भारतीय गेर न्यायिक

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Vision.

Rs. 100 ONE HUNDRED RUPEES

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श्वनिष्यबंका पश्चिम बंगात WEST BENGAL

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A.R.A IV AB 426917

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7 JAN 2019

THIS AGREEMENT made this 31 day of Describer

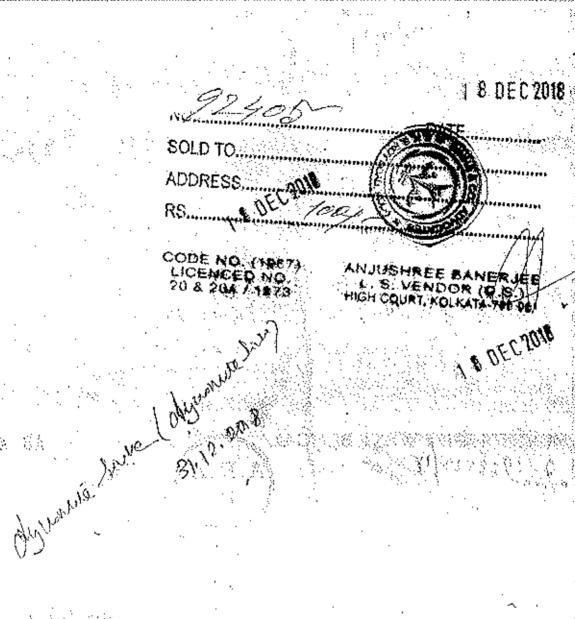
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Govt. of West Bengal Directorate of Registration & Stamp Revenue e-Challan

©RN:

19-201819-032571466-1

Payment Mode

Online Payment

GRN Date: 07/01/2019 10:58:28

Bank:

State Bank of India

BRN:

CKI1923555

BRN Date: 07/01/2019 11:00:35

DEPOSITOR'S DETAILS

ld No.: 19040001958522/8/2018

[Overy NewCuery Year]

Name :

EARTHWORK NIRMAN PRIVATE LIMITED

Contact No. :

9007012000

Mobile No.: +91 9007012000

E-mail:

sajai@banyantreegroup.in

Address:

NARAYANPUR BATTLA KOLKATA 700136

Applicant Name:

Mr Umang More

Office Name:

Office Address :

Status of Depositor:

Buyer/Claimants

Purpose of payment / Remarks::

Sale: Development Agreement or Construction agreement

Payment No 8.

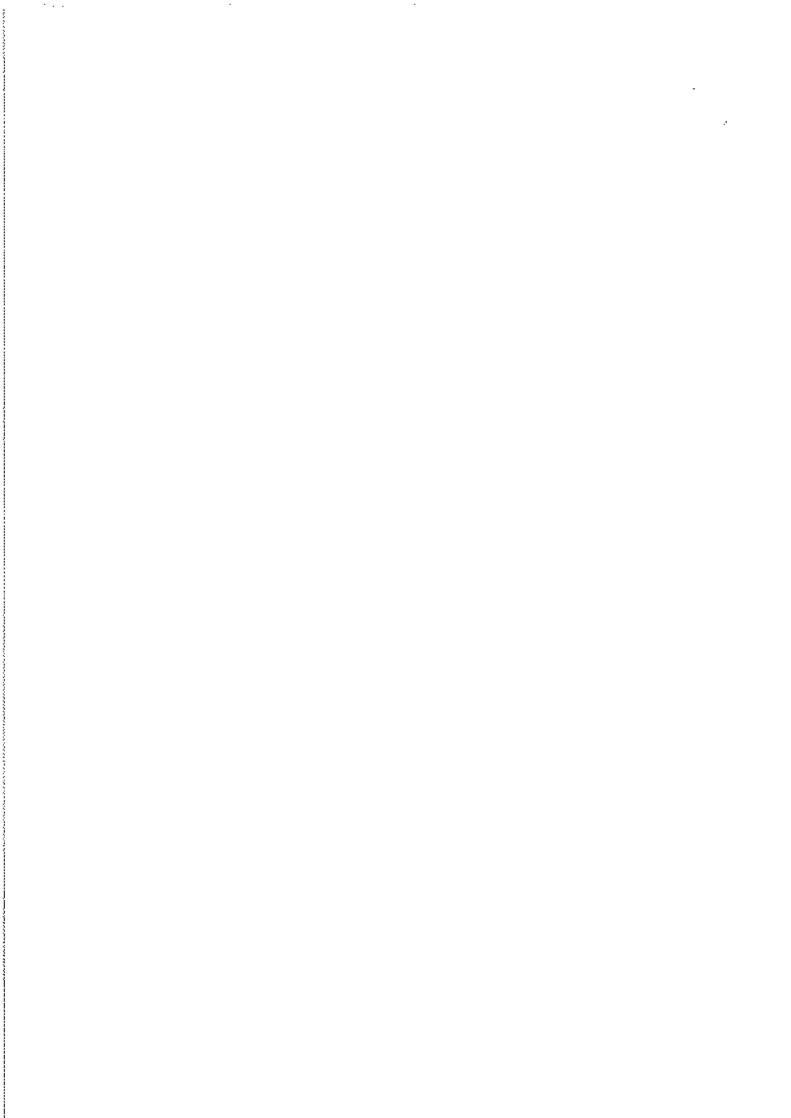
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Total

2532

In Words:

Rupees, Two Thousand Five Hundred Thirty Two only



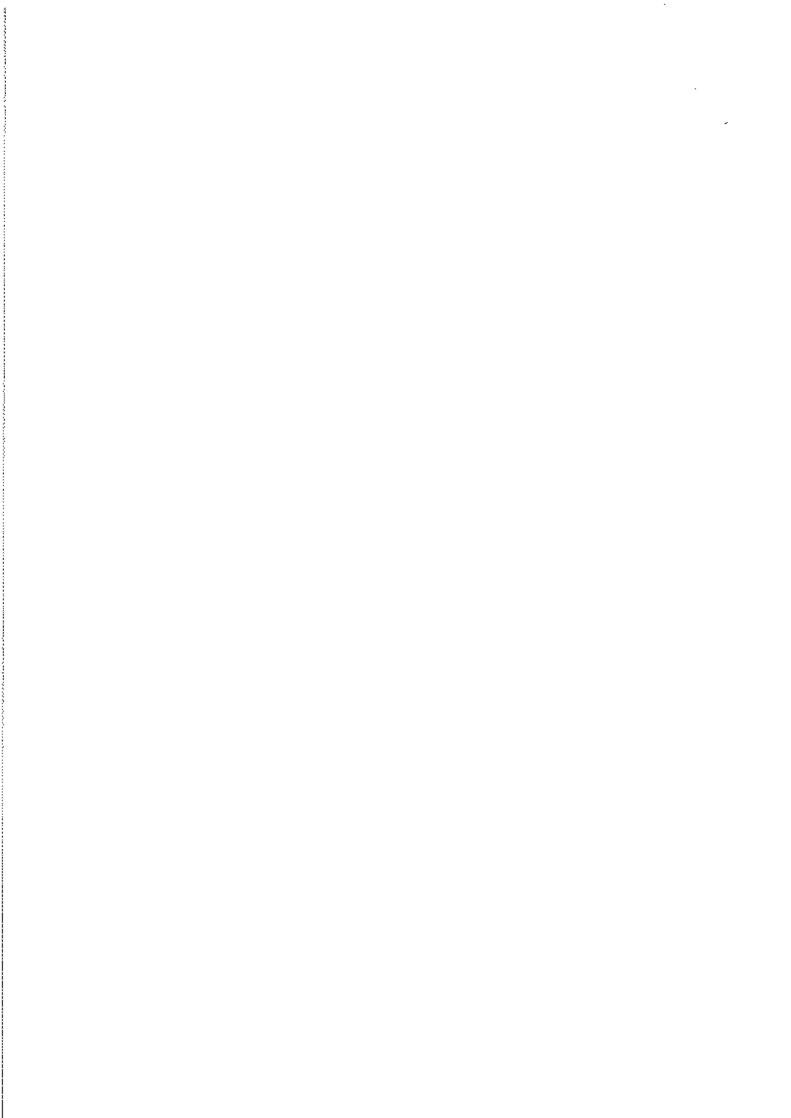


Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue OFFICE OF THE A.R.A. - IV KOLKATA, District Name: Kolkata Signature / LTI Sheet of Query No/Year 19040001958522/2018

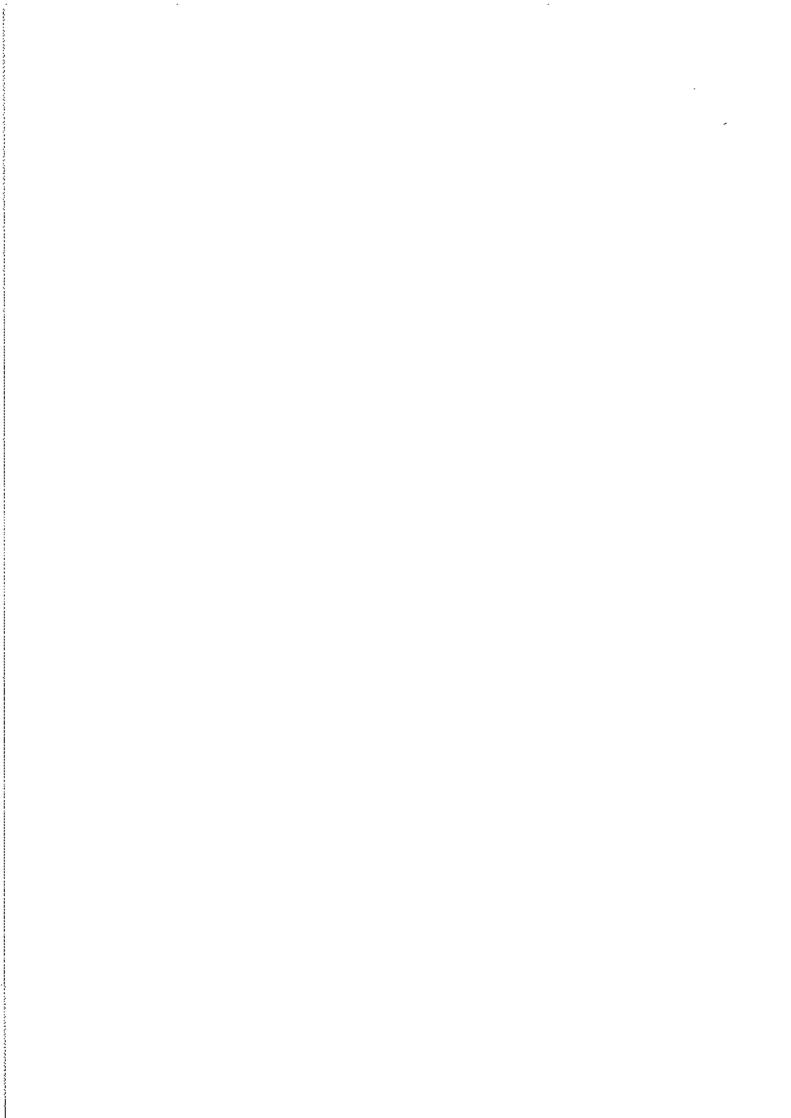
I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant		Photo	Finger Print	Signature with
4.	Mr Paritosh Sinha Flat No.4A, 29A Ballygunge Park, P.O:- Ballygunge, P.S:- Ballygunge Circular, District:-South 24-Parganas, West Bengal, Indie, PIN - 700019	Land Lord			
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mrs Ronita Sinha Flat No.4A, 29A Ballygunge Park, P.O:- Ballygunge, P.S:- Ballygunge Circular, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Land Lord			Jack S.
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
	Mr Ayusmita Sinha Flat No.4A, 29A Ballygunge Park, P.O:- Ballygunge, P.S:- Ballygunge Circular, District:-South 24-Parganas, West Bengat, India, PIN -	Representative of ative of the Land Lord [Madhurl Tradecom Private Limited]			Mily on Salar Salar



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

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Name of the Executant	Category	Photo	Finger Print	Signature with
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Mr Paritosh Sinha, Flat	Represent		ļ	
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	Land Lord.			l , i
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Name of the Executant	Category	Photo	Finger Print	Signature with
				date
Mr Tapash Sengunta	Represent	-	<i></i>	date
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	Mrs Ronita Sinha Flat No.4A, 29A Bakiygunge Park, P.O:- Bakiygunge Park, P.O:- Bakiygunge Circular, District:-South 24-Parganas, West Bengal, India, PIN - 700019 Name of the Executant Mr Paritosh Sinha Flat No.4A, 29A Bakiygunge Park, P.O:- Bakiygunge Park, P.O:- Bakiygunge Circular, District:-South 24-Parganas, West Bengal, India, PIN - 700019 Name of the Executant Mr Tapash Sengupta RB-9 Raghunathpur, Sabnam Apartment, Flat No.3B, 2nd Floor, P.O:- Desh Bandhu Nagar, P.S:- Baguiati, District:- North 24-Parganas, West Bengal, India, PIN	Mrs Ronita Sinha Flat No.4A, 29A Baliygunge Park, P.O:- Baliygunge, P.S:- Ballygunge Circular, District;-South 24-Parganas, West Bengal, India, PIN - 700019 Mr Paritosh Sinha Flat No.4A, 29A Baliygunge Park, P.O:- Ballygunge Circular, District;-South 24-Parganas, West Company Bengal, India, PIN - 700019 Name of the Executant Category Mr Tapash Sengupta RB-9 Raghunsthpur, Sabnam Apartment, Flat No.3B, 2nd Floor, P.O:- Desh Bandhu Nagar, P.S:- Baguiati, District;- North 24-Parganas, West Bengal, India, PIN West Bengal, India, PIN West Bengal, India, PIN West Bengal, India, PIN	Mrs Ronita Sinha Flat No.4A, 29A Baltygunge, Park, P.O:- Baltygunge, Circular, District:-South 24-Parganas, West Bengal, India, PIN - Represent ative of Land Lord Park, P.O:- Baltygunge Limited] Name of the Executant Category Photo Mr Paritosh Sinha Flat No.4A, 29A Baltygunge Park, P.O:- Baltygunge, P.S:- Baltygunge Clicular, District:-South 24-Parganas, West Bengal, India, PIN - 700019 Name of the Executant Category Photo Mr Tapash Sengupta Represent ative of Land Lord [Sinha And Company Bengal, India, PIN - 700019 Name of the Executant Category Photo Mr Tapash Sengupta Represent ative of Developer Earthwork Nirman P.S:- Baguiati, District:-North 24-Parganas, Usest Limited } West Bengal, India, PIN Private Limited }	Mrs Ronita Sinha Flat No.4A, 29A Baliygunge Park, P.O:- Baliygunge, P.S:- Ballygunge Private Bengal, India, PIN - Topo19 Name of the Executant Represent ative of Private Limited Park, P.O:- Baliygunge Park



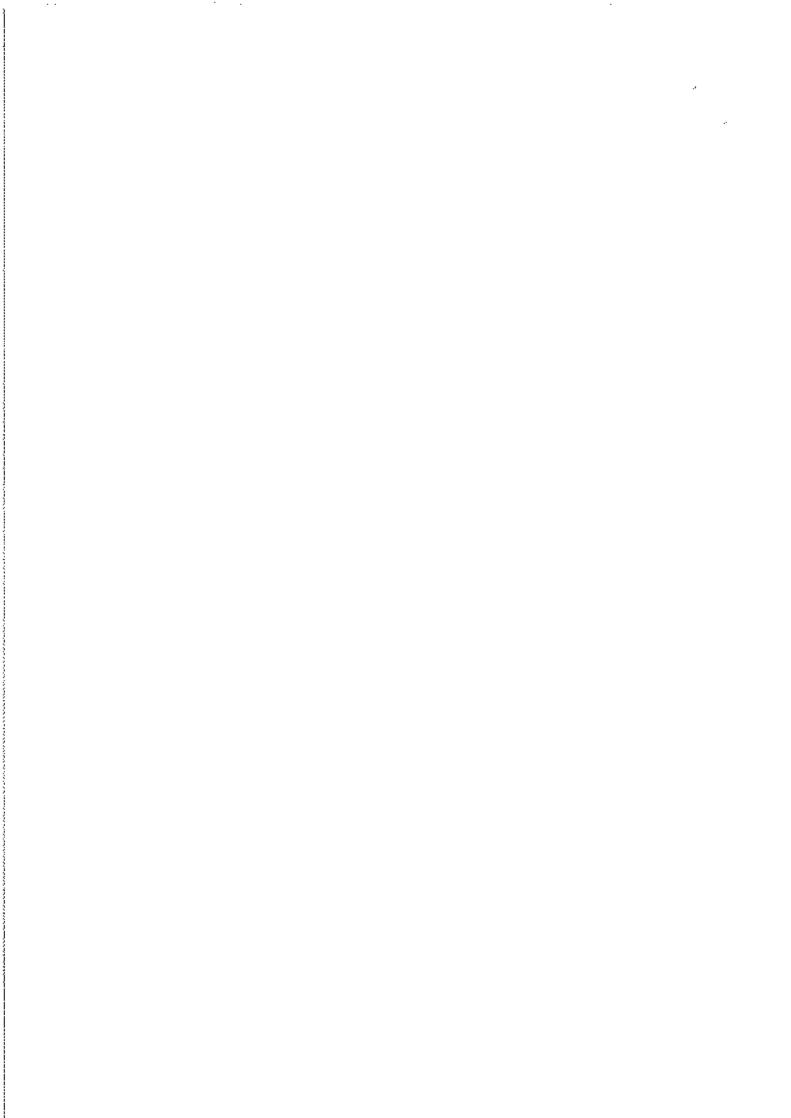
SI No.	Name and Address of Identifier	ldentifier of	Signature with
	Son of Late Arun More	Mr Parifosh Sinha, Mrs Ronita Sinha, Mr Ayusmita Sinha, Mrs Ronita Sinha, Mr Paritosh Sinha, Mr Tapash Sengupta	21. 12. 20.18

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ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. F IV KOLKATA

Kolkata, West Bengal



Govt, or vvest Bengal Directorate of Registration & Stamp Revenue e-Challan

GR.N:

19-201819-032350563-1

Payment Mode

Online Payment

GR.N Date: 31/12/2018 14:47:56

Bank:

State Bank of India

BRN:

CKI1368475

BRN Date:

31/12/2018 14:48:32

DEPOSITOR'S DETAILS

ld No.: 19040001958522/2/2018

[Query No./Query Year]

Name:

EARTHWORK NIRMAN PRIVATE LIMITED

Contact No. :

9007012000

Mobile No.

