
 - (b) Allow or permit only provisional and/or partial use of the Common Areas and Installations or part(s) thereof until the Completion of Construction of the Building Complex or until such earlier time as the Developer may deem fit and proper;
 - (c) Erect and/or operationalize the recreational/amenity area containing sporting/entertainment/health centre, if any and to the extent planned during any one or more phases including the last phase;
 - (d) Change the location, dimension, capacity or any other physical or in-built Specifications of any Common Areas and Installations in phases and from

time to time erect, install or shift any portion into any new phase or other portion of the Subject Property;

- (e) Erect a temporary or permanent boundary between the different phases and continue/remove the same at any time or upon the completion of the later phase;
- (f) Impose restrictions and conditions for the use of the Common Areas and Installations including the Recreational area;
- (g) Charge, demand, receive or realize any Extras or Deposits in connection with any part or portion of Common Areas and Installations;
- (h) Provide for separate entrances for different areas and provide for the segregation of the Common Areas and Installations for different spaces/Transferees.

- 8.8 **CALCULATION OF AREAS:** The carpet area shall be as per the applicable Real Estate laws and shall be provided by the Developer and the built-up and super built-up area in respect of all the Units and other Transferable Areas in the Building Complex shall be such as is determined by the Developer.
- 8.9 **AUTHORITY:** The Owners hereby agree and confirm that the Developer shall have complete authority to carry out the planning and development of the Building Complex at the Subject Property.
- 8.10 **APPROVALS FOR DEVELOPMENT:** The Developer shall in its own name or in the name of the Owners apply for and obtain all permissions, clearances, no objection certificates and/or other approvals required for carrying out the development at the Subject Property, including those required from Pollution Control Authorities, Fire Service Authorities, Police Authorities, South Dum Dum Municipality, Municipal Authorities or other statutory authorities at its own costs and expenses.
- 8.11 **COMPLIANCES:** The Developer shall not violate any Municipal rules or laws or any other statutory rules and laws and shall always abide by and observe all rules and procedures and practices usually followed in constructing buildings. The Owners shall not be responsible for any laches and/or lapses on part of the Developer.
- 8.12 **TIME FOR CONSTRUCTION:** Subject to the Owners not being in default of the compliance of their obligations hereunder and subject to Force Majeure, the Developer shall complete the construction of each phase of the Building Complex



within 60(sixty) months from the grant of registration under the Real Estate Laws for such phase and of all other clearances and certificates by the Appropriate Authorities necessary to commence and carry out the development of the Building Complex. There shall be an extended period of 6 (six) months beyond the time for construction mentioned above.

- 8.13 **COMPLETION OF CONSTRUCTION:** The Developer shall be deemed to have constructed and completed the New Buildings if the Developer has constructed the same internally as per the agreed Specifications and has provided reasonable ingress and egress, obtained temporary or permanent water, electricity and drainage connections (if and to the extent applicable to such constructed area) and obtained the Completion Certificate of the Architect in respect thereof.
- 8.14 The Developer shall be at liberty to carry out the Completion of Construction phase-wise and obtain partial Completion Certificates/Occupancy Certificates.
- 8.15 **ADDITIONAL/FURTHER CONSTRUCTION:** The Developer shall be entitled to apply for the sanction of additional/further constructions (including any incremental parking space) beyond those sanctioned under the Building Plans if so and as is thereafter possible/permissible to be constructed and such additional/further construction shall automatically form part of the Transferable areas.
- 8.16 **COSTS AND EXPENSES:** All costs and expenses for the sanction or modifications of plans (including fees of the Architects and all fees, costs and charges payable for sanction, modification, alteration and/or revision of building plans), the construction and development of the Subject Property and the activities mentioned above shall be borne and paid by the Developer.
- 8.17 **FINANCE AND MORTGAGE:** The Owners hereby agree and permit the Developer to obtain loans and finance for development of the Subject Property from any Banks and/or the Financial Institutions and/or Non-Banking Financial Companies and/or Recognized Foreign Direct Investors and/or REIT by mortgaging and charging the New Buildings and/or other constructions, if any, to be made by the Developer at the Subject Property and the land comprised in the Subject Property without, however, creating any financial obligation upon the Owners and without creating any charge or lien on the share of the Owners in the Realization. The Developer shall indemnify and keep the Owners fully indemnified against any loss damage cost claim action or proceeding suffered by the Owners owing to any delay or default in the repayment of the amounts and dues against any such mortgage by the Developer. The Owners agree from time to time to provide



consents, confirmations, no objections or other documents as may be required for the creation of such mortgage or charge by the Developer and also agree to sign necessary loan and/or other agreements and power(s) of attorney with the bankers or financiers in connection with the above.

9. **TRANSFER:**

- 9.1 **TRANSFERS BY THE DEVELOPER:** The Owners agree that the Developer shall have exclusive rights and authorities to Transfer all Transferable Areas at the Building Complex on the terms and conditions hereinafter contained and to negotiate and settle the price and other terms of transfer with the intending Transferees.
- 9.2 **LAND SHARE SALE:** The Owners agree to sell and transfer their undivided shares in the land attributable to the concerned Unit and/or other Transferable Areas with all and whatever its entire share right title and interest in the concerned Transferable Areas to the respective Transferees in such parts or shares as the Developer may nominate or require.
- 9.3 **PUBLICITY:** The Developer shall be entitled to advertise for Transfer of the Units, Parking Spaces and other saleable spaces/constructed areas in the Building Complex through all media.
- 9.4 **MARKETING AGENTS:** The Developer shall be entitled to appoint brokers, sub-brokers, channel partners, business associates and other agents for the sale and transfer of the Units and Parking Spaces in the Building/s at such remuneration and on such terms and conditions as it may deem fit and proper.
- 9.5 **BOOKINGS:** The Developer shall accept bookings of any Unit, Parking Space or other saleable space/constructed area in the Building Complex in favour of any Transferee and if necessary, shall cancel, revoke or withdraw any such booking.
- 9.6 **REALIZATIONS & OTHER AMOUNTS:** The Developer shall receive the Realizations including earnest money, part payments, consideration, Extras and Deposits and other amounts on any account receivable from the Transferees and other persons in respect of the Transfer of the Transferable Areas at the Building Complex or any part/share thereof in its own name and shall give receipts for the same which shall be fully binding upon all the parties hereto.
- 9.7 **RATES:** The consideration for which the Developer shall open the bookings and/or for which the Units, Parking Spaces and other saleable areas shall be transferred by



the Developer shall be such as may be determined by the Developer from time to time in consultation with the Owners.

