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Additional District Sub-Registration Rejarbat, New Town, North 24-rigs

5 JUN 2018

DEVELOPMENT AGREEMENT

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Usashi Realstotos (P) LTD.

81, Golasta, VIP Road.

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SOUMITRA CHANDA Licensed Stamp Vendor 8/2. K S Rov Road, Kol-1



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M/s. USASHI REALSTATES PVT. LTD. (PAN - AAFCD0790C), a Company incorporated under the Companies Act. 1956, having it's Regd. office at 594/1 Dakshindari Road, Bima Abasan, Flat No. E2/1, 1st floor, PO - Sreebhumi, PS - Luke Town, Kolkata - 700048, Dist: 24 PGS (N) and Corp. Office at B1, Radhakunja Apartment, 81 Golaghata, VIP Road, Near Bika Banquet, PO - Sreebhumi, PS - Lake Town, Kolkata - 700048, Dist: 24 PGS (N), being represented by it's Director SRI SOUMEN MANA (PAN - CKAPM8296A), s/o Sri Tapan Mana, by faith Hindu, by occupation - business, residing at Village - Talberia Ghunghuni Patna, PO - Lowada, PS - Debra, PIN - 721 136, Dist: Paschim Medinipur, by virtue of the resolution adopted, passed and resolved in the meeting of B.O.D. held on 03/11/2017 at 1 PM at 594/1, Dakshindari Road, 'Bima Abasan', Flat No. E2/1, 1st floor, PO - Sreebhumi, PS - Lake Town, Kolkata - 700048, Dist: 24 PGS (N), hereinafter for sake of brevity being referred to and called as the "LANDOWNER" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include it's successors-in-office and assigns) being the PARTY of the FIRST PART.

' A N ' D

M/s. EVANIE INFRASTRUCTURE PVT. LTD. (PAN - AAECE5886B), a Company incorporated under the Companies Act, 1956 (CIN - U45309 WB 2017 PTC 220329), having it's office at Premises No. 594/1, Dakshindari Road, "Bima Abasan", Flat No E2/1, 1st floor, PO - Sreebhumi, PS - Lake Town, Kolkata - 700048, Dist: 24 PGS (N), being represented by it's Director namely SRI SUPRIYA KUMAR PATRA (PAN - BCSPP3301E), s/o Sri Asis Kumar Fatra, by faith Hindu, by occupation - business, residing at Village - Radhapur, PO - Madhabpur, PS - Bhupatinagar, Dist: Purba Medinipur, PIN - 721 626, by virtue of the resolution adopted, passed and resolved in the meeting of B.O.D. held on 03/11/2017 at 1 PM at 594/1, Dakshindari Road, Bima Abasan', Flat No. E2/1, 1st floor, PO - Sreebhumi, PS - Lake Town, Kolkata - 700048, Dist: 24 PGS (N), hereinafter for sake of brevity being referred to and called as the "DEVELOPER" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include it's successors-in-office and assigns) being the PARTY of the SECOND PART.

WHEREAS the Landowner herein being the PARTY of the FIRST PART owned and acquired the plot of land admeasuring about 79.4 Decimals morefully described in

·Schedule A hereinafter, by virtue of the following registered Deed of Conveyance in it's favour:-

- Being No. 152304514/2017 of ADSR Rajarhat, recorded in Book No. I, CD Vol. No. 1523
 2017, Pg. No. 129931 129969, dated 24/05/2017.
- Being No. 152304512/2017 of ADSR Rajarhat, recorded in Book No. I, CD Vol. No. 1523
 2017, Pg. No. 130549 130571, dated 24/05/2017.
- Being No. 152303579/2017 of ADSR Rajarhat, recorded in Book No. I, CD Vol. No. 1523
 2017, Pg. No. 104368 104399, dated 28/04/2017.
- Being No. 152303580/2017 of ADSR Rajarhat, recorded in Book No. I, CD Vol. No. 1523
 2017, Pg. No. 104400 104428, dated 10/03/2017.
- Being No. 152304511/2017 of ADSR Rajarhat, recorded in Book No. I, CD Vol. No. 1523 -2017, Pg. No. 130480 - 130520, dated 24/05/2017.
- Being No. 152304513/2017 of ADSR Rajarhat, recorded in Book No. I, CD Vol. No. 1523
 2017, Pg. No. 130066 130093, dated 24/05/2017.

AND WHEREAS the Landowner herein have applied before the concerned BL & LRO and obtained mutation in it's favour for the lands purchased by it. The Landowner herein has also obtained necessary permission from the concerned BL & LRO for conversion of classification of land character to Bastu.

AND WHEREAS the Landowner herein being desirous to develop it's property by constructing a multi-storied building consisting of several self-contained residential flats, garages, shops and/or commercial spaces etc. for commercial gain, approached the Developer herein for the same. The Developer herein happens to possess lands within the vicinity of the lands owned and held by the Landowner herein, and also the Developer possess the required qualities, expertise and experience to come up with such Housing Project hence both the parties herein have mutually agreed to come together for this upcoming Housing Project under joint venture.

