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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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It is certified that the document is submitted for registration, the signature sheets and the endorsement sheets attached with the document are part of this document.

District Sub-Registrar  
Registrar S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas  
= 1 MAY 2018

*[Handwritten signature]*

**DEVELOPMENT AGREEMENT**

**THIS JOINT DEVELOPMENT AGREEMENT** is made on this 7<sup>th</sup> day  
of May, Two Thousand and Eighteen

**-BETWEEN-**

109468

SANJIB NATH  
ADVOCATE  
High Court, Calcutta

19 JAN 2018  
SUPANJAN MURHERJEE  
Licensed Stamp Vendor  
C. C. Court  
2 & 3, K. S. Roy Road, Kol-1

Any human



1265

19 JAN 2018  
19 JAN 2018

EDEN REALTY VENTURES PVT. LTD.

Any human

Director



1264

District Sub-Registrar-1  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas  
27 MAY 2018

Development Corporation Pvt. Ltd.

Sanjiv Kumar Debbarh

Director/Authorised Signatory

WOODLAND COMPLEX PVT. LTD.

Sanjiv Kumar Debbarh

Director/Authorised Signatory



Identified by me.

Milhem Saha

10 Sri-Ralam Saha

51 Old Post-Office Street

Kolkata - 700004

P. O. G. P. O. P. S. Han - Street

Occupations - Service

1. **Development Corporation Private Limited [PAN AABCD0747K]**, a company incorporated under the Companies Act, 1956, having its registered office at Village Khastheka, Bishnupur, Pathatberia, Jaychandrapur, South 24 Parganas, PIN-743503, Police Station Bishnupur, Post Office Bishnupur and corporate office at 2, Rowland Road, Post Office Lala Lajpat Rai Sarani, Kolkata-700020, Police Station Ballygunge (previously 18/2, Vidyasagar Street, Post Office Raja Ram Mohan Sarani, Police Station Amherst Street, Kolkata-700009), represented through its Authorised Signatory, **Mr. Sanjiv Kumar Dabriwal (PAN ADEPD7510M)**, son of Dwarka Prasad Dabriwal, residing at 2, Rowland Road, Post Office Lala Lajpat Rai Sarani, Kolkata-700020, Police Station Ballygunge, District South 24 Parganas
  
2. **Woodland Complex Private Limited [PAN AAACW2389K]**, a company incorporated under the Companies Act, 1956, having its registered office at Village Khastheka, Bishnupur, Pathatberia, Jaychandrapur, South 24 Parganas, PIN-743503, Police Station Bishnupur, Post Office Bishnupur and corporate office at 2, Rowland Road, Post Office Lala Lajpat Rai Sarani, Kolkata-700020, Police Station Ballygunge (previously at 2, Rowland Road, Post Office Lala Lajpat Rai Sarani, Kolkata-700020, Police Station Ballygunge), represented through its Authorized Signatory, **Mr. Sanjiv Dabriwal (PAN ADEPD7510M)**, son of Dwarka Prasad Dabriwal, residing at 2, Rowland Road, Post Office Lala Lajpat Rai Sarani, Kolkata-700020, Police Station Ballygunge, District South 24 Parganas (hereinafter collectively called "**the Owners**", (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include their heirs, executors, successors, legal representatives, nominees and/or successors-in-interest)

**And**

3. **Eden Realty Ventures Private Limited, [PAN AAACL9697H]**, a Company incorporated under the Companies Act, 1956, having its registered office at Metropolitan Building, 7, Jawahar Lal Nehru Road, Post Office Dharmatala, Police Station New Market, Kolkata-700013, represented by its Director, **Sri Arya Sumant (PAN BYMPS8656P)**, son of Sri Sachchidanand Rai, residing at Flat No. 7, 3<sup>rd</sup> Floor, 13, Loudon Street, National Court Circus Avenue, Post Office Circus Avenue, Police Station Shakespeare Sarani, Kolkata-700017, hereinafter referred to as the "**Developer**", (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, legal representatives, nominees, successor or successors in office) of the **OTHER PART**:



District Sub-Registrar-1  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas

**7 MAY 2018**

**W H E R E A S:**

A. Development Corporation Pvt. Ltd. and Woodland Complex Pvt. Ltd., the Owners herein, are the recorded owners in respect of **All That** the pieces or parcels of Plots of Land containing by measurement an area of **445.57 Decimal (Satak)** be the same a little more or less together with buildings and other structures whatsoever lying erected and/or built thereat situated lying at and comprised in C.S./R.S. Dag Nos. 478, 483, 484, 485, 486, 487, 488, 489, 491, 492, 507, 508, 509, 510, 511, 710, 477, 479 and 493, corresponding L.R. Dag Nos. 484, 489, 490, 491, 492, 493, 494, 495, 497, 498, 513, 514, 515, 516, 517, 727, 483, 485 and 499, at *Mouza Bhasa*, J.L. no 20, in L.R. *Khatian* Nos. 1466 and 1467, P.S. Bishnupur, under Purba Bishnupur Gram Panchayat, Bishnupur I - Development Block, in the District of South 24 Parganas, West Bengal, more fully described in the **First Schedule** hereunder written (hereinafter referred to as the "**Said Premises**"), by virtue of several Indenture of Conveyance registered at Sub-Registrar, Bishnupur, recorded in Book No. I, as per the table hereinbelow;

Sl. No.	OWNER	PURCHASE FROM	DEED NO	DATED	R.S DAG NO.	L.R DAG NO	AREA OF LAND (SATAKS)	VOLUME NO	PAGES NOS
1	WOODLAND COMPLEX PVT LTD	SRI PARIMAL SAMANTA	3556	8/16/1994	487	493	17	39	101-108
2	WOODLAND COMPLEX PVT LTD	SK. NABI HOSSAIN	3554	8/16/1994	493	499	10	39	85-92
3	WOODLAND COMPLEX PVT LTD	KUMAR GROUPS PVT LTD	1160	3/2/1988	477	483	14.09	15	181-198
					479	485	14.48		
4	DEVELOPMENT CORPORATION PVT LTD	KUMAR GROUPS PVT LTD	1161	3/2/1988	478	484	27	15	199-216
					483	489	38		
					484	490	17		
					485	491	23		
					486	492	24		
					488	494	7		
					489	495	27		
					491	497	16		
					492	498	12		
					507	513	21		
					508	514	26		
					509	515	27		
					510	516	10		
					511	517	12		



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5	DEVELOPMENT CORPORATION PVT LTD	AMULYA CHARAN RONG	5541	8/16/1986	487	493	33	67	123-129
6	DEVELOPMENT CORPORATION PVT LTD	SANATAN MONDAL	5525	8/16/1986	710	727	17	67	15-22
7	DEVELOPMENT CORPORATION PVT LTD	SURENDRA NATH SARDAR, LAKSHMAN CHANDRA SARDAR, BHARAT CHANDRA SARDAR, PRAFULLA CHANDRA SARDAR, GAJEN SARDAR	5540	8/16/1986	486	492	11.5	67	115-122
8	DEVELOPMENT CORPORATION PVT LTD	MANICK BHOWMICK	5534	8/16/1986	485	491	23	67	75-83
9	DEVELOPMENT CORPORATION PVT LTD	PARIMAL SAMANTA	3555	8/16/1994	487	493	17	39	93-100
<b>Total Land Area Purchased ( In Sataks)</b>							<b>444.07</b>		
<b>Total Land Area Mutated (in Sataks)</b>							<b>445.57</b>		

- B. The Owners after obtaining the mutation of the Said Premises have duly applied before the Additional District And District Land And Land Reforms Officer, Alipore, South 24 Parganas for conversion of the nature of land comprised in the Said Premises from *sali, danga* etc. to *Bastu/Commercial* and vide Order dated 11.03.2014 bearing Memo No. 57(C)/1/1271/P/14, and vide another Order dated 04.04.2014 bearing Memo No. 57(C)/24/2202/P/14, the Collector was pleased to grant the application u/s 4C of West Bengal Land Reforms Act, 1955 to be read with rule 5 (a) of West Bengal Land Reforms Rules, 1965.
- C. Subsequently, the Owners herein have also applied and obtained necessary No Objection Certificate from the Competent Authority and Sub-Divisional Officer, Alipore, *Sadar*, 24 Parganas(S) for development and construction of Housing Complex at or upon the land comprised in the "Said Premises" vide Memo No.5131/ULC/Alip/2015 dated 17.12.2015 and Memo No.5340/ULC/Alip/2016 dated 02.02.2016 under the provisions of the Urban Land (Ceiling & Regulations) Act, 1976. The Office of the Competent Authority under the Urban Land (Ceiling And Regulation) Act, 1976 has also confirmed that no part or portion of the Said Premises is vested or under any vesting proceeding under the Urban Land (Ceiling & Regulation) Act, 1976.

- D. The Developer herein on being approached and requested by the Owners and also relying on the various representations and assurances given by the Owners with respect to the marketable title of the Said Premises, has agreed to undertake and carry out development of the Said Premises, morefully described in the **1<sup>st</sup> Schedule** hereunder written hereunder and it has been decided and agreed by the Parties that, the Developer shall develop the Said Premises by constructing a ready to use residential cum commercial building/s (**Project**) comprising of various units, flats, etc. capable of being held and enjoyed independently, on the agreed terms and conditions.
- E. The Parties hereto have agreed to record in writing the various terms and conditions for Joint Development of the "Said Premises" and construction of the proposed Project at or upon the land comprised therein as hereinafter contained.

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

1. **DEFINITIONS:** In these presents, unless it be contrary or repugnant to the subject or context, the under mentioned terms or expressions shall have meanings as follows: -
  - 1.1 "**Applicable Law**" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;
  - 1.2 "**Approvals**" shall mean and include any approvals, authorizations, permissions, no objection certificates, clearances, permits, sanctions, licenses, etc., in any form, whatsoever, including all renewals, revalidations, rectifications, revisions thereof and irrespective of its nomenclature which may be required under any Applicable Law from any Government Authority for sanction of Plans, construction, development, ownership, management, operation, implementation and completion of the Project, including any Completion Certificate and any Occupancy Certificate;
  - 1.3 "**Association**" shall mean any association, syndicate, committee, body, society or company which would comprise one representative from each Units of the Complex as its members and which shall be formed or incorporated at the instance of the Developer for the Common Purposes with such rules and



regulations as shall be framed by the Developer for the purpose of common use and enjoyment of the Common Areas, Installations and Facilities and otherwise;

- 1.4 **"Owners"** shall mean and include **Development Corporation Pvt. Ltd.** and **Woodland Complex Pvt. Ltd.** and its successor or successors in interest and/or successors in office.
- 1.5 **"Developer"** shall mean and include **Eden Realty Ventures Private Limited**, and its successor or successors in interest and/or successors-in-office.
- 1.6 **"Said Premises"** shall mean and include **All That** the pieces or parcels of **Plot of Land** containing by measurement an area of **445.57 Decimal/ Satak** be the same a little more or less together with buildings and other structures whatsoever lying erected and/or built thereat situated lying at and comprised in C.S./R.S. Dag Nos. 478, 483, 484, 485, 486, 487, 488, 489, 491, 492, 507, 508, 509, 510, 511, 710, 477, 479 and 493, corresponding L.R. Dag Nos. 484, 489, 490, 491, 492, 493, 494, 495, 497, 498, 513, 514, 515, 516, 517, 727, 483, 485 and 499, at *Mouza Bhasa*, J.L. no 20, under L.R. Khatian Nos. 1466 and 1467, P.S. – Bishnupur, under Purba Bishnupur Gram Panchayat, Bishnupur I Development Block, in the District of South 24 Parganas, West Bengal, more fully described in the **First Schedule** hereunder written. The same shown and delineated in RED borders in the map or plan marked **"X"** annexed hereto.
- 1.7 **"Project"** shall mean and include buildings consisting of residential Flats, parking spaces and commercial spaces to be constructed at or upon Land comprised in the "Said Premises" as per the sanctioned plan to be issued and/or approved by the competent authority and as per the Building Rules.
- 1.8 **"Units"** shall mean and include the Flats (shall mean and include independent housing units with separate facilities for living, cooking and sanitary requirements, distinctly separated from other residential units within a building, which is directly accessible from an outer door or through an interior door in a shared hallway and not by walking through the living space of another household), Commercial Units and Car parking Spaces, which would be available for independent use and occupation at the said Project.
- 1.9 **"Carpet Area"** of the Units mean and include the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area

covered by the internal partition walls of the apartment and the same subject to amendment as per the local municipal body and the prevailing state government statutes.