+91 9007012000

E-mail:

sajal@banyantreegroup.in

Address:

NARAYANPUR BATTLA kolkata 700136

Applicant Name:

Mr Umang More

Office Name:

Office Address:

Status of Depositor:

Buyer/Claimants

Purpose of payment / Remarks

Sale Development Agreement or Construction agreement

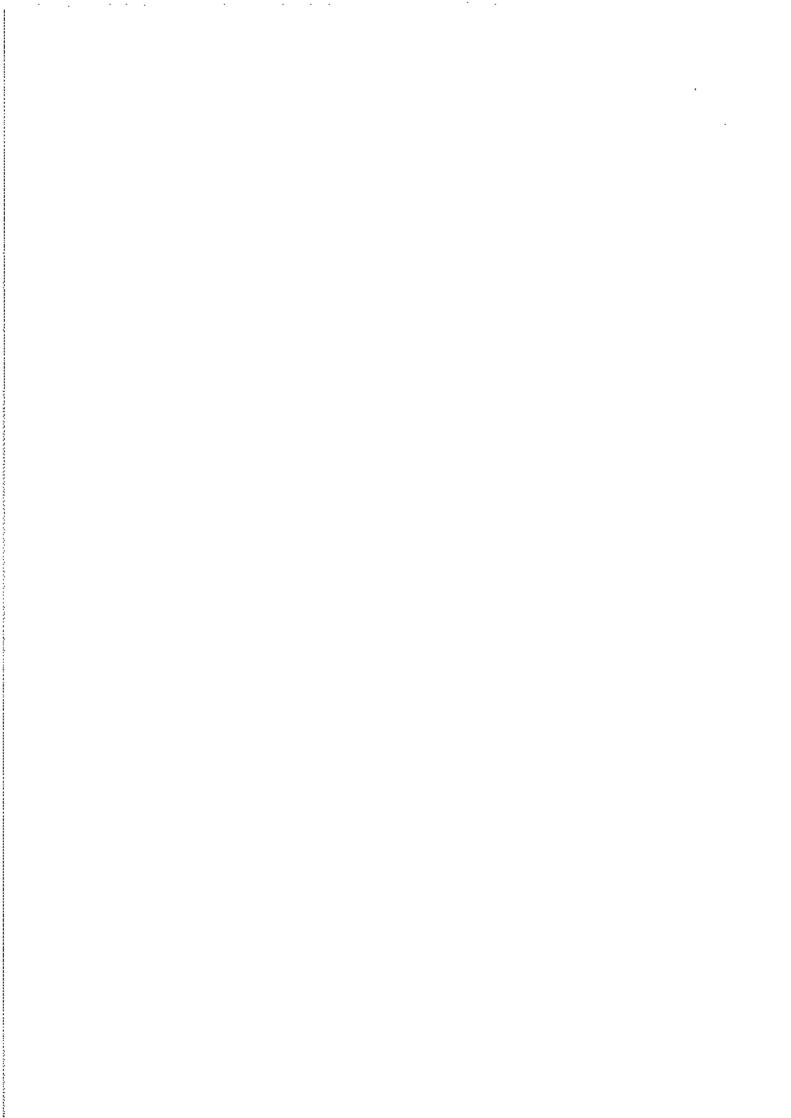
300000				
S	identification	Head of A/C	Head of A/C	Amount(a)
No.	No.	Description		
3000000000				
1	19040001958522/2/2018	Property Registration- Stamp duty	0080-02-103-008-02	75000
2	19049001958522/2/201B	Property Registration- Registration	0030-03-104-001-16	73 /

Total

75073

In Words:

Rupees Seventy Five Thousand Seventy Three only



BETWEEN

Ø.,

(1) PARITOSH SINHA (PAN AMBPS7643A), son of Late Surendra Nath Sinha, by faith Hindu, by occupation Advocate, by nationality Indian, residing at Flat No.4A, 29A, Ballygunge Park, P.O. Ballygunge, P.S. Ballygunge, Kolkata-700019; (2) (SMT.) RONITA SINHA (PAN AMQPS8056C), wife of Shri Paritosh Sinha, by faith Hindu, by occupation Business, by nationality Indian, residing at Flat No.4A, 29A, Ballygunge Park, P.O. Ballygunge, P.S. Ballygunge, Kolkata- 700019; (3) MADHURI TRADECOM PRIVATE LIMITED (PAN AAGCM3357B), a company incorporated under the Companies Act, 1956, having its Registered Office at 5, Kiran Shankar Roy Road, P.O. Kolkata G.P.O. P.S. Hare Street, Kolkata - 700 001, represented by its Authorised Signatory MISS AYUSMITA SINHA (PAN CVFPS3413M), daughter of Shri Paritosh Sinha, by faith -Hindu, by occupation - Service, by nationality - Indian, residing at Flat No.4A, 29A, Ballygunge Park, P.O. Ballygunge, P.S. Ballygunge, Kolkata - 700 019; (4) R.S. DELTRADE PRIVATE LIMITED (PAN AAECR61231), a company incorporated under the Companies Act, 1956, having its Registered Office at 5, Kiran Shankar Roy Road, P.O. Kolkata G.P.O., P.S. Hare Street, Kolkata - 700 001, represented by its Director SMT. RONITA SINHA (PAN AMQPS8056C), wife of Shrl Paritosh Sinha, by faith Hindu, by occupation Business, by nationality Indian, residing at Flat No.4A, 29A, Ballygunge Park, P.O. Ballygunge, P.S. Ballygunge, Kolkata - 700 019; (5) SINHA AND COMPANY, a Proprietorship Firm, having its Office at 5, Kiran Shankar Roy Road, P.O. Kolkata G.P.O., P.S. Hare Street, Kolkata - 700 001, represented by its Sole Proprietor MR. PARITOSH SINHA (PAN AMBPS7643A), son of Late Surendra Nath Sinha, by faith Hindu, by occupation Advocate, by nationality - Indian, residing at Flat No.4A, 29A, Ballygunge Park, P.O. Ballygunge, P.S. Ballygunge, Kolkata - 700 019 all hereinafter collectively refer to as "the OWNERS" (which expression unless excluded or repugnant to the subject or context shall be deemed to mean and include, in case of individuals their respective heirs, executors, administrators, legal representatives and/or assigns and in case of the company its successor or successors-in-office and / or assigns) of the ONE PART

AND





EARTHWORK NIRMAN PRIVATE LIMITED (PAN AACCE2035N), a company incorporated under the Companies Act, 1956, having its Registered Office at Akash Nilay Housing Complex, Block – C/1, Flat No.1B, Ground Floor, Narayanpur, P.O. R-Gopalpur, P.S. Airport, Kolkata – 700 136, represented by its authorized signatory SHRI TAPASH SENGUPTA (PAN CXHPS5484G) son of late Ajit Sengupta, by faith Hindu, by occupation – Service, by nationality – Indian, residing at RB9, Raghunathpur, Sabnam Apt., Flat No. 3B, 2nd floor, P.S. Baguihati, P.O. Rabindra Nagar, Kolkata 700 059 hereinafter collectively refer to as "the DEVELOPER" (which expression unless excluded or repugnant to the subject or context shall be deemed to mean and include its successor or successors-in-office and / or assigns) of the OTHER PART.

egs.

PART-I # DEFINITIONS:

- In this agreement, unless there be something contrary or repugnant to the subject or context:
- (a) "said properties" shall mean the various pieces and parcels of land contain an aggregate area of 1 acre 95 decimals be the same little more or less situate lying at and being various R.S. and L.R. Dags all in Mouja Hatiara, J.L. No.14, R.S. No.188, Touzi No.160, 169 & 162/3 under P.S. Rajarhat (presently New Town) under the local limits of Bidhannagar Municipal Corporation and in the District of North 24 Parganas all morefully and particularly mentioned and described in the FIRST SCHEDULE hereunder written.
- (b) "New Buildings" shall mean three ground plus 10 storey building for residential use and one ground plus 3 storey building for club to be constructed by the Developer at the said properties and include any other structure to be erected by the Developer at the said properties.
- (c) "Common Areas And Installations" shall mean and include the areas, installations and facilities in the Building complex expressed or intended by the

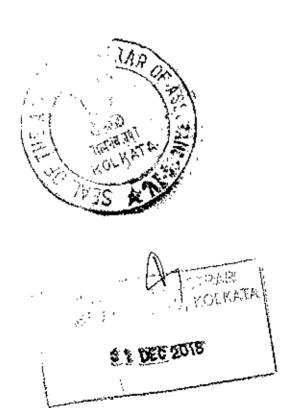






Developer for common use and subject to any variation to be made by the Developer shall include those mentioned in the THIRD SCHEDULE hereto.

- (d) "Building complex" shall mean the said properties with the New Buildings thereon and include Units and other constructed areas, Parking Spaces (both open and covered), Roofs and terraces and the Common Areas and installations forming part of the same.
- (e) "Units" shall mean flats or any other constructed area in the New Buildings for the purpose of Residential use.
- (f) "Club" shall mean the club building to be constructed by the Developer at the said Properties.
- (g) "Club Facilities" shall mean facilities to be provided in the club building to be constructed by the Developer at the said Properties for the common use of the owners of the units alongwith any other person or persons to be assigned by the Developer.
- (g) "Owners' Allocation" shall mean 42.5% share out of undivided one-fourth share of the Building complex to be allocated out of and in the Residential Units of the Building complex to belong to the Owners as morefully stipulated hereunder and wherever the context so permits or intends include 42.5% undivided share in the land of the said properties.
- (h) "Developer's Allocation" shall mean 57.5% share out of undivided one-fourth share of the Building complex to be allocated out of and in the Residential Units of the Building complex to belong to the Developer as morefully stipulated hereunder and wherever the context so permits or intends include 57.5% undivided share in the land of the said properties.



- (i) "Building Plans" shall mean the Building Plans sanctioned by the Bidhannagar Municipal Corporation for construction of new buildings at the said Properties sanctioned vide Building Sanction Plan No.BMC/BPN/RG/107/03/17/18(1/10) dated 28th December 2017. Wherever the context so intends shall include all modifications and/or alterations thereto that the Developer may cause to be made thereto.
- (j) "MARKETING" shall mean selling of any space in the Building complex to any transferee for owning and occupying any flat, unit, apartment and/or constructed space by the Developer for self and/or on behalf of the Owners in terms hereof.
- "Force Majeure" Force Majeure shall mean and include an event preventing (k) either Party from performing any or all of its obligations under this Indenture, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of any act or omission of the Party so prevented or breach by such Party of any of its obligations under this indenture or which could have been prevented by the party so prevented it by being diligent, vigilant or prudent, including, without limitation, flood, fire, explosion, earthquake, subsidence, epidemic or, other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or any relevant Government or Court orders materially affecting the continuance of the obligation or any local issues beyond the control of the Developer which may hamper the implementation of the Project such as Strike, lockout, non-availability of materials or other labour difficulties or existence of any adverse condition which causes a material or adverse effect or impact on the Project resulting in stoppage or suspension of work or sale of Units in the Project for a continuous period exceeding 30 (thirty) days.



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- (i) "Common Purposes" shall mean and include the purpose of maintaining, administering, up-keeping and security of the Building complex and in particular the Common Areas and Installations; rendition of common services in common to the owners of the Units in the Building complex; collection and disbursement of the common expenses; the purpose of regulating mutual rights obligations and liabilities of the owners of the Units; and dealing with all matters of common interest of the owners of the Units.
- (m) "parties" shall mean both the Owners hereto and the Developer hereto and "party" shall according to the context mean either the Owners hereto or the Developer hereto.

II. INTERPRETATION:

- (i) Reference to any Clause shall mean such Clause of this agreement and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this deed and include any parts of such Schedule.
- (ii) Headings, Clause Titles, Capitalized expressions and Bold expressions are given for convenience purpose only.

PART - II # RECITALS

WHEREAS

A. One Barada Kumar Roy was the sole and absolute owner of ALL THAT the various pieces and parcels of land contain an aggregate area of 1 acre 95 decimals be the same little more or less situate lying at and being R.S. and L.R. Dag Nos. mentioned herein below all in Mouja — Hatiara, J.L. No.14, R.S. No.188, Touzi No.160, 169 & 162/3 under P.S. Rajarhat (presently New Town) under the local limits of Bidhannagar Municipal Corporation and in the District of North 24 Parganas all morefully and particularly mentioned and described in





the FIRST SCHEDULE hereunder written and hereinafter referred to as "the SAID PROPERTIES":

R.S. & L.R. DAG NOS.	R.S. KHATIAN NO.	CLASSIFICATION	AREA (IN DECIMAL)
988	536	Bastu	93
974	435	Danga	16
977	488	Danga	9
968	592	Danga	14
978	945	Danga	4
986	945	Danga	4
991	945	Shali	43
972	389	Danga	5
973	389	Doba	. 4
987	547	8agan -	3
		Total:	195

- B. The said Barada Kumar Roy, a Hindu during his life time and at the time of his death and governed by Dayabhaga School of Hindu Law died Intestate on 29th July, 1976 leaving him surviving his four sons, Ranjit Roy, Ajit Kumar Roy, Surajit Kumar Roy and Sujit Roy and six daughters, Lila Bose, Prova Nag, Chhaya Majumder, Maya Aich, Mira Roy, Rama Majumder as his only heirs, heiresses and legal representatives who all upon his death inherited the said properties in equal undivided 1/10th shares each.
- C. The said Sujit Roy, a Hindu during his life time and at the time of his death and governed by Dayabhaga School of Hindu Law died Intestate as a bachelor leaving him surviving his three brothers Ranjit Roy, Ajit Krmar Roy and Surajit Kumar Roy and six sisters, Lila Bose, Prova Nág, Chhaya Majumder, Maya Aich, Mira Roy, Rama Majumder as his only heirs, heiresses, and legal representatives who all upon his death inherited his undivided 1/10th shares in the said properties in equal undivided 1/90th shares each.
- D. The said Ranjit Roy, a Hindu during his life time and at the time of his death and governed by Dayabhaga School of Hindu Law died Intestate leaving him



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surviving his wife Rama Roy as his only heiress and legal representative who upon his death inherited his undivided $1/9^{th}$ share in the said properties.

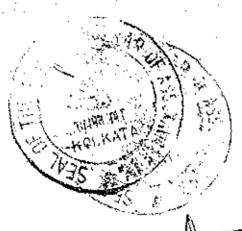
- E. The said Surajit Roy, a Hindu during his life time and at the time of his death and governed by Dayabhaga School of Hindu Law died Intestate leaving him surviving his wife Srabani Roy and only daughter Sanjukta Roy as his only heiresses and legal representatives who both upon his death inherited his undivided 1/9th shares in the said properties in equal undivided 1/18th share each.
- F. The said Lila Bose, a Hindu during her life time and at the time of her death and governed by Dayabhaga School of Hindu Law died Intestate leaving her surviving her husband Arun Kumar Bose and two daughters Tripti Ghosh Dastider and Mukti Dey as her only heir, heiresses and legal representatives who all upon her death inherited 1/9th shares in the said properties in equal undivided 1/27th share each.
- G. The said Prova Nag, a Hindu during her life time and at the time of her death and governed by Dayabhaga School of Hindu Law died intestate leaving her surviving her two sons Shiba Prasad Nag and Sambhu Nag and three daughters Ratna Sarkar, Sikha Aich and Munmun Bag as her only heirs, heiresses and legal representatives who all upon her death inherited her undivided 1/9th shares in the said properties in equal undivided 1/45th share each.
- H. The said Ratna Sarkar, a Hindu during her life time and at the time of her death and governed by Dayabhaga School of Hindu Law died Intestate leaving her surviving her only daughter Shampa Gupta as her only heiress and legal representative who upon her death inherited her undivided 1/45th shares in the said properties.
- I. The said Munmun Bag, a Hindu during her life time and at the time of her death and governed by Dayabhaga School of Hindu Law Died Intestate leaving her



surviving her husband Prafulla Bag and one son Swaraj Bag as her only heirs and legal representatives who both upon her death inherited her undivided 1/45th shares in the said properties in equal undivided 1/90th shares each.

- J. The said Chhaya Mazumdar, a Hindu during her life time and at the time of her death and governed by Dayabhaga School of Hindu Law died Intestate leaving her surviving her two sons Shubhasish Mazumdar and Debasish Mazumdar and one daughter Sharmishtha Sarkar as her only heirs, heiress and legal representatives who all upon her death inherited her undivided 1/9th share in the said properties in equal undivided 1/27th share each.
- K. The said Rama Majumder, a Hindu during her life time and at the time of her death and governed by Dayabhaga School of Hindu Law died intestate leaving her surviving her one son Sauvik Majumder and one daughter Dolon Majumder as her only heir, heiress and legal representatives who both upon her death inherited her undivided 1/9th shares in the said properties in equal undivided 1/18th share each.
- The surviving heirs and heiresses of the said Baroda Kumar Roy mutated their names in the record of the Block Land and Land Reforms Office as the owners of the said properties in the manner following:

<u>Name</u>	LR Khatian No.	
Rama Roy	15517	
Ajit Kumar Roy	15521	
Shrabani Roy	15523	
Sanjukta Roy	15522	
Tripti Ghosh Dastider	15526	
Mukti Dey	15527	
Shiba Prasad Nag	15539	
Shambhu Nag	15536	
Shampa Gupta	15538	
Shikha Aich	15537	
Swaraj Bag	15532	



ADDITIONAL REGISTRAFA
OF ASSURANCES-IV., KOLKANA

\$ # DEC 30/8

Shubhasish Majumder	15529	
Maya Aich	15518	
Mira Roy	15520	
Sauvik Mazumder	15524	
Dolon Majumder	15525	
Prafulla Kumar Bag	1.5535	
Arun Bose	15528	
Debasish Mazumder	15530	

M. By 5 several registered Deeds of Conveyance all dated 23^{re} September, 2015 and registered with the Additional District Sub-Registrar, Rajarhat, New Town, North 24 Parganas, the said Rama Roy and 18 others jointly sold conveyed, transferred, assigned and assured unto and in favour of the owners herein All That the undivided one-fourth share in the said properties, each deed containing an area of 9.75 Decimals, being undivided 1/20th share each in the said Properties, in the manner following:

51. No.	Purchaser/s	Deed No.	Area (in Decimals)
1.	Parktosh Sinha	1/10754/2015	9.75
2.	Ronita Sinha	1/10757/2015	9.75
3.	Madhuri Tradecom Private Limited	1/10762/2015	9.75
4.	R.S. Deltrade Private Limited	1/10759/2015	9.75
5.	Sinha and Company	1/10764/2015	9.75

N. The Owners herein got their names mutated in the records of the B.L.&L.R.O., Rajarhat as the owners of the said Properties under the following L.R. Khatian Nos.:

Name	L.R. Khatian No.	
Paritosh Sinha	16477	
Ronita Sinha	16487	
Madhuri Tradecom Private Limited	15246	
R S Deltrade Private Limited	16129	
Sinha and Company	16245	



- O. By a Deed of Amalgamation dated 3rd September 2016 made between the Owners herein and the other co-owners of the said Properties and registered with the Additional District Sub-Registrar, Rajarhat, New Town, North 24 Parganas in Book I Volume No.1523-2016 Pages 289616 to 289653 Being No.152309526 for the year 2016, the Owners herein amalgamated all the R.S. and L.R. Dags forming the said Properties.
- P. The Owners herein alongwith the other co-owners have got the said R.S. and L.R. Dag Nos.974, 977, 968, 978, 986, 991, 972 and 987 converted into 'Bastu' and also got the plan for construction of following new buildings at the said Properties sanctioned from the Bidhannagar Municipal Corporation vide Building Sanction Plan No.BMC/BPN/RG/107/03/17/18(1/10) dated 28th December 2017:

Si.No.	<u>Block</u>	No. of Storey	<u>Use</u>
1.	1	Ground plus 3 storey	Club
2.	2	Ground plus 10 storey	Residential
3.	3	Ground plus 10 storey	Residential
4.	4	Ground plus 10 storey	Residential

Q. The Owners alongwith the other co-owners jointly became desirous of developing the said Properties into a Building complex and desired to involve specialist real estate promoters for the purpose. The Developer being the one of the Owners of the said Properties entered upon discussions and negotiations with the other Co-owners and it has been agreed between them that the Owners would, inter alia, contribute the said Properties and the same shall be developed by the Developer. The Developer shall be the sole selling agent of the Building Complex and the sale proceeds of the Units shall be shared proportionately between the Owner and the Developer.



- R. By an another Development Agreement of even date the other co-owners have also agreed to give their share in the said Properties for development of the said Properties Into a Building Complex.
- S. The parties do hereby record into writing the terms and conditions agreed by and between them in connection with the development of the said properties and commercial exploitation of the respective allocations of the parties in the Building complex by the parties and their respective contributions, rights and obligations in respect of the same as hereinafter contained:

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

1. REPRESENTATIONS OF THE PARTIES:

- 1.1 The Owners have represented to and assured the Developer as follows:
 - (a) The Owners are the full and absolute owners of undivided one-fourth share in the said properties in parts as recited above and are absolutely seized and possessed of the same.
 - (b) The Owners have a marketable title in respect of undivided one-fourth share in the said properties including the building and other structures standing thereon in the parts as recited above without any claim, right, title, interest of any person thereon or therein and the Owners have absolute right to enter into this Agreement with the Developer and the Original Title Deeds in respect of undivided one-fourth share in the said properties are in the safe custody of the Owners themselves.
 - (c) Undivided one-fourth share in the said properties is free from all encumbrances, mortgages, charges, liens, lis-pendense, attachments, leases, tenancies, occupancy rights, uses, debutters, trusts, claims and



liabilities whatsoever and no other person or persons has got any right, title or interest in undivided one-fourth share in the said properties or any part thereof in any manner or on any account whatsoever.