AND WHEREAS the Landowner and the Developer herein have also agreed in principal, that the land of the Landowner would be utilized for construction of a Housing Project of mass scale and the said Housing Project shall always be named and styled as "EVANIE ECONEST". All lands owned and purchased by the Landowner herein which are comprised in various Dag Numbers within the vicinity shall deem to mean and include the area of the said Housing Project.

AND WHEREAS the said land morefully described in Schedule A hereinaster is free from all sorts of encumbrances and for the sake of brevity being referred to and called as the "SAID PROPERTY". The Landowner herein have placed all relevant documents relating to the said property before the Developer and after going through the documents and necessary inspection and on prima facie satisfaction, the Developer herein have agreed to develop the said land morefully described in Schedule A hereinaster by constructing several multi-storied structures thereon and accordingly have entered into this Joint Venture Agreement/Development Agreement.

AND WHEREAS the Developer herein held and owned land in various Dag Nos. within the vicinity and adjacent to the land owned and held by the Landowner herein. The said land of the Developer shall be used and incorporated by the Developer by way of amalgamation of the Developer's land and the Landowner's land for setting up of and construction of the proposed Housing Project named and styled as "EVANIE ECONEST".

NOW THIS INDENTURE WITTNESSTH AS FOLLOWS:-

- That the Landowner herein do hereby nominate constitute the Developer herein to
 develop the said property at it's own cost by constructing a Housing Project consisting of
 several multi-storied building thereon consisting of several self-contained complete
 residential flats, commercial space, car parking etc. as per the provisions of sanctioned/
 approved Building Plan by the concerned competent authorities.
- That in consideration of the Landowner herein having appointed the PARTY of the SECOND PART as the Developer of the said property and in agreeing to allow the Developer to develop the said property, the Landowner herein shall be entitled to get 20% of each sale proceeds for the flats, units, apartments, commercial space, garage, shops, specified facilities, specified services and all other constructed areas built on the land morefully described in Schedule A, in lieu of the Landowner's Allocation and the Developer herein shall be entitled to get 80% of each sale proceeds for the flats, units, apartments, commercial space, garage, shops, specified facilities, specified services and all other constructed areas built on the land morefully described in Schedule A, in lieu of the Developer's Allocation.
- The proposed Housing Project that is to be constructed on the land morefully described in Schedule A hereinafter shall be named and styled as "EVANIE ECONEST". The name

and style of the Housing Project shall not be changed in any under circumstance except with prior mutual consent of both the parties herein.

- That the Landowner herein has entrusted fully upon the Developer with the responsibility to negotiate and finalize the sale value/sale consideration of each property being transacted within the said Housing Project named and styled as "EVANIE ECONEST" and the decision of the Landowner herein shall be final in regards and shall not be questioned by the Developer in any form or manner.
- That the Landowner herein has not engaged any other person or developer in relation to the same property morefully described in Schedule A hereinafter.
- That the Landowner herein has absolute right and possession of the said property and it has good marketable title to the said property morefully described in Schedule A hereinafter.
- That the land is free from all encumbrances, there is no lien, no lispendens to any financing authority, nether there are any court attachments.
- The Landowner and the Developer herein have mutually decided and agreed that all lands; purchased and/or being purchased by the Developer within the vicinity of the Housing Project named and styled as "EVANIE ECONEST"; shall be amalgamated and be utilized for expansion of the area of the said Housing Project. That the proposed added area shall be deemed to be an extension of the proposed Housing Project and shall be within the ambit of this presents and all terms and conditions set forth in this present shall be effective and extend on and over the land areas to be added from time to time.
- That the Landowner herein have decided to develop the land property for the purpose of commercial gains by constructing a multistoried building consisting of a number of self-contained flats and accordingly entered into this JOINT VENTURE AGREEMENT based on the term and conditions set forth in this presents.
- 1. The terms present shall mean and include unless they be contrary or repugnant to the context:-
- <u>AGREEMENT</u> shall mean and include every part of this presents/Development Agreement.
- · APPROVALS means any or all approvals, authorizations, licenses, permissions,

consents, no objection certificates to be obtained in the name of the Developer (including, for the avoidance of doubt, the Sanctioned Plan and all approvals required in connection with or pursuant to the Sanctioned Plan) for the commencement of the development and construction of the scheduled property including without limitation environmental clearances, change of land use, conversions, temporary power connections & all other approvals and/or permissions from any other statutory or Governmental authorities whether State or Central required for purposes of commencing construction and development activity.

