

SL. No. 29156 DATE.....
NAME.....
ADD.....
1002

20 JAN 2021

BABI DAS (Advocate)
Alipore Police Court
Koi-27

Handwritten signature



T.D-2856

PS ORULUP REALTY PVT. LTD.

Handwritten signature

Director/Authorised Signatory

Mousumi Ghosh
MOUSUMI GHOSH
LICENSED STAMP VENDOR
KOLKATA REGISTRATION OFFICE



T.G-2857

For Team Infrastructure & Holdings Limited

Handwritten signature

CFO

KISHOR KOMAR RAJGARIA



DISTRICT SUB REGISTRAR IN
SOUTH 24 PGS., ALIPORE
22 APR 2021



ID-2858

Handwritten signature
Alipore police court
Koi-27

(1) **TEXMACO INFRASTRUCTURE & HOLDINGS LIMITED** (formerly TEXMACO LIMITED) (CIN : L70101WB1939PLC009800) (PAN : AABCT0814B) a company within the meaning of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at Belgharia, Post Office and Police Station Belgharia, Kolkata - 700056 and represented by its Chief Financial Officer K. K. Rajgaria (PAN ADHPR7377P) son of Late M. P. Rajgaria residing at T-113A, Tegharia Main Road, Kolkata - 700157 P.S.Baguiati P.O.Hatiara in pursuance of a Resolution of the Board of Directors dated 19.10.2020 hereinafter referred to as the "**OWNER**" (which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its successor and/or successors in office and/or interest and/or assigns) of the **ONE PART**

AND

(2) **PS GROUP REALTY PRIVATE LIMITED** (CIN:U65922WB1988PTC044915) (PAN : -AABCP5390E) a company within the meaning of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at 1002 EM Bypass, P.S. Pragati Maidan, P.O.- Dhapa, Kolkata - 700105 and represented by its Director SHRI SURENDRA KUMAR DUGAR (PAN ACUPD1317K) son of Late J.M.Dugar residing at 2B, Dover Road, P.O. Ballygunge, P.S. Ballygunge, Kolkata - 700019 in pursuance of a resolution of the Board of Directors dated 16th October 2020, hereinafter referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its successor and/or successors in office and/or interest) of the **OTHER PART**.

(the Owner and the Developer are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**")

WHEREAS :

- A. By an Indenture dated 28th May 2011 registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. I CD Volume No.11 Pages 2829 to 2848 Being No. 04573 for the year 2011 and made



DISTRICT SUP REGISTAR IN
SOUTH 2 PGS. ALMORHA
22 APR 2021

between (1) Nirmal Kumar Dutta (2) Naba Kumar Dutta (3) Shyamal Kumar Dutta (4) Probir Kumar Dutta and (5) Pronob Kumar Dutta therein collectively referred to as the Vendors of the One Part and the Owner herein therein referred to as the Purchaser of the Other Part, the said Vendors sold transferred conveyed assured and assigned unto and in favour of the Owner ALL THAT the Municipal Premises No.17 Radhanath Chowdhury Road (formerly Tangra Road) Kolkata 700 015 containing by estimation an area of 3 bighas 14 cottahs 09 chittacks and 40 sq.ft. be the same a little more or less together with the structures standing thereon (more fully and particularly mentioned and described in **PART-I of the First Schedule hereunder written** and hereinafter referred to as "**Plot-A**") for the consideration recorded in the said Indenture.

- B. By a Deed of Conveyance dated 9th February 2012 registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. I CD Volume No.3 Pages 2743 to 2759 Being No.01094 for the year 2012 and made between Lopamudra Datta therein referred to as the Vendor of the One Part and the Owner herein therein referred to as the Purchaser of the Other Part the said Vendor sold transferred conveyed assured and assigned unto and in favour of the Owner ALL THAT the Municipal Premises No. 20/2, Radhanath Chowdhury Road (formerly Tangra Road) Kolkata -700015 containing by estimation an area of 3 bighas, 2 cottahs, 12 chittacks and 8 sq.ft. be the same a little more or less together with the various structures standing thereon (more fully and particularly mentioned and described in **PART-II** of the First Schedule hereunder written and hereinafter referred to as "**Plot-B**") for the consideration recorded in the said Indenture

- C. The said Plot-A and the said Plot-B are contiguous to each other as such the Owner herein applied for amalgamation of the same before the appropriate authority of the Kolkata Municipal Corporation and on or about 21/11/2016, the said Plot - A and Plot - B were amalgamated in the records of the Kolkata Municipal Corporation and such amalgamated



DISTRICT SUB REGISTRAR 41
SOUTH 24 PARGANAS, ALIPORE
22 APR 2021

premises have been renumbered as Municipal Premises No.17, Radhanath Chowdhury Road, Kolkata - 700015.

- D. In the events aforesaid, the Owner became the owner of All That piece and parcel of land containing by admeasurement a total area of 6 Bighas, 17 Cottahs, 6 Chittacks and 3 Sq.ft. be the same a little more or less together with structures, messuages and tenements standing thereon being premises No.17, Radhanath Chowdhury Road, Kolkata - 700015 and more fully and particularly mentioned and described in **PART-III of the First Schedule** hereunder written and hereinafter referred to as the "**Said Property**" free from all encumbrances charges, liens, lispensens, attachments, acquisitions, requisitions whatsoever or howsoever.
- E. By an Indenture of Lease dated 2nd January 2013 registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. 1 CD Volume No.1 Pages 589 to 618 Being No.00028 for the year 2013 and made between Pillabai Saphui and Mirabai Naskar therein jointly referred to as the Lessors of the One Part and Macfarlane & Co Limited, therein referred to as the Lessee of the Other Part the Lessors thereto granted and demised by way of Lease unto and in favour of Macfarlane & Co Limited ALL THAT piece and parcel of land containing an area of 4 bighas, 6 cottahs, 14 chittacks and 31 sq.ft. be the same a little more or less together with the structures standing thereon (measuring about 3229 sq ft. pucca in nature and tin shed 31710 sqft) situate lying at and being Municipal Premises No.18, Radhanath Chowdhury Road (formerly Tangra Road), Kolkata -700015 (in short "**demised property**") for a term of 99 years with effect from 1st day of February, 2010 and expiring on 31st day of January, 2109 with an option on the part of the Macfarlane & Co Limited for renewal thereof for a further period of 99 years at the rent and subject to the terms and conditions contained and recorded in the said Indenture of Lease.
- F. In terms of Clause V (h) of the Indenture of Lease dated 2nd January 2013, the lessee therein i.e., Macfarlane & Co Limited is entitled to sub-



DISTRICT SUB-REGISTRAR
SOUTH 24 P.S., ALIPORE
22 APR 2021

let, transfer, assign, sub-lease or sub-demise the demised property and/or otherwise transfer and/or part with possession and/or alienate the demised property or any portion thereof on such terms and conditions as the lessee therein may deem fit subject to the terms and conditions contained and recorded in the said Indenture of Lease.

- G. By a Deed of Assignment/Sub Lease dated 18th February 2021 registered in the office of ARA-IV, Kolkata vide Deed No. 01039 for the year 2021, made between Macfarlane & Co Limited therein referred to as the Assignor/Sub Lessor of the First Part, the Owner herein therein referred to as the Assignee/Sub Lessee of the Second Part and the Assignor therein has, granted an Assignment/Lease of the divided and demarcated portion of Municipal Premises No.18, Radhanath Chowdhury Road, Kolkata - 700015 being ALL THAT piece and parcel of land containing by estimation an area of 13.34 Cottahs (more or less) situate lying at and being Municipal Premises No.18, Radhanath Chowdhury Road, Kolkata - 700015, hereinafter referred to as the "**PRIVATE PASSAGE AREA**" as more fully described in **Second Schedule** hereunder written, unto and in favour of the Owner herein for a term of 29 years commencing from 18th day of February 2021 and expiring on 17th day of February 2050 at the rent and on the terms and conditions contained therein.
- H. One of the principal terms of this Agreement is that the aforementioned Deed of Assignment/Sub Lease dated 18th February 2021 shall be further extended and registered for the balance unexpired period of the Indenture of Lease dated 2nd January 2013 with the right of renewal, by the Owner, within 30 days of sanction of plan in respect of the said Property.
- I. The Said Property is accessible through a common passage and access to the municipal road is mainly possible through the Private Passage Area. Accordingly, the Owner and the Developer have jointly agreed to the development of the Said Property together with the exclusive right of the Private Passage Area and pursuant to such understanding the Owner



DISTRICT SUB REGISTRAR III
SOUTH 24 PGS. ALIPORE
2 APR 2021

provided inspection of the said Property and the Private Passage Area and furnished the documents connected therewith to the Developer.

- J. The Owner having decided to appoint the Developer for developing and/or promoting the Said Property by way of construction of new residential buildings consisting of flats/apartments capable of being occupied independently (together with the exclusive right of the Private Passage Area being made available to the intending transferees and/or purchasers of the Units (Transferees)) hereinafter collectively referred to as the "**said Housing Complex**" it has been agreed between the Owner and the Developer herein that the Owner herein shall grant a lease for unexpired period of the said Deed of Assignment/ Sub Lease dated or any further lease as mentioned in Recital H in respect of the Private Passage Area in favour of the Transferees in the Housing Complex to be developed at the said Property.
- K. The Owner does not have expertise to develop or promote the Said Property by way of construction of the said Housing Complex and as such the Owner herein approached the Developer with proposal to develop the Said Property.
- L. The Developer has expertise and resources and has accepted the proposal of the Owner in respect of the development of the Said Property by way of erection and construction of the said Housing Complex in terms of plan or plans to be sanctioned by the Municipal authorities (including the Kolkata Municipal Corporation) and include all modifications and/or alterations as may be made thereto.
- M. In view of what is stated hereinabove the Owner and the Developer have mutually agreed about the manner and the terms and conditions in respect of the development of the Said Property by way of erection and construction of the said Housing Complex and hereby record the same as stated hereunder.