- (d) There is no notice of acquisition or requisition received or pending in respect of the said properties or any part thereof and the said properties does not contain any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- (e) The Owners have not entered upon any agreement or contract with any other person or persons/company or companies in connection with undivided one-fourth share in the said properties or any part thereof or its development/sale/transfer prior to the execution of this agreement.
- (f) The Owners have not stood as guarantor or surety for any transaction whatsoever.
- (g) The Owners are free to enter into this agreement with the Developer and there is no impediment, obstruction, restriction or prohibition in the Owners entering upon this agreement and/or in development and transfer of undivided one-fourth share in the said properties.
- (h) There is no difficulty in the compliance of the obligations of the Owners hereunder.

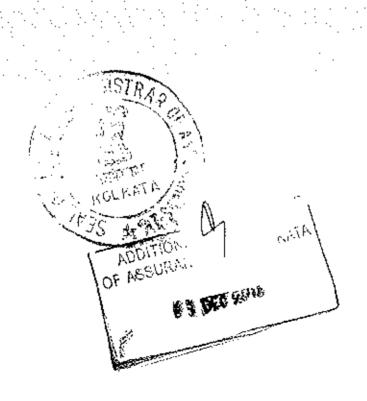
2. AGREEMENT, CONSIDERATION AND ENTITLEMENTS:

2.1 In the premises aforesaid, the parties have agreed and contracted with each other for development and commercial exploitation of the Building complex at the said properties for the mutual benefit of the parties respectively as contained herein and for the consideration and on the terms and conditions hereinafter contained.





- 2.2 In consideration of the mutual promises and obligations of the parties contained herein, the Owners hereby agree to contribute undivided one-fourth share in the said properties and to allow the same to be henceforth used exclusively and solely for the purpose of development of the same by the Developer and accordingly do hereby irrevocably grant to the Developer the sole and exclusive right and authority to construct the New Building at the sald properties and the right and entitlement to own, use and/or commercially exploit the Developer's Allocation as morefully stipulated hereinafter and also agree to sell convey and transfer 57.5% undivided share in the land of undivided one-fourth share in the the said properties TOGETHER WITH other properties benefits and rights as morefully stipulated hereinafter at or for the consideration and on the terms and conditions hereinafter contained.
- 2.3 In consideration for the Owners providing land of the said properties and complying with its obligations and liabilities herein contained, the Developer shall construct the New Buildings and the Owners shall be entitled to 42.5% of the total sale proceeds of the Units in the Building Complex out of the undivided one-fourth share in the said Properties belonging to the Owners.
- 2.4 It is agreed by and between the parties hereto that in the Building complex, the Owners shall be entitled 42.5% area in the Building Complex and Developer shall be entitled to 57.5% area in the Building Complex out of the undivided one-fourth share in the said Properties belonging to the Owners.
- 2.5 The deal is on Revenue Share model, i.e the receivable shall be shared proportionately between the Owners and the Developer.
- 2.6 The Developer agrees to develop the said properties in the manner hereinafter mentioned and to provide all requisite workmanship, materials, technical



knowhow and finances for the same in the manner and on the terms and conditions hereinafter contained.

- 2.7 The Owners' Allocation shall be constructed by the Developer at the Developer's cost.
- 2.8 The Developer's Allocation shall be constructed by the Developer.
- 2.9 It shall be obligation of the Owners to sell, convey and transfer to the Developer and/or its nominee or nominees the said 57.5% undivided share in the land comprised out of the undivided one-fourth share in the said Properties belonging to the Owners in such parts or shares as the Developer may nominate or require and in a state free from all encumbrances.
- 2.10 The parties will be strictly comply with the rules framed by Real Estate Regulatory Authority under the Real Estate (Regulation and Development) Act, 2016 and also rules framed by The West Bengal Housing Industry Regulation Act, 2017. The Parties shall strictly comply with the GST norms and shall regularly pay the same in accordance with law.
- 2.11 The sale and transfer by the Owners to the Developer and/or its nominees hereunder shall be free from all encumbrances and liabilities whatsoever or howsoever and it shall be the obligation of the Owners to confer and convey a marketable title in respect of the Developer's 57.5% share in the land out of the undivided one-fourth share in the said Properties belonging to the Owners to the Developer and/or the buyers of the Developer's Allocation.
- 2.12 Each of the promises herein shall be the consideration for the other.
- 2.13 Without prejudice to the generality of the foregoing provisions and nonetheless in addition thereto it is agreed that the consideration for the sale and transfer of the Developer's 57.5% undivided share in the land out of the undivided one-





fourth share in the said Properties belonging to the Owners forming part of the Developer's Allocation of the Developer shall bear be the costs of construction of the Owners' Allocation.

3. DEPOSIT:

3.1 Subject to the other terms hereof, the Developer shall deposit with the Owners, a sum of Rs.2,50,000.00 (Rupees two lacs fifty thousand) only as interest free deposit at or before the execution hereof in the manner as follows:

(1)	Paritosh Sinha	Rs.50,000/-
(2)	Ronita Sinha	Rs.50,000/-
(3)	Madhuri Tradecom Private Limited	Rs.50,000/-
(4)	R.S. Deltrade Private Limited	Rs.50,000/-
(5)	Sinha and Company	Rs.50,000/-

3.2 The said deposit will be refunded by the aforesaid Owners to the Developer simultaneously with the Developer handing over the Owners Allocation to the Owners.

4. CLUB:

- 4.1 The club building to be constructed by the Developer at a portion of the said Properties shall be for the use and enjoyment of the owners of the Units alongwith the other persons or persons whom the Developer may allow to use the same.
- 4.2 Any person owning any Unit in the Building complex shall be a member of the Club.



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- 4.3 The Developer may transfer the Club to any person or persons alongwith all the membership rights of the members and/or give the maintenance and management of the club to any agency whom the Owners and the Developer may deem fit and proper.
- 4.4 The Developer may induct members from outside of the Building complex in the Club at their wish.

5. TITLE:

- 5.1 The Owners shall make out a marketable title to undivided one-fourth share in the said properties and answer any requisitions on title that may be raised upon the Owners.
- 5.2 The Owners shall within 30 days from the date hereof pay and clear all arrear municipal and other rates and taxes (including any interest or penalty applicable thereon) in respect of the said properties.
- 5.3 In case any encumbrance or curable defect/deficiency in title is found to be affecting the said properties or any part thereof, the Owners shall remove and cure the same at their own costs and expenses promptly and within 30 days of receiving a notice from the Developer.

TITLE DEEDS:

5.1 The Owners shall at all times hereafter until delivery of the same to the association/society of the buyers of the Units in the Building complex keep all the original title deeds and papers relating to the title of undivided one-fourth share in the said properties in their custody safe unobliterated and uncancelled and upon sale of the Owners' Allocation and the Developer's Allocation the same shall be delivered to such association.



POSSESSION:

- 7.1 The Owners shall at or before the execution hereof deliver possession of undivided one-fourth share in the said properties to the Developer.
- 7.2 The Developer shall hold possession of undivided one-fourth share in the said properties or the portions thereof delivered by the Owners to the Developer to undertake the construction of the Building complex.

8. SANCTION AND MODIFICATION OF BUILDING PLANS:

- The plans for construction of the New Building has been prepared by the Developer from the Architects, Messrs. Raj Agarwal & Associates of 8 Royd Street, Kolkata and sanctioned by the Developer from the appropriate authorities at their own costs and expenses. Copies of the Building Plan has already been handed over to the Owners herein.
- 8.2 The Developer shall be entitled from time to time to cause modifications and alterations to the sanctioned building plans or revised sanctioned building plans in such manner and to such extent as the Developer may, in its sole discretion, deem fit and proper and as approved by the Architects Provided That in case due to any such modification or alteration the location, dimension or area of any Unit comprised in the Owners' Allocation gets affected, the Developer shall obtain the consent of the Owners in respect thereof, which consent shall not be unreasonably refused or delayed. All fees, costs, charges and expenses in respect of such modifications and alterations shall be borne and paid by the Developer.
- 8.3 In case, any additional area beyond those sanctioned thereunder can be constructed lawfully at undivided one-fourth share in the said properties or any part thereof, due to changes in any law, rules, regulations or bye-laws or



otherwise, the benefit of such additional construction and all appertaining right title and interest in the said properties shall accrue to and belong to the Owners and the Developer in the proportion of 42.5:57.5 and all costs and expenses for construction of such additional areas and obtaining any permission or right in connection therewith shall also be shared by the Owners and the Developer in the same proportion.

9. MARKETING

- 9.1 The cost of marketing of the Building Complex would be shared by and between the Owner and the Developer. The Owners shall be liable to pay 4 % of its sale proceeds as marketing cost to the Developer. The marketing costs which includes all the marketing related costs such as advertisement and promotion costs of the project shall be shared by the Owners and the Developers as agreed which the Owners shall pay to the Developer as a marketing cost (inclusive of advertisement and promotion costs of the project, brokerage, commission and all other costs and expenses on any account whatsoever relating to marketing or sale), in connection with the sharing of realization the following is agreed:
 - (a) Except Extra and Deposits (EDC) as mentioned in Fourth Schedule, all proceeds and receivables in gross on any account whatsoever arising from the sale or transfer or otherwise of any Transferable Areas (in short Realisation) by the parties jointly as above shall belong to the Owners in the said ratio i.e 42.5% and to the Developer in the said ratio of 57.5% to the Owner.
 - (b) Extras and Deposits (EDC) shall be realised solely by the Developer from the proposed buyers of the transferable areas both under the Owner's as well us Developer's Allocation..



- the Owners specifically agree and acknowledge that notwithstanding the allocation of the Units forming part of their respective Allocations, in addition to its own Allocation the Developer shall also be exclusively entitled to and shall have exclusive right to transfer or dispose of the Units forming part of the Owners Allocation in such manner and on such terms and conditions as Developer may deem fit and proper and be exclusively entitled to receive and realise the entire proceeds thereof with the sole obligation to pay to the Owners the Sale Proceeds arising out of the transfer or otherwise of the Units in their respective Shares in the Project in the manner agreed in this Agreement.
- (d) WBHIRA 2017 coming into effect, (i) Under the scheme of Development, three separate accounts will be opened with any Scheduled Bank Le One 'Project Sale Proceeds Bank Account'; one Special Bank Account (Escrow Account); a third Account termed as the 'Owners Sale Proceeds Bank Account'. Each instalment Cheque received from the Buyer will be first deposited into the 'Project Sale Proceeds Bank Account'. On the instruction of the the Developer, the Bank will transfer 70% out of the amounts credited in the Project Sale Proceeds Bank Account to the Credit of the Escrow Account for the purpose of covering cost of construction and out of the balance 30% of the installment amounts, 42.5% share out of the 30% of the installment amounts will be transferred to the Credit of the Owner's Sale Proceeds Bank Account. All customers will be required to be notified about mentioning of the 'Project Sale Proceeds Bank Account' in the cheques and other instruments for making payments. There shall be standing instructions to the bank about transfer of the funds therein to the Escrow account and the Owner's Sale Proceeds Bank Account. There shall be standing instructions to the bank about transfer of the funds therein to the bank accounts of the Owners subject to the restrictions under the WBHIRA 2017.



(e) The Developer shall provide a Quarterly statement of account to the Owners giving details of the total Sales Proceeds received by the Developer during the Quarter and calculation of the Owners Share.

INSURANCE

- 10.1 The Developer shall get the Building Complex insured during the course of construction of the Building Complex and both the Owners and the Developer shall pay the premium in the ratio of their respective Allocations.
- 10.2 In case, the Owners fails to mall make payment of the premium for insurance then the Developer shall have the right to deduct the said amount from the sale proceeds of the Owners share in the Units.

CONSTRUCTION OF THE BUILDING COMPLEX:

- 11.1 The Developer shall from time to time be entitled to demolish the existing building and other structures at the said properties and the proceeds that may be realized out of the sale of debris shall belong to the Developer.
- The Developer shall construct and build the Building complex at the said properties in accordance with the sanctioned building plans and to do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules applicable with the Bidhannagar Municipal Corporation in force at the relevant time. The construction shall be done by the Developer in strict compliance of the legal requirements.
- 11.3 The Developer shall construct erect and complete the Building complex in a good and workman like manner with good quality of materials and shall construct and finish the Owners' Allocation in accordance with the specifications mentioned in the THIRD SCHEDULE hereto save as may be modified or altered by mutual consent or with the approval of the Architect;



- 11.4 The Developer shall be entitled to use the existing connections and/or apply for and to obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all State or Central Government Authorities and statutory or other bodies or service providers required for the construction and use of the Building complex, at its own cost.
- In addition to the obligation of the Owners to execute the power of attorney in favour of the Developer as contained hereinafter, the Developer shall be authorised and empowered in its own name and also in the name of the Owners, insofar as may be necessary, to apply for and obtain all permissions, approvals and clearances from any authority whether local, state or central for the construction of the Building complex and also to sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the appropriate authority or authorities from time to time for demolition, constructions, making additions and/or alterations, and/or reconstructions on the said properties or any portion thereof and/or for obtaining any utilities and permissions.
- The Architect (already appointed as aforesaid) and entire team of people required for execution of the Building complex shall be such person as may be selected and appointed by the Developer in its sole discretion. All persons employed by the Developer for the purpose of construction shall be the persons under appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc., or their acts in any manner whatsoever and shall have no responsibility towards the architect and/or contractors labourers caretaker etc., or for the compliance of the provisions of labour laws, payment of wages, payment of Provident Fund, Employee State Insurance, etc., maintenance of records of labourers etc., and all the responsibilities in that behalf shall be of





the Developer and the Owners shall be kept protected and harmless against any action, if taken against the Owners for non compliance or violation of the said requirements.

- 13.7 Time for completion: Subject to force majeure and subject to the Owners not being in default in compliance of their obligations hereunder, the Developer shall construct and by a written notice offer the Owners to take possession of the Owners' Allocation within 66 (sixty six) months from the date of commencement of work. In the event of the Developer failing to construct and offer as aforesaid within the said time, the Developer shall be entitled to a grace period of 6 months.
- 11.8 Before Issuing notice to the Owners to take possession as aforesaid, the Developer shall construct and complete the concerned Units and other portions internally and provide reasonable ingress and egress, install the lift, obtain temporary or permanent water, electricity and drainage connections and obtain Completion Certificate of Architects in respect thereof.

COMMON PURPOSES:

As a matter of necessity, the Owners and the Developer and all persons deriving right title or interest from them or any of them, in using and enjoying their respective Areas would be bound and obliged to pay the amounts and outgoings and comply with the obligations restrictions conditions and covenants as may be framed by the Developer and adopted for or relating to the Common Purposes. The Owners shall be liable to pay Deposits on account of maintenance charges, common expenses, municipal rates and taxes etc., for the Owners' Allocation at the same rate as applicable to the transferees of the Units forming part of the Developer's Allocation before taking possession of the Owners' Allocation.



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- 12.2 While dealing with and/or entering into any agreements and other documents of transfer and/or commitments relating to transfer of their respective allocations or any part thereof, the Owners and the Developer shall respectively necessarily incorporate and ensure the payment of such amounts and outgoings and fulfilment and compliance of all such payments restrictions obligations conditions and covenants by the buyers/transferees of their respective allocations.
- 12.3 The Owners and the Developer shall upon completion of the Building complex form an Association (which may be a Society or Company or Association as may be deemed proper and expedient) for the Common Purposes and till such time Association is formed the Developer or its nominee shall be in charge for the Common Purposes.

13. OWNERS COVENANTS:

- 13.1 The Owners do and each of them doth hereby agree and covenant with the Developer:
 - modification/alteration of Sanction Plans in terms hereof, construction of the Building complex at the said properties by the Developer and/or sale of the Developer's Allocation and not to do any act deed or thing whereby any right of the Developer hereunder may be affected or the Developer is prevented from making or proceeding with the modification/alteration of Sanction Plans, construction of the Building complex or selling or otherwise transferring the Developer's Allocation.
 - (b) not to disturb the Developer in their possession of the said properties upon the Owners delivering the same from time to time.
 - (c) notwithstanding any act deed matter or thing by the Owners done omitted executed or knowingly permitted or suffered to the contrary,



the Owners are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said properties and have now in themselves good right full power and absolute authority and indefeasible title to enter upon this agreement and agree to grant sell convey transfer assign and assure the properties benefits and rights hereby agreed to be granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Developer in the manner aforesaid according to the true intent and meaning of these presents.

- 13.2 The Owners do hereby further agree and covenant with the Developer not to let out, grant lease, mortgage, charge or otherwise encumber or part with possession of the said properties or any part thereof as from the date hereof save only as regards the transfer of their share in the Owners' Allocation according to the express terms of this agreement.
- 13.3 For all or any of the purposes contained in this agreement, the Owners shall render all assistance and co-operation to the Developer and sign execute and submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time.
- 13.4 The Owners hereby agrees to give access to Mr. Prablr Roy Chowdhury and his assigns from the Building Complex to the plot just behind the property of the Building Complex for ingress and egress at all point of time hereafter.

14. POWERS OF ATTORNEY AND OTHER POWERS:

14.1 The Owners shall simultaneously with the execution of these presents execute and/or register one or more Powers of Attorney in favour of the Developer's nominated persons being namely Shri Prabir Roy Chowdhury son of late Netai



Roy Chowdhury and Shri Abir Roy Chowdhury son of Shri Prabir Roy Chowdhury both residing at Plot No.BF-14, Sector — I, Salt Lake, P.O. CC Block, P.S. Bidhannagar (North), Kolkata — 700 064 granting all necessary powers and authorities with regard to the several purposes contained herein relating to effectuating and implementation of this agreement and the exercise of the rights of the Developer as regards mutation, taxes, permissions and no objection certificates, sanctioning, construction and also otherwise under this agreement and agree not to revoke or cancel the same during the subsistence of this Agreement. If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned herein, the Owners shall grant the same to the Developer and/or its nominees at the latter's costs and expenses and agree not to revoke the same also during the subsistence of this Agreement.

- 14.2 While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owners in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe the rights of the Owners and/or go against the spirit of this agreement and if it does so whereby the Owners suffer any losses damages costs demands claims or proceedings, the Developer shall indemnify and keep the Owners fully saved harmless and indemnified in respect thereof. It is however clarified that nothing contained in the Power or Powers of Attorney to be so granted shall in any way absolve the Owners from complying with their obligations hereunder nor from compensating the Developer against any loss or damage, if any, that may be suffered by the Developer owing to delay or default in such compliance of their obligations.
- 14.3 It is understood that to facilitate the construction of the Building complex by the Developer and for obtaining necessary connections and utilities therein or therefor, various acts deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need



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the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.

14.4 The said power or powers of attorney to be so granted by the Owners to the Developer and/or its nominated persons shall form a part of this agreement and remain irrevocable.

15. MISCELLANEOUS:

- 15.1 It is further expressly clarified that notwithstanding any subsequent death or incapacity etc., of any of the Owners, this agreement as well as the Power/s of Attorney to be executed by the Owners in pursuance hereof, shall remain valid and effective and automatically bind all the heirs, executors, administrators, legal representatives, members and successors of the Owners as if they were parties hereto and to the said Power/s of Attorney.
- 15.2 The Developer shall provide necessary finance for development of the Building complex as stated hereinabove and without affecting such obligation of the Developer, the Owners do hereby also agree and permit the Developer to obtain finance required in respect of development of the said properties from Banks and/or the Financial Institutions (viz Life Insurance Corporation of India, Housing Development Finance Corporation Limited, SBI Home Finance Limited, National Housing Bank etc.) by mortgaging and charging the Developer's 57.5% share in the land of the said properties and/or the Developer's Allocation or



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any part or share thereof. The Developer shall also be entitled to get the Building complex at the said properties approved from any of the Banks and/or Financial Institutions to enable the persons Interested in acquiring and owning any Unit or other portion in the Building complex to take loans from any such Banks or Financial Institutions. However, the Owners' Allocation shall not be mortgaged or charged in any manner and the Owners shall not be nor be made liable for refund of the loans and as far as practicable the Developer shall not make the Owners a party to any such transaction. Even if the Owners shall be required to be party to any such loan transaction, the Owners shall not be liable in any manner for repayment thereof or any consequence of default in such repayment, in case owing to any loans or finances obtained by the Developer. the Owners suffer any loss or damage due to any non repayment or delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of their obligations in respect of any such loan or liability whatsoever, the Developer shall indemnify and keep the Owners saved harmless and indemnified in respect thereof.