- HOUSING PROJECT shall mean and include all structures built on land morefully described in Schedule A hereinafter and shall also deemed to mean and include lands of the Developer and also the lands that would be purchased within the vicinity and adjacent to the proposed site, by the Developer. The said Housing Project shall be named and styled as "EVANIE ECONEST". The name and style of the Housing Project shall not be changed until and unless specifically done so by both the parties herein. It shall be a binding upon all the proposed Purchaser/s of the said Housing Project.
- <u>BUILDINGS</u> means the buildings, structures and constructions to be constructed by the Developer on scheduled property in terms of the Sanctioned Plan for residential, retail, commercial space, entertainment and recreation purposes along with all internal and external services, amenities, facilities, fittings and fixtures.
- <u>CONSIDERATION</u> means the amount/sum of consideration/Sale Value per property transacted within the proposed Housing Project named and styled as "EVANIE ECONEST".
- ENCUMBRANCES means any pledge, no give lien, positive lien, non-disposed undertaking, charge, mortgage, priority, hypothecation, encumbrance, assignment, attachment, claim, restriction, lispendens, acquisition or requisition proceedings, set off or other security interest of any kind or any other agreement or arrangement having the effect of conferring security upon or with respect to the Scheduled Property.
- <u>PLAN</u> means the drawings and plan for the Buildings/Townships prepared by the Developer in accordance with applicable rules, bye laws and regulations.
- P.O.A. means the Power of Attorney in favour of the Developer herein substantially authorizing the Developer for the development work and transaction of all properties within the said Housing Project named and styled as "EVANIE ECONEST".

- SANCTIONED PLAN means the all Plans, drawings, sketches as approved by the concerned statutory authorities, subject to any changes required to be made thereto for procuring such approval of the concerned statutory authorities.
- SCHEDULED PROPERTY means all that piece and parcel of land morefully described in Schedule A hereinafter and also the lands in the name of the Developer would be included and also from time to time, the land to be purchased within the vicinity and adjacent to the Housing Project by the Developer, upon which the said development work will be undertaken for the proposed Housing Project named and styled as "EVANIE ECONEST".
- ADVOCATE shall mean and include any legal practitioner or law firm as maybe deemed fit and proper by the parties herein on mutual decision.
- <u>ARCHITECT</u> shall mean and include any person or firm appointed/nominated by the Landowner/Developer herein, having the requisite qualification for appointment of architectural works.
- <u>BUILDING PLAN</u> shall mean and include sketch & drawings prepared by the architect & duly sanctioned by the concerned authority.
- <u>COMMON AREAS</u>, <u>FACILITIES</u> & <u>COMMON AMENITIES</u> shall mean and include corridors, hallways, stairways, passages, lift & associated areas, landings, lobbies, underground & overhead reservoir, roof, open space, space for installation of electric meter & water pumps.
- LANDOWNER shall mean and include M/S. USASHI REALSTATES PVT. LTD. (PAN AAFCD0790C), a Company incorporated under the Companies Act. 1956, having it's Regd. office at 594/1 Dakshindari Road, Bima Abusan, Flat No. E2/1, 1st floor, PO Sreebhumi, PS Lake Town, Kolkata 700048, Dist: 24 PGS (N) and Corp. Office at B1, Radhakunja Apartment, 81 Golaghata, VIP Road, Near Bika Banquet, PO Sreebhumi, PS Lake Town, Kolkata 700048, Dist: 24 PGS (N).
- <u>DEVELOPER</u> shall mean and include M/s. EVANIE INFRASTRUCTURE PVT. LTD. (PAN AAECE5886B), a Company incorporated under the Companies Act. 1956 (CIN No. U45309 WB2017 PTC220329), having it's office at Premises No. 594/1, Dakshindari Road, "Bima Abasan", Flat No E2/1, 1st floor, PO Sreebhumi, PS Lake Town, Kolkata 700048, Dist: 24 PGS (N).

- * LANDOWNER'S ALLOCATION shall mean and include 20% of each sale proceeds for the flats, units, apartments, commercial space, garage, shops, specified facilities, specified services and all other constructed areas built on the land morefully described in Schedule A which have been provided by the Landowner.
- <u>DEVELOPER'S ALLOCATION</u> shall mean and include 80% of each sale proceeds for the flats, units, apartments, commercial space, garage, shops, specified facilities, specified services and all other constructed areas built on the land morefully described in Schedule A which have been provided by the Landowner.
- FORCE MAJEURE shall mean and include the period for construction or delivery of possession of the designated unit by the Developer and all other compliances and obligations by the Developer shall always be subject to the fact that the Developer or the Landowner is not being prevented by Force Majeure or by reasons and circumstances beyond the control and capacity of the Landowner or the Developer due to statutory provisions or Government rules, embargoes, protocols, procedures, ordinances, legislations, notifications or orders by the Government or Local Authorities, BL & LRO etc. The Developer shall strive to it's best to deliver possession of the designated unit as schedule but the same may get postponed due to Force Majeure and other unavoidable circumstances beyond the control and capacity of the Developer and the Landowner, such delay in delivery of possession shall be condoned without any pecuniary burden or compensation upon the parties herein. Force Majeure shall include storm, tempest, fire, flood, earth quake and other Acts of God or Acts of Government, Government rules, embargoes, protocols, procedures, ordinances, legislations, notifications or orders by the Government or Local Authorities, BL & LRO, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining development or construction at the said premises by the Court of Law, Tribunal or Statutory Body, scarcity of materials or equipment's in the market and any other reason beyond the Landowner's/Developer's control.
- 2. THAT the Landowner and the Developer herein have agreed that the Developer shall develop the aforesaid property by constructing a multi-storied building thereon in the Housing Project named and styled as "EVANIE ECONEST" consisting of several self contained residential flats, shops, units, garages and/or commercial spaces etc. as per the proposed Building Plan/s obtained from the competent authority at the Developer's own costs and expenses.