DISTRICT SUB REGISTRAR-01
SOUTH 2, PGS, ALIPORE
22 APR 2021

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the Parties hereto as follows:-

I. OWNER'S REPRESENTATIONS: The Owner hereby unconditionally and irrevocably represents and warrants to the Developer:

1. That it is in the background recited above, the Owner is, absolutely seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute Owner to All that the said Property being Municipal Premises No.17, Radhanath Chowdhury Road, Kolkata - 700015 i.e., the Said Property comprising of Plot-A and Plot-B containing an area of 6(six) Bighas 17(Seventeen) Cottahs 6(six) Chittacks and 3(three) sq.ft more or less more fully described in Part III of the First Schedule hereunder written.
2. That the Deed of Lease dated 2nd January 2013 executed in favour of the Macfarlane & Co Ltd in respect of the Municipal Premises No. 18 Radhanath Chowdhury Road, Kolkata 700015 is valid and subsisting and the Macfarlane & Co Ltd has not committed any breach of any of the terms and conditions contained and recorded therein.
3. That the said Deed of Assignment/Sub Lease dated 18th February 2021 in respect of the Private Passage Area carved out of Municipal Premises No. 18 Radhanath Chowdhury Road, Kolkata 700015 is valid and subsisting and the Owner has not committed any breach of any of the terms and conditions contained and recorded therein.
4. That under the Deed of Assignment/Sub Lease and further extension as mentioned in Recital H, the Owner shall grant a sub-lease in favour of the Transferees for the balance unexpired period of the Indenture of Lease dated 2nd January 2013 i.e., till 31st day of January, 2109.



DISTRICT SUB REGISTRAR
SOUTH BANGALORE, MYSORE
22 APR 2021

5. That the Owner has full right and authority to enter into this Agreement in respect of the development of the Said Property together with the Private Passage Area and it shall, in accordance with the terms of this agreement, join as a necessary party in all Deeds and Documents to be executed and registered by the Owner and the Developer in respect of the Units in the said Housing Complex to be transferred in favour of the intending Transferees in the said Housing Complex.
6. That Macfarlane & Co Ltd had full right and authority to enter into the Deed of Assignment/Sub Lease dated 18th February 2021 in respect of the grant of lease of the Private Passage Area and to join as a necessary party in all Deeds and Documents to be executed and registered by the Owner and the Developer in respect of the Units in the said Housing Complex to be transferred in favour of the intending Transferees in the said Housing Complex.
7. That no part or portion of the Said Property and the Private Passage Area is subject to any notice of acquisition and/or requisition and/or road widening.
8. That there is no attachment under the Income Tax Act or under any of the provisions of the Public Debt Recovery Act in respect of the Said Property and the Private Passage Area or any part thereof nor any proceedings in respect thereof is pending nor any notice in respect of any such proceedings have been received by or served on the Owner.
9. That the Owner is not carrying on any manufacturing activities on and from the Said Property or the Private Passage Area.
10. That there is no insolvency, bankruptcy, winding-up, dissolution or liquidation proceeding pending against the Owner.



DISTRICT REGISTRAR III
SOUTH 24 PARGANAS ALIPORE
22 APR 2021

11. That the representations assurances warranties and covenants, if any contained in the title deeds by which the Owner acquired the Said Property and the Private Passage Area holds true and the Owner has not done any act deed or thing which could in any manner encumber or affect their title or interest in the Said Property and the Private Passage Area.
12. That there is no subsisting agreement for transfer by way of sale, lease or otherwise affecting the Said Property or the Private Passage Area (save and except the Indenture of Lease dated 2nd January 2013 and the Deed of Assignment/Sub Lease dated 18th February 2021) or any part thereof or any undivided share therein.
13. That, there is no restraining order or legal bar or restriction or impediment or any other difficulty in the Owner selling leasing conveying or transferring the Said Property and/or the Private Passage Area and/ or in entering into this Agreement with the Developer.
14. That each of the representations of the Owner contained herein are true and correct and relying upon the same, the Developer has agreed to develop the Said Property and the Private Passage Area on the terms and conditions as stated herein.

II. DEVELOPER'S REPRESENTATIONS:

1. The Developer has sufficient knowledge and expertise in the matter of development of immovable property and construction of new residential/ commercial buildings/housing complexes.
2. The Developer has sufficient resources of arranging finance and infrastructure as may be required for carrying out the development of the Said Property and/or the construction of the said Housing Complex.



DISTRICT S&R REGISTRAR-III
SOUTH 24 PARGANAS, ALMONDI
22 APR 2021

3. The Developer shall carry out and complete the said development work on the Said Property as per the sanctioned plan or plans to be sanctioned by the concerned authorities of the Kolkata Municipal Corporation which shall include any amendments and/or modifications thereto made in accordance with the relevant terms and conditions in connection therewith (Plans) and entire construction work shall be of a good quality of materials and workmanship and shall be as per the Specifications mentioned in the Third Schedule hereunder written and subject to the approval of the Architect of the Housing Complex.
4. It is agreed and recorded that the Developer on behalf of the Owner shall obtain all requisite sanctions of the plan consents, permissions, approvals, licences, permits as may be required from time to time including obtaining the N.O.C. from the appropriate authorities under the Urban Land (Ceiling & Regulation) Act, 1976 for development of the said property.
5. The Developer has considerable experience, skill, expertise, finance and a reputed team of professionals at its command for the purpose of carrying out construction transfer and management of the said Housing Complex.
6. That there is no insolvency, bankruptcy, winding-up, dissolution or liquidation proceeding pending against the Developer.
7. The Developer is fully satisfied in respect of the title of the said property as well as lease in favour of the Owner.
8. The Developer shall pay to the Owner Security deposit as enumerated hereunder.
9. The Developer agrees to the scheme of transfer of leasehold right in favour of the intending Purchasers of the flats/units of the said Housing Complex.



DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
22 APR 2021

10. The Developer shall apply and get registration of the said Housing Complex as Real Estate Project under the provisions of the West Bengal Housing Industry Regulation Act, 2017 without any obligation or liability upon the Owner save and except as recorded in this Agreement.
11. The Developer agrees that the Owner shall transfer by sale, lease, sub-lease and/or assignment, as the case may be, the undivided proportionate impartible share in the Said Property and/or the Private Passage Area unto and in favour of the intending transferees of the Units ("**Transferees**") and/or the Association/Organisation as per the applicable laws subject to compliance of the terms and conditions of this Agreement.
12. It is agreed and recorded that relying upon the said representations to be true and correct the Owner has agreed to development of the Said Property and the Private Passage Area (for common use), by the Developer on the terms and conditions as stated herein.
13. That, the developer has ascertained and confirmed that there is no restraining order or legal bar or restriction or impediment or any other difficulty in the Owner selling leasing conveying or transferring the Said Property and/or the Private Passage Area and/or in entering into this Agreement with the Developer.

III. TITLE DOCUMENTS

1. The Developer has carried out due diligence and is satisfied with the title of the Owner in respect of the Said Property and the leasehold interest of the Owner in respect of the Private Passage Area prior to the date of signing of this Agreement. Except as contained herein the Owner shall not during the subsistence of this agreement do any act whereby the title and interest of the Owner to the Said Property and its leasehold interest in the Private Passage Area is prejudicially affected during the currency of this Agreement. If any



সবোর্ড প্রকৌশল
সুপারভাইজার
22 APR 2021

past encumbrance or liability is found in respect of the Said Property and/or the Private Passage Area, the Owner shall clear the same at their own costs.

2. The Owner undertakes to answer any questions and/or requisition in respect of any new facts in respect of the title of the Said Property and/or the Private Passage Area.
3. It is agreed and recorded that the Owner shall give inspection of original title deeds of the said Property and shall cause Macfarlane & Co Ltd to give inspection of the original title deeds of the Private Passage Areas and when required by the Developer.

(The documents referred herein above are hereinafter collectively referred to as the "**Title Deeds**")

4. The Owner has agreed that the Title Deeds of the Said Property and/or the Private Passage Area shall remain in custody of the Owner (in trust and for the purpose of giving effect to this Agreement) and the Owner shall keep the same safe un-obliterated and uncanceled and shall produce the same before the Developer or its agents and/or any person or authority authorised by the Developer and also permit to be examined, inspected and given in evidence and also furnish true or attested or otherwise copies of or extracts or abstracts from the same as may be reasonably required by the Developer. Upon Completion of the said Housing Complex the Owner shall make over the Title Deeds to the Holding Organisation and/or Association as the case may be.

IV. COMMENCEMENT

It is agreed and recorded that this Agreement shall commence upon execution of these presents and shall, subject to Clause XXIV herein, continue in force till the fulfilment of all the terms and conditions by the Owner and the Developer as envisaged herein.



Office of the Dist. Sub-Registrar
Alipore
District West Bengal
22 APR 2021

V. APPOINTMENT

1. The Owner, hereby appoints the Developer as developer and irrevocably permit and grant exclusive right to the Developer for carrying out the development at the Said Property and the Private Passage Area as per the sanctioned plans for mutual benefit and for the consideration and subject to the terms and conditions recorded herein.
2. The Developer hereby accepts its appointment by the Owner as the Developer in respect of the Said Property and the Private Passage Area and further agrees to carry out the development of the said Housing Complex in the manner and on the terms as envisaged herein.
3. The Owner hereby agrees and undertakes that upon sanction of plans and payment of the balance Security Deposit (defined below) by the Developer to the Owner, the Developer (and its advisors, consultants, agents and other authorized representatives) shall be permitted to enter upon the Said Property and the Private Passage Area for the purpose of development and construction of the Housing Complex on the terms and conditions as envisaged herein without either delivery or acceptance of any form of possession by the Owner to the Developer. It is hereby expressly agreed by and between the parties hereto that the possession of the said premises shall not be given or intended to be given to the Developer under any circumstances whatsoever including in part performance as contemplated by Section 53A of the Transfer of Property Act 1882 read with Section 2 (47)(v) of the Income Tax Act 1961. It is expressly agreed and declared that the possession, juridical or otherwise, of the said Property shall until issuance of Completion Certificate remain vested in the Owner.