- 9.8 **CUSTOMER DOCUMENTATIONS:** The agreements, receipts, confirmations, applications, sale deeds, final deeds of transfer and/or other documents relating to Transfer of the Units, Parking Spaces and other saleable/transferable areas shall be executed by the Developer and the Owners and the Owners do hereby authorize and empower the Developer to sign, execute and/or register the same as the constituted attorney of the Owners fully and in all manner with regards thereto and agree to execute and/or register one or more powers of attorney from time to time in favour of the Developer as may be required or found necessary and such power(s) of attorney shall subsist during the subsistence of this Agreement.
- 9.9 **ADVOCATES:** Unless changed by the Developer, all documents of transfer or otherwise shall be drafted by DSP Law Associates, Advocates of 4D Nicco House, 1B & 2 Hare Street, Kolkata-700001.
- 9.10 **MARKETING COSTS:** All costs of brokerage, commission and other like amounts relating to Transfer as also any interest, damage or compensation payable to any Transferee or other person relating to the Building Complex shall be payable by the Developer alone.
- 10. REALIZATION AND DISTRIBUTION:**
- 10.1 **SHARE IN REALIZATIONS:** The Owners shall be entitled to 40% (forty percent) of the Realizations from the Building Complex in the Internal Agreed Proportion and the Developer shall be entitled to 60% (sixty percent) of the Realizations from the Building Complex.
- 10.2 **PAYMENT TO OWNERS:** The Developer shall pay to the Owners 40% of the Realizations (excluding Extra and Deposits and Pass Through Charges) from the Building Complex after deduction of TDS. The Developer shall endeavour to make payment to the Owners on monthly basis but shall be entitled to prioritize the utilization of the Realizations firstly for requirements in the Project. In case of deficit payment to the Owners for any month, the shortfall may be paid in coming months as per surplus generated. No interest shall be payable by the Developer to the Owners owing to such delay. Save as above, the payment may be made in such manner, as the parties hereto mutually decide.
- 10.3 **ERRORS & OMISSIONS:** All payments made by the Developer to the Owners shall be subject to any errors or omissions and/or the consequent accounting and



settlement when detected. Further, in case due to cancellation of any booking or agreements/contracts or for any other reason any part of the Realization becomes refundable or payable to any Transferee and/or in case any interest or compensation is payable to any Transferee or any other person in connection with the Building Complex or any part thereof, the share of the Owners therein shall be adjustable out of the future payments to be made by the Developer to the Owners and in case no such future payment is due, the same shall be paid by the Owners to the Developer.

- 10.4 **ACCOUNTS:** The Developer shall maintain proper accounts pertaining to the Transfers, Realizations, Extras & Deposits. The parties shall be free to mutually agree to any other mechanism for the disbursement of the Realizations to the parties. The Owners shall have at all times full and free access and liberty to inspect such separate accounts of the Developer. For the purpose of accounting and settlement the parties shall, if so required by the Developer or found to be necessary, make all necessary entries and adjustments in their respective books of accounts in respect of their respective shares of the incomings and outgoings of and from the Building Complex.
- 10.5 **FINAL ACCOUNTS:** After fulfillment of this Agreement or at such time as the parties mutually agree, the final accounts pertaining to the entire period of continuance of this Agreement shall be made and finalized by the parties.
- 10.6 **CONCLUSIVITY OF ACCOUNTS:** The accounts of the Building Complex as on any given date shall be deemed to be final and accepted (save any errors or omissions on the face of the record) if no objection from any party is received in respect thereof within 45 days of such given date.
- 10.7 **EXTRAS & DEPOSITS:** Any Extras and Deposits that may be taken from the Transferees by the Developer shall be utilized separately by the Developer.
- 10.8 **DELIVERY TO TRANSFEREES:** The Developer shall deliver possession of the areas agreed to be transferred to the respective Transferees subject to the concerned Transferee not being in any default of his obligations.
- 10.9 **LOANS BY TRANSFEREES:** The Transferees shall be entitled to take housing loans from banks, institutions and entities granting such loans for the purpose of acquiring specific Units and Transferable Areas. The Owners and the Developer shall render the necessary assistance and sign and deliver such documents, papers, consents etc. as required in this regard by such banks, institutions and entities provided that there shall not be any monetary liability for repayment of such loans or interest upon them or any of them nor shall there be any charge or lien on the



Project/Subject Property except the flat and appurtenances under sale or Transfer and save those occasioned due to cancellation of the agreement with the Transferees and to the extent to be mentioned in the agreement for sale to be entered into with them.

- 10.10 **INSURANCE:** The Developer shall purchase and maintain insurance policies as are customarily and ordinarily available in India on commercially reasonable terms and as are reasonably required to be maintained to insure the Building Complex and all related assets against risks in an adequate amount consistent with facilities similar to the size and type of the Building Complex and/or as may be required by the lenders (if any). The premiums payable on the insurance coverage as indicated above including any costs and expenses incidental to the procurement and enforcement of such insurance cover shall be part of the costs of the Building Complex to be borne and paid by the Developer. The proceeds from all insurance claims, except for life and injury, shall be promptly applied for the repair, renovation, restoration and/or reinstatement of the assets, facilities and services of the Building Complex or any part thereof which may have been damaged or destroyed.
- 10.11 **RECORDS AND INSPECTION:** Each party shall maintain their respective records of Transfer of the Building Complex.

11. COMMON PURPOSES AND MAINTENANCE IN-CHARGE:

- 11.1 **COMMON PURPOSES:** All Transferees shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Developer and adopted for or relating to the Common Purposes in consultation with the Owners.
- 11.2 **MAINTENANCE IN-CHARGE:** The Developer shall form a Maintenance Company and/or Association for the Common Purposes of management and maintenance of the Building Complex and for the collection and disbursement of Common Expenses and till such time as the Association or Maintenance Company is formed and handed over or till such other time as the Developer may desire, the Developer or its nominee shall be in charge of administering the Common Purposes. It is expressly agreed and understood that so long as the Developer or its nominee remains the Maintenance In-charge, the Owners and/or their nominees or Transferees shall not hold the Developer or its nominee liable or responsible for rendering any accounts or providing explanations for any expenses incurred.



12. COVENANTS BY THE OWNER:

12.1 The Owners do hereby covenant with the Developer as follows:-

- (a) The Owners shall sign, execute, submit and deliver all applications, undertakings, declarations, affidavits, plans, letters and other documents and shall do all acts deeds and things as may be required by the Developer in connection with the obtaining of any modification/alteration to the sanctioned Building Plans and for obtaining any approvals required to be obtained by the Developer for commencing or carrying out the development at the Subject Property.
- (b) For all or any of the purposes contained hereinabove and required by the Developer, the Owners shall render all assistance and co-operation to the Developer and shall sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time promptly and without any delay failing which the time periods for construction by the Developer shall stand automatically extended by the periods of delay on part of the Owners.
- (c) With effect from the date of execution hereof, the Owners shall not deal with, transfer, let out or create any encumbrance in respect of the Subject Property or any part thereof or allow any development to be made thereat save only to the extent permitted expressly hereunder.
- (d) The Owners shall not be entitled to assign this Agreement or any part thereof from the date hereof without the prior consent in writing of the Developer. However, any merger or demerger affecting the Owners' companies and the Subject Property as its asset shall be subject to this Agreement and the Power of Attorney to be executed in pursuance hereof and all acts, deeds and things done in pursuance hereof. Any demerged or merging entity holding the Subject Property shall be bound by this Agreement, the Power of Attorney to be executed in pursuance hereof and all acts, deeds and things done in pursuance hereof in the same manner and to the same extent as the Owners would have been bound and the agreement and power/s of attorney shall continue to subsist, remain valid and binding upon the new entity. Such merging or demerging entity shall, at its costs and expenses, be bound to enter upon any further agreement or power of attorney as may be required by the Developer.