3. THAT this agreement by and between the parties herein, shall completely be of joint venture in nature and shall not be construed as a partnership in any form or nature. That this presents shall only be confined to the instant Housing Project under consideration i.e. "EVANIE ECONEST" and all the terms and conditions contained herein in this presents shall only be a binding upon the parties herein concerning the said Housing Project i.e. "EVANIE ECONEST" and shall not be carried forward to any other Housing Project by and between the parties until and unless it has specifically done so by the parties herein.

4. THAT the Developer shall construct multi-storied buildings as per the Sanctioned Building Plan/s within the proposed construction site i.e. the land morefully described in Schedule A hereinafter initially and also expand and include lands to be purchased within the vicinity and adjacent to the proposed development site mentioned hereinafter and all other lands that would be bought/acquired by the Developer herein specifically for the purpose of the said Housing Project named and styled as "EVANIE ECONEST".

5. THAT the Developer herein shall have the absolute liberty and authority to enter into any Agreement for Sale with any intending Purchaser/s concerning the properties within the said Housing Project named and styled as "EVANIE ECONEST". The Developer herein shall exercise the liberty and authority to enter into and conclude any Agreement for Sale, Deed of Conveyance, Deed of Gift or any other agreement, independently, regardless of any necessary permission of the Landowner herein. The Landowner herein have specifically entrusted the duty and responsibility upon the Developer herein to enter, execute and register any Agreement for Sale, Deed of Conveyance, Deed of Gift or any other agreement as maybe deemed necessary for the purpose of smooth functioning, running and completion of the said Housing Project. The Landowner herein shall execute a registered Power of Attorney in favour of the Developer herein immediately upon execution and registration of this presents whereby the Developer or it's Nominee/s would be authorized for the purpose of signing and/or executing all applications, submission, appearance, representation, proceedings, plans, obtaining of necessary approvals from various authorities in connection with the development property, for and on behalf of the Landowner herein before all competent and/or concerned authorities, or any other Government or Semi-Government Authority in connection with the development so as to facilitate the development of the property hereby agreed to be developed by the Developer on behalf of the Landowner herein. The Landowner herein hereby agree that the said Power of Attorney shall also specifically vest upon the Developer to assign and ascertain the price of each property to be transacted within the Housing Project, enter into any

Agreement for Sale, Deed of Conveyance, Gift Deed etc. and/or any other agreement as maybe deemed fit and proper by the Developer, and receive earnest money, the entire consideration sum or a part thereof, issue lawful, valid receipt thereof and to represent the Landowner in all types of agreements including Agreement for Sale, Lease, rent, Deed of Conveyance and to appear for and on behalf of the Landowner before any registration authority for the true and lawful purpose of transfer of property. The decision made and undertaken by the Developer in this regard shall be regarded as full and final and the Landowner shall not be held responsible or liable for any work, activity, decision taken by the Developer. That the Landowner shall empower and entrust the Developer by virtue of the registered Development Power of Attorney to receive; in the name and account of the Developer; from the intending Purchaser/s any booking money and/or earnest money and/or advance/s and part payment of the Consideration Sum/balance of consideration sum/entire consideration sum on completion of such transfer of property and to give good, proper and valid receipt thereof onto and in favour of for purchasing the property to be built on the land provided by the Landowner herein to the Developer for developmental work. That the Developer herein shall be entitled to enter into and execute any Agreement for Sale in it's name, concerning flats, units, apartments, commercial space, garage, shops, specified facilities, specified services and all other constructed areas built on the land morefully described in Schedule A which have been provided by the Landowner.

6. THAT the Developer herein shall be at the liberty of negotiating and determining with any intending Purchaser/s, by fixing rate and price of each property at it's own discretion for all properties laying and situated within the said Housing Project including the ones built on the land provided by the Landowner. The Landowner shall not interrupt or intervene in connection with said subject matter whatsoever. The Developer shall handover the pecuniary amount in lieu of the Landowner's Allocation to the Landowner or deposit the same in the Bank Account of the Landowner herein or act in any manner as maybe instructed by the Landowner.

7. THAT the Landowner herein authorize the Developer to construct the said proposed multi-storied building on the aforesaid property by constructing several buildings as per the Sanctioned Building Plan/s obtained from the Concerned Authority and all expenses incurred in this respect shall be borne by the Developer absolutely and the Developer shall also have every right to sanction any initial building plan and/or revised plan (if necessary) with the help of the Landowner at Developer's own costs and expenses, and the

Developer shall have every liberty to negotiate with all concerned authorities and to enter into agreements for construction, material supply, labour supply etc. concerning the development of the Housing Project without any intervention or involvement of the Landowner herein.