15.3 Municipal and other rates and taxes, electricity charges etc. In respect of the same shall be borne and paid by the Developer with effect from the date hereof till delivery of the Owners' Allocation in terms hereof, all incomings and outgoings (including but not limited to municipal and other rates and taxes, electricity charges etc.) in respect of the respective areas to belong to them respectively therein shall be borne paid and discharged by them respectively without making the other party liable therefor in any manner whatsoever and with effect from the date of the sanction of plans and until such construction and delivery of the Owners' Allocation, the same shall be borne paid and discharged by the Owners and the Developer in the proportion 42.5%;57.5%.



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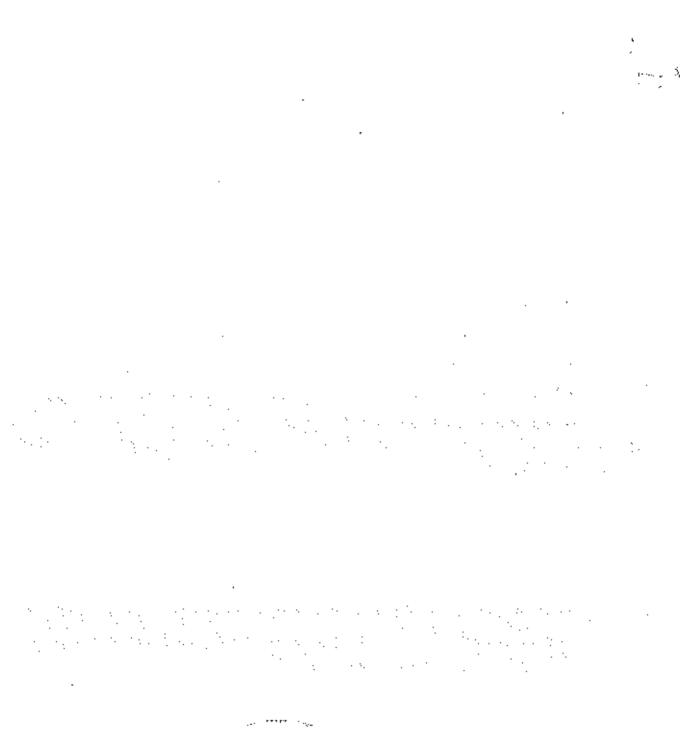
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16. EXTRAS & DEPOSITS:

- 16.1 The Owners agree to pay and/or cause to be paid by their transferees to the Developer, the amounts mentioned in FOURTH SCHEDULE hereunder written in respect of the Owners' Allocation, on or before delivery of possession thereof or part thereof
- 16.2 All present tax liabilities in relation to the construction of the Building complex namely works contract tax, service tax, VAT, GST, etc. shall be to the account of the Developer. However, any such tax liabilities arising out of this contract pertaining to the Owners's Allocation or realization in lieu thereof shall be borne and shall be to the account of the Owners.

17. DEFAULTS:

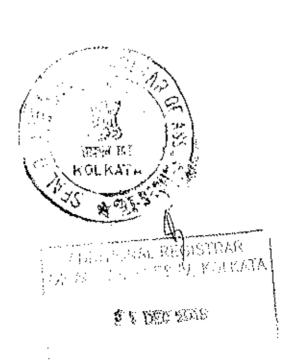
- 17.1 In case the Owners fail to make out a marketable title or commits any delay or default in removing/curing the encumbrance/defect/deficiency in the manner or within the period contained herein, then without prejudice to the other rights and remedies of the Developer as contained hereinbelow, the Developer shall be entitled to take all or any of the following recourses in any priority or order as the Developer shall deem fit and proper:
 - (a) To cancel this agreement;
 - (b) To itself try and attempt to remove/cure such encumbrance/defect/deficiency at the cost of the Owners and by paying such amounts and in such manner and on such terms and conditions as the Developer may deem fit and proper;
 - (c) To sue the Owners for specific performance of the contract and/or damages.
- 17.2 In case the Developer complies with and/or is ready and willing to comply with its obligations herein contained and the Owners fail and/or neglect to comply





with any of their obligations hereunder within the stipulated period or in the manner stipulated, then in such event the Developer shall, without prejudice to their other rights and remedies hereunder or under law against the Owners (including to cancel this agreement), have the right to sue the Owners for specific performance of this contract and/or damages.

- 17.3 If in exercise of its rights under clause 17.1 or 17.2 hereinabove, the Developer cancels this agreement, the Owners shall refund all amounts paid by the Developer to them directly or through the occupant for vacating hereunder together with all costs that may have been incurred by the Developer in or in anyway relating to the said properties in pursuance hereof and together with interest @18% per annum.
- 17.4 In case the Owners comply with and/or are ready and willing to carry out their obligations as stated herein and the Developer fails and/or neglects to comply with its obligations to construct the New Building within the stipulated period or grace period as mentioned hereinabove, the Owners shall be entitled to take over and assume full control of the Building complex and have the unfinished work/job to be completed at the costs and expenses and on account of the Developer together with additional 5 (five percent) of such costs and expenses as and by way of pre-determined liquidated damages. Such costs and expenses as well as liquidated damages may be protanto recovered by the Owners from out of the consideration receivable against the sale of the Developer's Allocation. Nothing contained hereinabove shall affect the right of the Owners to sue the Developer for specific performance of this contract and/or damages.
- 17.5 In case the Owners comply with and/or are ready and willing to carry out their obligations as stated herein and the Developer falls and/or neglects to comply with its other obligations hereunder, the Owners shall give a written notice to the Developer to remedy the default within 60 days of such notice and in case the Developer fall to remedy the default within such 60 days notice period, the



Owners shall be entitled to sue the Developer for specific performance of the contract and/or damages.

- 17.6 If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out their obligations under this agreement or to extend full co-operation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by them from the defaulting party without prejudice to their other rights hereunder.
- 17.7 Neither party hereto can unilaterally cancel or rescind this agreement at any time unless such party is entitled to do so by express terms of this agreement contained elsewhere herein upon default of the other party.
- 17.8 Without prejudice to the other provisions hereof, the Owners specifically agree and accept that in case of a default by the Owners, remedy in damages may not be sufficient remedy to the Developer and the Developer shall be well and truly entitled to seek and obtain the remedy of specific performance of the contract against the Owners.

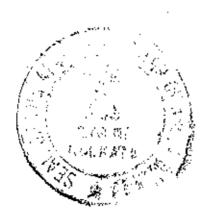
18. FORCE MAJEURE:

18.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Indenture, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of any act or omission of the Party so prevented or breach by such Party of any of its obligations under this Indenture or which could have been prevented by the party so prevented it by being diligent, vigilant or prudent, including, without limitation, flood, fire, explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation,

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regulation, ruling or any relevant Government or Court orders materially affecting the continuance of the obligation or any local issues beyond the control of the Developer which may hamper the implementation of the Project such as Strike, lockout, non-availability of materials or other labour difficulties or existence of any adverse condition which causes a material or adverse effect or impact on the Project and/or the Land resulting in stoppage or suspension of work or sale of Units in the Project for a continuous period exceeding 30 (thirty) days.

- 18.2 If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof. Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Indenture for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.
- 18.3 In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof.
- 18.4 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or



ADDITIONAL REGISTRAR
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to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

19. NOTICES:

19.1 All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of despatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served.

20. ARBITRATION:

- 20.1 All disputes and differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/ or the said properties or determination of any liability shall be referred to the arbitration of such person to be appointed by the parties mutually as per the Arbitration and Conciliation Act 1996 and the award of the Arbitrator shall be final and binding on the parties hereto. In connection with the said arbitration, the parties have agreed and declared as follows:
 - (a) The Arbitrator shall have summary powers and will be entitled to lay down their own procedure.
 - (b) The Arbitrator will be at liberty to give interim orders and/or directions.
 - (c) The Arbitrator shall be entitled to rely on oral submissions made by the parties and to pass awards and/or directions based on such oral submissions.
 - (d) The Arbitrator will be at liberty to award compensation and the parties have agree not to challenge the authority of the Arbitrators in awarding such compensation.



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OF ASSURANCES-IV, KOLKATA

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21. JURISDICTION:

21.1 Only the Courts within the District of North 24 Parganas having territorial jurisdiction over the said properties shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.

THE FIRST SCHEDULE ABOVE REFERRED TO: (SAID PROPERTIES)

ALL THAT the undivided one-fourth share in various pieces and parcels of land contain an aggregate area of 1 acre 95 decimals be the same little more or less situate lying at and being R.S. and L.R. Dag Nos. mentioned herein below and all recorded in L.R. Khatian Nos. 16475, 16494, 16501, 16502, 16503, 16488, 16489, 16130, 16493, 16510, 16171, 16443, 16156, 16269, 16127, 16236, 16239, 16155, 16444, 16477, 16487, 16246, 16129 and 16245 in Mouja — Hatiara, J.L. No.14, R.S. No.188, Touzi No.160, 169 & 162/3 under P.S. Rajarhat (presently New Town) under the local limits of Rajarhat, Gopalpur Municipality and in the District of North 24 Parganas":

R.S. & L.R. DAG NOS.	R.S. KHATIAN NO.	CLASSIFICATION	AREA (IN DECIMAL)	
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ADDITIONAL REGISTRAR OF ASSURANCES-IV, KOLKATA

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ON THE NORTH

Corporation Road;

ON THE EAST

Common Passage and private houses;

ON THE SOUTH

Common Passage and private houses;

ON THE WEST

Private houses and others' vacant land.

THE SECOND SCHEDULE ABOVE REFERRED TO: (COMMON AREAS & INSTALLATIONS)

A. Common Areas & Installations at the Residential Buildings:

- Staircases, landings and passage with glass panes and stair-cover on the ultimate roof.
- Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the two lifts of the Designated Block.
- Two automatic Lifts in each residential buildings with all machineries accessories and equipments (including the lift machine room) and lift well.
- Ultimate Roof of the Building.
- Electrical installations with main switch and meter and space required therefore in the Residential Buildings
- Over head water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the Residential Buildings.
- Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Residential Buildings.



 Such other areas, installations and/or facilities as the Vendor may from time to time specify to form part of the Common Areas and Installations of the Residential Buildings

B. Common Areas & Installations at the Building complex:

- Electrical installations and the accessories and wirings in respect of the Building complex and the space required therefore, if installed (and if installed then at extra costs as specified herein).
- Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Residential Buildings.
- Municipal Water supply or Deep tube well with water filtration plant (only in case of deep tube well) for water supply.
- Water waste and sewerage evacuation pipes and drains from the several buildings to the municipal drains.
- DG Set, its panels, accessories and wirings and space for installation of the same.
- Club related construction viz., Room for Library. Indoor Games and Yoga and the fittings and fixtures relating to the Swimming Pool and changing Rooms/spaces, Gymnasium with provision for and Multipurpose court.
- Community Hall with provision for AC.
- Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas and Installations of the Building complex

THE THIRD SCHEDULE ABOVE REFERRED TO: (SPECIFICATIONS)

 STRUCTURE: The buildings shall be constructed with RCC framed in accordance with the plan and drawing prepared by the Architects and sanctioned by the Bidhannagar Municipal Corporation.



II. FLOORING:

MAIN LOBBY OF THE BUILDING: Marble/Vitrified Tiles

FLOOR LOBBIES OF INDIVIDUAL BLOCKS: Marble/Vitrified Tiles

STAIRCASE: Kota

III. ULTIMATE ROOF OF THE BUILDING:

Water proof

IV. RESIDENTIAL UNITS:

1. Flooring : Marble/Vitrified Tiles

2. Walls : Putty finish

3. Bedrooms : Marble/Vitrified Tiles

4. Kitchen : Antiskid ceramic Tiles flooring and Granite finish Kitchen

top.

5. Bathrooms : Flooring of Anti skid Ceramic Tiles, Walling of Ceramic

Tiles upto door height

6. Doors : Flush Doors

7. Windows : Aluminium Sliding

8. Electrical : Copper concealed wiring

9. Plumbing : Concealed pipes, White colour sanitary wares in toilet,

V. <u>CLUB:</u>

1. Flooring : Marble/Vitrified Tiles

2. Walls : Putty finish

3. Doors : Flush/Glass doors

4. Windows : Powder coated Aluminium Sliding

5. Electrical : Copper concealed wiring

6. Plumbing : Concealed pipes, White colour sanitary wares in toilet.



THE FOURTH SCHEDULE ABOVE REFERRED TO: (EXTRAS & DEPOSITS)

EXTRAS shall include:

- (a) all costs, charges and expenses on account of electricity power and all the amounts payable to the electricity service provider;
- (b) Security or any other deposit (including minimum deposits or any deposit by any name called) and all additional amounts or increases thereof payable to the electricity service provider for electricity connection at the Building complex.
- (c) all costs, charges and expenses on account of generator and its accessories (including cables, panels and the like) for the Building complex;
- (d) Betterment fees, development charges, water connection charges and other levies taxes duties and statutory liabilities that may be charged on the said properties or the buildings or the Units or on their transfer or construction partially or wholly, as the case may be.
- (e) Cost of formation of service maintenance company/society.
- (f) Service tax, GST, or any other statutory charges/levies.

DEPOSITS (which shall be interest free) shall include:

- (a) Deposit on account of maintenance charges, common expenses, municipal rates and taxes etc.
- (b) Any other deposits if so made applicable by the Developer for the Units, with the consent of the Owners, in the Building complex.



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

SIGNED SEALED AND DELIVERED by the abovenamed OWNERS at Kolkata in the presence of:

Umanghian Adronal

S. Kiran Shanhar Roy Road

p. pos 7. K.s. Rorport 1Kel-1 (4,1)

(Paritosh Sinha)

(Ronita Sinha)

For Madhuri Tradecom Private Limited

Myushi Authorised Signatory

Louite Sinhar.

(Ayusmita Sinha)

For R.S. Deltrade Private Limited

Lomith Sinha.

(Ronita Sinha)

For Sinha And Company

Proprietor

(Paritosh Sinha)



Signed Sealed and Delivered on behalf of the abovenamed DEVELOPER, by its Authorised Signatory, Shri Tapas Sengupta at Kolkata in the presence of:

For Earthwork Nirman Private Limited

Authorised Signatory

(Tapash Sengupta)

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Drafted by:

(Umang More)

Advocate

High Court, Calcutta

WB/85/2003



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OF ASSURANCES-IV, KOLKATA

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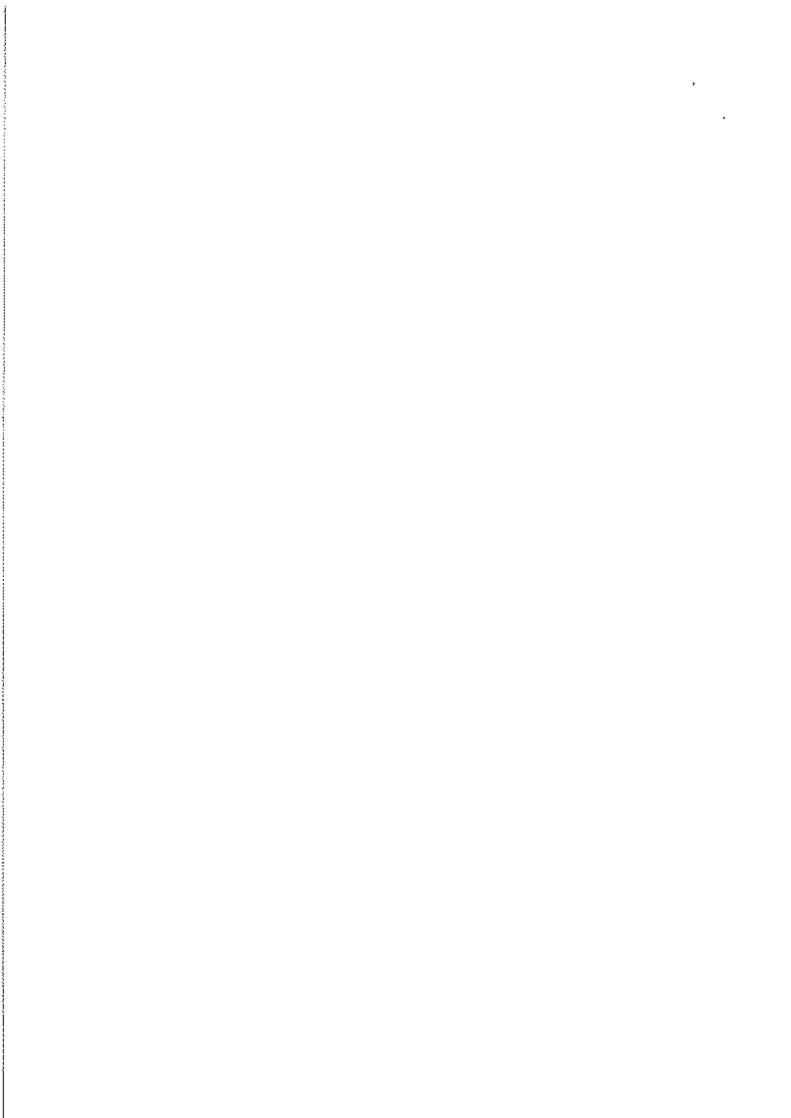