DISTRICT SUB-REGISTRAR III
SOUTH 24 PARGANAS, ALIPORE
22 APR 2021

VI. DEMOLITION OF EXISTING STRUCTURE

1. The Developer shall undertake the work of development at the Said Property and the Private Passage Area immediately after the Owner complying with its obligations herein contained.
2. It is agreed and recorded that the Developer shall engage competent contractor to pull down the whole existing structure at the Said Property and at the Private Passage Area in a workmanlike and skilful manner and shall remove all building materials including stones, bricks and rubbles and shall keep the Said Property and the Private Passage Area cleared of all things and in a levelled condition.
3. It is agreed and recorded that while pulling down buildings and structures and clearing the Said Property and the Private Passage Area, the Developer's contractor shall ensure to observe all the rules and regulations of the local authorities and will not cause damage to the adjoining properties.
4. It is agreed and recorded that all sale proceeds of demolished materials and scrap after deducting all costs and expenses incurred by the Developer in this regard, belong to and be appropriated by the Owner.
5. It is agreed and recorded that the work of demolition and removal of materials and the levelling of the Said Property and the Private Passage Area shall be done in such manner as may be convenient and practical within six months from the date of sanction of the plan or plans as the case may be.
6. It is agreed and recorded that the Developer hereby agrees to indemnify and keep the Owner indemnified against all liabilities, any accident, loss and damages, action or proceeding in respect of the Said Property which the Owner may incur or suffer in course of or



DISTRICT SUPER REGISTRAR II
SOUTH 2, BANGALORE
22 APR 2021

owing to demolition of the existing structure at the Said Property, including those arising due to any accident, loss and damages, action or proceeding arising out of Force Majeure. For the avoidance of doubt Force Majeure shall mean any delay, obstruction, interference, impediment, obstacle in the work of construction or in the performance by the Developer of any of its obligations stipulated herein caused by (i) fire or explosion; (ii) natural calamity, any act of God, earthquake, lightning, flood, environmental issues and/or any other unforeseeable severe weather conditions; (iii) riots, civil disturbances, insurrection, enemy action, embargoes, blockades, war (declared or undeclared), civil commotion, terrorist action, litigation, bandh, armed conflict, curfew, acts of government and/or of any Governmental Authority (iv) injunctions or orders or restrictions of/imposed by any government entity/Governmental Authority (v) any prohibitory order, notice, rule or notification of/from the court and/or sanctioning authorities and/or any of the Governmental Authorities and/or statutory bodies and/or the municipal corporation/municipality and any other authority, statutory or otherwise (vi) epidemic/pandemic.

VII. PERMISSIONS/APPROVALS BY THE DEVELOPER

1. It is agreed and recorded that the Developer (for and on behalf of the Owner) shall apply and obtain at its costs and expenses all necessary consents, approvals, permissions, licences, preparation of building plan and sanction of the plan or plans required for carrying out the development at the Said Property and the Private Passage Area, including those required from Pollution Control Authority, Fire Service Authorities, Airport Authority, Police Authorities, Kolkata Municipal Corporation or any other Statutory Authorities. The Developer shall also obtain necessary Completion Certificate from the Kolkata Municipal Corporation in respect of the Housing Complex. The Developer shall at its own costs and expenses obtain



DISTRICT SUP REGISTRAR-II
SOUTH 24 PGS, ALIPORE
22 APR 2021

registration under the West Bengal Housing Industry Regulation Act, 2017 ("**WBHIRA**") in respect of the Said Property and the Private Passage Area for construction of the said Housing Complex.

2. It being clarified that the Owner shall extend all necessary assistance and cooperation to the developer for the purposes of the procuring any consents, approvals, permissions and licences and shall sign and execute from time to time throughout the course of development all such papers and documents at the instance and/or request of the Developer for the purpose of obtaining such sanction/ approval or permissions of the plans together with modifications thereof or any other work in connection with the development and construction of the said Housing complex at the Said Property which are required to be signed by the Owner for the purpose and fulfilment of the terms of this Agreement.
3. The preparation of the Plans shall be done by the Developer alone and the Developer shall obtain prior written approval of the same from the Owner before submitting for sanction and a copy of the finalized plans shall be provided to the Owner for its record. The planning shall be done in a manner to achieve and utilize the maximum Floor Area Ratio (FAR) as available on the Said Property and the Private Passage Area (to the extent possible as per the sanctions plan and as may be permitted by applicable law) and also additional areas/FAR on account of Green Building and altogether getting a minimum saleable area of 2,94,000 Square feet (more or less) in respect of saleable flats. If the Developer fails to achieve the said minimum saleable area of 2,94,000 Square feet (more or less) in respect of saleable flats, the Owner and the Developer shall mutually decide with regard to development of the said Property.
4. The Developer shall pursue and obtain the sanctioned Plans and all approvals and permissions required for commencement of construction of the Housing Complex within a period of 15 months



DISTRICT SUB REGISTRAR
SOUTH 24 PGS. ALIPORE
22 APR 2021

from the date of execution hereof and shall immediately send a copy of each of the same to the Owner for its record.

5. The Developer, at its sole discretion may, cause modifications and alterations to the sanctioned Plans upon complying with the applicable laws without reducing the sanctioned area of the saleable flats .
6. The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and Completion of the Housing Complex and obtaining utilities, facilities etc. therein and the Owner agrees to execute such papers and documents without undue delay and do such other acts deeds and things as may be reasonably required by the Developer therefor.
7. The Developer shall be authorized in the name of the Owner to apply for and obtain temporary connections of water, electricity, drainage and sewerage.
8. The Developer shall do all acts, deeds and things as required by any statute and comply with all the requirements of all the authorities for the development and delivery of the Housing Complex at the Said Property and the Private Passage Area;

VIII. CONSTRUCTION AND COSTS/FINANCE

1. All fees, costs, charges and expenses and any other outgo of whatsoever nature in respect of carrying out the planning and construction and Completion of the said Housing Complex and all fittings and fixtures thereat and all common areas and installations thereat ("**Common Areas and Installations**") including all approvals, permissions and/or N.O.C. whatsoever and also for sanction, modification and/or alteration of the Plans and also in respect of all or any obligation of the Developer hereunder shall be borne and paid by the Developer. It is made clear that Owner shall not be liable to incur any kind of fees, costs, charges, expenses or



DISTRICT SUB REGISTRAR III
SOUTH 24 PGS ALIPUR
22 APR 2021

any other outgo whatsoever in nature or howsoever in respect of the Housing Complex (save and except any amount payable by the Owner as per clause III(1) above.

2. That the Developer shall invest and arrange required finances for construction and Completion of the said Housing Complex from its own resources. The Developer shall be entitled to arrange construction finance of upto a maximum of Rs.30 crores (Rupees thirty Crores only) upon, (a) sanction of Plans by Kolkata Municipal Corporation and registration of the Housing Complex under the WBHIRA and payment of the entire deposit to the Owner, and (b) commencement of construction of the buildings. The said amount to be raised and disbursed to the Developer strictly for the aforesaid project and as per progress of construction and consequential mandate provided by the bank or the financial institution (viz., HDFC, LICHL or like). The Developer shall be entitled to offer security by creating charge upon 62% of the Sales Proceeds receivable by the Developer in the Distribution Account and no more. Save as permitted as aforesaid, the Developer shall have no right to obtain any finance by keeping security of the Sale Proceeds arising therefrom or any part thereof.
3. Subject to the criterion mentioned in clause 2 above being met, the Owner at the request of the Developer shall deposit the Title Deeds of the said Property and/or Private Passage Area and/or execute deed of mortgage securing to the financing bank/financial institution as also filing of charge documents in connection therewith PROVIDED THAT 38% of the Sales Proceeds receivable by the Owner shall not be charged or encumbered in any manner whatsoever and the Owner shall not be nor be made liable for repayment of the loans or any consequence of default in such repayment. Any such construction finance shall be conditioned as follows:-



DISTRICT SUB-REGISTRAR-II
SOUTH 24 PGS ALIPORE
22 APR 2021

- (i) That the entire loan amount to be taken by the Developer shall be utilised only for the purpose of construction of the said Housing Complex and quarterly statements containing the outstanding amounts in respect thereof shall be forwarded to the Owner within 7 (seven) clear working days of expiry of a particular financial quarter.
- (ii) That the Developer alone shall be liable to repay entire loans together with interest thereon and other charges to the banks and/or financial institutions and/or private financier and the Owner shall not be liable in any manner for the same.
- (iii) The security for any such construction finance shall be only 62% of the Sales Proceeds receivable by the Developer in the Distribution Account and shall not extend to any other borrowing or financial arrangement, if any of the Developer with any banks or financial institution not connected with the construction of the Housing Complex and shall not be any security to any guarantee or collateral obligation of the Developer in any manner.
- (iv) The Developer shall keep the Owner as also the Said Property and/or the said Housing Complex absolutely indemnified and harmless against repayment of such loans and advances including interest and all other connected obligations and liabilities and against any loss, damage, cost, claim, demand, action, prosecution or proceeding as may be suffered or incurred by the Owner or any Transferee in this regard. It is clarified that in case owing to any loans or finances obtained by the Developer as aforesaid, the Owner suffers any losses damages actions, claims demand or proceedings due to any non-repayment or delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of such loan or liability whatsoever, the



DISTRICT SUB REGISTRAR -II
SOUTH BANGALORE, BANGALORE

22 APR 2021

Developer hereby indemnify and keep the Owner fully saved harmless and indemnified in respect thereof.

- (v) Within 6(six)months from the expiry of theCompletion Time (defined in Clause X (4) below), the Developer shall be obligated to get the mortgage, if any created to be released and to get the original Title Deeds of the said Property and/or the Private Passage Area released from the concerned lender, if the same is caused to be deposited by the Developer from the Owner with the lender and handover the same to the Owner. It being agreed that if the Developer delays in getting the said documents released then in such event the Developer shall be liable to indemnify and keep the Owner fully saved harmless and indemnified in respect of any loss, damage, cost, claim, demand, action or proceeding that may arise and shall also pay to the Owner Rs. 2,50,000/- (Rupees Two lakh fifty thousandonly) per month as pre-determined damages till the compliance is done.
4. Upon Completion of the construction of the Housing Complex and the formation of an Association,the Owner shall, subject to the title deeds remaining with the Owner, deposit the original Title Deeds to the association of co-owners of Units in the Housing Complex, if so and as required by law.

IX. MANNER OF CONSTRUCTION BY DEVELOPER

1. The Developer shall appoint and engage professional team of reputed Architects & Designers to cause preparation of plans and all other persons as may be required for construction of the said Housing Complex on such terms and conditions as the Developer may think fit and proper and the Developer shall pay their fees, remunerations, wages, salaries and all other expenses of whatsoever nature in



DISTRICT SUB REGISTRAR-II
SOUTH 24 PGS., ALIPORE
22 APR 2021

respect thereof. It being agreed that the Developer shall inform the Owner in advance regarding the appointment of Architect.