- 1.10 "**Commercial Units**" shall mean and include shops, show rooms, offices and other spaces meant for commercial use and the same in aggregate containing area not exceeding 3 (three) percent of the total carpet area of the Project.
- 1.11 "**Car Parking Spaces**" shall mean and include car parking spaces both covered and open of the Project.
- 1.12 "**Development Work**" shall mean and include development of the "said Premises" comprised therein and construction of the proposed Project thereat by the Developer as per the Sanctioned Plan and also as per the Municipal laws and the Building Rules.
- 1.13 "**Sanctioned Plan**" shall mean and include the building Plan which shall be sanctioned and/or approved by the competent authority as also all other concerned government authorities for construction in one or more phases in respect of the proposed Project as also include the renewed, revised and/or modified and/or other Plans, elevations, designs, maps, drawings and other specifications.
- 1.14 "**Common Parts**" shall mean and include the common parts and areas of the Project including entrances, corridors, lobbies, landings, stairs, paths, passages, ways, roof top solar power installation, underground and overhead water reservoirs, water pipes, water Pump and motor, Lifts, Lift well, Lift machine rooms and the sewerage and drainage connection pipes and other common areas, and spaces as may be meant for the common use and the same for the beneficial use and enjoyment of the units at the Project but shall not include the roof and the open spaces on the Ground floor level of the Project which are not identified as Common Areas by the Developer.
- 1.15 "**Owners' Allocation**" shall mean and include **25% (twenty-five) percent** of the Total Sale Proceeds, defined below, of the Units comprised in the Project as per the provisions contained in **clause no. 14.1** hereunder and also the Unsold Units, separately allocated to the Owners as per the provisions contained in **clause no. 14.7** hereto.
- 1.16 "**Developer's Allocation**" shall mean and include the **75% (seventy-five) percent** of the Total Sale Proceeds, defined below, of the Units comprised in the Project as per the provisions contained in **clause no. 14.2** hereunder and also the Flats and

Commercial Units and other Saleable spaces separately allocated to the Developer as per the provisions contained in **clause no. 14.7** hereto.

- 1.17 **"Total Sale Proceeds"** shall mean and include the amounts as may be received, realised and/or collected by the Developer from the intending buyers towards consideration against "Flats", "Commercial Units" and car parking spaces etc. including but not limited to preferred location charges, floor escalation charges nomination/cancellation charges, which will be tendered by the intending buyer/s either in part or full, as applicable, excluding the **excluded receipts** specifically mentioned in **clause no. 14.4** hereunder.
- 1.18 **"Escrow Bank Account"** shall mean the Bank Account to be jointly opened by the Owners and the Developer as provided in *clause 15* hereunder.
- 1.19 **"Architect"** shall mean the Architect/s who may be retained and/or appointed by the Developer for designing and planning of the said development work as also for supervising the carrying out of the said development work and construction of the proposed Project as per the sanctioned plan as also the Municipal laws and the Building Rules.
- 1.20 **"BUYERS"** shall mean and include the intending Buyers/ Transferees of flats, commercial units and other saleable spaces, at the Project.
- 1.21 **"COMPETENT AUTHORITY"** shall mean and include the Municipality/*Gram Panchayat* as also any other authorities empowered to approve and/or sanction the building plan by or under any law for the time being in force. And shall also include all other authorities as applicable for completion of the Project.
- 1.22 **"Development Rights"** shall mean the right, power, entitlement, authority, sanction and permission of or being hereby granted to the Developer to:
- (i) enter upon and take permissive possession of the Said Premises from the Owners for the purpose of development and construction of the Project/Complex thereon in accordance with the terms of this Agreement;
  - (ii) appoint, employ or engage Architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry

out the development and construction of the Project/Complex in accordance with the Approvals;

- (iii) to carry out all the infrastructure and related works / constructions for the Complex, including water storage facilities, water mains, sewage lines, septic tank, storm water drains, recreation garden, electrical sub-stations and all other common areas and facilities for the total built-up area to be constructed on the Said Premises as may be required by the Architects of the Project in view of any Approvals, layout plan, or order of any Governmental Authority;
- (iv) to launch the Project for booking and receive advances and all other receivables including deposits for sale and transfer or otherwise of all Units and/or saleable areas in the Project/Complex and the Said Premises from the intending purchasers and transferees and to exercise full, exclusive and irrevocable marketing, leasing, licensing and sale rights in respect of all Units and/or saleable areas and related undivided interests in the Said Premises and for that purpose to issue application kits, brochures, allotment letters, provisional allotment letters and other communications and also to enter into agreements of transfer with all intending purchasers in respect of all Units and/or saleable areas in the Project/Complex and the Said Premises, to receive all receivables and proceeds as per the terms therein, give receipts and discharges therefor and transfer ownership, possession, use or occupation of all Units and/or saleable areas comprised in the Project to the respective intending purchasers / transferees;
- (v) Execute all necessary, legal and statutory writings, agreements and documentations including the declarations, affidavits and/or gift deeds for sanction of Plans, licensing or sale of all Units and/or saleable areas as envisaged herein and appear, admit execution of and present for registration before the jurisdictional Registrar or Sub-Registrar the documents for the same;
- (vi) manage the Project and the Common Areas, Installations and Facilities constructed upon the Said Premises and also to form the Association and thereafter, to transfer / assign such right of maintenance to the Association and to retain

all benefits, consideration etc. accruing from such maintenance of the Project in trust for the Association and handover the same to the Association;

(vii) apply for and obtain any Approvals in its name or in the name of the Owners, as the case may be, including any temporary connections of water, electricity, drainage, sewerage and any other connection in the name of the Owners for the purpose of development and construction of the Project;

(viii) generally any and all other acts, deeds and things incidental or ancillary for the development of the Complex as more elaborately stated in this Agreement;

1.23 "**Force Majeure**" shall mean any event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any acts, omission, breach or violation by such Party or any of its obligations under this Agreement but which arises from, or is attributable to acts of God, natural calamities, accidents, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightning, cyclone, typhoon, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder or other industrial action, strike, terrorist action, civil commotion, delays due to political unrest, municipal, general or other elections, any legislation, regulation, ruling or omissions (including delay or failure to grant any necessary permission or sanctions for reasons outside the control of either Party) or any Government or Court Order;

## **2 INTERPRETATIONS:**

2.1 Any reference to statute shall include any statutory extension or modification and the re-enactment of such statute and the rules, regulations or orders made there under.

2.2 Any covenant by the Developer and/or the Owners not to do or commit any acts deed or thing shall mean and include their respective obligations not to permit such act or thing to be done or committed.

- 2.3 Reference to recitals, articles, clauses and the schedules shall be deemed to be reference for those in this Agreement.
- 2.4 The paragraph headings used in this Agreement are for convenience only and shall form part of this Agreement but not control the construction or interpretation of the clauses under the headings.
- 2.5 The recitals and the schedule and any other document referred to in this Agreement by reference shall form integral part of the Agreement.
- 2.6 In this Agreement, unless the context otherwise requires, any reference to words importing singular shall include the plural and vice versa and the words importing a gender shall include every gender and the references to persons shall include bodies corporate and unincorporated.

### **3 PURPOSE, APPOINTMENT AND DATE OF COMMENCEMENT**

#### **3.1 Purpose**

- 3.1.1 This Agreement is to set forth the terms and conditions with respect to and pertaining to the grant of the Development Rights by the Owners with respect to the Said Premises in favour of the Developer, the nature of the Project to be developed and completed by the Developer and the respective rights and obligations of the Parties.
- 3.1.2 The Parties shall extend all cooperation to each other and do all such acts and deeds that may be required to give effect to and accomplish the purposes of this Agreement.
- 3.1.3 If, for any reason whatsoever, any term contained in this Agreement cannot be performed or fulfilled, then save and except any other rights the Parties respectively may have against the other under this Agreement or in law, the Parties shall meet explore and agree to any alternative solutions depending upon the changed circumstances, but keeping in view the spirit and objectives of this Agreement.
- 3.2 **Appointment:** The Parties hereby accept all other terms and conditions concomitant thereto including those mentioned in this Agreement. Pursuant to and in furtherance of the aforesaid confirmations, the Owners hereby appoint the Developer as the Developer of the Said Premises with right to execute the Project

and the Developer hereby accepts the said appointment by the Owners.

- 3.3 **Commencement:** This Agreement shall be deemed to have commenced on and with effect from the date of execution hereof and shall remain valid and binding till the completion of the Project (which shall mean and include development of the Said Premises by constructing ready to use building/s, complex comprising of various independent flats, units, car parking spaces, in habitable and useable condition) and also till the commercial exploitation of the Project either in full or as to be decided by and between the Parties, and as stated hereinafter.

4 **MUTUAL COVENANTS:**

- 4.1 The Owners and the Developer jointly and severally represent and covenant with each other as follows:
- (a) The Parties are competent and have undisputed authority to enter into this Agreement and both the Owners and Developer are competent to perform their respective obligations hereunder.
  - (b) This Agreement constitutes valid, legally binding and enforceable obligations;
  - (c) Both the Owners and the Developer shall take such further steps and do or commit such further acts, and also execute and deliver such further instruments and documents, and generally to do all such other things as may be reasonably necessary to accomplish the Development of the Said Premises in such manner as contemplated in this Agreement; and
  - (d) The execution and/or performance of this Agreement will not conflict with or cause a breach of or constitute a default under any judgment, injunction, order, decree or any agreement or other instrument binding upon the Owners and/or the Developer. In other words the mutual obligations and covenants as envisaged in this Agreement shall remain valid, undisturbed, binding on both the Parties, unless either of the Party is barred by any Order, Decree, Judgement of any court of competent jurisdiction which directly or in directly affect the Said Premises and/or this Agreement.

- 5 **OWNERS' REPRESENTATIONS:** The Owners declare and confirm to have made the under-mentioned various representations and assurances to the Developer.
- 5.1 The Owners are the joint and absolute owners in respect of the "Said Premises", more fully described in the **First Schedule** hereunder written.
- 5.2 The "Said Premises" are free from all encumbrances, mortgages, charges, *liens*, *lispendens*, claims, demands, liabilities, attachments, leases, tenancies, debutter, wakf and trusts whatsoever created made done or suffered by the Owners or Owners' predecessors-in-title.
- 5.3 The Owners have full power and absolute authority to enter into the instant Development Agreement as also to entrust the Developer for the development of the "Said Premises" and that there are no bar or restrain order of any Court of Law nor any other impediment of any nature for the Owners to entrust the development of the "Said Premises" to the Developer as per the terms herein recorded.
- 5.4 The Owners have not entered into any other Agreement and/or Arrangement and/or Understanding with any other person or party for sale and/or development or otherwise disposal of the "Said Premises" which is subsisting on the date of execution hereof.
- 5.5 The Land Revenue, municipal taxes/ panchayet taxes and all other rates, taxes and outgoings whatsoever on account and in respect of the "Said Premises" and the land comprised therein, have been paid up to date by the Owners and that in case of any amount being found to be lawfully due and payable on account of such rates and taxes for the period up to the date of this Agreement the Owners herein shall pay the same and in this regard. The Developer herein shall also be at liberty to pay the same in the name and on behalf of the Owners, subject to the term that the Owners shall pay and/or reimburse the same to the Developer for the period it is liable in terms of this Agreement.
- 5.6 The "Said Premises" are not affected by any acquisition or requisition proceeding nor is the same subject to any covenant, restriction, stipulation, easement or reservation or other such right, which may adversely affect the "Said Premises" and/or the development thereof.
- 5.7 The "Said Premises" are not adversely affected by any notice or proceeding under the provisions of the West Bengal Estates Acquisition Act 1953 and/or the West Bengal Land Reforms Act



1955 and/or the West Bengal Urban Land (Ceiling & Regulation) Act 1976.

- 5.8 There are no subsisting agreement or arrangement entered into by the Owners concerning sale, mortgage, lease, tenancy or otherwise transfer of the "Said Premises" or any part thereof nor is there subsisting any dealing of the Owners with the same in any manner whatsoever;
- 5.9 The "Said Premises" and/or the land comprised therein is not adversely affected by any provision of the West Bengal Estates Acquisition Act, 1953.
- 5.10 The classification of the Land comprised in the "Said Premises" have duly been changed for use of the same for Bastu/ Commercial as per order dated 11.03.2014 and 04.04.2014, passed by the Collector u/s 4C of West Bengal Land Reforms Act and District Land & Land Reforms Officer.
- 5.11 The Competent Authority has issued no objection for development and construction of Project at or upon, the land comprised in the "Said Premises" under the provisions of the Urban Land (Ceiling & Regulations) Act, 1976.

**6. DEVELOPER'S REPRESENTATIONS:**

- 6.1. The Developer has sufficient knowledge and expertise in the matter of development of immovable properties and construction of new buildings.
- 6.2. The Developer has sufficient means of necessary finance for carrying out the development of the "Said Premises" and/or construction of the said Project thereat.
- 6.3. The Developer shall carry out and complete the development in respect of the "Said Premises" and/or construction of the said Project in phases and the same strictly in accordance with the plan to be obtained/ sanction from and/or approved by the competent authority and the same as per the relevant Municipal Laws/ Panchayat Laws as may be applicable and building Rules relating to the development of immovable properties and/or construction of new Project and further strictly as per the provisions contained in these presents.

**7. DEVELOPMENT WORK:**

- 7.1. The Owners being desirous of development of the Said Premises has duly appointed and/or hereby appoints the Developer as the Developer and/or Builder and further entrusted to the Developer

herein the exclusive right to undertake and carry out development of the "Said Premises" and construction of the said Project thereat as per the sanctioned plan and on the terms and conditions herein recorded.