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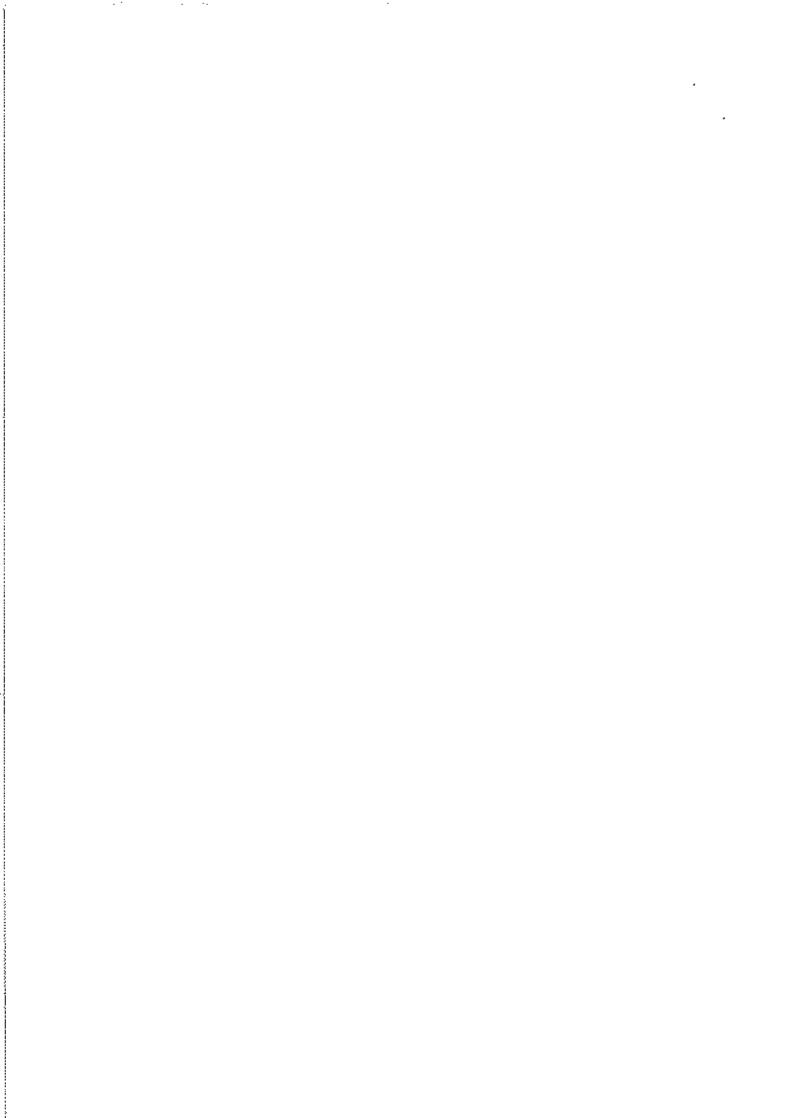
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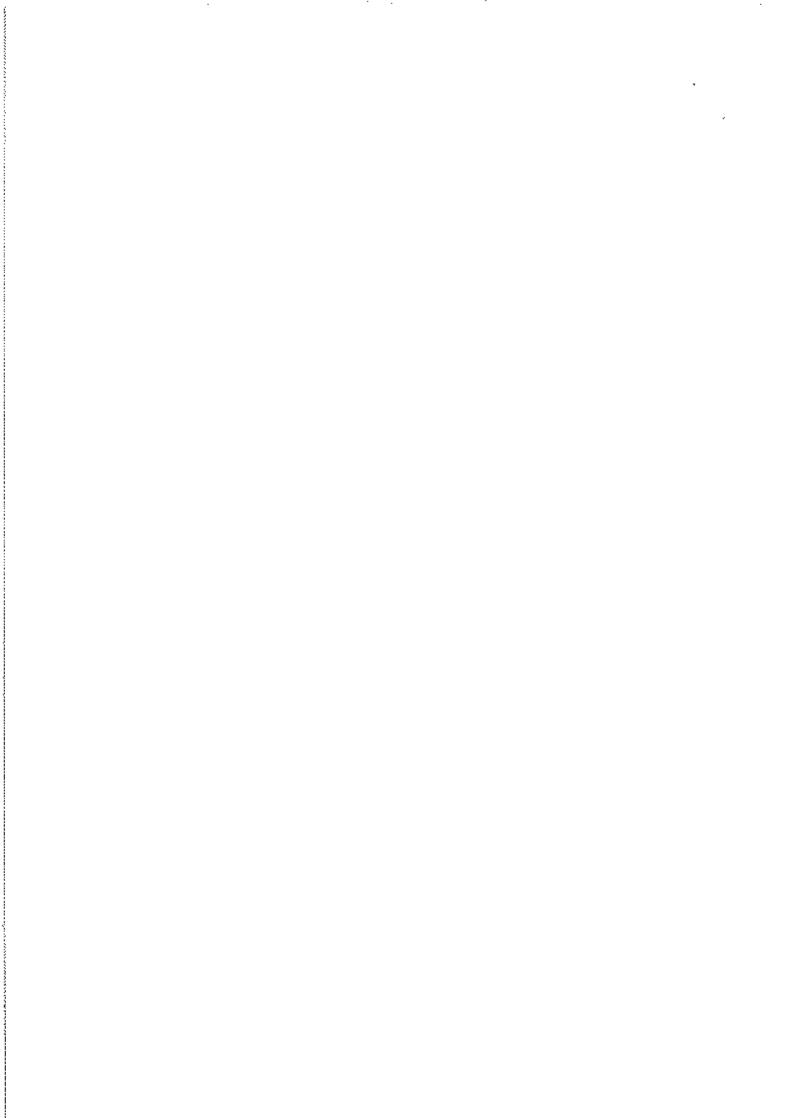
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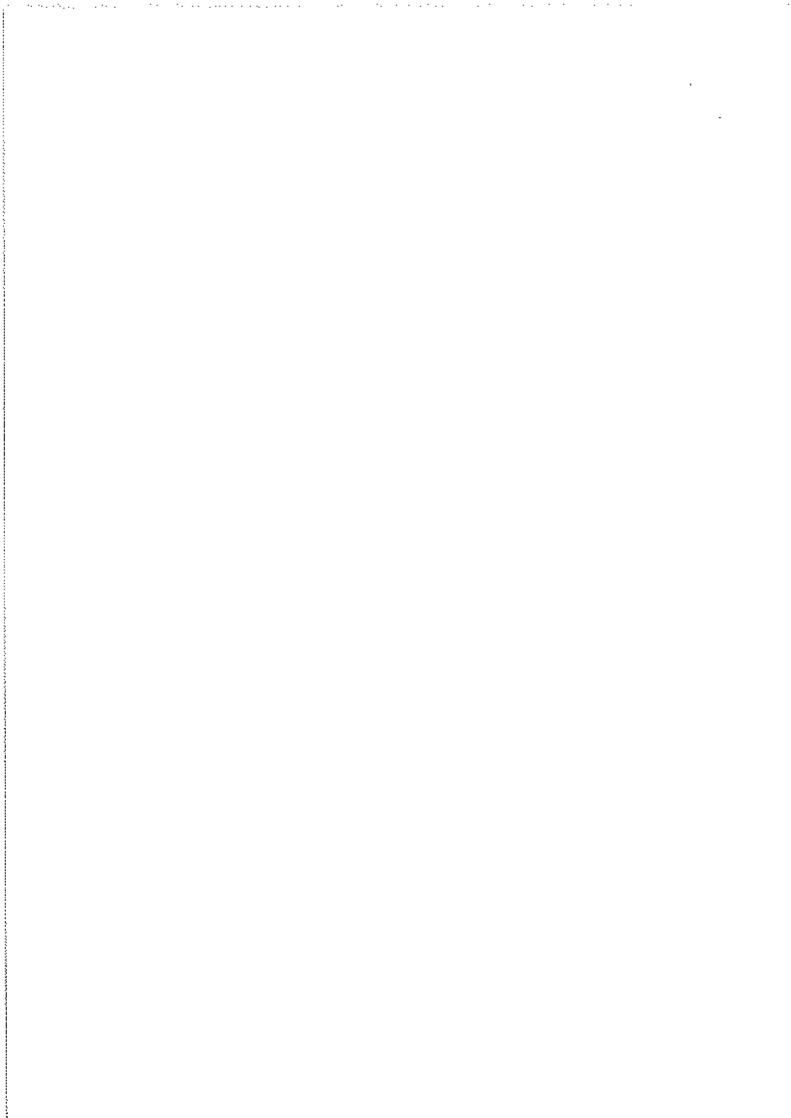
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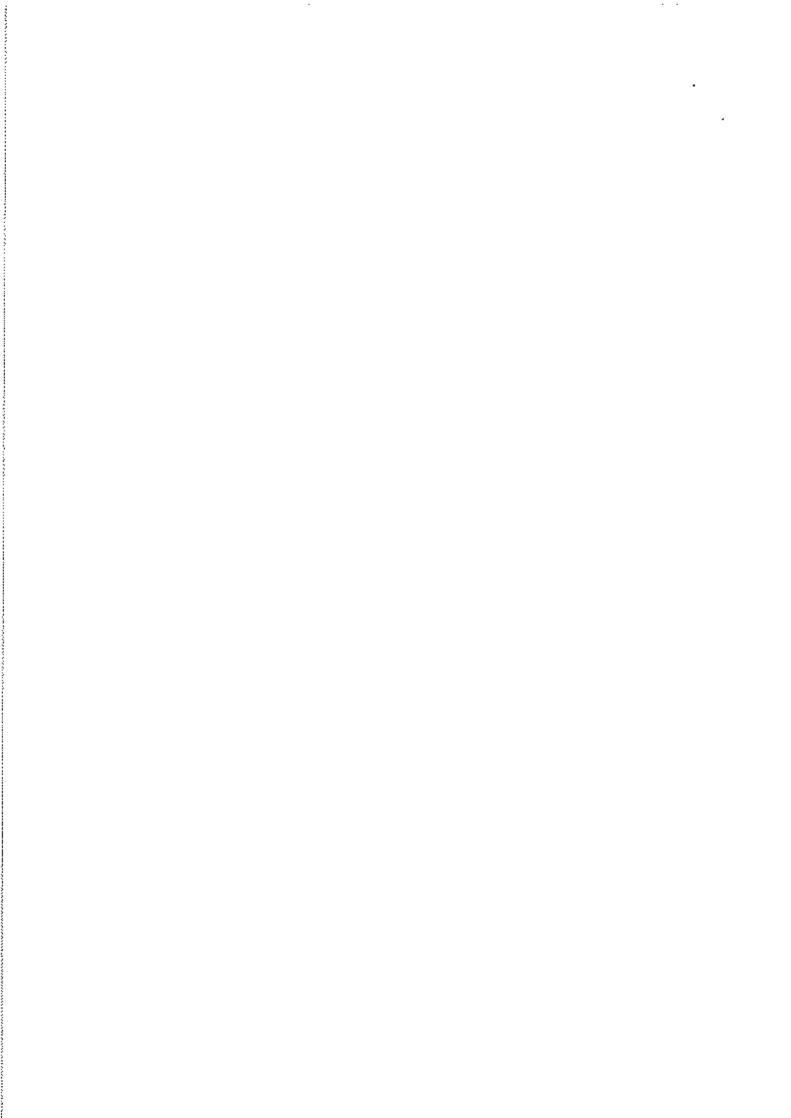
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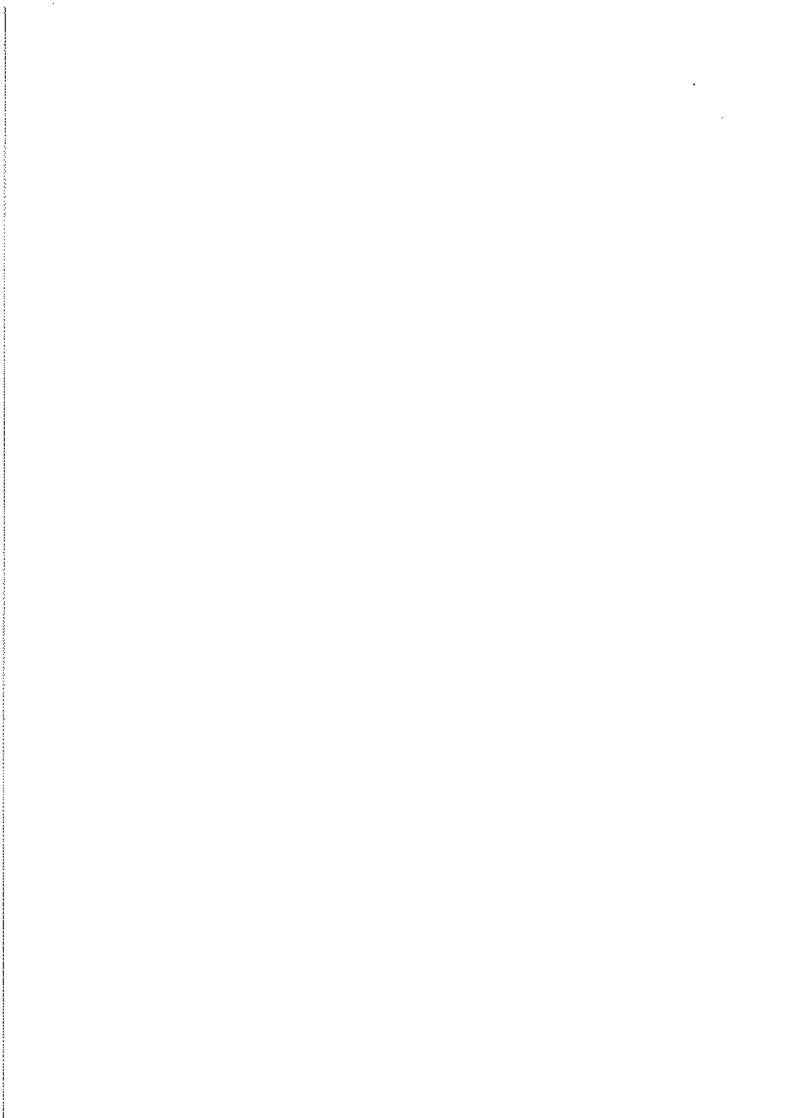


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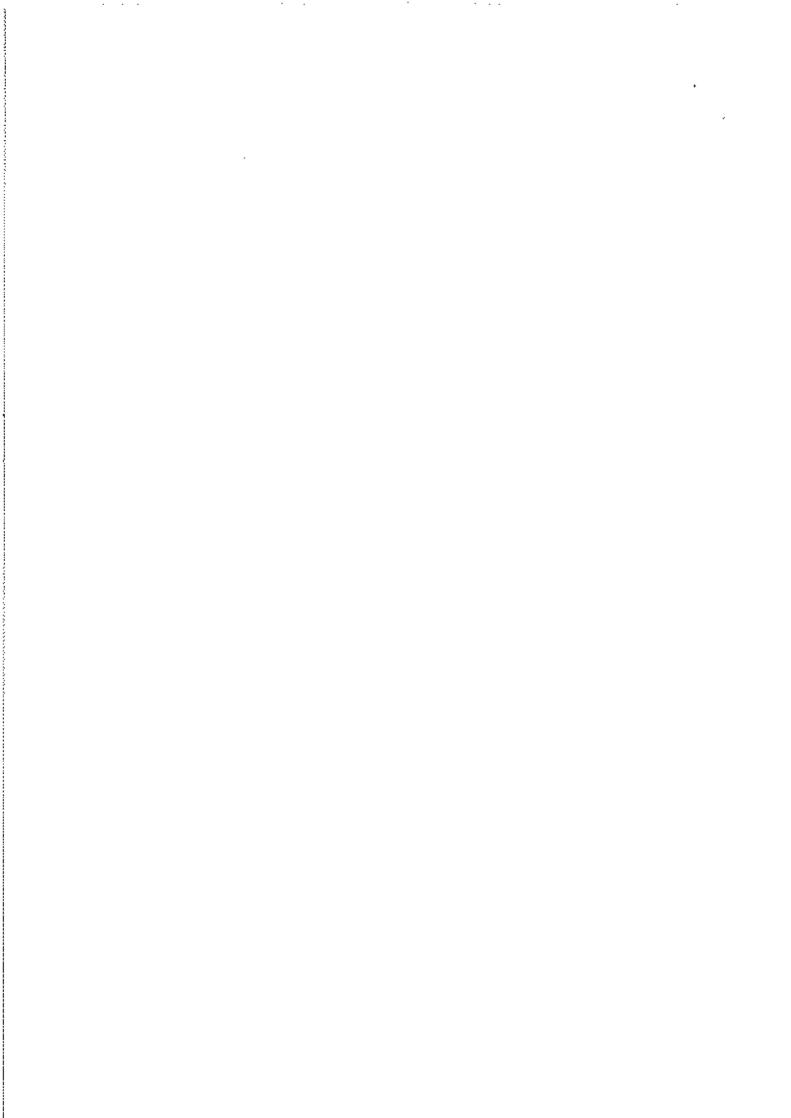
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आपका आधार क्रमांक / Your Aadhaar No. :

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मेरा आधार, मेरी पहचान



WING ARTON Government of India

अयुरिमता मिन्द्रा Ayusmila Sinha

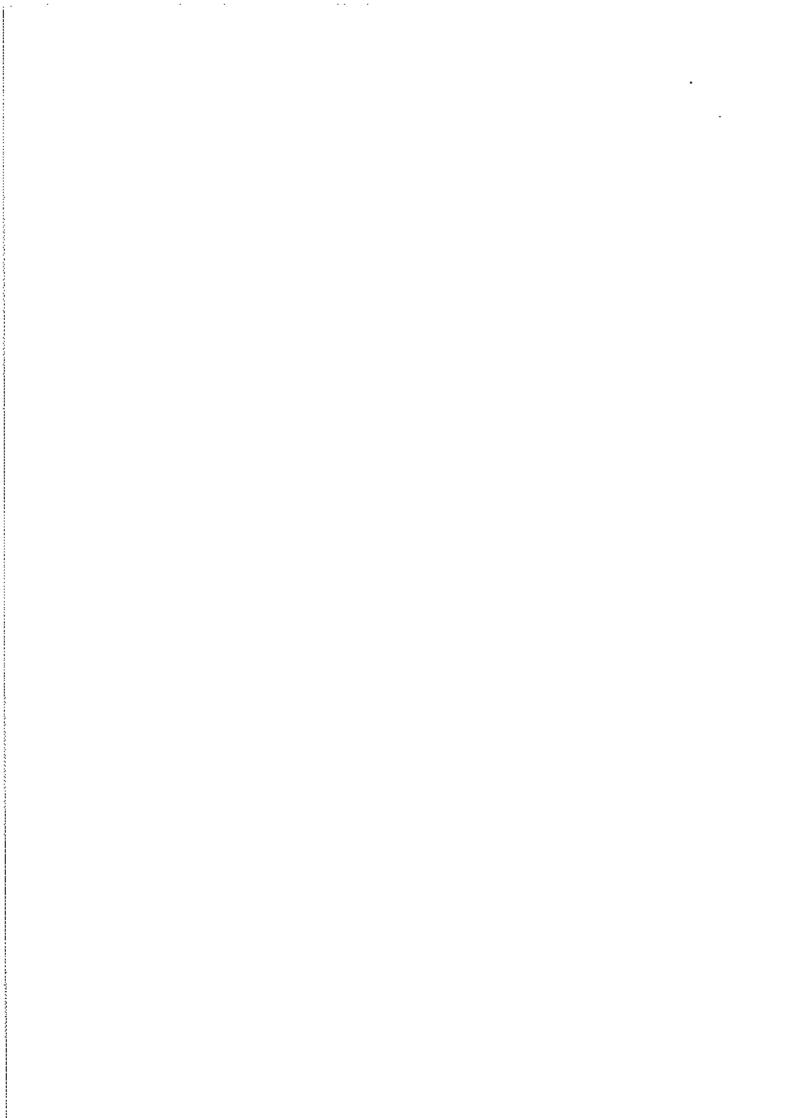
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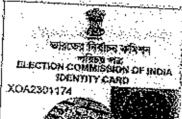
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NAMES AND PROPERTY.