2. That the Developer shall appoint and employ competent building contractors and sub-contractors and other persons and all requisite tools, tackles, plant machinery etc., to carry out the construction of the said Housing Complex and the Developer will take all steps necessary to effectually procure the due performance and observance of the obligations and duties of the building contractor or sub-contractor and others as the case may be. All remuneration, fees, charges, costs, fee, expenses as may be required in connection with architect, consultant, designer, contractor, sub-contractor and all other persons employed or engaged shall be borne and paid by the Developer exclusively and shall be appointees of the Developer alone.
3. That the Developer for and on behalf of the Owner shall be entitled to apply for and obtain electric, water, sanitary, gas, telephone and other connection and/or other amenities and facilities of whatsoever nature as may be required in the said Housing Complex and the Owner hereby accords its consent and further agrees to extend all necessary cooperation to the Developer for obtaining the same. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the said Property and the Private Passage Area. The recurring charges for such temporary as also existing connections will be paid by the Developer till the building is ready to the extent necessary for handing over the possession..
4. That the entire construction work of the said Housing Complex at the said Property and the Private Passage Area shall be with the knowledge and approval of the reputed architects and other requisite professionals appointed by the Developer and all materials required to be used for construction of the said Housing complex shall be of best quality. The materials used and/or specifications of construction shall adhere to the minimum requirements as are more



DISTRICT SUB REGISTRAR
SOUTH 24 PGS. ALIPORE.
22 APR 2021

fully and particularly described in the **Third Schedule** hereunder written. It is agreed and recorded that the Developer agrees to construct and complete the said Housing complex in accordance with the plan or plans to be sanctioned by the appropriate authorities of the Kolkata Municipal Corporation and upon compliance of all laws, rules, byelaws and norms applicable thereto

5. In connection with the development of the Housing Complex, the Developer shall subject to the Owner not being in default in compliance of its obligations hereunder:
- (i) install all electricity, gas, water, telecommunications and surface and foul water drainage to the Said Property and the Private Passage Area and shall ensure that the same connects directly to the mains;
 - (ii) give all necessary or usual notices under any statute affecting the demolition and clearance of the Said Property and the Private Passage Area, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the Said Property and the Private Passage Area and pay all costs, fees and outgoings incidental to or consequential on, any such notice.
 - (iii) remain responsible for due compliance with all statutory requirements whether local, state or central and to cause and ensure that there is or remains no deviation in construction from the Plan or the agreed Specifications and also cause and ensure that no damage (including on account of any accident and/or mishap and/or loss or injury to life or property) in respect of construction and Completion of the Housing Complex is caused nor any such damage is caused to any neighbouring property and/or building in carrying out the development of the Said Property and the Private Passage Area;



DISTRICT REGISTRAR - II
SOUTH 2-PGS. ALIPORE
22 APR 2021

- (iv) do all acts, deeds and things required by any statute and comply with all the requirements of all the authorities for the development and delivery of the Housing Complex at the said Property; incur all costs, charges and expenses for the purpose of constructing, erecting and completing the Housing Complex and also for during and the post construction insurance of the entire Housing Complex against all possible risks and protection thereof as per applicable laws;
 - (v) not allow any other person to encroach nor permit any encroachment by any other person and/or persons into or upon the Said Property, the Private Passage Area or any part or portion thereof;
 - (vi) not expose the Owner to any liability and shall regularly and punctually make payment of the fees, costs and/or charges as may be necessary and/or required for the purpose of construction, erection and Completion of the said Housing Complex and other obligations of the Developer; and
 - (vii) keep the Owner saved harmless and fully indemnified from and against all losses, ^ucosts, charges, claims, actions, suits and proceedings that may be suffered or incurred by them in respect of all or any of the ^baforesaid obligations of the Developer.
6. In connection with the development of the Housing Complex, the Owner shall ~~subject to the~~ Developer not being in default in compliance of its obligations hereunder:
- (i) not cause any interference or hindrance in the construction of the Housing Complex by the Developer and shall not do any act deed matter or thing whereby the rights of the Developer hereunder may be affected or the Developer is prevented from making or proceeding with the construction of the



DISTRICT SUB REGISTRAR HI
SOUTH ALIPORE, ALIPORE
22 APR 2021

Housing Complex and the Owner shall indemnify the Developer for all losses damages costs claims demands consequences suffered or incurred as a result thereof.

- (ii) render all assistance and cooperation to the Developer in construction of the proposed Housing Complex at the said Property and/or the Private Passage Area, if so required and found necessary.
- (iii) not let out, grant lease, mortgage, charge or otherwise encumber or part with possession of the Said Property and/or the Private Passage Area or any part thereof as from the date hereof save and except in accordance with the terms hereof.

X. DURATION FOR COMPLETION

1. It is agreed and recorded that the Owner hereby grants permission to the Developer for the purpose of carrying out construction of the said Housing Complex at the said Property and the Private Passage Area in a phase wise manner in accordance with the terms hereof.
2. The Developer shall within 6 (Six) months from the date of execution hereof apply for and obtain the N.O.C. under ULC (Ceiling and Regulation) Act, 1976, if required and submit the plans of the said Housing Complex before the concerned authorities of the Kolkata Municipal Corporation for necessary sanctions.
3. The Developer shall make best efforts to obtain necessary sanction of the plans of the said Housing Complex from the Kolkata Municipal Corporation and all other concerned authorities required to commence construction of the said Housing Complex as early as possible but shall be bound to obtain the same within 15 months from the date of execution hereof.
4. With regard to time of Completion of the Project, it has been agreed between the Parties that the Developer shall upon making payment



~~DISTRICT SUB-REGISTRAR
COIMBATORE~~
20 APR 2021

of the balance of the Security Deposit within the stipulated period, commence the construction work of the Housing Complex within 3 (three) months of the date of all the approvals being received. Provided That in case despite payment of the balance Security Deposit, the Owner does not make available the entirety of the Said Property and the Private Passage Area to the Developer in peaceful and vacant condition for the purpose of development, then the Developer shall commence the construction within 3 months from the date of the Owner making available as aforesaid ("**Commencement Date**"). It is agreed and recorded that the Developer shall complete the construction of the entire said Housing Complex at the said Property in accordance with the sanctioned building plans and agreed specifications and manner hereinstated and upon duly obtaining all certificates, permissions and clearances in respect thereof including the Completion Certificate from the Kolkata Municipal Corporation ("**Completion**") within 48 (forty-eight) months from the Commencement Date with an additional grace period of 6 months from the ("**Completion Time**"). The grant of additional grace period of 6 months shall be only for finishing works, if remaining pending at the end of the Completion Time.

5. The aforesaid Commencement Date and Completion Time shall be subject to Force Majeure (as defined hereinabove) and of which the Developer shall have informed the Owner in writing within 7 days. In such an event the above timelines shall be extended to that extent to complete the construction of the said Housing Complex.
6. Subject to Clause 5 above, it has been agreed that in case of delay and/or default on the part of the Developer to complete the construction of the said Housing Complex within the stipulated time as agreed hereinabove, then the time for Completion of such construction shall be extended by a maximum of six months upon payment interest @ 10% per annum on the Owner's Share that



DISTRICT S.O.P. REGISTRAR - III
SOUTH 24 PGS., ALIPORE
22 APR 2021

would have been paid /become payable by each of the Intending Purchaser, but for such delay, as pre-determined liquidated damages (without prejudice to any other liabilities of the Developer) and thereafter Completion Time shall not be further extended and time in this regard and in all other regard shall be the essence of the contract.

XI. INTEREST FREE REFUNDABLE SECURITY DEPOSIT

1. It is agreed that the Developer shall keep interest free deposit with the Owner of an aggregate sum of Rs.5,00,00,000/- (Rupees Five Crores) only (hereinafter referred to as the "**Security Deposit**") in the following manner:-
 - (i) A sum of Rs.1,00,00,000/- (Rupees One Crore) only shall be paid at the time of execution of this Agreement;
 - (ii) A further sum of Rs.4,00,00,000/- (Rupees Four Crores) only shall be paid immediately within 7 days of the date of sanctioned plan being obtained from the Kolkata Municipal Corporation.
2. The said Security Deposit shall be held by the Owner free of interest and shall become refundable upon (A) Completion of the said Housing Complex or be adjusted and appropriated out of the share of revenue which may come to the share of the Owner upon Completion of the said Housing Complex in all respects net of adjustment of all dues/obligations or (B) earlier termination of this Agreement in terms hereof for default of the Owner, whichever is earlier, and any such refund shall be subject to adjustments by the Owner of the amounts, if any, receivable by the Owner from the Developer.
3. In the event the Owner fails to refund the Security Deposit Amount fully after the Completion of the Housing Complex or the earlier termination of this Agreement as per clause 2 immediately



DISTRICT SUPERINTENDENT III
SOUTH ALABAMA OFFICE
22 APR 2021

preceding, then in that event the Developer shall be entitled to receive interest @12% p.a. (twelve percent per annum) on the deposit amount remaining unrefunded to be calculated only for the period of delay in refund beyond stipulated period.

XII. REVENUE SHARING

1. In consideration of the development of the Housing Complex at the said Property by the Developer at its own costs and expenses and in the manner hereinstated it is agreed by and between the Owner and the Developer that the entire constructed areas of the said Housing Complex shall be demised and transferred by the Owner and the Developer and the entire proceeds arising in respect thereof shall be apportioned in the following manner:
 - (i) 38% (Thirty Eight percent) of the Sale Proceeds of the constructed areas of the said Housing Complex shall belong to the Owner hereinafter called the "**Owner's Share**".
 - (ii) 62 % (Sixty Two percent) of the Sale Proceeds of the constructed areas of the said Housing Complex shall belong to the Developer hereinafter called the "**Developer's Share**".
2. It is agreed and recorded that the said Revenue Share shall be computed in the manner stated hereunder.

XIII. WBHIRA ACCOUNT AND DISTRIBUTION OF THE SALE PROCEEDS :

1. The Sale Proceeds (defined below) and all other receipts in respect of the sale of the Units (including the Deposits and Extra Charges) in the Housing Complex shall be deposited in a separate bank account ("**Master Account**") opened by the Developer for such purpose. Suitable standing instructions (prepared by the Owner and the Developer jointly), consistent with the provisions of the WBHIRA and the Rules made thereunder, shall be given to the Bank for disbursement of the Sale Proceeds (defined below) collected in such



Master Account and available for distribution as per WBHIRA rules to the respective accounts of the Owner and the Developer. The accounts between the Parties with regard to Sale Proceeds collected in such Master Account and adjustments therefrom and disbursement thereof shall be gone into, taken and settled every month.