- 7.2. The Developer hereby accepts its appointment as the Builder and/or Developer in respect of the "Said Premises" and further agree to undertake and carryout the said project of development of the "Said Premises" and construction of the proposed Project as per the Sanctioned Plans thereat in the manner and within the time and on the terms and conditions herein recorded.
- 7.3. The Owners hereby agree to allow the Developer to undertake development of the "Said Premises" in accordance with the 'Sanctioned Plan'.
- 7.4. The Development contemplated in this Agreement is not in the nature of a Partnership or an Association of Persons as contemplated either under the Indian Partnership Act, 1932 or under the Income Tax Act, 1961 or an agency or a joint ownership or any other legal relationship between the party hereto except as specifically provided herein.
- 7.5. The Owners should be allowed uninterrupted and unhindered right to inspect the development without prior permission of the Developer during normal working hours.
- 7.6. It is hereby expressly agreed by and between the parties hereto that the possession of the "Said Premises" for development is not being given nor intended to be given to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act, 1882.
- 7.7. The Parties hereby declare and confirm that by virtue of the Developer entering upon the "Said Premises" for carrying out the works of development and construction, the same will not amount to taking over of possession of the "Said Premises" for development. It is expressly agreed and declared that juridical possession of the "Said Premises" for development shall vest in the Owners until such time the development is completed in all regards.

#### **8. DEVELOPER'S OBLIGATIONS/COVENANTS:**

- 8.1. In consideration of the premises aforesaid and subject to the provisions contained in these presents, the Developer hereby agrees and undertakes to carry out the Development Work of the "Said Premises" and/or construction of the said Project in one or

- more phases and the same in accordance with the sanctioned plans and as per the municipal/ *panchayet* laws and building rules and upon observing fulfilling and performing all the terms and conditions of this Agreement.
- 8.2. The Developer shall duly apply for and obtain necessary plans, duly sanctioned by the competent authority as also all necessary permissions, clearances, approvals and No objections from the competent authority and/or the concerned departments as may be required for carrying out and completing the development of the "Said Premises" and/or construction of the said Project in one or more phases as per provision of Municipal Laws. The Developer shall cause to be prepared the plans for construction of the Complex by causing and ensuring the consumption of maximum permissible Floor Area Ratio (FAR).
  - 8.3. The Developer shall also be responsible for soil testing, ground leveling, construction of boundary walls and construction of approach road to the project at its own costs.
  - 8.4. The Developer herein, shall be responsible to arrange all finances and/or funds and/or moneys as may from time to time be necessary or required for completing and/or carrying out development of the "Said Premises" and/or construction of the said Project and in this respect, the Owners shall not in any manner be liable or responsible.
  - 8.5. The Developer shall not require the Owners to provide finance for the project and/or to pay the costs of carrying out and/or completing the development of the "Said Premises" and/or construction of the proposed Project.
  - 8.6. The development of the "Said Premises" and/or construction of the said Project shall be made in one or more phases and the same complete in all respect including installation of lifts, electrical connection and fittings, water pumps, municipal water, sewerage and drainage connections, plumbing and sanitary fittings as also overhead and under-ground water reservoirs and all other common parts. All the Flats and Commercial Units in the said Project shall be made habitable in accordance with the agreed Specifications mentioned in the **Second Schedule** hereunder written.
  - 8.7. The development work and/or construction of the said Project shall be carried out and/or completed by use of standard building materials, sanitary and electrical fittings and the same as per the specifications mentioned in the **Second Schedule** hereunder

- written and also as may be approved and recommended by the Architect. In carrying out the construction of the said Project, the Developer shall use the steel and cement strictly as per the agreed Specifications and otherwise as per sizes and quality as may be recommended by the Architect. It is made clear that no sub-standard material shall be used for carrying out or completing the construction of the said Project.
- 8.8. The Developer herein shall solely be responsible for the structural stability of the building and for the soundness of the construction, and be liable for all claims and actions, which may arise due to deviation from the sanctioned plan and/or infringement or violation of the municipal/panchayet laws or other state laws and/or in respect of workmanship or quality of materials used and/or for any delay or default in respect of the construction and completion of the Project and/or for any delay or default pertaining to the Occupation Certificate and other clearances and permissions in respect of the Project.
- 8.9. The Developer shall keep the Owners indemnified and harmless against all third party claims and actions arising out of any act of commission or omission on the part of the Developer in relation to its obligations towards the development of the "Said Premises" and/or construction of the said Project.
- 8.10. The Developer shall duly apply for and obtain electricity, water, sewerage, drainage and other connections at the Project and shall also obtain necessary occupation certificate from the Municipality/Gram Panchayat as be required under the statutes.
- 8.11. The Developer herein shall, unless prevented by Force Majeure reasons, (a) carry out and complete the development of the "Said Premises" and construction of the Project and (b) obtain completion certificate from the Architect of the Project and also (c) apply for occupation certificate in respect of the project from the Municipality/ Gram Panchayet and/or the competent authority, all positively within **5 years** from the date of approval and/or sanction of the Plans in respect of the proposed building from the Competent Authority with a grace period of 12 (twelve) months (hereinafter referred to as the "**Project Completion Date**").
- 8.12. The Developer shall complete the construction work of the said Project within the period as contemplated in **Clause 8.11** hereinabove. In case the construction work is stopped owing to Force Majeure, the time so wasted will be excluded from the time limit of construction period.

- 8.13. The Developer herein shall not be considered to be liable for any default or breach of its obligations hereunder to the extent that the performance of such obligations are prevented by the existence of the force majeure causes. The obligations of the Developer shall remain suspended during the duration of the force majeure.
- 8.14. The Developer herein shall, notwithstanding anything to the contrary contained in this Agreement, solely be responsible for planning the project, development of the "Said Premises" and construction of the proposed Project, making publicity and marketing the project and also selling or otherwise disposing of the "Flats" and "Commercial Units" and also "other saleable spaces" of the Project and for management, maintenance and administration of the Project and its Common Parts until handing over to the Association and to observe, fulfill and perform all the terms and conditions hereof in connection therewith.

**9. OWNERS' OBLIGATIONS/COVENANTS**

- 9.1. The Owners herein shall bear and pay the land revenue, municipal taxes and all other rates, taxes and outgoings on account and in respect of the "Said Premises" till the date of execution of this Agreement.
- 9.2. The Owners shall maintain good and marketable title in respect of the "Said Premises" till the sale of the proportionate share in the "Said Premises" in favour of the intending buyers and further duly reply and comply with the reasonable requisitions as may from time to time be made by or on behalf of the intending buyers and/or bankers.
- 9.3. The Owners shall as per its obligation, render its best co-operation and assistance to the Developer in the matter of the Developer commencing, carrying out and completing the development of the "Said Premises" and/or construction of the said Project, as may from time to time be necessary or required.
- 9.4. The Owners shall not do nor permit anyone to do or commit any act deed matter or thing, which may in any manner cause obstruction and/or interference in the Developer carrying out and completing the development of the "Said Premises" and/or construction of the said Project by the Developer.
- 9.5. The Owners shall deposit the original Deeds to the Developer within 7 (seven) days of signing this Agreement. The Developer shall hold and keep the said original title deeds and documents in its custody as the capacity of escrow holder and shall give a valid

receipt against all original documents. All original deeds shall be handed over to the Association, upon formation or to the Owners in case of termination of this Development Agreement, whichever is applicable. However, the Developer shall be entitled to submit, produce all original documents before the bank and/or non-banking financial companies in order to facilitate financial accommodation in terms of **clause 17.1**. Pertinent to mention herein that, the Developer should intimate the Owners in writing before acting in terms of clause 17.1 herein.

- 9.6. The Owners shall sign, execute and deliver all necessary papers, applications, plans, sketches, maps, designs and other documents as may from time to time be prepared by the Developer in conformity of the terms and conditions hereof and required by the Developer for obtaining original Sanctioned Plan from the Competent Authority in the name of the Owners. The Owners shall render all sorts of reasonable co-operation to the Developer, as may be required by the Developer to complete the intending development work of the "Said Premises".
- 9.7. The Owners shall from time to time sign execute and deliver all applications, papers, documents and declarations as may be required to enable the Developer to apply for and obtain telephone, gas, electricity, internet, telex, sewerage, water, drainage connections and other public utility and essential services in or upon the said Project and/or as may be required for carrying out and/or completing the said development work and/or construction of the Project.
- 9.8. The Owners shall not be considered to be liable for any default or breach of its obligations hereunder to the extent that the performance of such obligations are prevented by the existence of the Force Majeure causes. The obligations of the Owners shall remain suspended during the duration of such Force Majeure.
- 9.9. It is further clarified that if any new clearances, certificates, no objection certificates, conversions, mutations etc., in respect of the "Said Premises" is required whether for the purpose of sanction or construction or anything relating thereto, the Developer shall obtain the same in the name of the Owners at the costs and expenses of the Developer.
- 9.10. However, if any existing clearances, certificates, no objection certificates, conversions, mutations already obtained by the Owners and provided to the Developer are found to be defective or unlawfully obtained, the Developer would apply for and obtain the same in the name and at the risk and cost of the Owners. Provided also that in the event of the existing clearance Certificates, No-

objection Certificates, Conversions and Mutations already obtained by the Owners are found to be defective or unlawful, should the Developer despite its efforts is not able to obtain such Clearance Certificates, No-objection Certificates, Conversions and Mutations, the Developer shall not in any manner be liable for the same.

#### **9.11. Powers and Authorities**

9.11.1. **Power of Attorney for Building Plans Sanction:** The Owners shall grant to the Developer and/or its nominees a Power of Attorney for the purpose of getting the Building Plans sanctioned / revalidated / modified / altered by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Building/s.

9.11.2. **Power of Attorney for Construction and Sale of Units:** The Owners shall also grant to the Developer and/or its nominees a Power of Attorney for construction of the Building/s Complex/ Project and booking and sale of all Units.

9.11.3. **Further Acts:** The Owners shall also from time to time grant further Power of Attorney in favour of the Developer and/or its nominee/s authorizing and/or empowering it/him/them to do all acts, deeds, matters and things, to carry out development of the "Said Premises" and construction of the Project in conformity with the terms and conditions of this Agreement. Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement including but not limited to the documents as required for obtaining financial accommodation from any bank and/or financial institution.

9.12. The Owners herein shall not in any manner encumber, sell or otherwise deal with the "said Premises" and/or the "said Plots of Land" nor part with possession of the "said Plots of Land", in any manner whatsoever. This will not however prevent the Owners to deal with the "Owners' Allocation" in terms hereof.

#### **10. CONSTRUCTION WORK:**

10.1. The construction of the said Project shall be strictly as per the Municipal Laws and/or the Building rules, regulations and byelaws framed there under and the same strictly in accordance

- with the sanctioned plan. In this respect, the Developer shall keep the Owners absolutely indemnified and harmless against all actions claims and demands whatsoever as may be made due to construction of the said Project and/or any accident or untoward incident arising at the site due to construction and/or the said development work being in deviation from the sanctioned plans and/or in violation of the Municipal/ Panchayet Laws and/or the Rules, regulations and bye-laws there under.
- 10.2. The Developer herein shall appoint and employ such masons, mistries, managers, supervisors and other employees for carrying out the said development work and/or construction of the said Project as the Developer shall think proper. In this respect, it is made clear that the Developer herein shall solely be responsible and/or liable for payment of salaries, wages, and/or remuneration of the masons, mistries, supervisors, chowkidars and durwans as also other staff and employees, who may be appointed and/or employed by the Developer for carrying out the said development work and/or construction of the Project and to comply with all applicable laws connected therewith and in this respect, the Owners shall not in any manner be responsible.
- 10.3. The Developer herein shall appoint the Architect at its discretion, as also retain and appoint Engineer and Contractor for carrying out of the said development work and/or construction of the Project, as the Developer shall think proper. The payment of all remunerations and/or fees of the Architects, Engineers and Contractors as may be so appointed shall be incurred and paid by the Developer and in this respect the Owners shall not in any manner be liable.
- 10.4. The works of development of the "Said Premises" and/or construction of the proposed Project by the Developer shall be by use of standard quality building materials and the same as per the recommendations of the Architects and also as per the specifications mentioned in the **Second Schedule**, hereunder written.
- 10.5. Both the Parties shall exclusively be liable towards their part for registering itself and complying with all provisions of Real Estates Regulation Act or West Bengal Housing Industry Regulation Act.
- 10.6. The Developer hereby assures that the Owners would not suffer due to any lapses and/or negligence on the part of the Developer in carrying out the development or construction. The Developer shall obtain all necessary insurances in respect of the Project.



## **11. COSTS OF CONSTRUCTION:**

- 11.1. The Developer herein shall solely be responsible for carrying out the development of the "Said Premises" and construction of the proposed Project.
- 11.2. The Developer herein shall solely and exclusively bear and pay all costs, charges and expenses as may be required to be incurred or paid for and on account of carrying out and completing development of the "Said Premises" and the construction of the proposed Project in one or more phases and the same as per the plan to be sanctioned and/or approved by the competent authority.
- 11.3. The parties have agreed that the Developer herein shall bear and pay the costs and fees as are required to be incurred and paid for and on account of obtaining the required approvals, permissions, clearances, no-objections and sanction of plan from the Panchayet/ Municipality and/or the competent authority and other concerned Government authorities and/or departments and the Developer herein shall bear the fees, remuneration and costs required to be paid to the Architects and Engineers.
- 11.4. It is agreed and made clear that the Owners herein shall not be responsible to bear and pay towards the costs of construction in respect of the planning or development of the "Said Premises" and/or construction of the proposed Project.
- 11.5. The Parties have further agreed that so far as the costs of construction to be incurred and paid by the Developer as mentioned hereinabove the Developer hereto shall keep and maintain separate books of accounts in respect of the respective amounts respectively incurred or paid in respect of development of the construction of the said Project and/or the Project.