विकारका नाम

সামুশ্রিখ্য সিন্ম

Elector's Name

Ayusquita Sinha

শিতাইদায়

পরিভোষ সিনহা

Father's Name

Parkost Single

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294, BALLYGUNES: PARK , KARAYA KOLKATA-780010

Onto: 03/12/2013

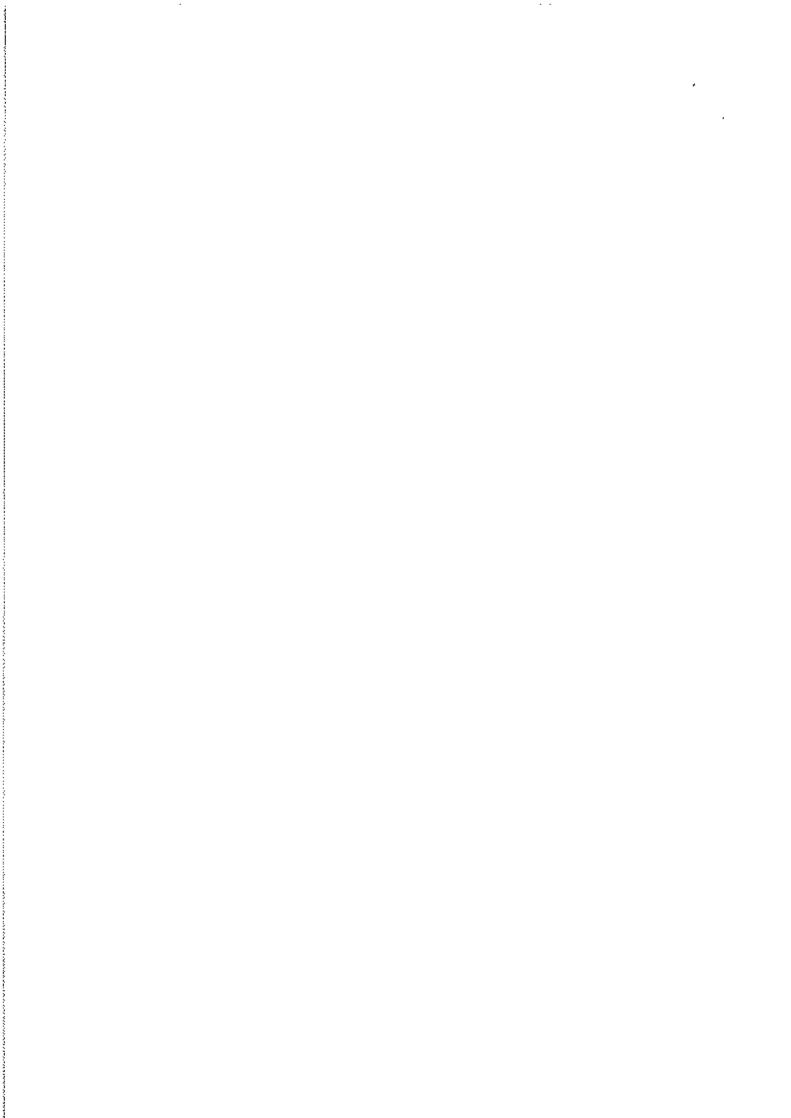
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161-Ballypunge Constituency

भार ब्रिंग्सन क्षेत्र पहुंचे भी स्वयं प्रचान क्षेत्र पह रक्षण छ न गोरंग गाँकि अभिनाका नातनाम क्या प्रशित कर्

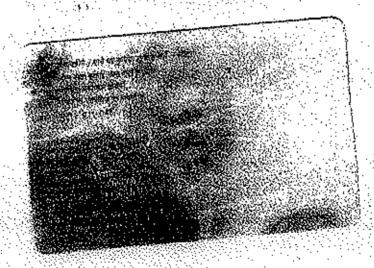
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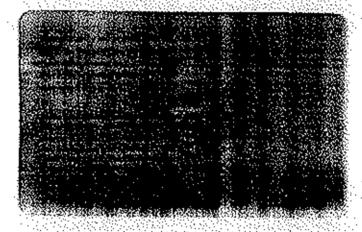


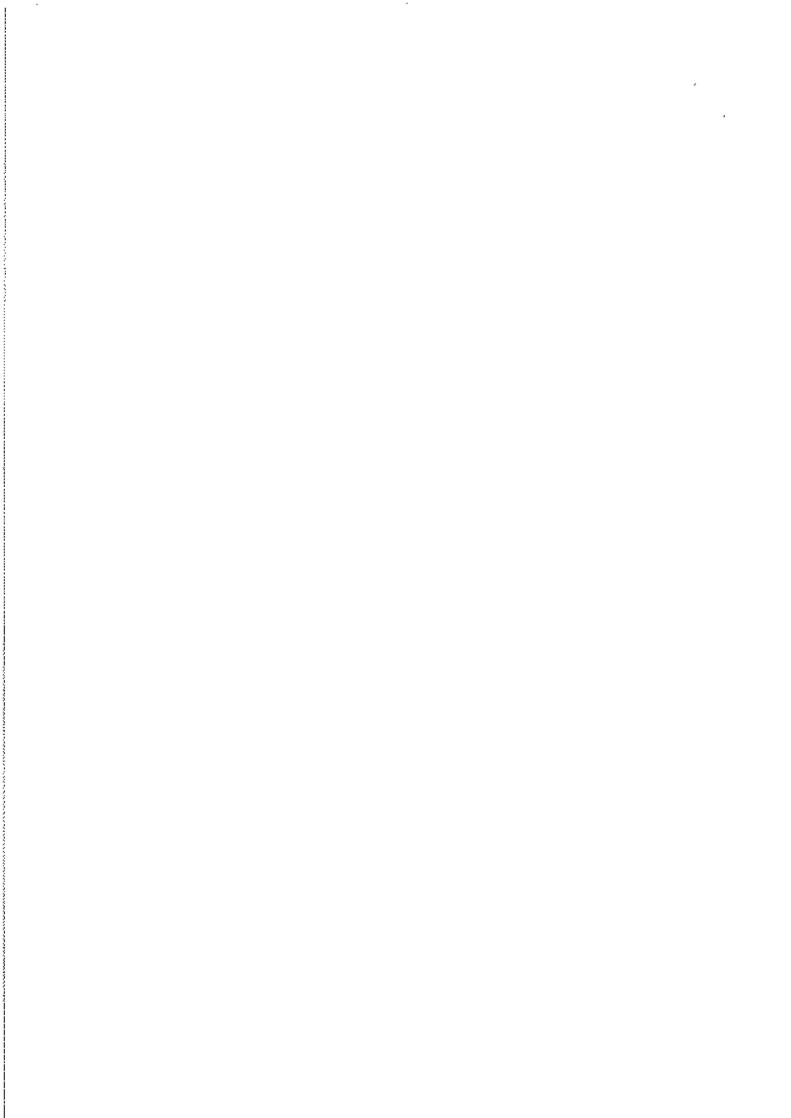
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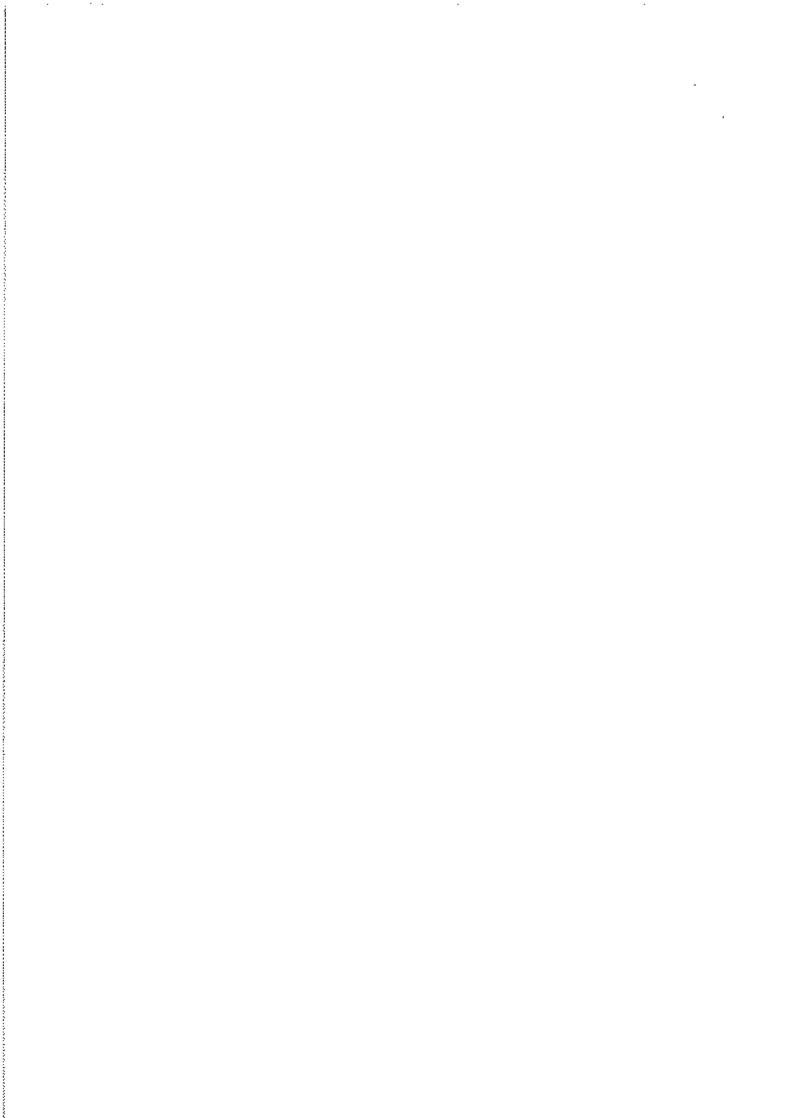
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भारत सरकार GOVE OF INDIA



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भारत सरकार Unique Identification Authority of India Generalisent of India

Enrollment No.: 1111/30710/01594

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REPLATED 2F

FABRAM APPARTMENT

Republish Godelpur (m)

Republishur

North 24 Peragonals North 24 Pergenas

West Bengal 700059





आपका आधार क्रमांक / Your Aedhear No.

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आधार - आम आदमी का अधिकार



CASE CONTRACTOR OF THE CONTRAC

Tapash Sengupta DDB: 11/01/1964 Mele



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आधार - आम आदमी का अधिकार





भ्चता

े आधार प्रह्मान का प्रमाण है, जागरिकाल का नहीं ।

। पहचान का प्रमाण जॉनस्वास्न प्रमाणीकरण द्यारा प्राप्त के

INFORMATION

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F To establish identity, authenticete online .

i: आधार देश भर में सान्य हैं l

 आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का लास उठाने में उपयोगी होंगा !

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r Andhaer will be helpful in evalling Government and Non-Government services in future.



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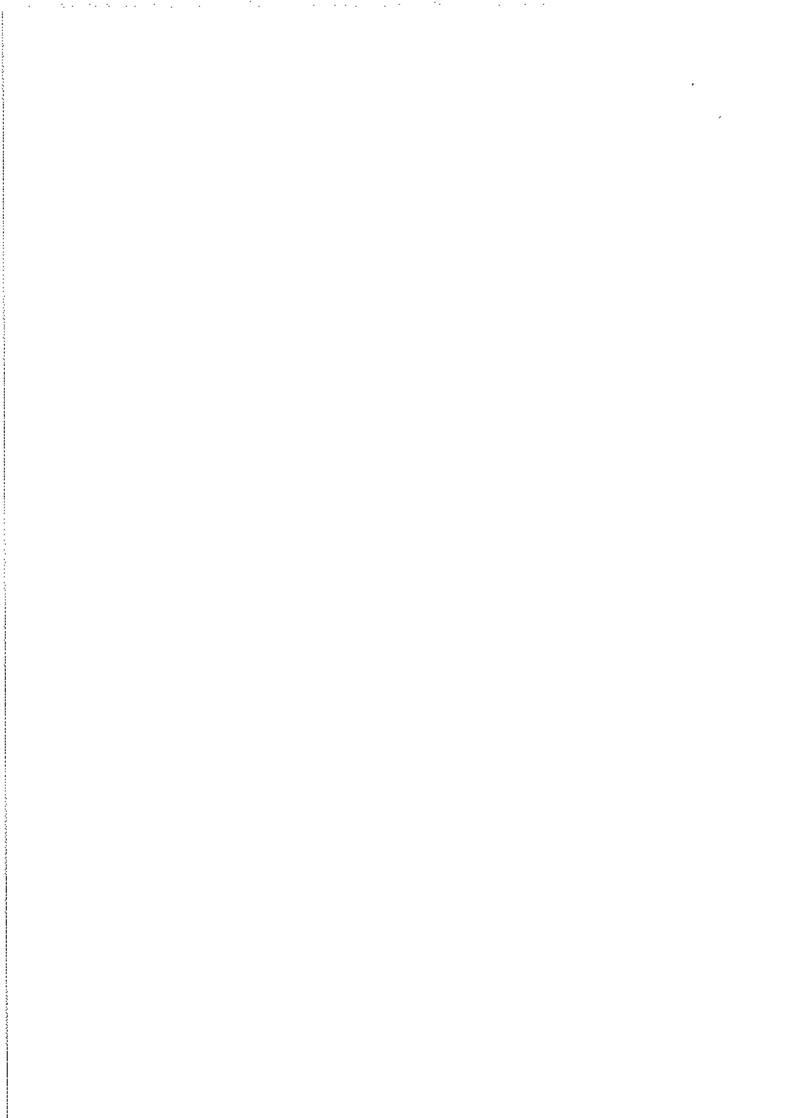
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Market Company

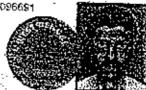
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ভারতের নির্বাচন কমিল্ন ELECTION COMMERION OF INDIA

ISM20966\$1



শির্বান্তক্_যপাহ

: তাপস সেনচর

Elector's Name

Tepesh bengapte

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11/01/1964

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MB-৪, সংলয় এপটিয়েট, চতুনাংগুং , বাচইপ্রতি, উচ্চ ইও শহরণে (20005)

Address:

RB4, Sabnasi Appt., Naghunathpur . Baguati, North 24 Panganap. Toddss



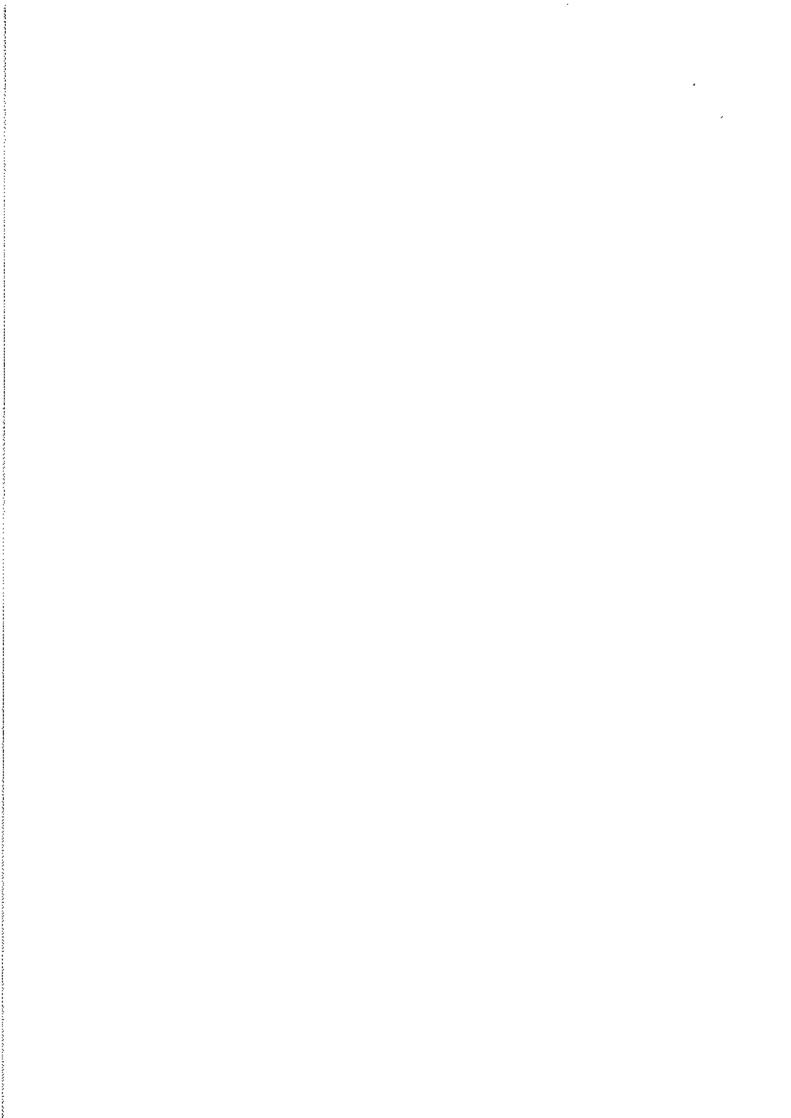
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117-सम्बद्धिः स्थापमपूर स्थितिः । प्रांत्रक विश्वका दिवस्य थाविकारिका स्टब्स्ट महास्त्रका महरूक्ति Fatsimile Signature of the Electoral Registration Officer for

117-Bojertial Gopulour Constituency

विकास न्योग्यर्थन मूल प्रदेश किया कार्य कार्य कार्य कार्य कार्य कार्य कार्य कार्य कार्य कार्य कार्य कार्य कार्य न्यारक कार्या विकास निवस्तालया स्थापन कार्य कार्य कार्य कार्य Theorem, whole Care were

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Major Information of the Deed

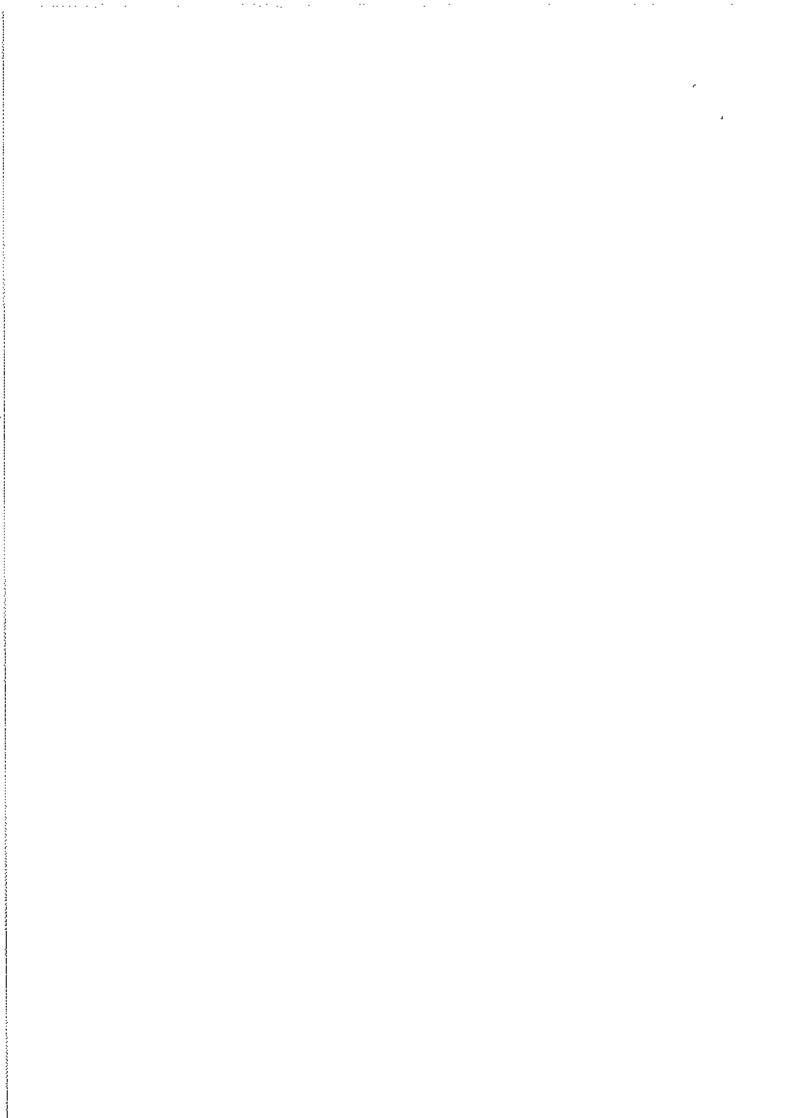
Deed No:		
Query No / Year	I-1904-00132/2019	Date of Registration 07/01/2019
Query Date	1904-0001958522/2018	Office where deed is registered
The state of the s	30/12/2018 9:16:19 PM	A P A DAVIS TO BIBLETCH
Applicant Name, Address & Other Details	Umana Mora	A.R.A IV KOLKATA, District: Kolkate
	5 K S Roy Road, Thana : Hare Stree	21 District : Kollesto Maria
Transaction		et, District : Kolkata, WEST BENGAL, PIN - 70000
0110] Sale, Development /	Agreement or Construction	Additional Transaction
	igreement or Construction	Agreement Mo of American Property
Set Forth value	22 120 120 120 120 120 120 120 120 120 1	than Immovable Property, Receipt [Rs :
Rs. 2,50,000/-		Market Value
Stampouty Paid(SD)		Rs. 5,77,02,262/-
ks. 75,100/- (Article:48(o))		Registration Ege Paid
Remarks	Received Do 04	Rs. 2,605/- (Article:E, E, B, M(a), M(b), I)
	to the area of the second of t	Ps. 2,605/- (Article:E, E, E, M(a), M(b), i) pplicant for issuing the assement slip. (Urban area
and Details :		sale usant/dire areas

Disinci: North 24-Parganas, P.S.- Rejarbat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road:
Swami Vivekananda Road(Hallara), Mouza: Hallara Pin Code: 700157

Section 11 Relation 1 Section 1 Section 1 Section 1

137-988	LR-16477	Ресровей		Area of Land	Sethorth	Market	Offier Detail
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LR-974	LR-16477	Bastu	Rastu	<u> </u>	20,000,12	Z,75,19,540/.	Property is on Road
t D Gto	1		Capia	4 Dec	25,000/-	47,34,5457	Property
CM-9//	LR-16477	Bastu	Bastu	2.25 Den	05.000		Road
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JR-1978	LR-16477	Bastu	Bastu			71,74,12//	Property is on Road
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D Oro			Dasio	10.75 Dec	25,000/-	1,27,24,089/	Road
-K-872	LR-16477	Bastu	Bastu	1.25 Dog			rtoag
R-973	LR-16477			ا باهن باعد،	25,000/-[14.79,545/-	Property is on
		Doda []	Doba	1 Dec	25,000/		KDad
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Grand	TOTAL :			48.75Dac	2.50.000 /		Road
	TOTAL:	<u></u>		48.75Dec	2,50,000 /-	577,02,262 /- 577,02,262 /-	
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Major Information of the Deed :- 1-1904-00132/2019-07/01/2019