- (e) The Owners shall not cause any interference or hindrance in the modification/addition/alteration of Building Plans in terms hereof, the construction and development at the Subject Property by the Developer and/or the Transfer of the Transferable Areas and shall not do any act deed or thing whereby any right of the Developer hereunder may be affected.
- (f) The Owners shall ensure that they shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement and shall keep the Developer and all persons deriving right from the Developer fully saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions or proceeding that may be suffered or incurred by them or any of them in this regard.
- (g) The Owners shall bear and pay all taxes and impositions levied by the State Government, Central Government or any other authority or body or which are applicable under any law for the time being in force on the Owners' Share of Realization.
- (h) The Owners have full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.

13. **COVENANTS BY THE DEVELOPER:** The Developer do hereby covenant with the Owners as follows:-

- (a) The Developer agrees not to do any act, deed or thing whereby any right or obligation of the Owners hereunder may be affected or whereby the Owners are prevented from making or proceeding with the compliance of their obligations hereunder.
- (b) The Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limit without any delays or defaults and shall not do or permit to be done any act or omission contrary to the terms and conditions of this Agreement in any manner.
- (c) The Developer shall not be entitled to assign this Agreement or any part thereof from the date hereof without the prior consent in writing of the Owners, but may enter upon joint ventures, collaborations and/or tie-ups with any person and may also appoint a sub-developer as the Developer deems fit and proper. However, the obligations of the Developer hereunder shall not be affected thereby.



14. **FORCE MAJEURE:** Notwithstanding anything to the contrary contained elsewhere in this Agreement, the parties hereto shall not be considered to be in default of the performance of the obligations or be liable for any obligation hereunder to the extent that the performance of their respective obligations are prevented by the existence of Force Majeure and the time for performance shall remain suspended during the duration of the Force Majeure.
15. **POWERS OF ATTORNEY:**
- 15.1 The Owners shall, with the execution of these presents, execute and/or register one or more Powers of Attorney in favour of the Developer and/or the Developer's nominated persons being namely Mr. Shrey Agarwal, Mr. Rajib Pradhan and Mr. Shubham Jain or such other person as may be nominated from time to time granting all necessary powers and authorities to effectuate and implement this Agreement (including for preparation and sanction of the revised Building Plans, construction and development of the Building Complex and for sale or otherwise transfer of the Transferable Areas and all share right title and interest of the Owners in the Building Complex) and also otherwise under this Agreement and agree that the same shall subsist during the subsistence of this Agreement.
- 15.2 It is understood that to facilitate the Building Complex, various acts deeds matters and things not specified herein may be required to be done by the Developer for which the Developer may need the authority of the Owners for making or signing various applications and other documents relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorization as may be reasonably required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be on a written request made by the Developer.
- 15.3 The said power or powers of attorney to be so granted by the Owners to the Developer and/or its nominee(s) shall form an integral part of this Agreement and the Owners shall not be entitled to modify or alter the same without the prior written consent of the Developer.



16. GENERAL:

- 16.1 **ENTRY:** As a purpose incidental to carrying out the development of the Subject Property in terms hereof, the Owners shall allow the Developer to enter upon and carry out necessary works without either delivery or acceptance of any form of possession by the Owners to the Developer. It is hereby expressly agreed by and between the parties hereto that the possession of the Subject Property shall not be given and is not intended to be given to the Developer under any circumstances whatsoever including in part performance as contemplated under Section 53A of the Transfer of Property Act, 1882 read with Section 2(47)(v) of the Income Tax Act, 1961. It is expressly agreed and declared that the possession, juridical or otherwise, of the Subject Property shall always remain vested in the Owners.
- 16.2 **PROPERTY TAXES AND OUTGOINGS:** Till the date of execution hereof, all taxes and outgoings (including arrears) on account of municipal/property tax, land tax and other outgoings shall be borne and paid by the Owners and those arising for the period hereafter and until the Completion of Construction shall be borne and paid by the Developer, provided that upon construction of any phase of development at the Subject Property, all taxes and outgoings shall be borne, paid and discharged by the Transferees and for non-alienated areas, by the parties hereto in the Agreed Ratio.
- 16.3 **GST AND TDS:**
- (a) The parties shall respectively discharge their statutory compliances in respect of TDS, Income Tax as well as Goods and Service Tax in respect of their rights, benefits and obligations under arising out of or under this Agreement. As regards the Transferable Areas, the Developer shall be solely responsible for the compliances of collection and deposit of the Goods and Service Tax. If there be any statutory requirement which obliges the Owners to register or pay, then the Owners shall comply with same. Any tax on the share of the Owners (as per Agreed Ratio) in the unsold areas on the date of issuance of completion certificate of the authority or otherwise as required as per the laws, shall be borne and paid by the Owners.
- (b) Save those agreed to be complied with by the Developer hereunder, the parties shall respectively discharge statutory compliances in respect of the Goods and Service Tax collections or payments and/or any other statutory compliances relating to this Agreement.



- 16.4 **REAL ESTATE LAWS:** The Developer shall comply with all the necessary requirements under the Real Estate laws and which are required to be complied with by a developer of a building and the Owners shall co-operate and assist the Developer in respect thereof. The Owners shall also comply with all necessary requirements under the Real Estate laws required to be complied with by a landowner.
- 16.5 **OWNERS' NAMED REPRESENTATIVE:** Unless changed by the Owners hereafter in writing, Mr. Mahesh Agarwal shall be the Owners' representative and shall be and is hereby authorized by the respective Owners to deal with the Developer in all matters involving the Project. The acts of the said Owners' representative in all matters referred to herein shall be binding upon the Owners.
- 16.6 **FINAL DECISION IN RESPECT OF MATTERS TO BE CONSULTED:** Except as specifically provided in this Agreement to the contrary, in all those matters agreed to be decided by or carried out by the Developer in consultation with the Owners, if there is any dispute or lack of consensus on any point or issue, the decision of the Developer on such point or issue shall be final and binding on the Owners.
- 16.7 **INDEMNITY BY OWNER:** At all times hereafter, the Owners hereto shall indemnify and agree to keep the Developer saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising out of any representation of the Owners found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature by the Owners in relation to the terms and conditions hereof, whether statutory or contractual or under civil or criminal laws.
- 16.8 **INDEMNITY BY DEVELOPER:** At all times hereafter, the Developer hereto shall indemnify and agree to keep the Owners saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered by or incurred by the Owners and arising out of any representation of the Developer being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature by the Developer in relation to the terms and conditions hereof whether statutory or contractual or under civil or criminal laws.
- 16.9 **NO PARTNERSHIP OR AOP:** The Owners and the Developer 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 neither shall the parties constitute an Association of Persons (AOP).