## **12. PUBLICITY & MARKETING**

- 12.1 The Developer shall have the exclusive right and entitlement to market / advertise / promote the entire Project including the right to sell, transfer and otherwise dispose-off any Units and/or other constructed areas or spaces, Parking Spaces, commercial spaces (if any) and other facilities comprised in the Project on such terms and conditions and at such prices as may be decided from time to time by the Developer. The Owners and the Developer have jointly decided the basic sale price of each Unit. It has been agreed

- between the Parties that, the Developer shall not be entitled to sell any Unit below the basic sale price without prior approval from the Owners in writing.
- 12.2 The Developer may retain and appoint qualified agents for marketing and sales of the Project on such terms and conditions as the Developer would think proper. The terms of appointment shall be such that no preference on any account shall be given to any of the parties hereto and the marketing agent will be required to treat the parties hereto at par in all matters.
- 12.3 The Developer shall be entitled to receive consideration / allotment money / advance consideration, etc. in its own name only in the Escrow Bank Account in respect of sale of the Units and other areas comprised in the Project and give receipts thereof and transfer ownership, possession, use or occupation of any such Units and/or spaces structures and other facilities to the persons intending to purchase the same.
- 12.4 The Owners and the Developer hereby agree, undertake and acknowledge that the Developer shall be entitled to enter into any arrangement or agreement for sale / allotment for sale, booking of any Unit, flat, apartment or any other space/ area in the Project to be developed or constructed over the "Said Premises" and to accept or receive any request for booking or allotment of sale of any flat, apartment, Unit or any other space / area in the Project to be developed or constructed over the "Said Premises".
- 12.5 The Developer shall ensure that the advertising and marketing of the Project is carried out in a manner that is consistent with and not in derogation of or in conflict with any terms or provisions of this Agreement and the Applicable Laws. Moreover, The Developer herein shall be entitled to cause the publicity and marketing for sale of the Project under the brand name **"EDEN"/ "EDENREALTY"**, owned by the Developer, however the Owners' logo shall also be used appropriately.
- 12.6 The Parties hereby agree that all booking amounts, advances and sale proceeds received by the Developer for the sale and/or otherwise transfer of the Units comprised in the Project shall be appropriated and shared by the Parties in the ratio mentioned below, save and except the receipts on account of (i) all payments made by the intending purchasers as reimbursement of GST and other taxes, as may be applicable, (ii) all payments made by the intending purchasers towards payment of legal fees, stamp duties and registration charges for registration of their respective Agreement for Sale and Deed of Conveyance, corpus deposits and/or sinking funds for maintenance, deposits / expenses for

formation of the Association and Maintenance Organisation, Common Expenses, municipal/panchayat taxes and deposits for the same, deposits and expenses for purchase, installation and maintenance of the common installations and facilities, charges / costs / expenses for additional work requested by any intending purchaser in his Unit, charges, out-pocket expenses and fees payable for changes / regularization / completion under the Applicable Law and rules, etc., (iii) all payments made by the intending purchasers towards installation and maintenance of any facility in the Project for common enjoyment (all hereinafter collectively referred to as "the **Excluded Receipts**", morefully mentioned in clause 14.4 herein below), which shall be exclusively received by the Developer for its use of the respective purposes.

- 12.7 The costs as may be incurred on account of publicity and marketing of the project of development of the Project would be paid by the Developer and in this regard the Owners shall bear the 'marketing cost' including the flat sale brokerage if any, to the tune of **3%** (three percent) out of the Owners share, i.e. 25% (twenty five percent) and it shall be payable by the Owners to the Developer proportionately to the Owners' share receivable and the same shall be first realised by the Developer from the Total Sale Proceeds and the balance shall be shared in the ratio as provided in the "Owners' Allocation" and "Developer's Allocation".
- 12.8 The publicity and marketing of the project of development of the building complex would be made and the costs on account thereof would be incurred in the manner and to the extent as the Developer would from time to time decide.

### **13. SALE OF UNITS/PROJECT:**

- 13.1. The Developer would sell, transfer or otherwise dispose of the Flats, Commercial units and Car Parking Spaces of the Project in favour of the intending buyers, on ownership basis and the same on such terms and conditions as the Developer may decide subject to the following terms and conditions:
- 13.2. The minimum rate at which the Flats or Commercial Units shall be sold or transferred shall be the basic sale price as be agreed between the Parties.
- 13.3. Photocopies of each allotment and/or agreement entered with any intending buyer/transferee shall be handed over on a monthly basis by the Developer to the Owners.

- 13.4. All sale deeds may be signed and registered by the Developer through the constituted attorney appointed by the Owners on the term that the immediate full consideration after all adjustments are deposited in Escrow Bank Account of the Parties as per this Agreement. However, the power and authorities as to be given by the Owners to the Developer and/or its representative shall always be subject to fulfillment of all obligations of the Developer towards the Owners.
- 13.5. It has been agreed that post the payment of the allotment money by the intending purchasers, the entirety of the Total Sale Proceeds including the earnest monies, part payments and consideration amounts, which the Developer would from time to time receive and/or realize on account and in respect of sale of the several flats, commercial units and car parking spaces of the Project would be taken in the name of the Joint Escrow Account and all buyers/transferees shall be notified in respect thereof and deposited in the Escrow Bank Account of the parties as provided hereunder.
- 13.6. For the sale of the flats, commercial units and other saleable spaces of the Project as per **Clause 13.1** above, the Developer shall be entitled to enter into Agreements and/or contracts with the intending buyers and also to receive earnest moneys, part payments and consideration amounts, which the Owners hereby agree and confirm.
- 13.7. The Parties hereto hereby agree that all agreements, contracts, deeds and documents for sale of the Flats, Commercial Units and Car Parking Spaces of the Project shall be drawn up on terms, conditions and covenants as the Developer may decide with knowledge to the Owners and which the Project Advocate may approve.
- 13.8. The Parties hereto hereby further agree that the Developer herein shall at all times be entitled to install and/or affix, hoardings, signage, bill-boards etc. at the "said Premises" of its said brand **"EDEN"/ "EDENREALTY"**.

This clause should be read in conjuncture with Clause 12.6 herein above.

#### **14. ALLOCATION OF TOTAL SALE PROCEEDS**

- 14.1. The Parties have agreed that in consideration of the Owners entrusting the development of the "Said Premises" and construction of the proposed Project to the Developer as per the

terms herein recorded, the Owners herein shall be entitled to (a) **25% (twenty-five percent)** of the Total Sale Proceeds for and on account of sale of the several "Flats", "Commercial Units" and "Car Parking Spaces" at the proposed Project and (b) **25% (twenty-five percent)** of all unsold Flats, Commercial Units and Car Parking Spaces at the proposed Project which are allocated to the Owners in terms of **Clause 14.7** hereto. (all comprised in the "**Owners' Allocation**").

- 14.2. The parties have also agreed that in consideration of the Developer herein at its own costs undertaking and carrying out development of the "Said Premises" as also construction of the proposed Project as also carrying out its other obligations herein recorded or arising here from, the Developer shall be entitled to (a) **75% (seventy-five percent)** of the Total Sale Proceeds in respect of the several "Flats", "Commercial Units" and "Car Parking Spaces" at the proposed Project; (b) **75% (seventy-five percent)** of all unsold Flats, Commercial Units and Car Parking Spaces at the proposed Project which are allocated to the Developer in terms of **Clause 14.7** hereto (all comprised in the "**Developer's Allocation**").
- 14.3. For the purpose of this Agreement the expression "Total Sale Proceeds" shall be as defined.
- 14.4. The Parties hereto hereby agree, declare and confirm that the term or expression "Total Sale Proceeds" shall not include the following amounts to be received, realised and recovered by the Developer from the Buyers of "Flats", "Commercial Units" and "Car Parking Spaces" towards deposits and other costs, charges and expenses:-
- (a) Stamp duty, Registration fees and all other legal expenses as may be collected from the intending Buyers respectively of the "Flats", Commercial Units and "Car Parking Spaces" at the Project;
  - (b) Cost of extra works to be carried out exclusively at the instance of the intending Buyers/Transferees of "Flats", Commercial Units and "Car Parking Spaces" at the Project;
  - (c) The amounts towards reimbursement of Municipal Taxes, Works Contract, Service Tax, G.S.T. and other rates, taxes and outgoings which are received and/or realized from the intending Buyers/Transferees of "Flats", Commercial Units and "Other Saleable Spaces" of the Project;
  - (d) Amounts of deposit for Electricity Board, Association Formation Charges, Deposits/Security as may be collected from the intending Buyers/Transferees of "Flats",

Commercial Units and "Other Saleable Spaces" of the Project;

- (e) Amounts which are received from the intending Buyers of "Flats", Commercial Units and "Car Parking Spaces" on account of or as extras towards generator, transformer and other installations and facilities, legal fees, club membership, maintenance charges etc. and also those received as deposits/advances against rates, taxes and maintenance charges etc.
- (f) Deposits and expenses for purchase, installation and maintenance of the common installation (including but not limited to the areas, facilities and amenities and/or the Said Premises, earmarked for common use and enjoyment of the Buyers of the Units), morefully described in clause no. 1.14 above.

14.5. The Parties hereto have agreed that the Developer herein shall solely and exclusively be entitled to receive, realize and recover separately from the Buyers all Excluded Receipts, morefully mentioned in clause 14.4 above in its own bank account and further to deal with the same in the manner as the Developer shall at its discretion think proper and in this regard, the Owners herein shall not in any manner be accountable or responsible. However, all such excluded receipts, which are required to be handed over to the Association shall be handed over to the Association by the Developer, upon formation of such Association.

14.6. The parties have also agreed that Total Sale Proceeds shall be distributed according to the respective shares of the parties therein mentioned in **Clauses 14.1 and 14.2** hereinabove.

14.7. The Unsold units, (the term unsold units shall always mean and include remaining Flats, Commercial Spaces and Car Parking Spaces) as on the "Project Completion Date" mentioned in **Clause 8.11** above, would be allocated to the Owners and the Developer in the ratio of their respective allocation mentioned in **Clauses 14.1 and 14.2** above. Accordingly, the Owners shall be entitled to be allocated 25% and the Developer shall be entitled to be allocated 75% of such unsold Units. The areas and spaces so separately allotted shall be exclusively held by the respective allottees as the absolute owners with absolute right to sell and appropriate the sale proceeds of the same. The allocation of such unsold units, shall be made in a fair and equitable manner and the same as may be mutually agreed and decided by the Parties. However, the Parties shall distribute all unsold units among themselves in the manner aforesaid after obtaining building

completion certificate from the competent authority or the Architect of the Project or upon completion of the entire Project in all respect (the term all respect shall always mean and include completion of all Common Parts, as defined in clause 1.14 above including but not limited to installation of all facilities and amenities in the Common Parts), whichever is later or at any mutually agreed time. The Parties further undertake to sign, execute and/or register all documents in favour of each other in conformity of ownership right of each of them with respect to their respective allotment of unsold units.

- 14.8. The Developer shall immediately on allocation of the unsold Units as mentioned in **Clause 14.7** above, make over possession of the subject spaces and areas to the Owners. The Owners being so offered, the possession of Unsold Units, would duly takeover possession as per the letter of possession to be issued by the Developer. Provided however that despite the issuance of possession letter by the Developer, should the Owners fail or neglect to take possession of the areas and spaces of the Unsold Units allotted to the Owners, it will be deemed that the Developer has duly made over possession of such areas and spaces of the Unsold Units to the Owners. Be it mentioned herein that, the Owners and the Developer shall have the right to take independent decision with respect to their respective Unsold Units and shall be entitled to deal with the same in such manner as may deem fit and proper. Further, the Owners shall be liable to pay Excluded Receipts, as mentioned above with respect to their allotment Unsold Units within 1 (one) year from such distribution.
- 14.9. If in case, the Developer decides to launch the sales of whole or part of the Flats by the process of lottery, then and in such circumstance, the application money and the allotment money shall be received by the Developer separately in its own bank account from the lottery applicants/buyers. After the process of lottery having being completed and after receipt of the entire allotment amount from the successful applicants/buyers, the Developer would forthwith deposit the application amounts and the allotment amounts so received in the Escrow Bank Account and the amount received from the unsuccessful applicants would be refunded back to such applicants along with an interest amount (if any) as would be declared for such event before the lottery process by the Developer alone without any obligation or liability upon the Owners. In the event of any amount being forfeited from the lottery applicants/buyers due to any default, the same shall be appropriated by the Developer at its own risks and consequences without any obligation or liability upon the Owners therefor.

14.10. In the event of cancellation of booking of Flats and Commercial Units by the intending buyers, the parties hereto would be liable to return the refundable amount on account of such bookings in their respective proportion mentioned in **Clause 14.1 and 14.2** above. Provided however that, in case of cancellation of such bookings being on the grounds of delay or default on the part of the Developer and the intending buyers claiming interest, damages or compensation on account of such delay or default, the Developer herein shall solely be responsible for payment of such interest, damages or compensation, if any.