- 8. THAT the Landowner herein shall in usual course render all co-operations to the Developer and it's authorized agent/s representative/s for the fulfillment of the said constructional work of the said proposed building and shall not create any bar or impediment or hindrances for the same and if any disputes and differences shall arise with adjacent neighbors and/or any third party or parties at the time of constructional work of the said proposed building then in that case all disputing matters will be solved by the Developer herein at it's own cost save and except legal aspects and litigations under the judicial purview in respect of the right title and/or interest of the property described in Schedule A hereinafter.
- 9. THAT the Developer shall construct the said proposed building in a most workman like manner by using standard materials at it's own costs and expenses and all masons, coolies, engineers and/or workmen shall be appointed by the Developer including their payments thereof for the aforesaid constructional work and the Landowner shall have no liabilities and/or responsibilities regarding the said matter whatsoever.
- 10. THAT the Landowner will be bound to accompany the Developer to all places and offices, and put it's signatures as and when may be required for the implementation of the project. The Landowner would not object to the dforesaid clause and any delay so caused due to the unavailability or non co-operation from the part of the Developer would be regarded as violation of the clause of this agreement and the delay period would be added to the time period for the completion of the building.
- 11.THAT the Landowner shall sign all necessary papers, petitions, deeds and/or declarations as may be required to implement the said project and at the time of execution of this Agreement and further if so required Landowner shall join in executing Deed of Conveyance, the Landowner shall have to handover all photocopies of title deeds, papers and documents in respect of the said property to the Developer herein along with the originals, which would be returned to Landowner on completion of the project (It is mandatory that the Landowner shall always be liable to produce before the Developer herein all the original title deeds and documents as and when so required for the time being).

12. THAT the Developer is at the absolute liberty to negotiate for sale and to enter into Agreement for Sale with the intending Purchaser/s in respect of the said entire project for any constructed area including Landowner's Allocation at it's own discretion in the said proposed Housing Project to be constructed and also shall have the authority to receive the advances and balance consideration money from the Purchaser/s after completion of due formalities and in this respect and the Landowner shall not raise any objection in any manner whatsoever. The Landowner herein shall execute and register a Power of Attorney onto and in favour of the Developer herein, by virtue of which it will be able to have power and authority to negotiate the Consideration Sum for the property i.e. flats, commercial space, garage, shops etc. to be built and constructed in the Housing Project named and styled as "EVANIE ECONEST" and to enter into, execute and register Agreement for Sale, Deed of Mortgage, Deed of Release, Deed of Gift and Deed of Conveyance onto and in favour of the intending Purchaser/s or financial institutions and/ or to any person/organization as deem fit and proper by the Developer, and to receive advance/carnest money, part payment of the consideration sum, entire consideration sum along with other payments in connections to the property under consideration and to issue lawful, proper, valid receipt of the said payments for and on behalf of the Landowner herein. The Landowner will make itself available at the request of the Developer if so required for execution and registration of the Agreement for Sale, Deed of Mortgage, Deed of Release, Deed of Gift and Deed of Conveyance in favour of the intending Purchaser/s or financial institutions and/or to any person/organization at a date and time mutually convenient to both the parties herein.

13. THAT the roof right of the ultimate roof stands as the right of the Developer & the Landowner, according to the ratio of 20:80 basis i.e. Developer's entitlement is 80% and the Landowners' entitlement of 20% over and above of the actual area of the ultimate roof. The Landowner and the Developer will be entitled to use the said terrace/roof for any purpose whatsoever including raising further structures as aforesaid and/or display of advertisement, sign-boards or erecting any towers or antennas or dish antennas and Purchaser/s shall not be entitled to roof rights.

14. THAT the Developer shall have the right to take any further Partner/s in the particular project (if so deemed fit and proper by it) and the Developer shall have every right to take any project loan from any financial institution at it's own risk for implementation of the said project (if so required), and the Landowner shall not raise any

objection thereto. However, the Developer shall not use; except with prior permission of the Landowner; the said property morefully described in Schedule A hereinafter, as collateral or security for obtaining any loan and the Landowner shall not be liable or responsible for any loan obtained by the Developer in any form or manner whatsoever.

- 15. THAT this Development Agreement shall be in force from the date of execution of this Agreement and shall continue to be in force till completion of the Housing Project.
- 16. THAT the Developer have been specifically entrusted and authorized to appoint any marketing concern/agent/broker to sell the property laying and situated in the proposed Housing Project named and styled as "EVANIE ECONEST" at it's own cost, expenses, liability and responsibility.
- 17. THAT all disputes and differences arising out of this agreement regarding the construction or interruption of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be settled by appointing two arbitrators (one from the Landowner's side other from the Developer's side), and if not settled by the arbitrators the disputes may be settled through an umpire.
- 18. THAT the Landowner hereby fully appoint and empower the Developer to collect GST from the intending Purchaser/s in lieu of it's Landowner's Allocation, and the same should be deposited by the Developer herein at it's own liability and responsibility.