- 16.10 **NOT A PRESENT TRANSFER:** Nothing in this Agreement is intended to or shall be construed as a transfer of possession of the Subject Property at present in favour of the Developer.
- 16.11 **WAIVERS:** Failure or delay by either party to enforce any of their rights under this Agreement shall neither amount to an implied waiver of such rights nor shall it affect, diminish or prejudice the right of such party to require performance of that provision in any way. A waiver on any occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion.
- 16.12 **EFFECTIVENESS:** This Agreement shall apply with effect from the Appointed Date. The parties shall respectively be entitled to the benefits of all acts done by them prior to the date of execution hereof. The execution of this Agreement shall not invalidate any act, deed or thing done by the parties prior to the date of execution hereof. However, with effect from the Appointed Date, the terms and conditions hereof shall apply only between the parties hereto.
- 16.13 **PART UNENFORCEABILITY:** In case any provision of this Agreement or the application thereof to any circumstance is 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 remainder of this Agreement and the application of such provision to circumstances 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. The Parties agree, in the circumstances referred to above, to use all reasonable endeavors to substitute any invalid or unenforceable provision with 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.
- 16.14 **MODIFICATIONS:** No amendment or modification of this Agreement or any part thereof shall be valid and effective unless it is made by an instrument in writing executed both by the Owners and the Developer.
- 16.15 **EXECUTION IN DUPLICATE:** This Agreement is being executed in Duplicate, one copy each whereof shall be retained by the Owners and the Developer respectively and each such copy shall be deemed to be the original.



- 16.16 **CHANGE IN CONSTITUTION:** It is further expressly clarified that notwithstanding any amalgamation, merger, demerger etc. of any of the parties, this Agreement as well as the Power(s) of Attorney to be executed by the parties in pursuance hereof shall remain valid and effective and shall automatically bind all successors and/or successors-in-office of the parties.
- 16.17 **NAME:** The Building Complex shall be known as "THE VARANDA" or by any other name as may be decided by the Developer.
- 17. DEFAULTS:**
- 17.1 If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out its obligations under this Agreement or to extend its full cooperation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by it from the defaulting party without prejudice to its other rights hereunder.
- 17.2 The parties shall refer all disputes or differences arising between them to the arbitral tribunal as morefully provided hereinafter and accept and abide by the award passed by the arbitral tribunal.
- 18 **NOTICES:** All notices to be served hereunder by any of the parties upon the other shall be deemed to have been served on the 4th day from the date of dispatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered speed post without the same being served. None of the parties shall be entitled to raise any objection as to the service of the notice deemed to have been served as aforesaid.
- 19 **ARBITRATION:** All disputes and differences arising between the parties hereto regarding the construction or interpretation of any of the terms and conditions contained herein or which touch upon these presents and/or the Subject Property or regarding the determination of any liability shall be referred to arbitration and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment thereof for the time being in force. In connection with the said arbitration, the parties have agreed to and declared as follows:



- (a) The arbitral tribunal shall have summary powers and shall be entitled to lay down its own procedure.
- (b) The arbitral tribunal shall be at liberty to give interim orders and/or directions.
- (c) The parties shall abide by all directions and/or awards passed by the arbitral tribunal and shall not challenge the same in any manner whatsoever or howsoever

20. **JURISDICTION:** Only the Calcutta High Court and those courts having territorial jurisdiction over the Subject Property shall have the jurisdiction to entertain, try and determine all actions and proceedings arising between the parties hereto relating to or arising out of or under this Agreement or connected therewith including the arbitration as provided hereinabove.

SECTION-IV # SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

(SUBJECT PROPERTY)

ALL THAT the messuages tenements hereditaments houses rooms structures and premises together with the piece and parcel of land thereunto belonging whereon or on parts whereof the same are erected and built containing an area of 9 (Nine) Bighas 8 (Eight) Chittacks 36 Sq.ft. (approx. 2.98441 Acres or 180.55 Cottahs) more or less all situate, lying at and being part of municipal premises No. 145 Jessore Road, Kolkata-700089, and now recorded in municipal holding No. 70 under South Dum Dum Municipality (formerly 68 and 70 and prior thereto 12/1, Jessore Road, 145; 144, 143, 142, Calcutta Jessore Road), and comprised in Mouza- Patipukur, J.L. No. 24, District North 24 Parganas, under the jurisdiction of the South Dum Dum Municipality, Post Office – Lake Town, Police Station – Lake Town (formerly Dum Dum), Ward No. 30 in the State of West Bengal and bordered **Red** on the Plan annexed hereto and comprised in the following Dags:

R.S. DAG NO.	R.S. KH. NO.	L.R. DAG NO.	L.R. KHATI AN	AREA MUTATED (IN ACRE)	AREA (IN COTTAH)
221	773	326 327	2102	0.2114 <u>0.5235</u> 0.7349	12.79 31.67
224	894	328	2102	0.3839	23.22

225	896	329	2102	0.1511	9.14
302	894	502 503 520 521	2102	.0327 .3584 .1000 .1520 .6431	1.98 21.68 6.05 9.19
303	896	504	2102	0.0584	3.53
304	773	505	2102	0.57751	34.95
305	772, 774	506	2102	0.4355	26.35
	TOTAL				180.55

The Subject Property is butted and bounded as follows

- On the North : Partly by Public Road, Jessore Road and partly by R.S. Dag No. 302;
 On the South: Partly by each of R.S. Dag Nos. 302, 303, 304 and 305;
 On the East: Partly by each of R.S. Dag Nos. 224, 225, 302, 303 and 304; and
 On the West : Partly by each of R.S. Dag Nos. 221, 227, 228, 229 and 234.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described and distinguished. Be it mentioned that the structures on the said Property are containing a total area of 74000 Square feet which are dilapidated more than 55 years and out of the said structures 66000 square feet is pucca structures with cemented flooring and intended for residential use only and 8000 square feet is Tin Shed with cemented flooring and intended for semi-commercial use.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(COMMON AREAS AND INSTALLATIONS)

PART-I

1. Common Areas & Installations at any New Building:
 - 1.1 Concealed electrical wiring and fittings and fixtures for lighting the staircase, the common areas, the lobby and the landings and for operating the installation of lifts at the designated block.



- 1.2 Electrical installations with main switch and meter and space required therefore in the Building.
- 1.3 Bore well/ Tube well (as the case may be) water pump overhead tanks and underground water reservoirs and spaces required thereto with water distribution pipes from such Overhead water tank connecting to the different Units of the Building and Space for Water pump and motor room therefor.
- 1.4 Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.
- 1.5 Common corridors, lobbies, stairs, stairways landings entrances exits and pathways within each New Building.
- 1.6 Windows, doors, grills and other fittings in the common area.
- 1.7 Lifts, Lift wells spaces required therefor.
- 1.8 Common roof.
- 1.9 Such other common parts areas and any covered and open space in or about each New Building as may be provided by the Developer.
- 1.10 Gate Goomty.
- 1.11 Podium and podium garden

PART-II

2. Common Areas & Installations at the Building Complex:
 - 2.1 Driveways, pathway pavements and landscape green at the Subject Property.
 - 2.2 Space for transformer and Electrical installations and the accessories and wirings in respect of the Building Complex and the space required therefore, if installed.
 - 2.3 Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Buildings.
 - 2.4 Water waste and sewerage evacuation pipes and drains from the several buildings to the municipal drains (if any). Space for Sewage Treatment plant.
 - 2.5 Recreational Block with amenities like Community Hall with initial air conditioning, Podium Garden, Swimming Pool, Gymnasium and Games Room with initial air conditioning, infrastructure and equipment and installation as provided by the Developer.
 - 2.6 Space for Generator installations and its allied accessories room.