2. It being clarified that from the Master Account, 70% (seventy percent) of the Sales Proceeds shall be deposited in the WBHIRA Account. From the Master Account, 30% of the Sale Proceeds (calculated as per the WBHIRA) shall be deposited in a separate bank account for onward distribution of the respective shares of the Owner and the Developer ("**Distribution Account**")
3. It being further clarified that the amount which is withdrawable from the WBHIRA Account as per WBHIRA Act and Rules and which interalia includes the land cost and the construction cost, shall be compulsorily transferred to the Distribution Account and shall not be transferred to any other account and standing instructions shall be made in this regard.
4. It is further agreed recorded and confirmed by and between the Parties hereto that standing instructions shall be made with regard to the Distribution Account as follows:
 - A) the Developer's Share (62%) to be transferred from the Distribution Account to a different bank account ("**Collection Account**") to be opened in name of the Developer which Collection shall be used exclusively by the Developer.
 - B) the Owner's Share (38%) shall be transferred from the Distribution Account to a different bank account to be opened in name of the Owner after deduction of the Sales and Marketing Expenses. The said sale and Marketing expenses deducted shall be transferred to the Collection Account



REGISTERED INSTRUMENT
SUB H 2, P.C., ALIPORE
22 APR 2021

- C) Further GST collected from the Intending Purchaser/Buyer shall also be transferred to Collection Account.

It being further agreed recorded and confirmed that standing instructions as recorded herein above shall not be altered without the approval of both the parties.

5. "**Sale Proceeds**" in this context shall mean the amounts received on any account from the Transferees in respect of the transfer or agreement/contract of transfer of the Units/constructed spaces and all other transferable areas with or without proportionate share in land and Common Areas and Installations, including the price, premium, salami, rent, advance rent, car-parking charges, high-rise charges, preferential location charges, interest/compensation if any received by the Developer from Transferees on any delayed payment or otherwise, transfer/nomination charges, any amount received from Transferees as compensation on cancellation of an Agreement for Sale and any other amounts on any account received but the term shall not mean or include:
- (i) the Deposits;
 - (ii) the Extra Charges;
 - (iii) the Goods & Service taxes, duties, fees etc.;
 - (iv) amounts received by Developer by way of loan for financing the Housing Complex;
 - (v) amount received from Transferees for stamp duty and registration charges; and
6. "**Deposits**" in this context shall mean each of the amounts levied /received by the Developer from a Transferee as deposits and/or as sinking funds, maintenance deposits, municipal tax deposits etc. by whatever name called, each as determined by the Developer and will be held by the Developer till the same (subject to such deductions as may be applicable) are transferred to the



DISTRICT SUB-REGISTRAR - HI
SOUTH 21 PGS. ALIGARH
22 APR 2021

organization/ association or made over to any body/authority, statutory or otherwise.

7. "**Extra Charges**" shall mean the extra amounts paid by and/or the reimbursements received from a Transferee by the Developer towards club fit out charges, generator charges together with the charges and expenses allied/related thereto, charges towards electrical infrastructure, charges/fees towards/in lieu of having sanctioned any deviations from the sanctioned plan(s) in the construction, as stipulated in the relevant statute governing the same, legal fees, legal expenses, stamp duty, registration fees etc., each as determined by the Developer.
8. In addition to the Sale Proceeds to form part of the Developer's Share the Developer shall be entitled to retain all amounts paid by the Transferees on account of Deposits and Extra Charges. The aforesaid amounts on account of Deposits retained by the Developer shall be made over by the Developer to the Holding Organisation/Association of the Transferees upon its formation after adjustment of expenses if any.
9. It is agreed that the Deposits shall be taken by the Developer only along with the second last instalment of consideration payable by the intending Transferees.
10. The Developer shall maintain the books of account in connection with the sale/ lease/assignment and/or transfer of the Units comprised in the said Housing Complex and provide copies of the statements on a monthly basis to the Owner. The Owner shall be entitled to take copies of the books. The Owner shall also be entitled to take inspection of the Books of Account maintained by the Developer in respect of the Housing Complex.
11. It is agreed and recorded that if after six months from the date of issuance of the Completion certificate from the appropriate



DISTRICT SUB-REGISTRAR III
SOUTH 24 PGS. ALIPUR
22 APR 2021

authority in respect of the said Housing Complex there are any unsold areas in the said Housing Complex then the Owner and Developer shall allocate the same mutually as per the same ratio as applicable to the distribution of the Sale Proceeds and the allottees shall thenceforth be liable to bear the maintenance charges, taxes and/or any other charges in respect of their allocated areas in the said Housing Complex until the same are sold in favour of the Transferees. It being agreed that Parties shall bear the taxes applicable to them respectively including GST, Extra Charges and Deposits in respect of the unsold Units in their respective share immediately upon receipt of Completion Certificate.

XIV. SALE AND TRANSFER OF CONSTRUCTED AREAS

1. It is hereby expressly agreed and declared that it is the intention of the Parties to commercially exploit the Said Property with benefits of the Private Passage Area to the hilt and to share the revenue in the ratio as aforesaid. The Parties agree that the Developer shall have the right to market the Housing Complex but only at the pricing to be mutually agreed by the Developer and the Owner in writing ("**Minimum Sales Price**"). No sale or otherwise transfer shall be made below the Minimum Sales Price, unless mutually agreed in writing between the Developer and Owner. Both the Developer and the Owner shall be entitled to from time to time to propose revision in the Minimum Sales Price. However, the Minimum Sales Price shall be modified only if mutually agreed in writing. The Developer shall be entitled to enter into agreements in its own name with the Transferees in respect of the various Units, apartments, constructed spaces and car parking spaces forming part of the development and to receive realize and collect the Sale Proceeds and other amounts only in the manner as stated in clause XIII(1) hereinabove and the Owner agrees to join as party to any agreements which may be entered into by the Developer.



DISTRICT SUB-REGISTRAR SOUTH
SOUTH 24 PARGAS ALLPORE
22 APR 2021

2. That in consideration of development of the Said Property and the Private Passage Area, it is agreed that the Owner and the Developer shall execute and register with the appropriate registering authorities Deeds of Sale/Leases/under-lease for transferring and/or demising the constructed areas and other areas of the said Housing Complex together with the undivided proportionate impartible freehold share in the said Property and/or leasehold share in the Private Passage Area appertaining thereto unto and in favour of the Transferees and their under-lessees and the cost for stamp duty and registration charges in respect thereof shall be borne by the Transferees and/or their under-lessees as the case may be. It is agreed and recorded that the entire constructed areas and other areas of whatsoever nature of the said Housing Complex together with undivided proportionate impartible share in the land appertaining thereto are to be transferred or demised jointly by way of sale/leases and/or under-lease by the Owner and the Developer and all rents, issues and profits arising thereof shall be appropriated by the Parties in proportion to their respective share of the Sale Proceeds of the said Housing Complex as stipulated above. Further, the Owner and the Developer shall execute and register all Deeds or other Documents as may be required to give effect to the same.
3. Without prejudice to the rights of the Developer to act as attorney of the Owner as hereinafter contained, the Owner shall from time to time, as and when required by and at the request of the Developer, execute and register agreement for sale/lease / transfer deed or deeds ~~or other~~ documents of transfer for sale, lease, transfer or disposal of Units / car parking space and other spaces areas rights and benefits in the Housing Complex at the Said Property and the Private Passage Area in favour of the respective Transferees thereof without raising any objection whatsoever. In the event of the Owner failing and/or refusing to execute such sale/ lease / transfer deeds and other documents of transfer, the Developer and/or its nominee/s shall be entitled to execute the



DISTRICT SUPER-REGISTRAR III
SOUTH MYSORE ALIPORE
22 APR 2021

same for and on behalf of and as the attorney of the Owner. All costs and expenses for execution and registration of such agreements and/or documents of transfer shall be borne and paid by the prospective Transferees.

4. In case any agreement to be entered into with the intending Transferees for the sale, lease and/or transfer of the Units/constructed spaces are terminated, cancelled and/or rescinded for any reasons, the consequences of such termination, cancellation and rescinding shall in case such cancellation is for reasons attributable to the Developer, be binding upon the Owner as well as the Developer. In case of such termination, cancellation and rescinding, the Owner as well as the Developer shall refund the amounts received by them subject to deduction of applicable cancellation charges along with applicable interest/compensation to such intending Transferees within the agreed time frame. It being clarified that in the event such interest and compensation is payable on account of any action and/or inaction on the part of the Developer, in such cases the Owner shall not be required to make payments/ refunds of such interest and compensation.
5. Any transfer shall be done only after sanction of Building Plans and registration of the Housing Complex under the relevant provisions of the WBHIRA and no agreement or deed shall be executed prior thereto. Furthermore, any deed of sale/ transfer/sub-lease/under-lease shall not be executed in favour of any Transferee until the entire consideration and other amounts payable by such transferee are received either in the account of the parties directly to the extent their respective shares therein or are received from the Transferee in the Master Account for distribution to the Parties as hereinbefore mentioned.



DISTRICT SUB-REGISTRAR
SOUTH 24 PGS. AL POR.
22 APR 2001

XV. MARKETING AND SALES

1. The Developer shall bear and pay all the costs charges and expenses of whatsoever nature in respect of marketing, advertising and promoting the said Housing Complex. The brokerage or commission for sale and transfer of the constructed areas of the said Housing Complex shall be borne by the Developer and Developer shall adjust the Sales and Marketing Expenses (as defined below) from the Sale Proceeds payable to the Owner in proportion to their respective shares
2. "**Sales and Marketing Expenses**" shall mean an amount not exceeding 5% (five percent) plus applicable GST of the Sales Proceeds which includes 2% (two percent) plus applicable GST on account of sales/brokerage expenses and 3% (three percent) plus applicable GST being on account of marketing expenses.
3. It is agreed and recorded that the Transferees (including the Owner and the Developer for the Unsold Units) shall be liable to bear and pay GST or any other kind of tax or imposition or burden as may be payable and/or applicable in respect of transfer of their respective units or share in the constructed areas of the Housing Complex.