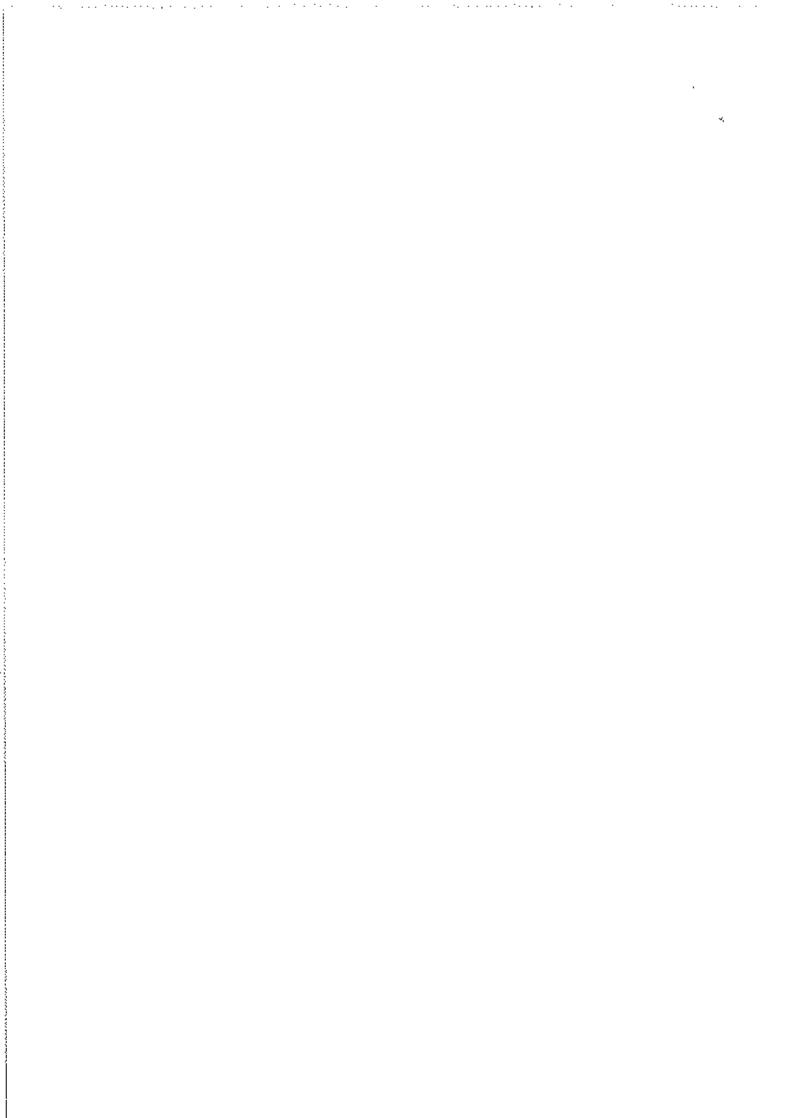
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	Mr Parifosh Sinha Son of Late Surendra Nath Sinha Executed by: Self, Date of Execution: 31/12/2016 , Admitted by: Self, Date of Admission: 07/01/2019 ,Place : Office	2.0000000000000000000000000000000000000	Fringerprin	Signature Agli
	Fiel No.44 204 Bally	3	07/01/2015	llygunge Circular, District:-South 2-
2	Admitted by: Self, Date of Mrs Ronita Sinha	Admission: 07/0	latus :Individual 1/2019 ,Place :	Executed by: Self, Date of Execut. Office
	Exercision: 32 (32/2016 of Admi	salon: 31/12/2018	Place Div Day	ilygunge, P.SBailygunge Circular, Disi By Caste: Hindu, Occupation: Business ed by: Self, Date of Execution: 31/12/201
3	Exemplion: 33/32/2018 Autoited by: Self, Date of Administration Self, Date of Administration Private L 5 Kiran Shankar Roy Road, P.O. 700001, PAN No.:: AAGCM3357 Representative	selon: 31/42/2018 hission: 31/42/201 imited - GPO, P.S Hare B, Status :Organiz	Place: Pvi Resid	ed by: Self, Date of Execution: 31/12/201 lence, Executed by: Self, Date of esidence
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Developer Details :

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	Diseased All Complex, Block C/1 Flat No. 19 20 20	_
- 1	District North 24-Damanas Mr. J. W. J. Jan No. 1, P.O. Rajarbat Ganatana ha	i
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	Executed by Representation of the Property of	1
	ACCEPARENT OF THE PROPERTY OF	4
	Jacob Manizotta	i
	District:-North 24-Parganas, West Bengal, India, PIN - 700136, PAN No.:: AACCE2035N, Status:Organization,	1
	The state of the s	1
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Major Information of the Deed :- I-1904-00132/2019-07/01/2019



Representative Details:

1593	Name, Address, Photo, Finger print and Signature
hter :	The state of the s
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Mr Ayusmita Sinha (Presentant)

Son of Mr. Paritosh Sinha Flat No.4A, 28A Ballygunge Park, P.O.- Ballygunge, P.S.- Ballygunge Circulat, District:-South 24-Perganas, West Bengal, India, PIN - 700019, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: CVFPS3413M Status : Representative, Representative of : Madhuri Tradecom Private Limited (as authorised signatory)

Mrs Ronita Sinha

Wife of Mr. Peritosh Sinha Flat No.4A, 29A Ballygunge Park, P.O.- Ballygunge, P.S.- Ballygunge Circular District: South 24-Parganas, West Bengal, India, PIN - 700019, Sex: Female, By Caste; Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AMQPS8056C Status : Representative, Representative of : R S Deltrade Private Limited (as Director)

Name	PROGRAMMA CONTRACTOR AND AND AND AND AND AND AND AND AND AND	(88 Director)		
Mr Paritosh Sinha Son of Late Surendra Nath Sinha Date of Execution - 31/12/2018, Admitted by; Self, Date of Admission: 07/01/2019, Place of Admission of Execution: Office	3.00,000,000,000,000,000,000,000,000,000	Finger Prant	Signatu	
Flat No ZA DOA BARLETTA	den Vieber gleben	1.37) 307/05/2019	D7/04/2040	
Flat No.4A, 29A Ballygunge f Parganas, West Bengal, India	TAIN, H. U.S. Ballygur	ige, P.SBallygu	nge Circular, District	South 24

Parganas, West Bengal, India, PIN - 700019, Sex. Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , PAN No.:: AMBPS7643A Status : Representative, Representative of : Sinha And

4 Mr Tapash Sengupta

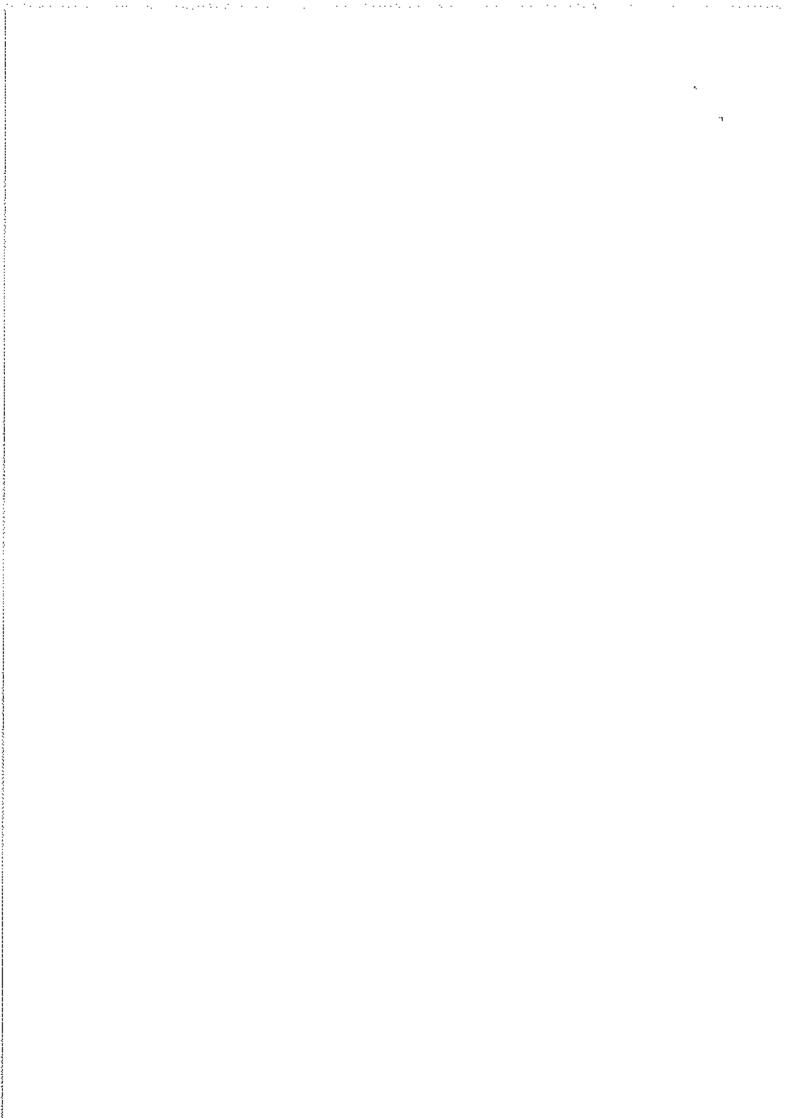
Son of Late Ajit Sengupta RB-9 Raghunathpur, Sabnam Apartment, Flat No.3B, 2nd Floor, P.O.- Desh Bandhu Nagar, P.S.- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700059, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: CXHPS5484G Status : Representative, Representative of : Earthwork Nirman Private Limited (as authorised signatory)

identifier Details

Name & address	
Mr Umang More Son of Late Arun More	
iP-9 Unique Park, P.O. Behala, D.O. Dahara, Article and	· -
P-9 Unique Park, P.O Behala, P.S Behala, District:-South 24-Parganas, West B i3y Caste: Hindu, Occupation: Advocate, Citizen of: India; , Identifier Of Mr Paritosi Ayusmita Sinha, Mrs Ronita Sinha, Mr Paritosh Sinha, Mr Tapash Sengupta	Bengal, India, PIN - 700034, Sex: Mate, h SInha, Mrs Ronita Sinha, Mr
June 1600	07/01/2019

	fer of property for L1	
	From	To, with area (Name-Area)
	Mr Paritosh Sinha	Earthwork Nirman Private Limited-4.65 Dec
	Mrs Ronita Sinha	Earthwork Nirman Private Limited-4.65 Dec
3	Madhuri Tradecom. Private Limited	Earthwork Nirman Private Limited-4.65 Dec

Major Information of the Deed > I-1904-00132/2019-07/01/2019



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3	Mr Parilosh Sinha	To. with area (Name-Area)
2	Mrs Ronits Sinha	Earthwork Nirman Private Limited-0.2 Dec
3	Madhuri Tradecony	Earthwork Nirman Private Limited-0.2 Dec Earthwork Nirman Private Limited-0.2 Dec
	Private Limited	
	R S Delfrede Private Limited	Earthwork Nirman Private Limited-0.2 Dec
<u>-</u>	Sinha And Company	Earthwork Nirman Private Limited-0.2 Dec
នេកនា	er of property for L7	Trace Chilleg-U.2 Dec
i No	From	To, with area (Name-Area)
i	Mi Paritosh Sinha	Earlbwork Nirman Do
	Mrs Ronita Sinha	Earthwork Nirman Private Limited-2.15 Dec
	Madhuri Tradecom	Earthwork Nirman Private Limited-2.15 Dec
	Private Limited	Earthwork Nirman Private Limited-2.15 Dec
· ·	RS Deltrade Private Limited	Earthwork Nirman Private Limited-2.15 Dec
بلہ رجب	Sinha And Company	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
ransf	er of property for La	Earthwork Nirman Private Limited-2.15 Dec
No	From	17.
	Mr. Pentosh Sinha	To, with area (Name-Area)
	Mrs Ronte Sinha	Earthwork (Virgas) Bridge Limited 0:25 (ber:
3	Madagar Tradecom	Fairnwork Nilman Private Limiter-1025 food
	Frivate Limited	Earthwork Nirman Private Limited-0.25 Dec
	R S Deltrade Private Limited	Earthwork Nirman Private Limited-0.25 Dec
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anste	of property for La	Earthwork Nirman Private Limited-0.25 Dec
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╌┈┈୷╌	Vir Paritosh Sinha	To. with area (Name-Area)
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3	Aschuri Fradecom	1 Saintwork Auman Private Limited O 2 Dec
	avate Dinited	Earthwork Namen Private Limited-0.2 Dec
1	S Delirede Private Imilea	Earthwork Nirman Private Limited-0.2 Dec
	Sinha And Company	

Major Information of the Deed :- I-1904-00132/2019-07/01/2019

DATED THIS THE	DAY OF	2018
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BETWEEN

PARITOSH SINHA & OTHERS

.. OWNERS

AND

EARTHWORK NIRMAN PRIVATE LIMITED

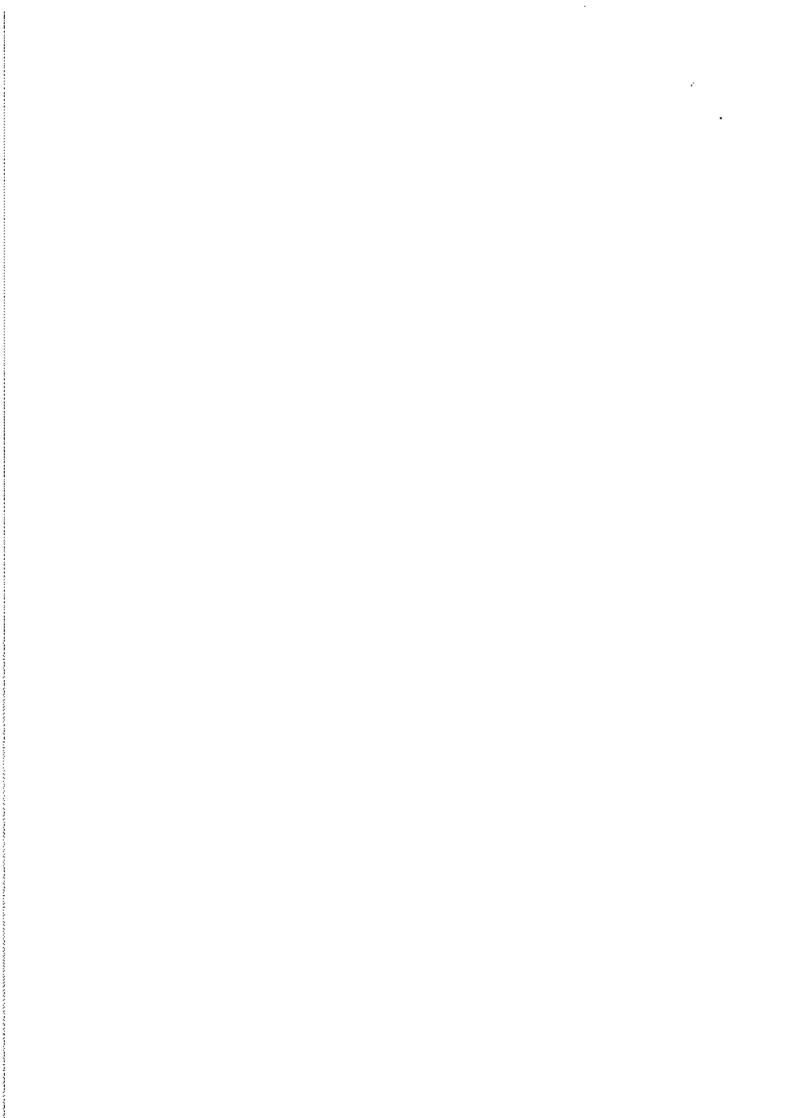
.. DEVELOPER

DEVELOPMENT AGREEMENT (Undivided one-fourth share)

SINHA & COMPANY ADVOCATES 5 KIRAN SHANKAR ROY ROAD KOLKATA-700001

ransfe SLNo tansfe	Mrs Ronita Sinha Mrs Ronita Sinha Madhuri Tradecom Private Limited R S Deltrade Private Limited Sinha And Company er of properly for L7 From Mr Parilesh Sinha Mrs Ronita Sinha Madhuri Tradecom Private Limited R S Deltrade Private Limited Sinha And Company er of property for L8	To, with area (Name-Area) Earthwork Nirman Private Limited-2.15 Dec Earthwork Nirman Private Limited-2.15 Dec Earthwork Nirman Private Limited-2.15 Dec Earthwork Nirman Private Limited-2.16 Dec
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Si	inha And Company	Earthwork Nirman Private Limited-0.2 Dec

Major Information of the Deed :- I-1904-00132/2019-07/01/2019



Land Details as per Land Record

Disgio: North 24-Parganas, P.S.- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Swami Vivekananda Road(Hatlara), Mouza: Hatiara Pin Code : 780157

No	Number	Details Of Land	Owner name in English
1.4	LR Plot No:- 986(Corresponding RS Plot No:- 988), LR Khatian No:- 16477	িমূত, Address:মিজ Classification:বাস্ত, Area:0.05000000 Acre.	
L2	LR Plot No:- 974(Corresponding RS Plot No:- 974), LR Khalian No:- 16477	Owner:পরিভোগ সিল্লা, Gurdian:সুরেন্ড নাথ (স্ভ, Address:নিজ Classification:ভাজ, Area:0.01000000 Acre	Mr Paritosh Sinha
i.3	LR Plot No:- 977(Corresponding RS Plot No:- 977), LR Khatian No:- 16477	Owner:পরিতোষ সিদহা, Gurdian:পুরেতঃ লাখ (মৃত, Address;নিজ Classification:জ্ঞান	Mr Paritosh Sipha
1.4	LR Plot No 968(Corresponding RS Plot No 968), LR Khatien No 16477		Seller is not the recorded Owner as per Applicant.
1.5	LR Piol No 978(Corresponding RS Plot No 978). LR Khatlen No 16477	্যুত, Address বিজ Cassification জ্বাল	
3.8	LR Piot No986(Corresponding RS Piot No986), LR Khatlen No16477	Owner বারভোধ সিন্ধা, Gurdian:মুরেত সাথ (মৃড, Address:বিজ Classification:ডাজা	Mr Parilesh Sinha
· 1.7	LR Plot No:- 991(Corresponding RS Plot No:- 991), LR Khatian No:- 16477	Owner:পরিভোখ সিন্ধা, Gurdian:সুরেন্দ্র নাম ংমৃত, Address:নিজ Classification:শালি, Area:0.02000000 Acre	Mr Paritosh Sinha
L8	LR Piot No 972(Corresponding RS Piot No 972), LR Khatian No 16877	Owner পরিভোগ সিনহা, Gurdlan সুক্তে নাথ (সুত, Address নিজ Classification:ডাঙ্গা)	Mr Paritosh Sinha
1.9	NO-36477	Owner সমিটোৰ উদন্ধা, Gurdian স্কেভ লাগু (সূচ, Address নিজ Classification জোকা	
L10	RS Plot No:- 987(Corresponding RS Plot No:- 987), LR Khatian No:- 16477	Owner:পরিভোগ সিলহা, Gurdian:পুরেড লাখ (মৃড, Address:বিজ Classification:বাগাল, Area:0.01000000 Acre,	1

Endorsement For Deed Number : 1 - 190400132 / 2019

Presentation(Under Section 52 & Rule 22A(3):46(1), W.B. Registration Rules 1952)

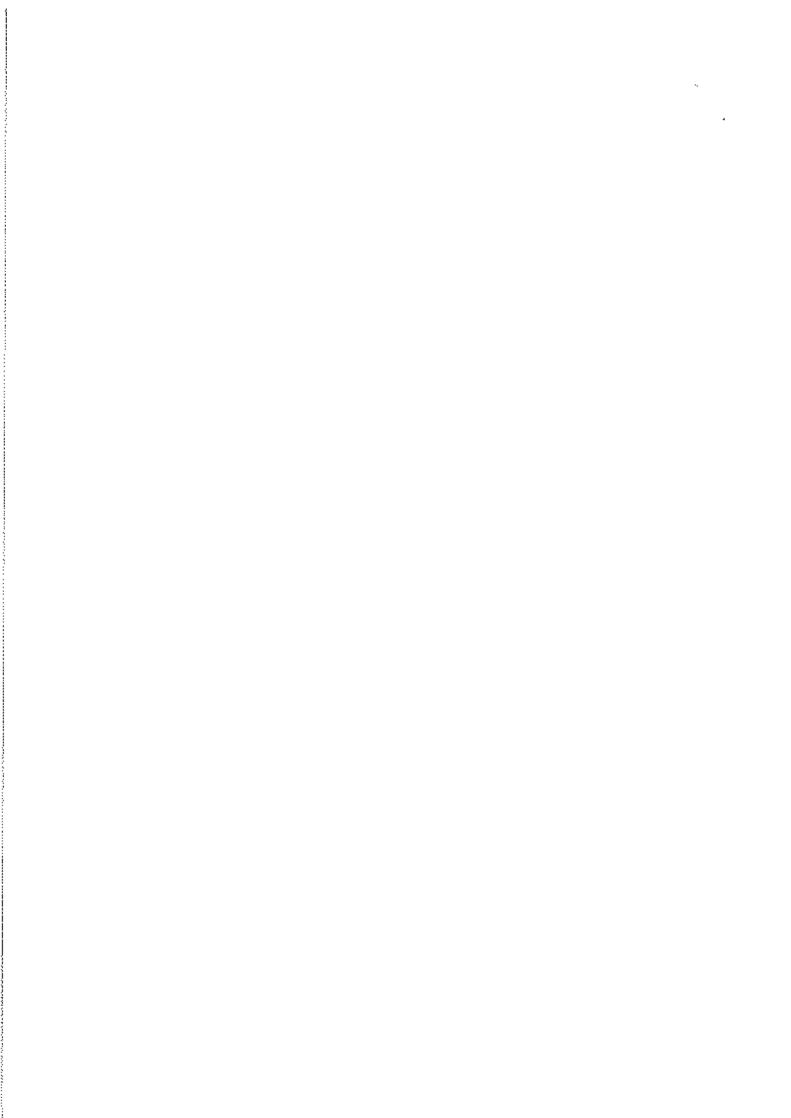
Presented for registration at 19:55 hrs on 31-12-2018, at the Private residence by Mr Ayusmita Sinha ...