- 2.7 Boundary walls of the Properties including the outer side of the walls of the Subject Property and main gates.
- 2.8 Such other common parts areas and any covered and open space in or about Subject Property and for the Building Complex as a whole as may be provided by the Developer.

THE THIRD SCHEDULE ABOVE REFERRED TO:

SPECIFICATIONS

PART-A

(SPECIFICATIONS FOR THE UNIT)

I. LIVING/DINING: -

- a. Flooring - Vitrified Tiles/ marble

II. BEDROOMS: -

- a. Flooring - Vitrified Tiles/ marble

III. KITCHEN: -

- a. Flooring – Anti-Skid Ceramic Tiles
- b. Granite top counter with stainless steel sink
- c. Ceramic Tiles upto 2 ft height above the counter
- d. Electrical points for Refrigerator, water purifier, chimney & Exhaust Fan

IV. TOILETS: -

- a. Flooring - Anti-Skid Ceramic Tiles
- b. Designer Ceramic Tiles on walls upto door height
- c. Sanitary ware of good reputed brand (Jaquar or equivalent) as per choice of developer
- d. CP fittings of good reputed brand (Jaquar or equivalent) as per choice of developer
- e. Electrical point for Geyser and Exhaust

V. ELECTRICAL & FITTINGS:

- a. Concealed wiring with copper conductors
- b. Modular switches of reputed brands

VI. SECURITY & FIRE FIGHTING:

- a. Intercom facility in all flats
- b. Fire fighting system as per guideline of WBFES

VII. DOORS & WINDOWS:

- a. Door Frame – wood
- b. Main Door – Flush door
- c. Main Door Fittings – Godrej lock
- d. Internal Door – NA
- e. Windows – Aluminum windows

PART B

(SPECIFICATIONS FOR THE BUILDING COMPLEX)

- A. **BUILDING:** Reinforced Cement Concrete (RCC) frame structure with anti-termite treatment
- B. **WALL FINISH:** Exterior – Paint finish, Interior – Plaster of Paris/putty punning/ gypsum plaster
- C. **LIFT:** Of reputed make
- D. **STAIRS:** Kota stone/Tiles/marble /stone/ Concrete finish
- E. **LOBBIES:** Well-decorated Ground Floor Lobby with marble/granite/vitrified/ stone flooring

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(EXTRAS AND DEPOSITS)

EXTRAS shall include:

- (i) Additions or alterations made in the flat at the instance of the buyers at the choice of Developer
- (ii) Any type of taxes like GST, local taxes and any other statutory levy or tax etc., payable to any government authority or local body (without however affecting the provisions in respect thereof under the operative part of the agreement above).
- (iii) Any EDC/IDC charges payable to any government authority or any local body etc.
- (iv) All costs, charges and expenses on account of bringing electricity lines/connections, HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT &



LT panels and the like) and all the amounts payable to the electricity service provider.

- (v) Security or any other deposit (including minimum deposits or any deposit by any name called) and all amounts or increases thereof payable to the electricity service provider for electricity water and any other connection or service at the Building Complex.
- (vi) All costs, charges and expenses on account of one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like) for the Building Complex.
- (vii) Betterment fees, development charges, and other levies taxes duties and statutory liabilities that may be charged on the Subject Property or the Buildings or the Units or on their Transfer or construction partially or wholly, as the case may be.
- (viii) Cost of formation of Association/service maintenance company/society.
- (ix) VRF/Air Conditioning (at extra cost)
- (x) Electric Vehicle Charging point (at extra cost)

DEPOSITS (which shall be interest-free) shall include deposits on account of maintenance charges, electricity, water, other facilities, common expenses, rates and taxes, sinking fund etc.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(CHAIN OF TITLE)

- A. One East Anglia Plastics (India) Limited (hereinafter referred to as "EAPL") was for the last more than 50 years the owner of **ALL THAT** pieces and parcels of land, hereditaments and premises containing a land area of 180.55 Cottahs more or less situate lying at and being portions of R.S. Dag Nos. 221, 224, 225, 302, 303, 304 and 305, R.S. Khatian Nos. 772, 773, 774, 894 and 896 alongwith buildings and structures thereon all in Mouza- Patipukur, J. L. No. 24, Pargana - Panchannogram, Sub Registration Office- Cossipore – Dum Dum, District North 24 Parganas, under the jurisdiction of the South Dum Dum Municipality, Police Station – Lake Town (formerly Dum Dum), in the State of West Bengal (hereinafter collectively referred to as "the **said Property**").
- B. The name of the said East Anglia Plastics (India) Limited was changed to EAP Industries Limited upon complying with the provisions of the Companies Act, 1956



and thereupon, the Registrar of Companies, West Bengal, duly issued a fresh Certificate of Incorporation in the name of E A P Industries Limited.

- C. The said EAP Industries Limited, had availed of loans and/or credit facilities from Punjab National Bank, State Bank of India, United Bank of India, Industrial Investment Bank of India and Industrial Development Bank of India (hereinafter jointly referred to as "the Lenders") and committed defaults in payment. During the pendency of proceedings for recovery of the loans and/or credit facilities taken by EAPL from the Lenders, one Kalyan Vanijya Private Limited ("the KVPL") became interested in the said Property mortgaged by EAPL in favour of the Lenders. The Lenders jointly agreed to receive and accept certain sums towards full and final satisfaction of their respective claims against the said EAPL and guarantors. With the said and other terms and conditions agreed between them, the Lenders, the said EAPL and the guarantors entered into a full and final settlement on 19th July, 2004 by executing a joint Compromise Petition along with Terms of Settlement. KVPL also joined and executed such Terms of Settlement and became entitled to have transferred and conveyed in its favour, free from all encumbrances, the said Property.
- D. On or about 26th July, 2006, one of the Lenders, namely Punjab National Bank, being a party/signatory to the said joint compromise petition, filed an application being C.O. 2780 of 2006, wherein the KVPL also filed an application being C. A. N. 6575 of 2006 and by a judgment and order dated 27th September, 2006, the Hon'ble High Court at Calcutta was pleased to dispose of the said application, being C.A.N. 6575 of 2006, with inter alia the directions that he said compromise entered into before the DRT be given effect to; and upon the settled amount being appropriated by the Lenders, one D. Basu Roy (who was appointed as Special Officer by order dated 27.08.2004 passed in O.A. 14 of 1994), to convey the said Property being recorded therein as Premises No. 145, Jessore Road, Kolkata, to the KVPL; and the Presiding Officer and/or the Recovery Officer of the Learned DRT to issue the sale certificate in respect thereof:-
- E. On 31st July, 2009, the Recovery Officer of the Learned DRT duly issued in favour of the KVPL herein a sale certificate in respect of the property with an erroneous land area of 13 bighas 1 Chittack 21 sq.ft. more or less.