XVI. RATES, TAXES AND OUTGOINGS

1. It is agreed and recorded that the Owners shall bear and pay the Municipal rates, taxes, levies, surcharge, outgoing and all other impositions relating to Municipal tax concerning or relating to the Said Property and/or the Private Passage Area upto the Commencement Date and thereafter till the Completion of the said Housing Complex the same shall be paid by the Developer.
2. On and from the date of obtaining Completion Certificate of the said Housing Complex and upon handing over of the Units in favour of the intending Transferees, the respective Transferees shall pay all rates and taxes with regard to their respective areas of the said



~~DISTRICT SUB-REGISTRAR~~
~~SOUTH 24 PARGANAS ALIPORE~~
22 APR 2021

Housing Complex and for other unsold Units and constructed areas, the Developer and the Owner shall pay the same in their respective ratios stated hereinabove.

XVII. POWER AND RESTRICTIONS

1. That the Owner shall grant a Power of Attorney in favour of the Developer and/or its nominee or nominees to act on their behalf and to do all acts, deeds or things as may be required to be done by it in terms of this Agreement only for the purpose of the development, construction of the Units in the said Housing Complex and/or the said Housing Complex at the Said Property and the Private Passage Area. It being agreed that the Owner shall grant inter-alia powers to the Developer and/or its nominees to enter into agreements and sale/lease/assignment deed with the intending Transfereesto be exercised in accordance with the agreed terms hereinabove and it furtherbeing made clear that the power to execute the sale deed shall only be exercised after receipt of Completion Certificate and payment of the entire Sale Proceeds by the Transfereeseither to the Owners and the Developer directly or by deposit of the same in the Master Account.
2. That the Owner hereby appoints the Developer to also act as project manager with respect to the development of the said Housing Complex.

XVIII. OBLIGATIONS OF DEVELOPER TO MAINTAIN COMMON PARTS OF THE HOUSING COMPLEX

1. That the Developer shall frame a scheme for the management and administration of the said Housing Complex and all intending Transferees and occupiers shall abide by all the rules and regulations to be framed in connection with the management of the affairs of the said Housing Complex. A copy of such scheme shall be provided by the Developer to the Owner.



DISTRICT SUB REGISTRAR III
SOUTH 24 P.S. ALIPORE
22 APR 2021

2. That as and when the construction of the Housing Complex is completed and Completion Certificate is granted and the same is ready for occupation, the Developer shall give written notice to the Owner and all the intending Transfereesto occupy their respective constructed areas in the said Housing Complex and within 15 (fifteen) days from the date of the said notice theOwner and Developer and their respective intending Transfereesshall be liable for payment of proportionate maintenance charges and Municipal rates and taxes and duties or any impositions payable in respect thereof.

XIX. DRAFTING OF DEEDS & DOCUMENTS

1. That all agreements for sale, deeds of sub-lease, deeds of under-leaseand or other documents which are required to be executed and registered for transfer by way of sale, lease or otherwise (as may be advised)of the constructed areas together with undivided proportionate impartible share of the said Property and/or Private Passage Areaappertaining thereto shall maintain uniformity in respect of the agreements, restrictions, stipulations, covenants, terms and condition for the use and occupation of the Units and other constructed areas of the said Housing Complex and the Ownerand Developer shall from time to time execute and register all such Agreements for Sale, Deeds of Sale/Lease, under-Lease and other Deeds and documents unto and in favour of intending Transferees and shall further do all other acts deeds and things as may be necessary to implement and to enforce the same and to give full effect to the intention of the Parties herein and for perfecting the powers and authorities herein expressly granted.
2. That the template of all agreement for sale, deeds of sale/ lease, deeds of under lease and other documents which are required to be executed and registered as envisaged herein shall be drafted by



DISTRICT SUB-REGISTRAR - III
SOUTH-2, ALIPORE
22 APR 2021

common solicitor or solicitors of the respective Parties in consonance with the WBHIRA provided however, fees in respect thereof shall be paid from the common expenses out of the account of the Owner and Developer.

3. That the Owner and Developer shall not change alter and/or deviate from the said uniform drafts of the agreement for sale, deeds of sale/ lease and/or other documents.

XX. SPECIFIC PERFORMANCE IN RESPECT OF TRANSFER DOCUMENTS:

1. In case the Owner fails to execute the Deeds of Sale in favour of the intending Transferees in respect of the Units and other constructed areas of the Housing Complex then the Developer shall be entitled to file suit for specific performance and all the costs, damages, charges and expenses on account of filing of the suit and damages shall be paid by the Owner to the Developer.
2. In case the Developer fails to join and sign as necessary party in the deeds of sale/ lease in favour of the intending Transferees in respect of Units and other constructed areas of the Housing Complex then the Owner shall be entitled to file suit for specific performance and all the costs, charges and expenses on account of filing of the suit and damages shall be paid by the Developer to the Owner.

XXI. NAME OF THE HOUSING COMPLEX

It is agreed and recorded that the said Housing Complex shall be named as may be mutually agreed upon.

XXII. JOINT DEVELOPMENT

It is agreed and recorded that this Agreement shall be treated as Joint Development Agreement by and between the Owner and the Developer



DISTRICT SUPERVISOR II
SOUTH 24 PARGANAS
22 APR 2021

and the Developer shall have right to develop the said Property on the terms as envisaged herein.

XXIII. INDEMNITY

1. That the Owner shall keep the Developer indemnified against all liabilities of the said Property and/or the Private Passage Area and it is hereby made expressly clear that in the event of there being any defect in title in respect of the said Property and/or the Private Passage Area, it shall be the obligation and responsibility of the Owner, as the case may be, to remedy and/or cure the same at its own cost. The Owner shall, keep the Developer and its Directors and Officers and each one of them saved harmless and fully indemnified till completion of the construction of the Project in all respects, from and against all costs charges claims actions suits and proceedings including litigation costs in the event of there being any defect in title in respect of the said Property and/or the Private Passage Area. Further, the Developer shall keep the Owner indemnified against all damages costs charges claims actions suits and proceedings including litigation costs that may arise in course of construction and Completion of the said Housing complex at the said Property and/or owing to any delay, default or breach of any term, condition, covenant or obligation of the Developer hereunder.
2. The Developer may enforce the defects claims and demands against contractor or sub-contractor as the case may be within appropriate time but the Owner shall not be concerned therewith nor shall the liabilities or obligations of the Developer hereunder or in pursuance hereof shall be affected in any manner whatsoever.

XXIV. TERMINATION

1. The Owner may, at its option, terminate this Agreement in the following events:-



DISTRICT SUB REGISTRAR III
SOUTH 24/68, BANGALORE
22 APR 2021

- (i) If the Developer commences a case or other proceeding of its voluntary winding up, reorganization, dissolution, insolvency or liquidation or similar law of any jurisdiction during the development of the said Property and the Private Passage Area or otherwise suffers any order of winding up or dissolution or is insolvent or suffers any appointment of any custodian or the like for it or any substantial part of its property or calls a meeting of its creditors with a view to arranging a composition, adjustment or restructuring of its debts; or
 - (ii) If the Developer fails to obtain sanction of the Building Plans within the stipulated time or fails to commence construction of the said Building within the Commencement Time.
 - (iii) In case of failure on the part of the Developer to complete the said Housing Complex with all common amenities and facilities within the respective stipulated time and grace period as provided hereinabove.
2. Before determining this Agreement, the Owner shall give to the Developer a prior written notice of at least 30 (thirty) days requiring the Developer to justify such delay or remedy such breach.
3. It is also agreed and recorded that upon such termination the Developer shall cease to have any right title interest under this Agreement in respect of the said Property but shall continue to have all obligations and liabilities towards the Owner, the intending Transferees, the authorities and for all claims/compensation payable to intending Transferees, third parties, authorities in respect of the Housing Complex or any part thereof. Upon such termination the Owner shall be entitled to cause Completion the construction of incompleated portions of the said Housing Complex at the costs and expenses of the Developer together with 25% penalty



DISTRICT SUB-REGISTRAR III
SOUTH 24 PGS. ALIPORE
22 APR 2021

thereupon. With effect from the termination, the Developer's Share of Sale Proceeds and all other Extras and Deposits shall belong to the Owner. Upon Completion of construction, if the total amounts receivable by the Owner from the Developer on account of costs of construction, penalty, unpaid liquidated damages, claims/compensation payable to intending Transferees, third parties, authorities etc., is less than the amounts received by the Owner on account of the Developer's Share of Sale Proceeds, the Developer shall pay the shortfall to the Owner immediately and otherwise the Owner shall pay the surplus amount to the Developer immediately.

4. The rights granted to the Developer to develop the said Property and the Private Passage Area shall not be revoked by the Owner so long the Developer is not in default of its obligations hereunder, without prejudice to the rights of the Developer to rectify the defaults, if any, within 30 days of receiving prior notice in writing from the Owner informing the Developer of the nature of the default.
5. The Developer may, at its option, terminate this Agreement in the following events:-
 - (i) If the Owner commences a case or other proceeding of its voluntary winding up, reorganization, dissolution, insolvency or liquidation or similar law of any jurisdiction during the development of the said Property and the Private Passage Area or otherwise suffers any order of winding up or dissolution or is insolvent or suffers any appointment of any custodian or the like for it or any substantial part of its property or calls a meeting of its creditors with a view to arranging a composition, adjustment or restructuring of its debts; or



DISTRICT SUB REGISTRAR - I
SOUTH 24 PGC & NY
32 APR 2021

- (ii) If there is any defect in the title of the Owner in the said Property and/ or the Private Passage Area till completion of the construction of the Project in all respects and which the Owner fails to remedy upon receiving a notice in writing from the Developer thereabout giving time of 30 days for the same;
6. Upon termination of this Agreement for any of the above defaults of the Owner in that event it shall be lawful for the Developer to claim reimbursement of all costs charges and expenses incurred till then and refund of the Security Deposit all after adjustment of the amounts until then received by the Developer (including those from the Transferees) and together with interest at the rate of 12 % per annum on the unadjusted amount. Further, upon such termination the Developers shall cease to have any right title interest under this Agreement in respect of the said Property and the Private Passage Area and the Owner shall deal with the said Housing Complex and the Transferees.