**15. ESCROW BANK ACCOUNT:**

15.1 A joint escrow bank account shall be opened by the Developer and the Owners for and on account of the Project and the same with such bank (**Escrow Banker**) as the Developer and the Owners shall jointly think proper. The Developer herein shall operate such Bank Account and all the amounts as may from time to time be received and/or realized towards Total Sale Proceeds including earnest money, part payments and consideration amounts for and on account of sale or otherwise Transfer/disposal of the Flats and Commercial Units of the Project, subject to the provision in **clause 14.9** above, shall be deposited in such joint Escrow Bank Account.

15.2 The Escrow Banker would be irrevocably authorised and instructed to disburse and distribute the amounts, which would from time to time be deposited in the Escrow Bank Account to transfer in the separate Bank Accounts respectively of the Owners and the Developer in the ratio of 25:75. It is made clear that the Owners' Bank Account shall be entitled to be transferred 25% of such amount and that the Developer's Bank Account shall be entitled to be transferred 75% of such amount.

15.3 It is agreed and made clear that the amounts which would be received, realized and recovered by the Developer from the Buyers of the "Flats", "Commercial Units" and "Car Parking Spaces" towards Excluded Receipts, mentioned in clause 14.4 above, shall not be deposited in the above Escrow Bank Account but the same shall be encashed by the Developer in its own bank account and further be dealt by the Developer in the manner as it would think proper as provided in Clause 14.5 hereinabove.

15.4 The Parties shall on a quarterly basis (unless any other period is otherwise mutually agreed in writing), reconcile the accounts as



regards the Total Sale Proceeds and their respective entitlements in terms thereof and if any party is found to have received more than its entitlement, such party shall pay to the other party the amount in excess so received.

- 15.5 The Parties have agreed that the Developer herein shall, after receiving Rs. 6,00,00,000/- (Rupees six Crores) as refund of Security Deposit in terms of **Clause 16.2** hereto, be entitled to change the said arrangement for transfer and disbursement of the amounts, which would be deposited in the Escrow Bank Account in the manner as provided in **Clause 15.2** above, and the same for and on account of refund to the Developer, the amount of security deposit in the manner as provided in **Clause 16.2** hereunder. Such change shall be valid only till adjustment of the Security Deposit as per **Clause 16.2** hereto.

**16. SECURITY DEPOSIT:**

- 16.1. The Developer herein shall deposit with the Owners a sum of **Rs.6,00,00,000/- (Rupees Six Crores) (Security Deposits)** as and by way of interest free, refundable, security deposit and the same would be payable upon the execution of this Agreement.

- 16.2. The Owners shall refund the said Security Deposit amounting to the sum of **Rs.6,00,00,000/- (Rupees Six Crores)** mentioned above in the following manner:

- 16.2.1 The Developer shall be liable to deduct 50% (fifty percent) of the Owners' entitlements in the Total Sale Proceeds upto the adjustment of Rs.4,00,00,000/- (Rupees four crore) out of the entirety of the Security Deposits and balance 50% (fifty percent) shall be transferred in the designated bank account of the Owners, subject to deduction of proportionate cost towards publicity and marketing.

- 16.2.2 On refund of the Security Deposit upto Rs.4,00,00,000/- (Rupees four crore) the remaining sum of Rs.2,00,00,000/- (Rupees two crore) shall be adjusted @5% (five percent) from the Owners' entitlement out of the Total Sale Proceeds and balance 95% (ninety five percent) shall be transferred in the designated bank account of the Owners, subject to deduction of proportionate cost towards publicity and marketing.

- 16.2.3 On refund of the entirety of the Security Deposits in such manner as mentioned in clause 16.2.1 and 16.2.2 above, the Owners shall be entitled to receive the Total Sale Proceeds in

agreed ratio, i.e. 25% (twenty five percent) of the Total Sale Proceeds, subject to deduction of proportionate cost towards publicity and marketing.

Be it noted herein that, the Escrow Banker shall distribute all receivable in the aforesaid manner to the designated bank account of each party with immediate effect. In other words as and when any amount is being deposited with the Escrow Bank Account, the Escrow Banker shall transfer the same in the aforesaid manner to the designated bank account of the Parties.

- 16.3. For the purpose of operating the Escrow Bank Account in such manner as mentioned in clause 16.2.1, 16.2.2. and 16.2.3 above, the Owners herein shall grant Special Power of Attorney authorizing and empowering the Developer and/or its nominee or nominees and further to do all acts, deeds, matters and things for causing necessary change in the arrangement with the Bank for transfer and disbursement of the amounts, which would be deposited in the Joint Escrow Bank Account in the manner as provided in **Clause 16.2** above and the same limited for the purpose of refund to the Developer in respect of the security deposit amount in the manner as stated in **Clause 16.2** above. Such Special Power of Attorney shall at all times be irrevocable for all purposes for which it is granted until refund of the Security Deposit whereupon the same shall automatically stand revoked.

## **17. MORTGAGE:**

- 17.1. The Owners hereby agree, undertake and acknowledge that after the issuance of the Sanctioned Plan, the Developer shall be entitled, to obtain loans and/or advances from the Banks and/ or Non-Banking Financial Companies (NBFCS) as may from time to time be required specifically and only for carrying out and completing the Project and not for any other purpose and the same by creating charge/mortgage over the Developer's Allocation by deposit of original title deeds or through a Deed of Simple Mortgage of and in respect of the said Premises and the same on such terms and conditions as the Developer shall think proper.
- 17.2. To enable the Developer to raise finance exclusively for development of the "Said Premises", the Owners shall extend its co-operation and assistance as may be required for obtaining such loans and advances from the Banks and /or Non-Banking Financial Companies (NBFCS) as also for creating charge over the "Said Premises" and/or the project. The Owners for such purpose shall grant Power of Attorney, wherein, the Developer and or its nominee or nominees would be empowered to represent the

Owners to create charge in favour of the Banks and /or Non-Banking Financial Companies (NBFCs). Such Power shall be used by the Developer only when the Owners have failed to execute the finance related documents within 7 (Seven) days from such request by the Developer.

- 17.3. The Developer shall solely and exclusively be responsible to repay the loans and advances, which the Developer may obtain as aforesaid as also to pay all interest thereon and charges related thereto and in this regard the Owners shall not be liable or responsible in any manner what so ever.
- 17.4. The Developer shall keep the Owners as also the "Said Premises" and/or the said Project 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 Owners or any buyer/transferee in the Project in this regard.

**18. RATES, TAXES AND MAINTENANCE:**

- 18.1. The Owners herein shall bear and pay the land revenue, Panchayet/ Municipal taxes and other rates, taxes and outgoings whatsoever concerning or relating to the "Said Premises" for the period till the date of execution hereof.
- 18.2. On and from the date of execution of this present, the Developer herein shall bear and pay the land revenue as also the Panchayet/ Municipal taxes and other rates taxes and outgoings whatsoever concerning or relating to the "Said Premises" till the Developer complete construction of the Project and makes over the Flats, Commercial units and Car Parking spaces of the Project to the buyers and the buyers start paying the same.
- 18.3. On and from the date of completion of the proposed Project as also making over of possession of the several Flats, Commercial units and Car Parking spaces of the Project to the buyers and/or transferees, the Buyers/Transferees shall be responsible to bear and pay the land revenue, Panchayet/ Municipal taxes and all other rates, taxes and outgoings as also to pay the monthly maintenance and service charges on account of their respective Flats, Commercial units and Car Parking spaces.
- 18.4. On and from the date of completion of construction of the said Project, the Developer shall be responsible to look after, manage and administer the day to day maintenance of the Project as also

maintenance of the common parts, areas, amenities and facilities at the Project, on the terms and conditions the Developer deems fit and proper, and till the formation of an Association/Syndicate or incorporation of a Company for the purpose.

- 18.5. The Developer shall cause an Association or Syndicate or Limited company to be floated and/or incorporated for the purpose of managing and maintaining of the common facilities, common areas and amenities at the said Project. The Developer shall also be responsible to frame the rules, regulations and byelaws of such Management Association/ Syndicate / Company.

**19. CERTAIN DEFAULTS AND CONSEQUENCES:**

- 19.1. In case the Developer fails to construct and complete the Project within completion time as contemplated in **Clause 8.11** above then and in such event, the Developer shall be entitled to a further grace period of 18 (eighteen) months subject to the Developer paying the "delay penalty/amount" and any other liabilities and consequences arising thereof to the Buyers/Transferees of both the Owners and the Developer as may be agreed in the Unit/Flat Transfer Agreement during such extended grace period of 18 (eighteen) months. Provided also that if the Developer still fails to comply with its obligations within such extended grace period of 18 (eighteen) months, then and in such event, the Developer, in addition to the said delay penalty/amount and other liabilities and consequences to be paid by the Developer as aforesaid, shall also pay to the Owners an amount equivalent to the interest on the cost of the pending Construction work to the extent of 25% (percent) of the pending cost of the Construction work in the pending Project at an interest rate of 12% (twelve percent) and the same till the completion of the Project.

- 19.2. None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to conciliation and arbitration as provided in **Clause 27** hereunder. In the event of any default on the part of either Party, the other Party shall be entitled to claim specific performance of this Agreement and also for damages and the Parties agree that the Arbitration Tribunal shall be empowered to award specific performance and additionally also to award damages and other such reliefs.

**20. MISCELLANEOUS:**

- 20.1. The Owners and the Developer have entered into this Agreement purely on principal to principal basis and nothing stated herein

shall be deemed or construed to be a partnership and/or joint venture between the Developer and the Owners nor shall the parties hereto constitute an Association of persons.

- 20.2. Nothing in these presents shall be construed as a sale, transfer or assignment or conveyance in law by the Owners of the "Said Premises" or any part thereof to the Developer, or as creating any right title or interest in respect thereof in favour of the Developer, save the right to undertake development as per this Agreement.
- 20.3. The proposed Project to be erected by the Developer in or upon the land comprised in the "Said Premises" shall be named with such name as decided by the Developer. Provided however that the name of the building shall bear the word "**EDEN**" / "**EDENREALTY**", which is the brand logo of the Developer as also the Owners' brand logo at appropriate places.
- 20.4. On completion of the development of the "Said Premises" and construction of the said Project as also distribution and payment of the Net Sale Proceeds between the Owners and the Developer of the Owners' allocation and the Developer's allocation respectively mentioned in **Clauses 14.1 and 14.2** above and allocation and delivery of unsold areas as mentioned in **Clauses 14.7 and 14.8** above, this Agreement shall stand fulfilled.
- 20.5. The Owners and the Developer hereby agree and undertake to sign and execute all other deeds and documents for smooth implementation of this Agreement, as and when so required.
- 20.6. The Owners and/or their respective directors and authorized representatives shall at all times be entitled to view, inspect the development work and/or construction of the Project at the "Said Premises".
- 20.7. Neither of the parties hereto shall be entitled to dispute the legality and/or enforceability and/or validity of this Agreement and/or any of the terms herein recorded.
- 20.8. At all times hereafter the Developer hereto shall indemnify and agree to keep the Owners, saved, harmless and indemnified in respect of all losses, damages, costs, claims, demands, actions, proceedings, liabilities, fines, penalties or other consequences (whether criminal civil or revenue) suffered or incurred by the Owners and arising due to any delay or default of the Developer in complying with the terms and conditions hereof.

20.9. Any Goods and Service Tax or other impositions and taxes relating to development and construction of the Project and in respect of implementation of this transaction shall be borne and paid by the Developer.

## **21. NOTICES:**

21.1. **Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally or sent by registered post with acknowledgement due to the proper address, described below and for the attention of the relevant Party (or such other address as is notified in the manner mentioned in this Clause by each Party from time to time). The Owners shall address all such notices and other written communications to **Sri Arya Sumant**, the Managing Director of the Developer and the Developer shall address all such notices and other written communications to **Sri. Sanjiv Dabriwal**, the authorized representative of the Owners.

### **In case of notices to be sent to Developer**

#### **Sri. Arya Sumant**

Address: c/o Eden Realty Ventures Private Limited  
Metropolitan Building  
7, Jawahar Lal Nehru Road  
Kolkata-700013

### **In case of notices to be sent to Owners**

#### **Sri. Sanjiv Dabriwal**

Address: c/o Development Corporation Private Limited  
2, Rowland Road,  
Kolkata-700020

21.2 **Time of Service:** Any such notice or other written communication shall be deemed to have been served **(1)** if delivered personally, at the time of delivery **(2)** if sent by registered post, on the 4<sup>th</sup> day of handing over the same to the postal authorities.

21.3 **Proof of Service:** In proving such service it shall be sufficient to prove that personal delivery was made or in the case of registered post, that such notice or other written communication was properly addressed and delivered to the postal authorities.

21.4 **Electronic Mail:** Any notice sent by way of electronic mail (e-mail) shall be considered **not** to have been served.

**22 No Assignment/Nomination:** Under no circumstances, either of the Parties be entitled to assign/nominate or transfer any benefit of any nature whatsoever, as conferred in their favour by virtue of this Agreement and/or Said Property.