THE LANDOWNER HEREIN DO HEREBY COVENANT WITH THE DEVELOPER HEREIN AS FOLLOWS:-

- That the Landowner do hereby declare to it's best of knowledge that the said landed property is free from all sorts of encumbrances, charges, liens, lispendences whatsoever or howsoever and the Landowner is individually sole owner of the said property and have good and clear marketable title in respect of the said property.
- That the Landowner shall not do or cause to be done anything whereby the
 constructional work of the said proposed Housing Project named and styled as "EVANIE
 ECONEST" by the Developer is or shall be hampered or impeded.
- That the Landowner shall not raise any objection if the Developer shall construct the said proposed multistoried building by extending the construction as well as the area

against amalgamation and/or after amalgamation the said property with other adjacent properties by abiding rules and regulations of the Local Municipality.

That the Landowner shall clear all due taxes/bills to the Competent Local Authority as
well as to the Central or State Government including due electric bill and shall have to
handover photocopies of all paid current bills/tax receipt etc. to the Developer herein on or
before executing this indenture.

THE DEVELOPER HEREIN DO HEREBY COVENANT WITH THE LANDOWNER HEREIN AS FOLLOWS:-

- That it is the binding in the part of the Landowner that it will put the Developer in
 possession of the said property within 15 (fifteen) days from the date of signing of this
 agreement. The Landowner shall not make any delay to put the Developer in possession of
 the said premises subject to the completion of the said building as well as subject to the
 completion of all due formalities on the part of the Landowner as mentioned herein.
- That the Developer shall commence the constructional work of the said proposed building within 6 (six) months from the date of obtaining the Sanctioned Building Plan. The Developer would undertake utmost possible effort on it's part to complete the Housing Project within 40 (forty) months from the date of signing of this presents. The Developer herein would formally inform about the commencement of work to the Landowner herein. That time being the essence of this contract/agreement and that such time shall be extended if the delay in completion of the proposed Housing Project is due to Force Majeure.
- That the Developer will arrange for electric connection for the purpose of construction and until the development work gets over, it will be liable to pay the cost for the electric consumption.
- That if there is any additional construction/addition of floor area/saleable area;
 subjected to approval and permission of the concerned authorities; the terms and conditions contained in this presents shall accordingly be applicable on the added construction area/floor area/saleable area.

SCHEDULE "A" AS ABOVE REFERRED TO: THE SAID PROPERTY ABOVE REFERRED TO

ALL THAT piece and parcel of land admeasuring about 79.4 Decimals laying and situated in Mouza – Hudarait, J.L. No. 54, Touzi No. 10 (previously 172/173), R.S. No. 224, o.8 Decimals in L.R. Dag No. 2391, 4.4 Decimals in L.R. Dag No. 2398, 16.8 Decimals in L.R. Dag No. 2441,0.392 Decimals in L.R. Dag No. 2453, 27.555 Decimals in L.R. Dag No. 2358, 26.454 Decimals in L.R. Dag No. 2359, 01.500 Decimals in L.R. Dag No. 2370, 01.500 Decimals in L.R. Dag No. 2371, within the territorial jurisdiction of Chandpur Gram Panchayet, PO – Akandakeshori, PS – Rajarhat, Dist: 24 PGS (N), which is butted and bounded as follows:-

ON THE NORTH: By others land,
ON THE SOUTH: By others land,
ON THE EAST: By others land,
ON THE WEST: By others land.

SCHEDULE "B" ABOVE REFERRED TO: THE LANDOWNER'S ALLOCATION

The Landowner's Allocation shall mean and include 20% of each sale proceeds for the flats, units, apartments, commercial space, garage, shops, specified facilities, specified services and all other constructed areas built on the land morefully described in Schedule A which have been provided by the Landowner.

SCHEDULE "C" ABOVE REFERRED TO: THE DEVELOPER'S ALLOCATION

The Developer's Allocation shall mean and include 80% of each sale proceeds for the flats, units, apartments, commercial space, garage, shops, specified facilities, specified services and all other constructed areas built on the land morefully described in Schedulc A which have been provided by the Landowner.

SCHEDULE "D" ABOVE REFERRED TO: SPECIFICATION OF THE DEVELOPMENTAL WORK

BRICK WORK:

200 mm thick first class brick work in 1:6 cement sand mortar in external wall, 125 mm

thick Brick work in 1:4 cement sand mortar in flat partition wall and 75 mm thick brick work 1:4 cement sand mortar with H.B. netting in internal walls.

PLASTERING:

20mm thick cement plaster (1:4) to external wall, 15 mm thick cement plaster (1:6) to internal wall and 10 mm thick cement plaster (1:4) to ceiling, beam etc.

WALL FINISH & PAINTING:

External walls to be painted with paint. Inner walls including veranda shall be provided with POP in the wall and ceiling. The Staircase shall be provided with POP and finished with paint. Wall & Ceiling of car parking area will be finish white cement base paint.

FLOORING SKIRTING & DADO:

2X2 VITRIFIED TILES WILL BE PROVIDED IN BED ROOMS, VERANDAH & Drawing cum Dining Hall. Staircases service space will be provided with marble chowka. Covered car parking area will be provided with neat cement. The Toilet floors area to be water tight and to be provided with non-skid tiles of reputed make.