- F. Upon it being found that in the said compromise petition only 180.55 cottahs more or less together with structures thereon and the sale certificate dated 31st July, 2009 having inadvertently stood issued for a much larger area, KVPL filed an application in the said O.A. No. 14 of 1994 pending before the Learned DRT, registered as M.A. No. 25 of 2020, praying inter alia for issuance of a fresh sale certificate and for a direction upon the Special Officer to execute and register the necessary deed of conveyance in favour of the KVPL in respect of the said Property admeasuring 180.55 cottahs more or less together with all structures standing thereon order dated 28th June, 2022 was passed to the said effect in I.A. No. 1089 of 2022 filed in the same.
- G. A fresh / modified Sale Certificate was thereafter issued by the Recovery Officer of the Ld. Debts Recovery Tribunal – 1, Kolkata, in favour of the KVPL on 12th July, 2022 in respect of the said Property.
- H. By a Deed of Conveyance dated 14th September, 2022, executed by Debabrata Basu Ray, Advocate acting as the learned Special Officer over the property of EAP Industries Limited and on behalf of the said company, therein referred to as the Vendor of the One Part and the KVPL therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances-IV, in Book No. I, Volume No. 1904-2022 Pages 910424 to 910479, Being No 190414813 for the year 2022., the Vendor therein, at and for the consideration therein mentioned sold, conveyed and transferred, unto and to and in favour of KVPL **ALL THAT** the said Property, absolutely and forever.
- I. By a Deed of Conveyance dated 14th September, 2022, executed by KVPL therein referred to as the Vendor of the One Part and the Owners hereto therein referred to as the Purchasers of the Other Part and registered with the Additional Registrar of Assurances-IV, in Book No. I, Volume No. 1904-2022 Pages 910480 to 910547 Being No. 190414818 for the year 2022, KVPL at and for the consideration therein mentioned sold, conveyed and transferred, unto and to and in favour of the Owners hereto **ALL THAT** the said Property, absolutely and forever.
- J. The Owners have caused their names to be mutated in the records of the South Dum Dum Municipality vide current municipal holding No. 70, Street Name: Cal Jessore Road under Ward No. 30. However, the said Property has since long been identified and commonly known as premises No. 145 Jessore Road, Kolkata.



THE SIXTH SCHEDULE ABOVE REFERRED TO:
(INTERNAL AGREED RATIO)

SL NO.	NAME OF OWNERS	% AGE OF EACH OWNERS OUT OF TOTAL 100%
1	NEWTECH CONCLAVE PRIVATE LIMITED	2%
2	DEVANSH TOWNSHIP PRIVATE LIMITED	2%
3	PURTI BEVERAGES PRIVATE LIMITED	2%
4	PURTI REALTY PRIVATE LIMITED	2%
5	NORFIOX VINCOM PRIVATE LIMITED	4%
6	ACETYLENE TREXIM PRIVATE LIMITED	4%
7	SREYASH GREEN LIMITED	2%
8	SREYASH BREWSKI LIMITED	2%
9	PANSARI DEVELOPERS LIMITED	14%
10	CAPETOWN TRADELINK PRIVATE LIMITED	2%
11	METROCITY VANIJYA PRIVATE LIMITED	2%
12	NISSAN COMMODITIES PRIVATE LIMITED	3%
13	PACEMAN SALES PROMOTION PRIVATE LIMITED	7%
14	PANSARI VEGETABLE AND OILS PRIVATE LIMITED	2%
15	PRIYASHI CONSTRUCTION PRIVATE LIMITED	5.00%
16	KRISHI REALTY PRIVATE LIMITED	5.85%
17	NEW AGE ENCLAVE PRIVATE LIMITED	5.00%
18	MIRAGE GOODS PRIVATE LIMITED	1.00%
19	RANINAGAR PAPER & BOARD PRIVATE LIMITED	1.00%
20	ADYA KUTIR PRIVATE LIMITED	3.57%
21	RISHI MOTORS PRIVATE LIMITED	3.58%
22	NAVARANG GRIHA NIRMAN PRIVATE LIMITED	3.57%
23	PRACHI PROJECTS PRIVATE LIMITED	3.57%
24	BLUE LIGHT VILLA PRIVATE	3.57%
25	LILY NIWAS PRIVATE LIMITED	3.57%
26	SHIVMANI PROMOTERS PRIVATE LIMITED	3.57%



27	FEMINA STOCK MANAGEMENT CO LTD	3.57%
28	WISE INVESTMENTS PRIVATE LIMITED	3.58%
		100.00%

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

<p>SIGNED SEALED AND DELIVERED by the withinnamed OWNERS at Kolkata in the presence of:</p> <p><i>Ravindra Bagaria</i> Adv.</p> <p>2 Mare street KOL-01</p> <p><i>Dilip kr. mahata</i> 2 Mare street Kolkata-700001</p>	<p>New Tech Conclave Pvt. Ltd.</p> <p><i>Tuhin Banerjee</i> Director.</p> <p>(Tuhin Banerjee) NEW TECH CONCLAVE PRIVATE LIMITED</p>
<p>PURTI BEVERAGES PVT. LTD.</p> <p><i>Amit Agarwal</i> Director.</p> <p>(Amit Agarwal) PURTI BEVERAGES PRIVATE LIMITED</p>	<p>DEVANSH TOWNSHIP PVT. LTD</p> <p><i>Ankit Agarwal</i> Director.</p> <p>(Ankit Agarwal) DEVANSH TOWNSHIP PRIVATE LIMITED</p>
<p>NORFIOX VINCOM PVT LTD</p> <p><i>Ankit Agarwal</i> Director</p> <p>(Ankit Agarwal) NORFIOX VINCOM PRIVATE LIMITED</p>	<p>ACETYLENE TREXIM PVT LTD</p> <p><i>Kishore Kumar Agarwal</i> Director</p> <p>(Kishore Kumar Agarwal) ACETYLENE TREXIM PRIVATE LIMITED</p>


[Handwritten Signature]