**23 DOCUMENTATION:**

23.1 All agreements, contracts, deeds, documents for the sale of the units at the Project shall be identical containing the similar terms and conditions as may be decided by the Developer in consultation with the Owners.

23.2 All deeds, documents, Agreements and papers as may from time to time be required to be prepared in pursuance of this Agreement including those for sale of the Flats, Commercial units and other saleable spaces of the Project shall be prepared by **Supriyo Basu & Associates, Advocates (Project Advocate)** and the same shall be strictly in accordance with the agreed terms under this agreement.

**24 ENTIRE AGREEMENT:**

24.1 This Agreement records all the terms, conditions, understandings, representations, and declarations by and between the parties, oral or in writing with regard to the subject matter hereof.

24.2 This Agreement is a culmination of the discussions and negotiations between the parties and constitutes the final bargain between them and all rights and obligations with respect to the "Said Premises" and/or development thereof as also construction of the proposed Project thereat shall be governed only by this Agreement. No offer, counter offer or communication made or exchanged between the parties, contrary to or inconsistent herewith, prior to this Agreement shall bind the parties.

**25 AMENDMENTS:**

25.1 No modification or amendment of this Agreement nor waiver of the terms or conditions herein recorded shall be binding, unless made specifically in writing by the parties.

**26 SEVERABILITY:**

26.1 If any of the provisions of this Agreement is or become invalid, unlawful or unenforceable, the parties agree that the validity, legality and/or enforceability of the remaining provisions shall not in any way be affected or impaired.

**27 ARBITRATION AND CONCILIATION:**

27.1 In case of there being any dispute or difference or misunderstanding by and between the parties hereto concerning or relating to or arising out of this agreement and/or interpretation of this agreement or any of the clauses herein recorded and/or the completion of the transaction as per this agreement, the parties would hold joint meetings and make all possible efforts to conciliate and/or settle such disputes and/or differences and/or misunderstandings mutually.

27.2 In the event the parties hereto being not able to amicably clarify the confusions and/or misunderstandings and/or to mutually resolve the disputes and/or differences as provided hereinabove, all disputes and differences by and between the parties hereto concerning or relating to or arising out of this Agreement or with regard to interpretation of this Agreement or any of the clauses herein recorded and/or the respective claims of the parties, the same shall be referred and adjudicated adjudication as per the provisions of the Arbitration and Conciliation Act, 2015.

## **28 JURISDICTION:**

28.1 The Courts at Kolkata shall exclusively have the Jurisdiction to entertain, try and determine all matters concerning or relating to or arising out of this Agreement.

### **THE FIRST SCHEDULE ABOVE REFERRED TO** **"Said Premises"**

All That the pieces or parcels of Plot of Land containing by measurement an area of <sup>BML</sup> 445.57 Decimal (Satak) be the same a little more or less together with buildings and other structures whatsoever lying erected and/or built thereat situated lying at and comprised in C.S./R.S. Dag Nos. 478, 483, 484, 485, 486, 487, 488, 489, 491, 492, 507, 508, 509, 510, 511, 710, 477, 479 and 493, corresponding L.R. Dag Nos. 484, 489, 490, 491, 492, 493, 494, 495, 497, 498, 513, 514, 515, 516, 517, 727, 483, 485 and 499, at Mouza Bhasa, J.L. no 20, in L.R. Khatian Nos. 1466 and 1467, Post Office and Police Station - Bishnupur, under Purba Bishnupur Gram Panchayat, Bishnupur I - Development Block, PIN-743503, in the District of South 24 Parganas,



West Bengal, under the Additional District Sub-Registrar, Bishnupur ,  
as per the table hereinbelow;

**A. WOODLAND COMPLEX PVT. LTD.**

<b>Sl. No.</b>	<b>LR Dag No.</b>	<b>RS Dag No.</b>	<b>Owned Area (dec)</b>
1	483	477 ✓	14.09 ✓
2	485	479 ✓	14.48 ✓
3	493	487 ✓	17 ✓
4	499	493 ✓	10 ✓
			<b>55.57</b>

**B. DEVELOPMENT CORPORATION PVT. LTD.**

<b>Sl. No.</b>	<b>LR Dag No.</b>	<b>RS Dag No.</b>	<b>Owned Area (dec)</b>
5	484	478 ✓	27 ✓
6	489	483 ✓	38 ✓
7	490	484 ✓	17 ✓
8	491	485 ✓	46 ✓
9	492	486 ✓	37 ✓
10	493	487 ✓	50 ✓
11	494	488 ✓	7 ✓
12	495	489 ✓	27 ✓
13	497	491 ✓	16 ✓
14	498	492 ✓	12 ✓
15	513	507 ✓	21 ✓
16	514	508 ✓	26 ✓
17	515	509 ✓	27 ✓
18	516	510 ✓	10 ✓
19	517	511 ✓	12 ✓
20	727	710 ✓	17 ✓
			<b>390</b>

The Said Premises **LAND** is more clearly shown and delineated in the map or Plan annexed hereto and thereon bordered **RED** and butted and bounded;

ON THE NORTH : By R.S. Dag No. 497, 966, 512, 709 & 710.

ON THE EAST : By R.S. Dag No. 482 & 711.  
ON THE SOUTH : By R.S. Dag No. 478, 479 & 483.  
ON THE WEST : By Diamond Harbour Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**Specifications**

• **Structure**

RCC framed structure on Pile Foundation incorporating Earthquake Resistant Design as per relevant IS Code. Aerated Concrete Block for both external and internal walls.

• **Exteriors**

Cement plaster; Cement based painting over water repellent coating.

• **Flooring**

Vitrified/Rectified tiles in Bedrooms, Living/Dining, and lobbies on all floors.

• **Interiors**

Putty punning inside flats; OBD painting over Putty punning in common areas and lobbies

• **Kitchen**

Anti-skid ceramic Tiles on floor; Cuddapah Kitchen counter; Stainless Steel sink, Glazed Ceramic Tiles dado on the walls above Kitchen counter; CP fittings of reputed make.

• **Toilets**

Anti-skid ceramic Tiles on floor; Glazed Ceramic Tiles dado on the walls; Ceramic wash basins; European WC and CP fittings of reputed make.

• **Doors**

Wooden Door Frames; Solid core Flush Shutters for main entrance door with night latch and magic eye; Outside finish: Polished Teak Veneer, Inside: paint finish. Painted Wooden Door Frames; Solid Core Flush shutters for all internal doors with paint finish.

- **Windows**

Anodised Aluminium Frames with fully glazed shutters.

- **Stairs**

Indian Patent Stone Flooring; MS railing.

- **Roof**

Properly waterproofed.

- **Lift Facia**

Vitrified Tiles with Granite / marble in ground floor lobby.

- **Electrical**

Concealed insulated Aluminium wiring with switches of reputed make; AC points in master bedroom; Geyser points in master bathroom; Exhaust Fan points in all Bathrooms and Kitchens; Conduiting for Cable TV.

- **Plumbing**

Internal concealed plumbing.

- **Power Back-up**

Emergency power backup for Common Area Lighting and Four lifts. 500w back up in each flat.

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

Development Corporation Pvt. Ltd.

*Sangjit Kumar Debbar*

Director/Authorised Signatory

**SIGNED SEALED AND DELIVERED**

by the **Owners** above named at Kolkata in the presence of:

1. *Milkhim Saha*

2. *Sumit Kumar Dey*

WOODLAND COMPLEX PVT. LTD.

*Sangjit Kumar Debbar*

Director/Authorised Signatory

**SIGNED SEALED AND DELIVERED**

by the **Developer** above named at Kolkata in the presence of:

1. *Milkhim Saha*  
*6, 10th Post-Office Street*  
*Kolkata - 700001*

2. *Sumit Kumar Dey*  
*7, J.L. Nehru Road, Kolkata - 700023*

EDEN REALTY VENTURES PVT. LTD.

*Amj Kumar*  
Director

**Prepared & Drafted By:**

*Shuvadipta Chakraborty*

(SHUVADIP CHAKRABORTY)

Advocate

High Court at Calcutta

F/184/14

Received of and from the within named Developer the within mentioned amount of Security Deposit as per the Memorandum hereunder written.

**Rs. 6,00,00,000/-**

**(Rupees Six Crores) Only;**

**MEMORANDUM**

Mode	Date	Bank Name & Branch	Amount (in Rs.)
RTGS UTR No. HDFCR52018040973321493 in favour of Development Corporation Pvt. Ltd.	09/04/2018	HDFC Bank India Exchange Place	75,00,000/-
RTGS UTR No. HDFCR52018040973314369 in favour of Woodland Complex Pvt. Ltd.	09/04/2018	HDFC Bank India Exchange Place	25,00,000/-
Pay Order bearing No. 021203 in favour of Development Corporation Pvt. Ltd.	07/05/2018	HDFC Bank India Exchange Place	1,74,25,000/-
Pay Order bearing No. 021202 in favour of Woodland Complex Pvt. Ltd.	07/05/2018	HDFC Bank India Exchange Place	75,000/-
Pay Order bearing No. 021205 in favour of Anuj Realtors Pvt. Ltd. on account of Development Corporation Pvt. Ltd. as per the instruction of Development Corporation Pvt. Ltd.	07/05/2018	HDFC Bank India Exchange Place	2,70,75,000/-
Pay Order bearing No. 021204 in favour of Anuj Realtors Pvt. Ltd. on account of Woodland Complex Pvt. Ltd. as per the instruction of Woodland Complex Pvt. Ltd.	07/05/2018	HDFC Bank India Exchange Place	54,25,000/-
<b>Total:</b>			<b>6,00,00,000/-</b>

**(Rupees Six Crores) Only;**

**Witness:**

1. *Milkhin Saha*

2. *Sumit Kumar Dey*

**Development Corporation Pvt. Ltd.**

*Sanjiv Kumar Dabral*

~~Director~~/Authorised Signatory

**WOODLAND COMPLEX PVT. LTD.**

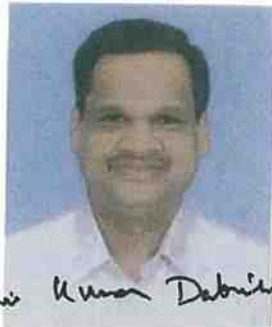
*Sanjiv Kumar Dabral*

~~Director~~/Authorised Signatory



# SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants
---------	--



*Sanjay Kumar Dabral*

*Sanjay Kumar Dabral*



*Anil Kumar*

*Anil Kumar*



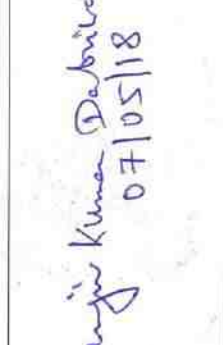


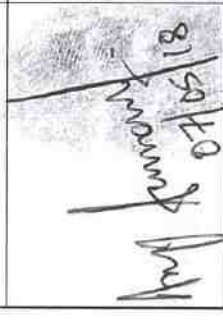
	Little	Ring	Middle (Left Hand)	Fore	Thumb
	Thumb	Fore	Middle (Right Hand)	Ring	Little
	Little	Ring	Middle (Left Hand)	Fore	Thumb
	Thumb	Fore	Middle (Right Hand)	Ring	Little
	Little	Ring	Middle (Left Hand)	Fore	Thumb
	Thumb	Fore	Middle (Right Hand)	Ring	Little



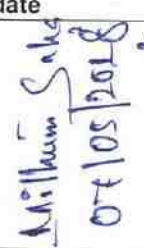
Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue  
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS, District Name :South 24-Parganas  
Signature / LTI Sheet of Query No/Year 16040000674330/2018

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Sanjiv Kumar Dabriwal 2, Rowland Road, P.O:- Lala Lajpat Rai Sarani, P.S:- Bullygunge, District:- South 24-Parganas, West Bengal, India, PIN - 700020	Represent ative of Land Lord [Developm ent Corporatio n Private Limited ] ,[Woodlan d Complex Private Limited ]			
2	Mr Arya Sumant 13, Loudon Street, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017	Represent ative of Developer [Eden Realty Ventures Private Limited ]			



Sl No.	Name and Address of identifier	Identifier of	Signature with date
1	Mr Mithun Saha Son of Mr Ratan Saha 16, Dum Dum Road, P.O:- Ghughudanga, P.S:- Chitpur, District:-South 24-Parganas, West Bengal, India, PIN - 700030	Mr Sanjiv Kumar Dabriwal, Mr Arya Sumant	 07/05/2018

(Pradipta Kishore Guha)  
DISTRICT SUB-  
REGISTRAR  
OFFICE OF THE D.S.R. -  
IV SOUTH 24-PARGANAS  
South 24-Parganas, West  
Bengal

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER  
AABCD0747K



नाम /NAME

DEVELOPMENT CORPORATION PRIVATE LIMITED

निगमन/बनने की तिथि /DATE OF INCORPORATION/FORMATION

26-06-1939

*K. Das*

आयकर आयुक्त, ए.बं.-XI

COMMISSIONER OF INCOME-TAX, W.B. - XI

Development Corporation Pvt. Ltd.