Certificate of Market Value (WB PUV) rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs

Major Information of the Deed > I-1904-00132/2019-07/01/2019

^{3 6/01/2018} Query No:-19040001958522 / 2038 Deed No. 4 - 180400132 / 2018, Document is digitally signed.



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

Execution is admitted on 31/12/2018 by Mrs Ronka Sinha. Wife of Mr Paritosh Sinha, Flat No.4A, 29A Ballygunge Park, P.O. Ballygunge, Thana: Ballygunge Circular, , South 24-Parganes, WEST BENGAL, India, PIN - 700019, by

Indetified by Mr Umang More, , , Son of Late Arun More, P-9 Unique Park, P.O. Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by profession Advocate

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

Execution is admitted on 31-12-2018 by Mr Tapash Sengupta, authorised signatory, Earthwork Ninnan Private Limite (Private Limited Company), Akshay Nitay Housing Complex, Block C/1, Flat No.1, P.O:-Rajarhat Gopalpur, P.S:-Airport, Rajarhat-gopalpore, District:-North 24-Parganas, West Bengal, India, PIN - 700138

indefilied by Mr Umang More, ... Son of Late Arun More, P-9 Unique Park, P.O. Behala, Thana: Behala, . South 24-Parganas, WEST BENGAL, India, PIN - 700054, by caste Hindu, by profession Advocate

Execution is admitted on 31-12-2018 by Mr Ayusmita Sinha, authorised signatory, Madhuri Tradecom Private Limited (Private Limited Company), 5 Kiran Shankar Roy Road, P.O.- GPO, P.S.- Hare Street, Kolkata, District:-Kolkata, West

Indelified by Mr Umang More, , , Son of Late Arun More, P-9 Unique Park, P.O. Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Advocate

Execution is admitted on 31-12-2018 by Mrs Ronite Sinhs, Director, R S Deltrade Private Limited (Private Limited Company), 5 Kiran Shankar Roy Road, P.O:- CPO, P.S:-Hare Street, Kolkata, District: Kolkata, West Bengal, India,

Indetified by Mr Umang More, ... Son of Late Arun Idore, P-9 Unique Perk, P.O. Behala, Thena: Behala, . South 24-Parganes, WEST BENGAL, andle, PIN - 700034, by casts Hindu, by profession Advocate

Tridip Misra ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA

Kolketa, West Bengal

On 02-01-2019

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,605/- (B=Rs 2,500/-,E=Rs 21/-,I=Rs 551- M(a) = Re 251- M(b) = Re 41-) and Regionation Fees paid by by online = Re 731-Description of Online Payment using Government Receipt Ports) System (GRIPS), Finance Department, Govt. of WiB

Online on 31/12/2016 2:48PM with Govi. Ref. No. 192018190325505831 on 31-12-2018, Amount Rs. 78/, Bank State Bank of India (SBIND00D0D1), Ref. No. CKI1368475 on 31-12-2018, Head of Account 0030-03-104-001-16

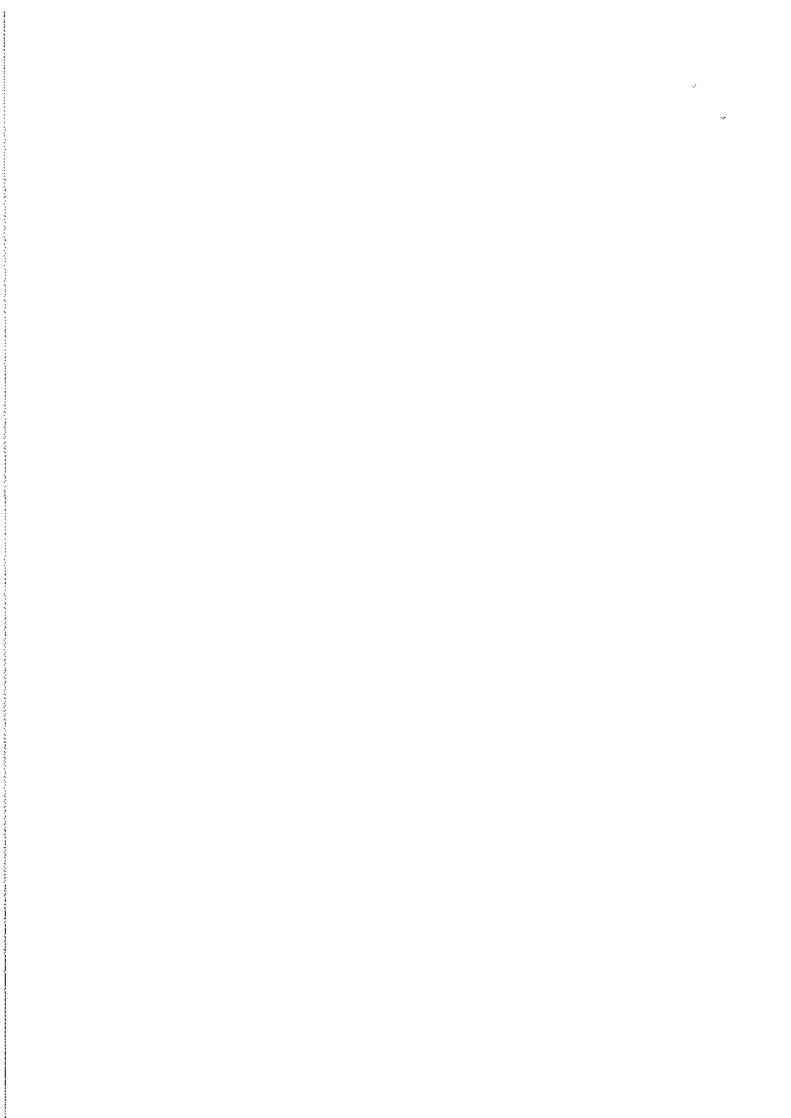
Payment of Stamp Duty

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 31/12/2018 2:48PM with Govt. Ref. No: 192018190323505631 on 31-12-2018, Amount Rs: 75,000/-, Bank State Bank of India (SBINDDDDDDD1), Ref. No. CKI1368475 on 31-12-2018, Head of Account 0030-02-103-003-02

Tridio Misra ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA Kolkata, West Bengal

Major Information of the Deed > I-1904-00132/2019-07/01/2019



~ On \$7-04-2018

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 : 4. (9) of Indian Stamp Act 1899.

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962):

Execution is admitted on 07/01/2019 by Mr Paritosh Sinha, Son of Late Surenors Nath Sinha, Flat No.4A, 29A Ballygunge Park, P.O. Ballygunge, Thana: Ballygunge Circular, , South 24-Parganas, WEST BENGAL, India, PIN -700019, by caste Hindu, by Profession Advocate

Indetified by Mr Umang More, ... Son of Late Arun More, P-9 Unique Park, P.O. Behala, Thana: Behala, . South 24-Perganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Advocate

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

Execution is admitted on 07-01-2019 by Mr Paritosh Sinha, sole proprietor, Sinha And Company (Sole Proprietoship) 5 Kiran Shankar Roy Road, P.O.- GPO, P.S.- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PtN - 700005 Indetified by Mr Umang More, ..., Son of Late Arun More, P-9 Unique Park, P.O. Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,605/- (B = Rs 2,500/- ,E = Rs 21/- ,I = Rs 55/ M(s) = Rs 25/- M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 2,532/-Description of Online Payment using Government Repelpt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/01/2019 11:00AM with Gov. Ref. No. 192018190325714661 on 07-01-2019, Amount Rs. 2,582/-, Bank State Bank of India (SBIN0000001), Ref. No. CK(1923565 on 07-01-2019, Head of Account 0030-03-104-001-16 Payment of Stamp Duty

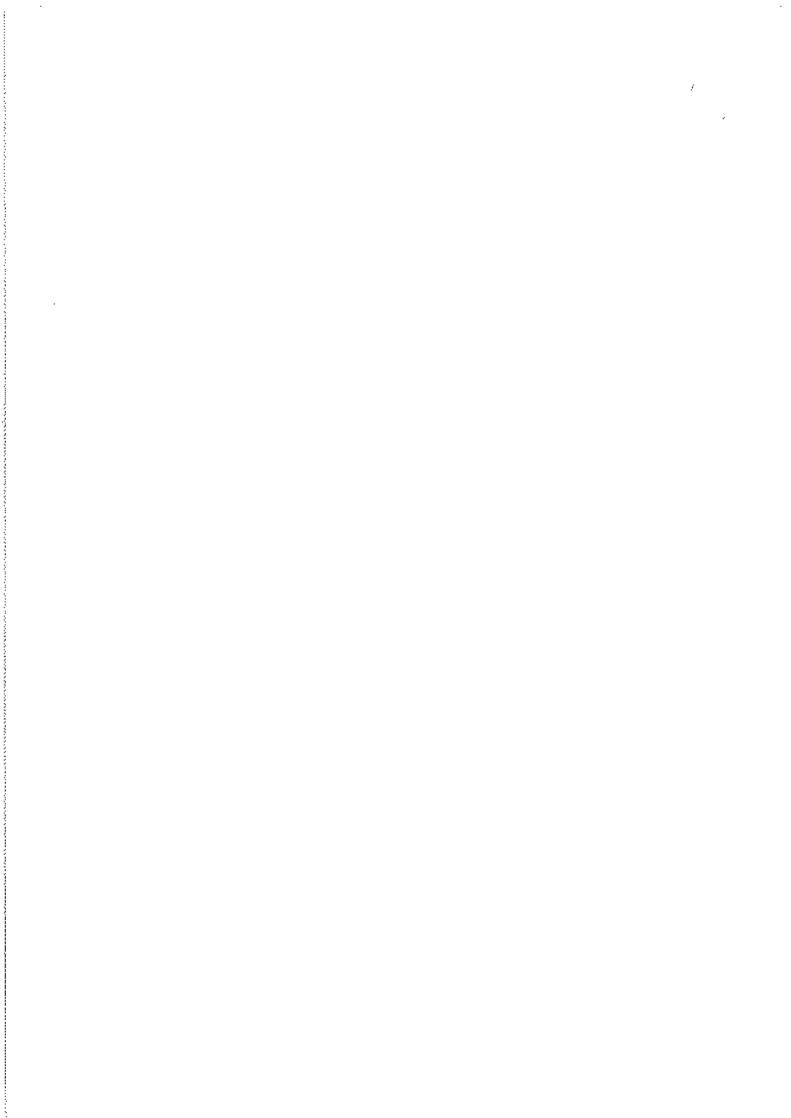
Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/by online = Rs 0). Description of Stamp

1) Stamp: Type: Impressed, Serial no 92405, Amount: Rs. 100/-; Date of Purchase: 18/12/2016, Vendor name: A

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WE Online on 07/01/2019 11:00AM with Govt. Ref. No: 192018190325714661 on 07-01-2019, Amount Rs: 0/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKI1923555 on 07-01-2019, Head of Account

Tridip Mista additional registrar of assurance OFFICE OF THE A.R.A. - IV KOLKATA Kolkata, West Bengal

1591/2019 Query Wow15040001858622 / 2016



Certificate of Registration under section 60 and Rule 69.
Registered in Book - I

Folume number 1904-2019, Page from 29830 to 29898

Deing No 190400132 for the year 2019.



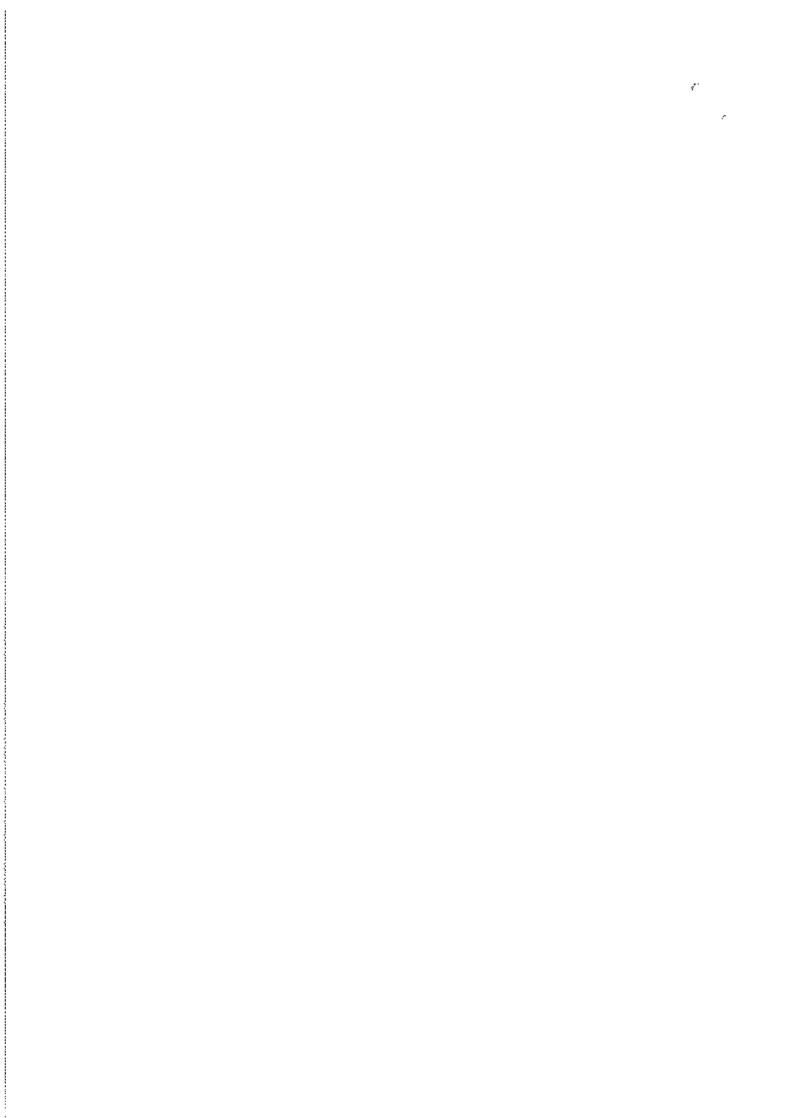
Digitally signed by TRIDIP MISRA Date: 2019.01.15 15:31:51 +05:30 Reason: Digital Signing of Deed.

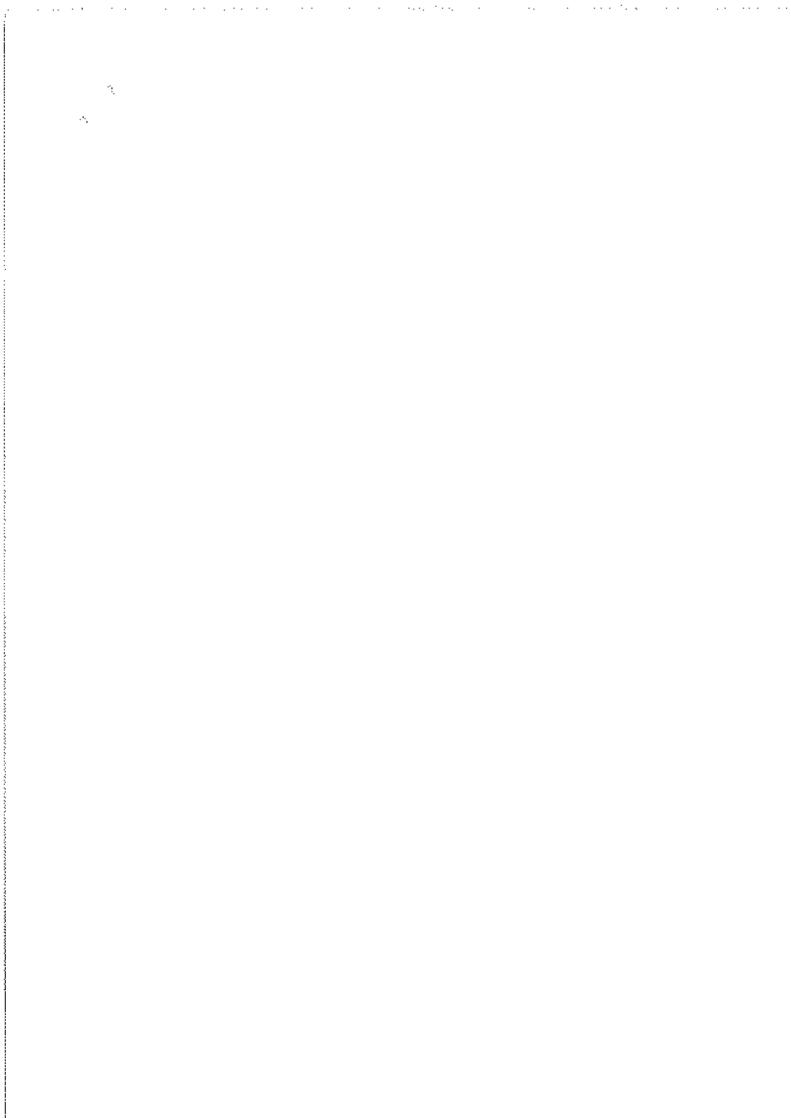
- Oliser

Tridip Misra) 15-01-2019 15:31:30

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)





DATED THIS THE	DAY OF		2018
		1,	

BETWEEN

PARITOSH SINHA & OTHERS

... OWNERS

AND

EARTHWORK NIRMAN PRIVATE LIMITED

.DEVELOPER

DEVELOPMENT AGREEMENT (Undivided one-fourth share)

SINHA & COMPANY ADVOCATES 5 KIRAN SHANKAR ROY ROAD KOLKATA-700001