<p>SREYASH GREEN LTD.</p>  Director. (Amit Agarwal) SREYASH GREEN LIMITED	<p>SREYASH BREWSKI LIMITED</p>  Director (Kishore Kumar Agarwal) SREYASH BREWSKI LIMITED
<p>PANSARI DEVELOPERS LIMITED</p>  Director (Ankit Agarwal) PANSARI DEVELOPERS LIMITED	<p>CAPETOWN TRADELINK PVT. LTD.</p>  Director (Rajib Pradhan) CAPETOWN TRADELINK PRIVATE LIMITED
<p>METRO CITY VANIJYA PVT. LTD.</p>  Director (Tuhin Banerjee) METRO CITY VANIJYA PRIVATE LIMITED	<p>NISSAN COMMODITIES PVT. LTD.</p>  Director (Amit Agarwal) NISSAN COMMODITIES PRIVATE LIMITED
<p>Paceman Sales Promotion Pvt. Ltd.</p>  Director (Kishore Kumar Agarwal) PACEMAN SALES PROMOTION PRIVATE LIMITED	<p>Pansari Vegetable & Oils Pvt. Ltd.</p>  Director (Amit Agarwal) PANSARI VEGETABLE & OILS PRIVATE LIMITED
<p>PRIYASHI CONSTRUCTION PVT. LTD</p>  Director (Shankar Birjuka) PRIYASHI CONSTRUCTION PRIVATE LIMITED	<p>KRISHI REALTY PVT. LTD.</p>  Director (Shankar Birjuka) KRISHI REALTY PRIVATE LIMITED



<p>NEWAGE ENCLAVE PVT. LTD.</p>  <p>Director</p> <hr/> <p>(Shankar Birjuka) NEW AGE ENCLAVE PRIVATE LIMITED</p>	<p>MIRAGE GOODS PVT. LTD.</p>  <p>Director</p> <hr/> <p>(Shankar Birjuka) MIRAGE GOODS PRIVATE LIMITED</p>
<p>RANI NAGAR PAPER AND BOARD PVT. LTD.</p>  <p>Director</p> <hr/> <p>(Shankar Birjuka) RANINAGAR PAPER AND BOARD PRIVATE LIMITED</p>	<p>ADYA KUTIR PVT. LTD.</p>  <p>Director</p> <hr/> <p>(Shankar Birjuka) ADYA KUTIR PRIVATE LIMITED</p>
<p>RISHI MOTORS PVT. LTD.</p>  <p>Director</p> <hr/> <p>(Shankar Birjuka) RISHI MOTORS PRIVATE LIMITED</p>	<p>Navarang Griha Nirman Private Limited</p>  <p>Director</p> <hr/> <p>(Pawan Kumar Chandak) NAVARANG GRIHA NIRMAN PRIVATE LIMITED</p>
<p>PRACHI PROJECTS PRIVATE LIMITED</p>  <p>Director</p> <hr/> <p>(Prakash Kumar Chandak) PRACHI PROJECTS PRIVATE LIMITED</p>	<p>BLUE LIGHT VILLA PRIVATE LIMITED</p> <p>vidya chandak</p> <p>Director</p> <hr/> <p>(Vidya Chandak) BLUE LIGHT VILLA PRIVATE LIMITED</p>
<p>LILY NIWAS PRIVATE LIMITED</p> <p>vidya chandak</p> <p>Director</p> <hr/> <p>(Vidya Chandak) LILY NIWAS PRIVATE LIMITED</p>	<p>Shivmani Promoters Private Limited</p> <p>vidya chandak</p> <p>Director</p> <hr/> <p>(Vidya Chandak) SHIVMANI PROMOTERS PRIVATE LIMITED</p>



<p>Femina Stock Management Company Limited</p>  <p>Director</p> <hr/> <p>(Pawan Kumar Chandak) FEMINA STOCK MANAGEMENT COMAPANY LIMITED.</p>	<p>Wise Investments Private Limited</p>  <p>Director</p> <hr/> <p>(Prakash Kumar Chandak) WISE INVESTMENTS PRIVATE LIMITED</p>
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SIGNED SEALED AND DELIVERED
by the withinnamed DEVELOPER at
Kolkata in the presence of:

Roatik Bhasani Adv.

Deep kr. Mahato

PURTI NPR DEVELOPERS LLP

Purvi
DESIGNATED PARTNER

Drafted by me:-
Roatik Bhasani Advocate
C/o DSP Law Associates
4D, Nicco House
1B & 2, Hare Street
Kolkata - 700001
F - 1415/2010.

RECEIPT AND MEMO OF CONSIDERATION

Received from the within named Developer the within mentioned sum of Rs. 2800000/- (Rupees twenty eight lakhs only) towards part payment of the Security Deposit as follows:-

MEMO OF CONSIDERATION

DATE	CHEQUE NO.	BANK	BRANCH	FAVOURING	AMOUNT (Rs.)
11-03-2023	239912	Federal Bank	Rabindra Sarani	New Tech Conclave Private Limited	1,00,000/-
11-03-2023	239913	Federal Bank	Rabindra Sarani	Devansh Township Private Limited	1,00,000/-
11-03-2023	239914	Federal Bank	Rabindra Sarani	Purti Beverages Private Limited	1,00,000/-
11-03-2023	239915	Federal Bank	Rabindra Sarani	Purti Realty Private Limited	1,00,000/-
11-03-2023	239916	Federal Bank	Rabindra Sarani	Norflox Vincom Private Limited	1,00,000/-
11-03-2023	239917	Federal Bank	Rabindra Sarani	Acetylene Trexim Private Limited	1,00,000/-
11-03-2023	239918	Federal Bank	Rabindra Sarani	Sreyash Green Limited	1,00,000/-
11-03-2023	239919	Federal Bank	Rabindra Sarani	Sreyash Brewski Limited	1,00,000/-
11-03-2023	239920	Federal Bank	Rabindra Sarani	Pansari Developers Limited	1,00,000/-
11-03-2023	239921	Federal Bank	Rabindra Sarani	Capetown Tradelink Private Limited	1,00,000/-
11-03-2023	239922	Federal Bank	Rabindra Sarani	Metro City Vanijya Private Limited	1,00,000/-
11-03-2023	239923	Federal Bank	Rabindra Sarani	Nissan Commodities Private Limited	1,00,000/-
11-03-2023	239924	Federal Bank	Rabindra Sarani	Paceman Sales Promotion Private Limited	1,00,000/-
11-03-2023	239925	Federal Bank	Rabindra Sarani	Pansari Vegetable &	1,00,000/-



		Bank	Sarani	Oils Private Limited	
11-03-2023	239926	Federal Bank	Rabindra Sarani	Priyashi Construction Private Limited	1,00,000/-
11-03-2023	239927	Federal Bank	Rabindra Sarani	Krishi Realty Private Limited	1,00,000/-
11-03-2023	239928	Federal Bank	Rabindra Sarani	New Age Enclave Private Limited	1,00,000/-
11-03-2023	239929	Federal Bank	Rabindra Sarani	Mirage Goods Private Limited	1,00,000/-
11-03-2023	239930	Federal Bank	Rabindra Sarani	Raninagar Paper And Board Private Limited	1,00,000/-
11-03-2023	239931	Federal Bank	Rabindra Sarani	Adya Kutir Private Limited	1,00,000/-
11-03-2023	239932	Federal Bank	Rabindra Sarani	Rishi Motors Private Limited	1,00,000/-
11-03-2023	239933	Federal Bank	Rabindra Sarani	Navarang Griha Nirman Private Limited	1,00,000/-
11-03-2023	239934	Federal Bank	Rabindra Sarani	Prachi Projects Private Limited	1,00,000/-
11-03-2023	239935	Federal Bank	Rabindra Sarani	Blue Light Villa Private Limited	1,00,000/-
11-03-2023	239936	Federal Bank	Rabindra Sarani	Lily Niwas Private Limited	1,00,000/-
11-03-2023	239937	Federal Bank	Rabindra Sarani	Shivmani Promoters Private Limited	1,00,000/-
11-03-2023	239938	Federal Bank	Rabindra Sarani	Femina Stock Management Company Limited	1,00,000/-
11-03-2023	239939	Federal Bank	Rabindra Sarani	Wise Investments Private Limited	1,00,000/-
TOTAL					28,00,000/-