*[Signature]*  
Director/Authorised Signatory

इस कार्ड के खो / गिर जाने पर कृपया जारी करने  
वाले प्राधिकारी को सूचित / सापस कर दें  
संयुक्त आयकर आयुक्त(प्रणति एवं तकनीकी),  
पी-7,  
चौरंगी स्क्वायर,  
कलकत्ता - 700 069.

In case this card is lost/found, kindly inform/return to  
the issuing authority :  
Joint Commissioner of Income-tax(Systems & Technical),  
P-7,  
Chowringhee Square,

Development Corporation Pvt. Ltd.

*Sanjiv Kumar Debbarh*  
Director/Authorised Signatory

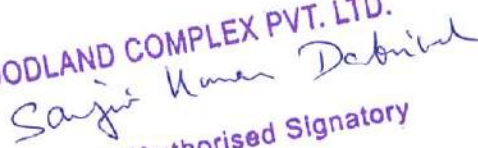
स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER	
AAACW2389K	
नाम /NAME	
WOODLAND COMPLEX PVT LTD	
निगमन/बनने की तिथि /DATE OF INCORPORATION/FORMATION	
14-10-1986	
 आयकर आयुक्त, प.प्र.-XI COMMISSIONER OF INCOME-TAX, W.B. - XI	

WOODLAND COMPLEX PVT. LTD.

  
Director/Authorised Signatory

इस कार्ड के खो / मिल जाने पर कृपया जारी करने वाले प्राधिकारी को सूचित / वापस कर दें  
संयुक्त आयकर आयुक्त(पट्टाति एवं तकनीकी),  
पी-7,  
चौरिंगी स्क्वायर,  
कलकत्ता - 700 069.

In case this card is lost/found, kindly inform/return to  
the issuing authority :  
Joint Commissioner of Income-tax(Systems & Technical),  
P-7,  
Chowringhee Square,  
Calcutta- 700 069.

WOODLAND COMPLEX PVT. LTD.  
  
Director/Authorised Signatory

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

EDEN REALTY VENTURES PRIVATE  
LIMITED



21/02/2003

Permanent Account Number

AAACL9697H

18072012

इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटाएं :  
आयकर पैन सेवा इकाई, एन एस डी एल  
तीसरी मंजील, सफायर चैंबर्स,  
बानेर टेलिफोन एक्सचेंज के नजदीक,  
बानेर, पुना - 411 045.

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

Income Tax PAN Services Unit, NSDL  
3rd Floor, Sapphire Chambers,  
Near Baner Telephone Exchange,  
Baner, Pune - 411 045.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081  
e-mail: tininfo@nsdl.co.in

EDEN REALTY VENTURES PVT. LTD.

*Amy Kumar*  
Director

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER  
ADEPD7510M




नाम /NAME  
SANJIV KUMAR DABRIWAL

पिता का नाम /FATHER'S NAME  
DWARKA PRASAD DABRIWAL

जन्म तिथि /DATE OF BIRTH  
11-03-1973

हस्ताक्षर /SIGNATURE

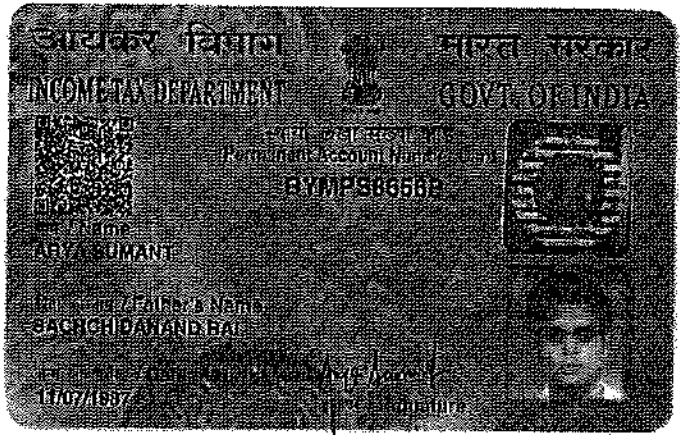
आयकर अधिकारी, प.सं.-XI  
COMMISSIONER OF INCOME-TAX, W.B. - XI



*Sanjiv Kumar Dabriwal*

इस कार्ड के खो / गिर जाने पर कृपया जारी करने वाले प्राधिकारी को सूचित / वापस कर दें  
संयुक्त आयकर आयुक्त(पद्धति एवं तकनीकी),  
पी-7,  
चौरंगी चौराहा,  
कलकत्ता - 700 069.

In case this card is lost/found, kindly inform/return to  
the issuing authority:  
Joint Commissioner of Income-tax(Systems & Technical),  
P-7,  
Chowringhee Square,  
Calcutta- 700 069.



*Sachidanand Bai*



Government of West Bengal  
Directorate of Registration & Stamp Revenue

e-Assessment Slip

Query No / Year	1604-0000674330/2018	Office where deed will be registered
Query Date	26/04/2018 1:09:32 PM	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas
Applicant Name, Address & Other Details	Arya Sumant 13, Loudon Street, Thana : Shakespeare Sarani, District : Kolkata, WEST BENGAL, PIN - 700017, Mobile No. : 8584918890, Status :Buyer/Claimant	
Transaction	Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 6,00,00,000/-]	
Set Forth value	Market Value	
Rs. 20/-	Rs. 24,28,73,694/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 75,021/- (Article:48(g))	Rs. 6,00,053/- (Article:E, E, B, M(b), H)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
Remarks		

Land Details :

District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: PASCHIM BISHNUPUR, Mouza: Bhasa

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-478	RS-1467	Bastu	Bastu	27 Dec	1/-	1,42,88,400/-	Property is on Road Adjacent to Metal Road,
L2	RS-483	RS-1467	Bastu	Bastu	38 Dec	1/-	2,01,09,600/-	Property is on Road Adjacent to Metal Road,
L3	RS-484	RS-1467	Bastu	Bastu	17 Dec	1/-	89,96,400/-	Property is on Road Adjacent to Metal Road,
L4	RS-485	RS-1467	Bastu	Bastu	46 Dec	1/-	2,43,43,200/-	Property is on Road Adjacent to Metal Road,
L5	RS-486	RS-1467	Bastu	Bastu	37 Dec	1/-	1,95,80,400/-	Property is on Road Adjacent to Metal Road,
L6	RS-487	RS-1467	Bastu	Bastu	50 Dec	1/-	2,64,60,000/-	Property is on Road Adjacent to Metal Road,
L7	RS-488	RS-1467	Bastu	Bastu	7 Dec	1/-	37,04,400/-	Property is on Road Adjacent to Metal Road,

L8	RS-489	RS-1467	Bastu	Bastu	27 Dec	1/-	1,42,88,400/-	Property is on Road Adjacent to Metal Road,
L9	RS-491	RS-1467	Bastu	Bastu	16 Dec	1/-	84,67,200/-	Property is on Road Adjacent to Metal Road,
L10	RS-492	RS-1467	Bastu	Bastu	12 Dec	1/-	63,50,400/-	Property is on Road Adjacent to Metal Road,
L11	RS-507	RS-1467	Bastu	Bastu	21 Dec	1/-	1,38,91,500/-	Property is on Road Adjacent to Metal Road,
L12	RS-508	RS-1467	Bastu	Bastu	26 Dec	1/-	1,71,99,000/-	Property is on Road Adjacent to Metal Road,
L13	RS-509	RS-1467	Bastu	Bastu	27 Dec	1/-	1,78,60,500/-	Property is on Road Adjacent to Metal Road,
L14	RS-510	RS-1467	Bastu	Bastu	10 Dec	1/-	66,15,000/-	Property is on Road Adjacent to Metal Road,
L15	RS-511	RS-1467	Bastu	Bastu	12 Dec	1/-	79,38,000/-	Property is on Road Adjacent to Metal Road,
L16	RS-710	RS-1467	Bastu	Bastu	17 Dec	1/-	33,73,650/-	Property is on Road Adjacent to Metal Road,
L17	RS-477	RS-1466	Bastu	Bastu	14.09 Dec	1/-	74,56,428/-	Property is on Road Adjacent to Metal Road,
L18	RS-479	RS-1466	Bastu	Bastu	14.48 Dec	1/-	76,62,816/-	Property is on Road Adjacent to Metal Road,
L19	RS-487	RS-1466	Bastu	Bastu	17 Dec	1/-	89,96,400/-	Property is on Road Adjacent to Metal Road,
L20	RS-493	RS-1466	Bastu	Bastu	10 Dec	1/-	52,92,000/-	Property is on Road Adjacent to Metal Road,
		<b>TOTAL :</b>			<b>445.57000000</b> Dec	<b>20 /-</b>	<b>24,28,73,694 /-</b>	
		<b>Grand Total :</b>			<b>445.57000000</b> Dec	<b>20 /-</b>	<b>24,28,73,694 /-</b>	

**Land Lord Details :**

SI No	Name & address	Status	Execution Admission Details :
1	Development Corporation Private Limited ( Private Limited Company ) ,2, Rowland Road, Post Office: Lala Lajpat Rai Sarani, Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700020 PAN No. AABCD0747K, Status :Organization, Executed by: Representative	Organization	Executed by: Representative





2	Woodland Complex Private Limited ( Private Limited Company ) ,2, Rowland Road, Post Office: Lala Lajpat Rai Sarani, Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700020 PAN No. AAACW2389K, Status :Organization, Executed by: Representative	Organization	Executed by: Representative
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**Developer Details :**

SI No	Name & address	Status	Execution Admission Details :
1	Eden Realty Ventures Private Limited ( Private Limited Company ) ,7, Jawahar Lal Nehru Road, Post Office: Dharmatala, New Market, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700013 PAN No. AAACL9697H, Status :Organization, Executed by: Representative	Organization	Executed by: Representative

**Representative Details :**

SI No	Name & Address	Representative of
1	Mr Sanjiv Kumar Dabriwal Son of Dwarka Prasad Dabriwal2, Rowland Road, Post Office: Lala Lajpat Rai Sarani, Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700020 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ADEPD7510M	Development Corporation Private Limited (as Authorised Signatory), Woodland Complex Private Limited (as Authorised Signatory)
2	Mr Arya Sumant Son of Mr Sachchidanand Rai13, Loudon Street, Post Office: Circus Avenue, Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. BYMPS8656P	Eden Realty Ventures Private Limited (as Director)

**Identifier Details :**

Name & address
Mr Mithun Saha Son of Mr Ratan Saha 16, Dum Dum Road, Post Office: Ghughudanga, Chitpur, District:-South 24-Parganas, West Bengal, India, PIN - 700030, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , Identifier Of Mr Sanjiv Kumar Dabriwal, Mr Arya Sumant

Transfer of property for L1		
SI.No	From	To. with area (Name-Area)
1	Development Corporation Private Limited	Eden Realty Ventures Private Limited-27 Dec



Transfer of property for L10		
Sl.No	From	To. with area (Name-Area)
1	Development Corporation Private Limited	Eden Realty Ventures Private Limited-12 Dec
Transfer of property for L11		
Sl.No	From	To. with area (Name-Area)
1	Development Corporation Private Limited	Eden Realty Ventures Private Limited-21 Dec
Transfer of property for L12		
Sl.No	From	To. with area (Name-Area)
1	Development Corporation Private Limited	Eden Realty Ventures Private Limited-26 Dec
Transfer of property for L13		
Sl.No	From	To. with area (Name-Area)
1	Development Corporation Private Limited	Eden Realty Ventures Private Limited-27 Dec
Transfer of property for L14		
Sl.No	From	To. with area (Name-Area)
1	Development Corporation Private Limited	Eden Realty Ventures Private Limited-10 Dec
Transfer of property for L15		
Sl.No	From	To. with area (Name-Area)
1	Development Corporation Private Limited	Eden Realty Ventures Private Limited-12 Dec
Transfer of property for L16		
Sl.No	From	To. with area (Name-Area)
1	Development Corporation Private Limited	Eden Realty Ventures Private Limited-17 Dec
Transfer of property for L17		
Sl.No	From	To. with area (Name-Area)
1	Woodland Complex Private Limited	Eden Realty Ventures Private Limited-14.09 Dec
Transfer of property for L18		
Sl.No	From	To. with area (Name-Area)
1	Woodland Complex Private Limited	Eden Realty Ventures Private Limited-14.48 Dec
Transfer of property for L19		
Sl.No	From	To. with area (Name-Area)
1	Woodland Complex Private Limited	Eden Realty Ventures Private Limited-17 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Development Corporation Private Limited	Eden Realty Ventures Private Limited-38 Dec
Transfer of property for L20		
Sl.No	From	To. with area (Name-Area)
1	Woodland Complex Private Limited	Eden Realty Ventures Private Limited-10 Dec



Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Development Corporation Private Limited	Eden Realty Ventures Private Limited-17 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Development Corporation Private Limited	Eden Realty Ventures Private Limited-46 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	Development Corporation Private Limited	Eden Realty Ventures Private Limited-37 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	Development Corporation Private Limited	Eden Realty Ventures Private Limited-50 Dec
Transfer of property for L7		
Sl.No	From	To. with area (Name-Area)
1	Development Corporation Private Limited	Eden Realty Ventures Private Limited-7 Dec
Transfer of property for L8		
Sl.No	From	To. with area (Name-Area)
1	Development Corporation Private Limited	Eden Realty Ventures Private Limited-27 Dec
Transfer of property for L9		
Sl.No	From	To. with area (Name-Area)
1	Development Corporation Private Limited	Eden Realty Ventures Private Limited-16 Dec

**Note:**

1. If the given information are found incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days for e-Payment. Assessed market value & Query is valid for 44 days i.e. upto 09/06/2018 for registration.
3. Standard User charge of Rs. 240/- (Rupees Two hundred fourty) only includes all taxes per document upto 17 (seventeen) pages and Rs 7/- (Rupees seven) only for each additional page will be applicable.
4. e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
5. e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
6. Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.