XXV. NOTICES

Any notice or other communication given by any Party to this Agreement shall be in writing and shall be deemed to have been served if delivered personally or by registered post, speed post or facsimile or electronic mail to the following addresses:

If to the Owner:

Name : Texmaco Infrastructure & Holdings Limited
Address : Belgharia, Kolkata 700 056
Attention : Kishor Rajgharia
Email : kishor.rajgharia@texmaco.in

If to the Developer:

Name : PS Group Realty Private Limited
Address : The Address, 1002 EM Bypass, Kolkata 700105



DISTRICT SUB REGISTRAR - III
SOUTH 24 PGS. ALIPORE
22 APR 2021

Attention : Gaurav Dugar
Email : gaurav@psgroup.in

XXVI. ARBITRATION AND GOVERNING LAW

1. All disputes and differences between the Parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or the determination of any liability either during subsistence of this Agreement or after expiry thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being thereto in force.
2. The seat and venue of arbitration shall be Kolkata and the language will be English. The awards passed by the arbitral tribunal shall be binding on the Parties.
3. Courts at Kolkata alone shall have jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the Parties hereto.

XXVII. WAIVERS

No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

XXVIII. MODIFICATION

This Agreement may be modified only by a written document signed by both the Parties. A purported oral modification shall not be effective.



DISTRICT SUB REGISTRAR - III
SOUTH 24 PGS. ALIPORE
22 APR 2021

XXIX. SEVERABILITY

The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of them shall not affect or impair the validity or enforceability of the remainder.

XXX. ASSIGNMENT

The Agreement to which these terms and conditions relate and the rights and obligations hereunder may not be assigned or transferred by either party without the prior written consent of the other party and any such attempted assignment or transfer shall be void.

XXXI. HEADINGS

Paragraph headings are for the purpose of convenience and identification only and shall not be used to interpret or construe this Agreement.

XXXII. REPRESENTATIVES**1. APPOINTMENT OF REPRESENTATIVE**

For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Shri Kishor Rajgharia shall be deemed to be the authorised representative for and on behalf of the Owner for the following purposes:

- i) the giving and receiving of all notices, statements and information required in accordance with this Agreement.
- ii) performance and responsibilities of the Owners in connection with the Development.
- iii) For such other purposes for the purpose of facilitating the work of Completion of the said project in terms of this Agreement.



DISTRICT SUB REGISTE. SOUTH 24 PARG. WEST BENGAL
32 APR 2021

2. **APPOINTMENT OF DEVELOPER'S REPRESENTATIVE**

For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Mr. Surendra Kumar Dugar be deemed to be the authorised representative of the Developer for the following purposes:

- i) the giving and receiving of all notices, statements and information required in accordance with this agreement.
 - ii) performance and responsibilities of the Developer in connection with the Development.
 - iii) For such other purposes for the purpose of facilitating the work of Completion of the said project in terms of this Agreement.
3. It is hereby expressly made clear that any act, deed or thing done by any of the authorised representatives shall be final and binding on the Parties to whom such authorized representative belongs.

XXXIII. GREEN BUILDING

The Developer has agreed to develop the Housing Project as a green building project subject to being granted the necessary approvals as stipulated under the applicable law(s) provided that the fees payable for any extra floor area ratio for such green building shall be borne by the Owner alone and for its construction shall be borne by the Developer alone. It being clarified the construction cost including the sanction fees and all other costs shall be borne by the Developer.

XXXIV. TITLE INSURANCE

It shall be the liability of the Owner to obtain title insurance in respect of the said Property in terms of WBHIRA if required in consultation with the Developer.



DISTRICT SUPERVISOR IN
SOUTH 2. ONE
22 APR 2021

THE FIRST SCHEDULE ABOVE REFERRED TO :**PART I - (PLOT-A)**

ALL THAT messuages tenements dwelling houses sheds structures and premises together with the piece and parcel of land or ground thereunto belonging whereon or on part thereof the same are built containing an area 03 Bighas 14 Cottahs 09 Chittacks 40 square feet more or less situate lying at and being Premises No. 17 Radhanath Chowdhury Road (formerly Tangra Road), Kolkata -700015, Police Station Entally, within Ward No.56 of The Kolkata Municipal Corporation, under Sub Registration Office Sealdah, in the District of South 24-Parganas duly butted and bounded as follows:

- On the North : Partly by Premises No. 14/1 Bibi Bagan Lane and partly by five feet wide common passage;
- On the South : By Premises No. 20/2 Radhanath Chowdhury Road, Kolkata ;
- On the East : By Premises No. 14/1 Radhanath Chowdhury Road, Kolkata and
- On the West : Partly by Premises No. 18 Radhanath Chowdhury Road, Kolkata, partly by Premises No. 20/2 Radhanath Chowdhury Road and partly by five feet wide common passage leading to Bibi Bagan Lane;

PART II - (PLOT-B)

ALL THAT messuages tenements dwelling houses out houses sheds and premises together with the piece and parcel of land appertaining thereto and on parts whereof the same are erected and built containing an area



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS. ALIPORE
22 APR 2021

03 Bighas 02Cottahs12 Chittacks 08 square feet more or less situate lying at and being Premises No. 20/2Radhanath Chowdhury Road (formerly 20/2Tangra Road), Kolkata -700015 (being part of Holding No.140 Division 4 Sub Division H in Panchannagram) Police Station Entally, Sub Registration Office Sealdahwithin the municipal limits of the Kolkata Municipal Corporation under Ward No. 56 in the District of South 24-Parganas duly butted and bounded as follows:

- On the North : Partly by Premises No. 17 Radhanath Chowdhury Road and partly by 18 Radhanath Chowdhury Road;
- On the East : Partly by Premises No. 17 Radhanath Chowdhury Road and partly by 19 Radhanath Chowdhury Road;
- On the South : Partly by Premises No.23, Radhanath Chowdhury Road and partly by 24, Radhanath Chowdhury Road and
- On the West : Partly by Premises No. 20B, Radhanath Chowdhury Road, partly by the within referred Private Passage Area and partly by Premises No. 21/1 Radhanath Chowdhury Road;

PART III -THE SAID PROPERTY (BEING THE TOTAL AREA OF PLOT-A AND PLOT-B)

ALL THAT messuages tenements dwelling houses out houses sheds and premises measuring about 70000 sqft (more or less) together with the piece and parcel of landcontaining an area of 6(six) Bighas 17(Seventeen) Cottahs 6(six) Chittacks and 3(three) sq.ft more or less situate lying at and being premises No. 17, Radhanath Chowdhury Road (on amalgamation of 17 & 20/2 Radhanath



~~DISTRICT SUB-REGISTRAR~~
~~SOUTH BANGALORE~~
27 APR 2021

Chowdhury Road) , Kolkata - 700 015, Police Station - Entally, within Ward No. 56 of the Kolkata Municipal Corporation and Sub-Registration office - Sealdah in the District of South 24-Parganas and butted and bounded as follows:

- On the North : Partly by Premises No. 14/1 Bibi Bagan Lane & 5ft common wide passage
- On the South : Partly by Premises No. 23, Radhanath Chowdhury Road and Partly by Premises No. 24, Radhanath Chowdhury Road,
- On the East : Partly Premises No. 19, Radhanath Chowdhury Road and partly by Premises No. 14/1, Radhanath Chowdhury Road
- On the West : Partly by Premises No.18, Radhanath Chowdhury Road, By Premises No. 20B Radhanath Chowdhury Road, By Premises No. 21/1 Radhanath Chowdhury Road and partly by 16ft. wide common passage.

THE SECOND SCHEDULE ABOVE REFERRED TO :

(PRIVATE PASSAGE AREA)

ALL THAT piece and parcel of land containing an area 13.34 Cottahs more or less situate lying at and being Premises No. 18 Radhanath Chowdhury Road, (formerly Tangra Road), Kolkata 700015, Police Station-Entally, within Ward No.56 of the Kolkata Municipal Corporation being Holding No. 139 in Grand Division No. 1 Sub Division -H, Dihi- Panchannagram within Thana Entally and Sub Registration Office-Sealdah, in the District of South 24-Parganas and butted and bounded as follows:-

- ON THE NORTH : By a portion of Premises No 18 Radhanath Chowdhury Road



DISTRICT SUB REGISTRAR JILL
SCJTH24 PGS. ALP00 L
9 5 APR 2021

- ON THE SOUTH : By Premises No.20A, Radhanath Choudhary Road;
- ON THE EAST : By Premises No 17 Radhanath Choudhary Road;
- ON THE WEST : By Radhanath Chowdhury Road;

THE THIRD SCHEDULE ABOVE REFERRED TO :
(SPECIFICATIONS)

I. Living Room/Dining Area

- Flooring : Vitrified tiles (600mm x 600mm)
- Wall : Ready to Paint
- Ceiling : Ready to Paint
- Door and windows:
- Main door : Flush doors
- Balcony : Aluminum sliding door with full glazing
- Windows/Glazing : UPVC/ Powder coated aluminum windows
- Electrical : Modular switches and copper wiring

II. Bedrooms

- Flooring : Vitrified tiles (600mm X 600mm)
- Wall : Ready to Paint
- Ceiling : Ready to Paint
- Door and windows:
- Shutter : Flush doors
- Windows/Glazing : UPVC/ Powder coated aluminum windows
- Electrical : Modular switches and copper wiring



DISTRICT SUB REGISTRAR -II
SOUTH 24 PG. ALIPORE
20 APR 2021

III. Kitchen

Flooring : Ceramic tiles

Wall : Ceramic tiles upto 2 (two) feet height above the kitchen counter

Ceiling : Ready to Paint

Counter : Granite slab

Door and windows:

Shutter : Flush doors

Electrical : Modular switches and copper wiring

IV. Toilets

Flooring : Ceramic tiles

Wall : Ceramic Tiles upto 7 (seven) feet height

Ceiling : Ready to Paint

Door:

Shutter : Flush doors

Sanitary ware & CP : Standard Sanitary Ware and CP Fittings

V. Utility

Flooring : Anti-skid tiles

Wall : Ready to Paint

Ceiling : Ready to Paint

VI. Balcony

Flooring : Anti skid tiles



DISTRICT SUB REGISTRAR, HI
SOUTH 21 PGS ALIPORE
22 APR 2021

Wall : Painted to match the exterior elevation

Ceiling : Painted with lights installed

Door:

Frame with shutter : UPVC/ Powder coated aluminum type

Windows/Glazing : Aluminum/ UPVC

Railing : MS Railing designed to match the exterior

VII. Stairs

Main stairs : Kota stones

Service stairs : Kota stones

VIII. Additional Facility

Intercom system : Apartment to apartment and all service areas

Security system : CCTV camera surveillance

IX. Power back up:

For common areas only



~~DISTRICT SUB REGISTRAR - III~~
~~SOUTH 74 PGS, ALIPORE~~
20 APR 2021

IN WITNESS WHEREOF the Parties hereto have set subscribed their respective hands on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the DEVELOPER at Kolkata