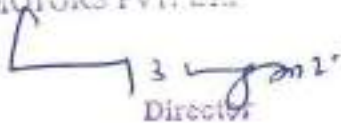

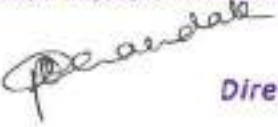
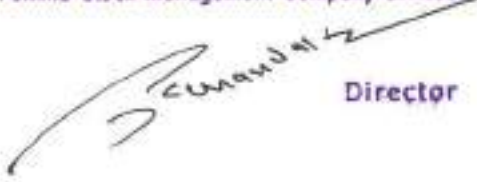
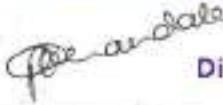
(Rupees Twenty Eight Lakhs only)

WITNESSES:

Pradeep Kumar Adh
Dilip Kumar Mohanta

<p>New Tech Conclave Pvt. Ltd.  Director.</p> <hr/> <p>(Tuhin Banerjee) NEW TECH CONCLAVE PRIVATE LIMITED</p>	<p>DEVANSH TOWNSHIP PVT. LTD.  Director</p> <hr/> <p>(Ankit Agarwal) DEVANSH TOWNSHIP PRIVATE LIMITED</p>
<p>PURTI BEVERAGES PVT. LTD.  Director.</p> <hr/> <p>(Amit Agarwal) PURTI BEVERAGES PRIVATE LIMITED</p>	<p>Purti Realty Pvt Ltd  Director</p> <hr/> <p>(Tuhin Banerjee) PURTI REALTY PRIVATE LIMITED</p>
<p>NORFIOX VINCOM PVT LTD  Director</p> <hr/> <p>(Ankit Agarwal) NORFIOX VINCOM PRIVATE LIMITED</p>	<p>ACETYLENE TREXIM PVT LTD  Director</p> <hr/> <p>(Kishore Kumar Agarwal) ACETYLENE TREXIM PRIVATE LIMITED</p>
<p>SREYASH GREEN LTD.  Director.</p> <hr/> <p>(Amit Agarwal) SREYASH GREEN LIMITED</p>	<p>SREYASH BREWSKI LIMITED  Director</p> <hr/> <p>(Kishore Kumar Agarwal) SREYASH BREWSKI LIMITED</p>
<p>PANSARI DEVELOPERS LIMITED  Director</p> <hr/> <p>(Ankit Agarwal) PANSARI DEVELOPERS LIMITED</p>	<p>CAPETOWN TRADELINK PVT. LTD  Director</p> <hr/> <p>(Rajib Pradhan) CAPETOWN TRADELINK PRIVATE LIMITED</p>

<p>METRO CITY VANIJYA PVT. LTD.</p>  <p>Director</p> <hr/> <p>(Tuhin Banerjee) METRO CITY VANIJYA PRIVATE LIMITED</p>	<p>NISSAN COMMODITIES PVT. LTD</p>  <p>Director</p> <hr/> <p>(Amit Agarwal) NISSAN COMMODITIES PRIVATE LIMITED</p>
<p>Paceman Sales Promotion Pvt. Ltd.</p>  <p>Director</p> <hr/> <p>(Kishore Kumar Agarwal) PACEMAN SALES PROMOTION PRIVATE LIMITED</p>	<p>Pansari Vegetable & Oils Pvt. Ltd.</p>  <p>Director</p> <hr/> <p>(Amit Agarwal) PANSARI VEGETABLE & OILS PRIVATE LIMITED</p>
<p>PRIVASHI CONSTRUCTION PVT. LTD</p>  <p>Director</p> <hr/> <p>(Shankar Birjuka) PRIYASHI CONSTRUCTION PRIVATE LIMITED</p>	<p>KRISHI REALTY PVT. LTD.</p>  <p>Director</p> <hr/> <p>(Shankar Birjuka) KRISHI REALTY PRIVATE LIMITED</p>
<p>NEWAGE ENCLAVE PVT. LTD.</p>  <p>Director</p> <hr/> <p>(Shankar Birjuka) NEW AGE ENCLAVE PRIVATE LIMITED</p>	<p>MIRAGE GOODS PVT. LTD.</p>  <p>Director</p> <hr/> <p>(Shankar Birjuka) MIRAGE GOODS PRIVATE LIMITED</p>
<p>RANI NAGAR PAPER AND BOARD PVT. LTD.</p>  <p>Director</p> <hr/> <p>(Shankar Birjuka) RANINAGAR PAPER AND BOARD PRIVATE LIMITED</p>	<p>ADYA KUTIR PVT. LTD.</p>  <p>Director</p> <hr/> <p>(Shankar Birjuka) ADYA KUTIR PRIVATE LIMITED</p>

<p>RISHI MOTORS PVT. LTD.</p>  <p>Director</p> <hr/> <p>(Shankar Birjuka) RISHI MOTORS PRIVATE LIMITED</p>	<p>Navarang Griha Nirman Private Limited</p>  <p>Director</p> <hr/> <p>(Pawan Kumar Chandak) NAVARANG GRIHA NIRMAN PRIVATE LIMITED</p>
<p>PRACHI PROJECTS PRIVATE LIMITED</p>  <p>Director</p> <hr/> <p>(Prakash Kumar Chandak) PRACHI PROJECTS PRIVATE LIMITED</p>	<p>BLUE LIGHT VILLA PRIVATE LIMITED</p> <p>Widya Chandak</p> <p>Director</p> <hr/> <p>(Vidya Chandak) BLUE LIGHT VILLA PRIVATE LIMITED</p>
<p>LILY NIWAS PRIVATE LIMITED</p> <p>Widya Chandak</p> <p>Director</p> <hr/> <p>(Vidya Chandak) LILY NIWAS PRIVATE LIMITED</p>	<p>Shivmani Promoters Private Limited</p> <p>Widya Chandak</p> <p>Director</p> <hr/> <p>(Vidya Chandak) SHIVMANI PROMOTERS PRIVATE LIMITED</p>
<p>Femina Stock Management Company Limited</p>  <p>Director</p> <hr/> <p>(Pawan Kumar Chandak) FEMINA STOCK MANAGEMENT COMPANY LIMITED.</p>	<p>Wise Investments Private Limited</p>  <p>Director</p> <hr/> <p>(Prakash Kumar Chandak) WISE INVESTMENTS PRIVATE LIMITED</p>