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

GRN: 19-201819-023425267-1 Payment Mode Online Payment  
GRN Date: 07/05/2018 16:51:18 Bank : State Bank of India  
BRN : CKF8089518 BRN Date: 07/05/2018 16:52:18

DEPOSITOR'S DETAILS

Id No. : 16040000674330/4/2018

[Query No./Query Year]

Name : Supriyo Basu  
Contact No. : Mobile No. : +91 9831016425  
E-mail :  
Address : 6 Old Post office Street Kolkata1  
Applicant Name : Mr Arya Sumant  
Office Name :  
Office Address :  
Status of Depositor : Advocate  
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement  
Payment No 4

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	16040000674330/4/2018	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	16040000674330/4/2018	Property Registration- Registration Fees	0030-03-104-001-16	600053

Total

675074

In Words : Rupees Six Lakh Seventy Five Thousand Seventy Four only

## Major Information of the Deed

Deed No :	I-1604-02842/2018	Date of Registration	08/05/2018
Query No / Year	1604-0000674330/2018	Office where deed is registered	
Query Date	26/04/2018 1:09:32 PM	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Arya Sumant 13, Loudon Street, Thana : Shakespeare Sarani, District : Kolkata, WEST BENGAL, PIN - 700017, Mobile No. : 8584918890, Status : Buyer/Claimant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 6,00,00,000/-]		
Set Forth value	Market Value		
Rs. 20/-	Rs. 24,28,73,694/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 75,121/- (Article:48(g))	Rs. 6,00,053/- (Article:E, E, B, M(b), H)		
Remarks			

### Land Details :

District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: PASCHIM BISHNUPUR, Mouza: Bhasa

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-478	RS-1467	Bastu	Bastu	27 Dec	1/-	1,42,88,400/-	Property is on Road Adjacent to Metal Road,
L2	RS-483	RS-1467	Bastu	Bastu	38 Dec	1/-	2,01,09,600/-	Property is on Road Adjacent to Metal Road,
L3	RS-484	RS-1467	Bastu	Bastu	17 Dec	1/-	89,96,400/-	Property is on Road Adjacent to Metal Road,
L4	RS-485	RS-1467	Bastu	Bastu	46 Dec	1/-	2,43,43,200/-	Property is on Road Adjacent to Metal Road,
L5	RS-486	RS-1467	Bastu	Bastu	37 Dec	1/-	1,95,80,400/-	Property is on Road Adjacent to Metal Road,
L6	RS-487	RS-1467	Bastu	Bastu	50 Dec	1/-	2,64,60,000/-	Property is on Road Adjacent to Metal Road,
L7	RS-488	RS-1467	Bastu	Bastu	7 Dec	1/-	37,04,400/-	Property is on Road Adjacent to Metal Road,
L8	RS-489	RS-1467	Bastu	Bastu	27 Dec	1/-	1,42,88,400/-	Property is on Road Adjacent to Metal Road,
L9	RS-491	RS-1467	Bastu	Bastu	16 Dec	1/-	84,67,200/-	Property is on Road Adjacent to Metal Road,

Major Information of the Deed :- I-1604-02842/2018-08/05/2018

L10	RS-492	RS-1467	Bastu	Bastu	12 Dec	1/-	63,50,400/-	Property is on Road Adjacent to Metal Road,
L11	RS-507	RS-1467	Bastu	Bastu	21 Dec	1/-	1,38,91,500/-	Property is on Road Adjacent to Metal Road,
L12	RS-508	RS-1467	Bastu	Bastu	26 Dec	1/-	1,71,99,000/-	Property is on Road Adjacent to Metal Road,
L13	RS-509	RS-1467	Bastu	Bastu	27 Dec	1/-	1,78,60,500/-	Property is on Road Adjacent to Metal Road,
L14	RS-510	RS-1467	Bastu	Bastu	10 Dec	1/-	66,15,000/-	Property is on Road Adjacent to Metal Road,
L15	RS-511	RS-1467	Bastu	Bastu	12 Dec	1/-	79,38,000/-	Property is on Road Adjacent to Metal Road,
L16	RS-710	RS-1467	Bastu	Bastu	17 Dec	1/-	33,73,650/-	Property is on Road Adjacent to Metal Road,
L17	RS-477	RS-1466	Bastu	Bastu	14.09 Dec	1/-	74,56,428/-	Property is on Road Adjacent to Metal Road,
L18	RS-479	RS-1466	Bastu	Bastu	14.48 Dec	1/-	76,62,816/-	Property is on Road Adjacent to Metal Road,
L19	RS-487	RS-1466	Bastu	Bastu	17 Dec	1/-	89,96,400/-	Property is on Road Adjacent to Metal Road,
L20	RS-493	RS-1466	Bastu	Bastu	10 Dec	1/-	52,92,000/-	Property is on Road Adjacent to Metal Road,
		<b>TOTAL :</b>			<b>445.57Dec</b>	<b>20 /-</b>	<b>2428,73,694 /-</b>	
		<b>Grand Total :</b>			<b>445.57Dec</b>	<b>20 /-</b>	<b>2428,73,694 /-</b>	

**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Development Corporation Private Limited</b> 2, Rowland Road, P.O:- Lala Lajpat Rai Sarani, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700020 , PAN No.:: AABCD0747K, Status :Organization, Executed by: Representative, Executed by: Representative
2	<b>Woodland Complex Private Limited</b> 2, Rowland Road, P.O:- Lala Lajpat Rai Sarani, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700020 , PAN No.:: AAACW2389K, Status :Organization, Executed by: Representative, Executed by: Representative

Major Information of the Deed :- I-1604-02842/2018-08/05/2018

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Eden Realty Ventures Private Limited</b> 7, Jawahar Lal Nehru Road, P.O:- Dharmatala, P.S:- New Market, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700013 , PAN No.:: AAACL9697H, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Mr Sanjiv Kumar Dabriwal</b> Son of Dwarka Prasad Dabriwal 2, Rowland Road, P.O:- Lala Lajpat Rai Sarani, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADEPD7510M Status : Representative, Representative of : Development Corporation Private Limited (as Authorised Signatory), Woodland Complex Private Limited (as Authorised Signatory)
2	<b>Mr Arya Sumant (Presentant )</b> Son of Mr Sachchidanand Rai 13, Loudon Street, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BYMPS8656P Status : Representative, Representative of : Eden Realty Ventures Private Limited (as Director)

**Identifier Details :**

Name & address	
Mr Mithun Saha Son of Mr Ratan Saha 16, Dum Dum Road, P.O:- Ghughudanga, P.S:- Chitpur, District:-South 24-Parganas, West Bengal, India, PIN - 700030, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , Identifier Of Mr Sanjiv Kumar Dabriwal, Mr Arya Sumant	

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Development Corporation Private Limited	Eden Realty Ventures Private Limited-27 Dec

**Transfer of property for L10**

Sl.No	From	To. with area (Name-Area)
1	Development Corporation Private Limited	Eden Realty Ventures Private Limited-12 Dec

**Transfer of property for L11**

Sl.No	From	To. with area (Name-Area)
1	Development Corporation Private Limited	Eden Realty Ventures Private Limited-21 Dec

Major Information of the Deed :- I-1604-02842/2018-08/05/2018

Transfer of property for L12		
Sl.No	From	To. with area (Name-Area)
1	Development Corporation Private Limited	Eden Realty Ventures Private Limited-26 Dec
Transfer of property for L13		
Sl.No	From	To. with area (Name-Area)
1	Development Corporation Private Limited	Eden Realty Ventures Private Limited-27 Dec
Transfer of property for L14		
Sl.No	From	To. with area (Name-Area)
1	Development Corporation Private Limited	Eden Realty Ventures Private Limited-10 Dec
Transfer of property for L15		
Sl.No	From	To. with area (Name-Area)
1	Development Corporation Private Limited	Eden Realty Ventures Private Limited-12 Dec
Transfer of property for L16		
Sl.No	From	To. with area (Name-Area)
1	Development Corporation Private Limited	Eden Realty Ventures Private Limited-17 Dec
Transfer of property for L17		
Sl.No	From	To. with area (Name-Area)
1	Woodland Complex Private Limited	Eden Realty Ventures Private Limited-14.09 Dec
Transfer of property for L18		
Sl.No	From	To. with area (Name-Area)
1	Woodland Complex Private Limited	Eden Realty Ventures Private Limited-14.48 Dec
Transfer of property for L19		
Sl.No	From	To. with area (Name-Area)
1	Woodland Complex Private Limited	Eden Realty Ventures Private Limited-17 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Development Corporation Private Limited	Eden Realty Ventures Private Limited-38 Dec
Transfer of property for L20		
Sl.No	From	To. with area (Name-Area)
1	Woodland Complex Private Limited	Eden Realty Ventures Private Limited-10 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Development Corporation Private Limited	Eden Realty Ventures Private Limited-17 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Development Corporation Private Limited	Eden Realty Ventures Private Limited-46 Dec

Major Information of the Deed :- I-1604-02842/2018-08/05/2018



Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	Development Corporation Private Limited	Eden Realty Ventures Private Limited-37 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	Development Corporation Private Limited	Eden Realty Ventures Private Limited-50 Dec
Transfer of property for L7		
Sl.No	From	To. with area (Name-Area)
1	Development Corporation Private Limited	Eden Realty Ventures Private Limited-7 Dec
Transfer of property for L8		
Sl.No	From	To. with area (Name-Area)
1	Development Corporation Private Limited	Eden Realty Ventures Private Limited-27 Dec
Transfer of property for L9		
Sl.No	From	To. with area (Name-Area)
1	Development Corporation Private Limited	Eden Realty Ventures Private Limited-16 Dec

**Endorsement For Deed Number : I - 160402842 / 2018**

**On 04-05-2018**

**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 24,28,73,694/-

*Pradipta Kishore Guha*

**Pradipta Kishore Guha  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - IV SOUTH 24-  
PARGANAS  
South 24-Parganas, West Bengal**

**On 07-05-2018**

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

Presented for registration at 18:05 hrs on 07-05-2018, at the Private residence by Mr Arya Sumant .,

Major Information of the Deed :- I-1604-02842/2018-08/05/2018

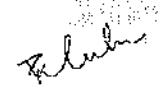
**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 ) [Representative]**

Execution is admitted on 07-05-2018 by Mr Sanjiv Kumar Dabriwal, Authorised Signatory, Development Corporation Private Limited (Private Limited Company), 2, Rowland Road, P.O:- Lala Lajpat Rai Sarani, P.S:- Bullygunge, District:- South 24-Parganas, West Bengal, India, PIN - 700020; Authorised Signatory, Woodland Complex Private Limited (Private Limited Company), 2, Rowland Road, P.O:- Lala Lajpat Rai Sarani, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700020

Identified by Mr Mithun Saha, , Son of Mr Ratan Saha, 16, Dum Dum Road, P.O: Ghughudanga, Thana: Chitpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700030, by caste Hindu, by profession Service

Execution is admitted on 07-05-2018 by Mr Arya Sumant, Director, Eden Realty Ventures Private Limited (Private Limited Company), 7, Jawahar Lal Nehru Road, P.O:- Dharmatala, P.S:- New Market, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700013

Identified by Mr Mithun Saha, , Son of Mr Ratan Saha, 16, Dum Dum Road, P.O: Ghughudanga, Thana: Chitpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700030, by caste Hindu, by profession Service

  
**Pradipta Kishore Guha**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - IV SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**

**On 08-05-2018**

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

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

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 6,00,053/- ( B = Rs 6,00,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 6,00,053/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 07/05/2018 4:52PM with Govt. Ref. No: 192018190234252671 on 07-05-2018, Amount Rs: 6,00,053/-,  
Bank: State Bank of India ( SBIN0000001), Ref. No. CKF8089518 on 07-05-2018, Head of Account 0030-03-104-001-16

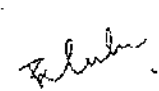
**Payment of Stamp Duty**

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 109468, Amount: Rs.100/-, Date of Purchase: 19/01/2018, Vendor name: S Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 07/05/2018 4:52PM with Govt. Ref. No: 192018190234252671 on 07-05-2018, Amount Rs: 75,021/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKF8089518 on 07-05-2018, Head of Account 0030-02-103-003-02

  
**Pradipta Kishore Guha**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - IV SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**

Major Information of the Deed :- I-1604-02842/2018-08/05/2018

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2018, Page from 96100 to 96161  
being No 160402842 for the year 2018.



*Pradipta*

Digitally signed by PRADIPTA KISHORE  
GUHA  
Date: 2018.05.31 17:15:23 +05:30  
Reason: Digital Signing of Deed.

(Pradipta Kishore Guha) 31/05/2018 17:15:19  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS  
West Bengal.



(This document is digitally signed.)