KITCHEN:

Kitchen will be provided with 20" wide Black Granite lying over black Stone as counter. There will be 2 foot high glazed tile dado of standard make above cooking counter. One steel sink together with a tap above the sink and tap below the sink will be provided. Flooring will be with 12"x12" non-skid tiles.

TOILETS:

1 No. European style commode with PVC cistern and plastic seat cover, Basin with pillar cock overhead shower, 1 No.2 in 1 mixture, 1 no. Bib Cock near commode. All porcelain fittings will be of white in colour. Glaze tiles of standard make will be provided up to up to Door Top.

STAIRECASE:

Staircase will be provided with windows for ventilation. Grill Stair railing will be provided as per design of Architect with handle. Lift Facia will be made of tiles.

ELECTRICALS:

- a) Separate meters for each flat (Flat owners will pay meter installation charges and other expenses)
- b) All electrical wiring will copper wiring and concealed in PVC conduits.

c) All switches will be of semi modular type switches.

- d) Bed room: 2 lights point, 1 nos. 5 amp 5 pin plug points, 1 fan point, 1 AC Point.
- e) Drawing and dining Hall: 2 light points fans point, 2 nos. 5 amp 5 pin plug points, 1 no. 15 amp plug, 1 no. cable point.
- f) Toilets: 1 nos. light points, 1 no. 15 amp 5 pin plug point, 1 no. exhaust fan point.
- g) Kitchen: 2 nos. light points, 2 no. 5 amp plug point, 1 no. 15 amp plug points.
- h) Verandah: 1 no. light point, 1 no. 5 amp plug point.
- i) Car parking Area- Adequate light point.

- j) Boundary wall: 1 no. light point at every 6m length of the Boundary wall.
- k) Roof: 4 nos. light points and 2 nos. 5 amp. Plug points will be provided.
- l) Conduit wirings with fireproof (Havels / Finolex) Wire of required diameter will be provided.
- m) N.C.B. will be provided as per requirements.
- n) Isolators / main switches will be provided as per requirement.
- o) One calling bell point & light point at main door of each flat.

SANITARY PLUMBING:

All supply lines inside the flat will be concealed with CPVC Pipes, fittings.

UPVC Pipe will be used for outer water lines.

Outside soil, waste and rainwater line will be of PVC Pipe.

1 No. basin will be fitted at the dining area.

Septic tank will be constructed as per requirement.

ROOF:

Proper chemical treatment will be done over the roof surface for waterproofing which will be covered by IPS. The roof will be guarded on all sides with 3'-6" high parapet wall.

MAIN GATE:

Main Gate constructed of Hollow M.S. Sections and painted with synthetic enamel paint will be provided at the front part of the boundary wall as per design given by Architect / Engineer in charge.

DOORS:

- 1) Main Entrance Door: Teak pasting flush door with 3 No. hinges, 1 No. tower bolt, and wooden frame will be provided for main door.
- 2) Inside Doors: Flush door (31mm thick) with wooden primer paint and 1 nos. tower will be provided.
- 3) Toilet Doors: PVC Door with frame of standard make. *

WINDOWS:

Sliding windows built of Anodized Rolled Aluminium Sections with Glass of 3mm thickness will be provided. Toilet windows will be provided with M.S top hanged windows with glass & guard bar.

M.S. GRILLS:

Grills will be provided on all the windows and painted with synthetic enamel paint.

<u>LIFT</u>:

Manual passenger lift of reputed brand with well interior of 4 person capacity to be provided as per requirement.

IN WITNESS WHEREOF the parties have hereunto put their respective seals and signs at Kolkata in presence of the witnesses on the day, month and year first written above.

SIGNED, SEALED AND DELIVERED by the Landowner herein at Kolkata, in presence of:-

2. Abishek Pay

C-95/3, Faishakhi Masan,

Sall Lake City, Kalkata-91

USASIII REALSTATES PVT. L1D.

Soumer Managicolor

SIGNATURE OF THE LANDOWNER

SIGNED, SEALED AND DELIVERED by the Developer herein at Kolkata, in presence of:-