In the presence of :

1. *[Signature]*
Alipore Police Court
21-22

2. Ajit Naskar
1006, East Park Place
Kolkata-700105

PS GROUP REALTY PVT. LTD.
[Signature]
Director / Authorised Signatory

SIGNED, SEALED AND DELIVERED

by the OWNER at Kolkata

In the presence of :

1. *[Signature]*

2. Ajit Naskar

For Techno Infrastructure & Realty Limited
[Signature]
or

KISHOR KUMAR RAJGARIA

Prepared by me
[Signature]
BAPIDAS
Advocate
Alipore Police Court
Kolkata-700 027
Regd No -WB-613/2001



DISTRICT SUB REGISTRAR III
SOUTH-2 PGS. ALIPORE

27 APR 2021

MEMO OF CONSIDERATION

Received from the Developer the within mentioned sum of Rs. 1,00,00,000/- (Rupees One Crore only) towards refundable security Deposit as per the details mentioned hereinbelow:

Cheque No.	Date	Drawn on	Amount in (Rs.)	Favouring
001148	05/12/2020	ICICI Bank, R N Mukherjee Road Branch, Kolkata	1,00,00,000/-	TEXMACO INFRASTRUCTURE & HOLDINGS LIMITED

Witness:

1) *[Handwritten signature]*

2) *Ajit Nayak
1022, Em B7 Pass.
Kalt-720105*

For Texmaco: Infrastructure & Holdings Limited












[Handwritten signature]
CFO

Signature of the Owner

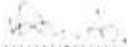
KISHOR KUMAR RAJGARIA














DISTRICT SUB REGISTRAR III
SOUTH 24 PGS., ALIPORE
22 APR 2021

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					



Name KISHOR KUMAR PATNAIK

Signature 

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name JITENDRA KUMAR SINGH

Signature 

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name BAPI DAS

Signature 



DISTRICT SUB REGISTRAR - III
SOUTH 24 PGS., ALIPORE
23 APR 2021

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

TEXMACO INFRASTRUCTURE &
HOLDINGS LIMITED

04/08/1939

Permanent Account Number

AABCT0814B

07062012



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

ADHPR7377P



नाम / Name
KISHOR KUMAR RAJGARIA

पिता का नाम / Father's name
MAHABIR PRASAD RAJGARIA



जन्म की तारीख / Date of Birth
18/01/1969

A PAN Application Digitally Signed. Card No. 1044 (Series) (Previous) Issue

25062017



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AABCP5390E

नाम / Name
PS GROUP REALTY PRIVATE
LIMITED

दिनांक / मंजूर की तिथि
Date of Incorporation / Registration
02/08/1988

101/2017



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SURENDRA KUMAR DUGAR

JHUMARMAL DUGAR

11/01/1960

Permanent Account Number

ACUPD1317K

Signature



26022005

इस कार्ड के खो जाने पर / खोया हुआ कार्ड मिलने पर
कृपया सूचित करें / लौटायें :
आयकर पैन सेवा इकाई, एन एस डी एल
ग्रीसरी मंजिल, ट्रेड वर्ल्ड, ए विंग, कमला मिल्स कंपाउंड
एस. बी. मार्ग, लोअर परेल, मुंबई - 400 013.

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

Income Tax PAN Services Unit, NSDL
3rd Floor, Trade World, A Wing,
Kamala Mills Compound,
S. B. Marg, Lower Parel, Mumbai - 400 013.

Tel: 91-22-2499 4650, Fax: 91-22-2495 0664,
mail: tininfo@nsdl.co.in





ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD

KNH6583660



নির্বাচকের নাম : বপি ডাস

Elector's Name : Bapi Das

পিতার নাম : সুনীল ডাস

Father's Name : Sunil Das

লিঙ্গ/Sex : পুং / M

জন্ম তারিখ : 24/11/1974

Date of Birth

KNH6583660

ঠিকানা:

127 শরৎ গার্ডেন রোড, প্রে. নং
১২৩ ১৩০০১, কলকাতা মিউনিসিপাল
কর্পোরেশন, কাসবা, কলকাতা-700031

Address:

127 SARAT GHOSH GARDEN ROAD, PR. NO
120 1306 KMC, KASBA, KOLKATA-700031

Date: 26/11/2019

149 কাসবা নির্বাচন কেন্দ্রের নির্বাচক নিবন্ধন
আধিকারিকের স্বাক্ষরের অনুকৃতি

Facsimile Signature of the Electoral
Registration Officer for

149 - Kasba Constituency

ঠিকানা পরিবর্তন হলে নতুন ঠিকানায় ভোটার লিষ্টে নাম
তোলা ও একই বছরের লভন সচিত্র পরিচয়পত্র পাওয়ার
জন্য নির্দিষ্ট ফর্ম এই পরিচয়পত্রের নম্বরটি উল্লেখ করুন।

In case of change in address mention this Card No.
in the relevant form for including your name in the
roll at the changed address and to obtain the card
with same number.

146 / 132

Major Information of the Deed

Deed No :	I-1603-03633/2021	Date of Registration	23/04/2021
Query No / Year	1603-2000810727/2021	Office where deed is registered	
Query Date	19/04/2021 8:42:42 PM	1603-2000810727/2021	
Applicant Name, Address & Other Details	Bapi Das Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9836980696, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,00,000/-]		
Set Forth value	Market Value		
	Rs. 65,53,76,660/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,121/- (Article:48(g))	Rs. 1,00,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Entaly, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Radhanath Chowdhury Road, Road Zone : (R. N. Chowdhury -- Rest Portion) , , Premises No: 17, , Ward No: 056 Pin Code : 700015

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	6 Bigha 17 Katha 6 Chatak 3 Sq Ft		54,95,16,661/-	Property is on Road

District: South 24-Parganas, P.S:- Entaly, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Radhanath Chowdhury Road, Road Zone : (R. N. Chowdhury -- Rest Portion) , , Premises No: 18, , Ward No: 056 Pin Code : 700015

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	(RS :-)		Bastu	13.34 Katha		5,33,59,999/-	Property is on Road
Grand Total :				248.6866Dec	0 /-	6028,76,660 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	70000 Sq Ft.	0/-	5,25,00,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 70000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		70000 sq ft	0 /-	525,00,000 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	TEXMACO INFRASTRUCTURE & HOLDINGS LIMITED BELGHARIA, P O- BELGHARIA, P S- Belghoria, District:-North 24-Parganas, West Bengal, India, PIN - 700056 , PAN No.:: AAxxxxxx4B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	P S GROUP REALTY PRIVATE LIMITED 1002, E M BYPASS, P O:- DHAPA, P S:- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN - 700105 , PAN No.:: AAxxxxxx0E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Mr K K RAJGARIA Son of Late M P RAJGARIA T-113A, TEGHARIA MAIN ROAD, P.O - HATIARA, P.S:- Baguiati, District:- North 24-Parganas, West Bengal, India, PIN - 700157, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , PAN No.:: ADxxxxxx7P,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : TEXMACO INFRASTRUCTURE & HOLDINGS LIMITED (as CHIEF FINANCIAL OFFICER)
2	Mr SURENDRA KUMAR DUGAR (Presentant) Son of Late J M DUGAR 2B, DOVER ROAD, P.O - BALLYGUNGE, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx7K,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : P S GROUP REALTY PRIVATE LIMITED

Identifier Details :

Name	Photo	Finger Print	Signature
Mr BAPI DAS Son of Late SUNIL DAS ALIPORE POLICE COURT, P O- ALIPORE, P S - Alipore, District:-South 24 -Parganas, West Bengal, India, PIN - 700027			

Identifier Of Mr K K RAJGARIA, Mr SURENDRA KUMAR DUGAR

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	TEXMACO INFRASTRUCTURE & HOLDINGS LIMITED	P S GROUP REALTY PRIVATE LIMITED-226.676 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	TEXMACO INFRASTRUCTURE & HOLDINGS LIMITED	P S GROUP REALTY PRIVATE LIMITED-22.011 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	TEXMACO INFRASTRUCTURE & HOLDINGS LIMITED	P S GROUP REALTY PRIVATE LIMITED-70000.00000000 Sq Ft

Endorsement For Deed Number : I - 160303633 / 2021

On 22-04-2021

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

Presented for registration at 17:10 hrs on 22-04-2021, at the Private residence by Mr SURENDRA KUMAR DUGAR

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 65,53,76,660/-

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

Execution is admitted on 22-04-2021 by Mr K K RAJGARIA, CHIEF FINANCIAL OFFICER, TEXMACO INFRASTRUCTURE & HOLDINGS LIMITED, BELGHARIA, P.O.- BELGHARIA, P.S.- Belghoria, District-North 24-Parganas, West Bengal, India, PIN - 700056

Identified by Mr BAPI DAS, . . Son of Late SUNIL DAS, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 22-04-2021 by Mr SURENDRA KUMAR DUGAR,

Identified by Mr BAPI DAS, . . Son of Late SUNIL DAS, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 23-04-2021

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,00,053/- (B = Rs 1,00,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 1,00,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 21/04/2021 3:57PM with Govt. Ref. No: 192021220005843271 on 21-04-2021, Amount Rs: 1,00,021/-,
Bank: Indian Bank (IDIB000C001), Ref. No. IB21042021009877 on 21-04-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

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

Description of Stamp

1. Stamp Type: Impressed, Serial no AE6943, Amount: Rs.100/-. Date of Purchase: 20/01/2021, Vendor name: Mousumi Ghosh

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/04/2021 3:57PM with Govt. Ref. No: 192021220005843271 on 21-04-2021, Amount Rs: 75,021/-, Bank: Indian Bank (IDIB000C001), Ref. No. IB21042021009877 on 21-04-2021, Head of Account 0030-02-103-003-02



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2021, Page from 110018 to 110082

being No 160303633 for the year 2021.



Digitally signed by DEBASISH DHAR
Date: 2021.05.07 13:43:03 +05:30
Reason: Digital Signing of Deed.

Dhar

(Debasish Dhar) 2021/05/07 01:43:03 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

PS GROUP REALTY PVT. LTD.
[Signature]
Director / Authorised Signatory

(This document is digitally signed.)