Agstausi Pays

Q. Abishek Rogy C-95/3, borshakli Abosan, Salt Lake City, Kalkata-91.

Drafted by me

planoli Ran

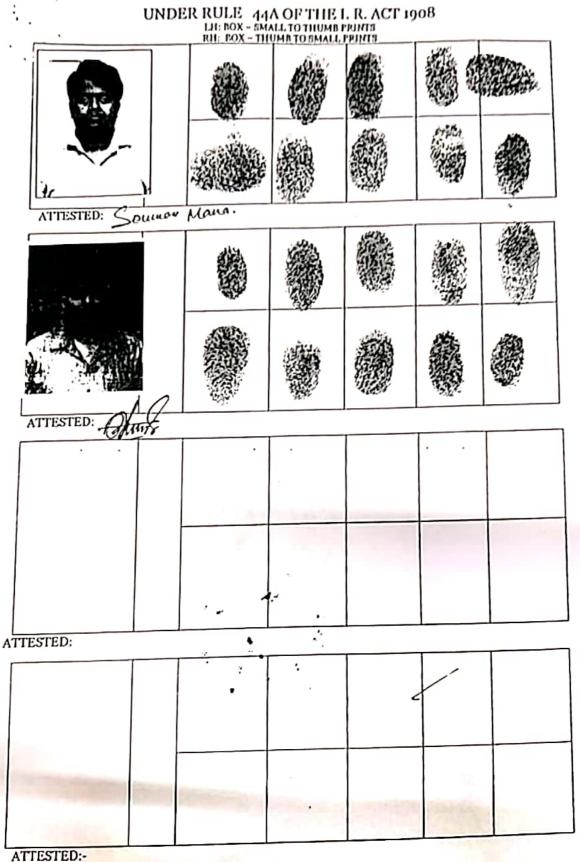
Advocate (WB 763/03)

SA - 27, SALT LAKE CITY, KOLKATA - 700 091,

9433265452/8981868507

SAFTARSHI RAY ADVOCATE

CALC: "TA HIGH COURT Dist Jour Aliooray Barasal



Successful

Name of The Depositor	EVANIE INFRASTRUCTURE PVT LTD		
Challan Amount	Rs. 40041/- (Forty Thousand Forty One Rupees and Zero Palse Only)		
Government Reference No	192018190244500721		
Bank Reference Number (Net Banking)	534407459		
Transaction Date and Time	02/06/2018 15:01:45		

(Note : This is a computer generated receipt and does not require any signature/stamp Please enclose this e-Receipt with e-Challan at the time of challan submission to the department)

PRINT THIS PAGE:

SAVE E-ACONOMILEDGEMENT:

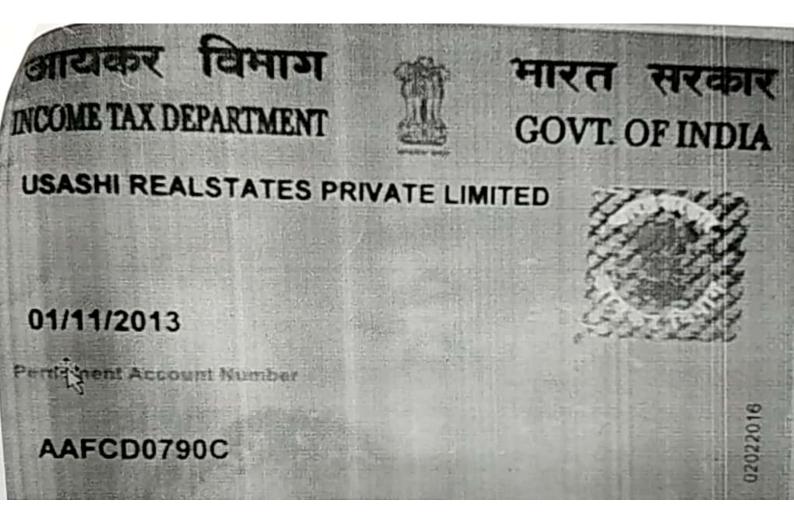


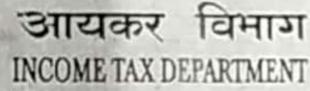
Please do not close the browser. Continue to remain on the website for Redirection.

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HIरत सरकार GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड Permanent Account Number Card

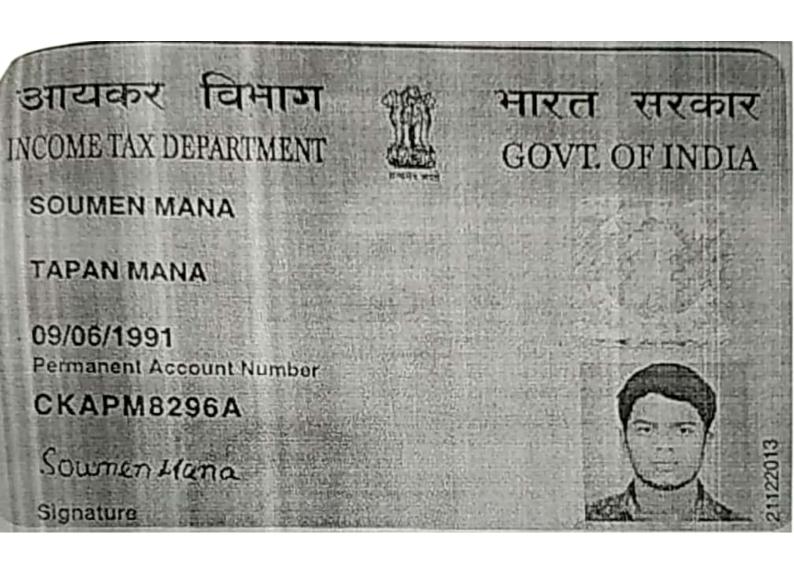
AAECE5886B

नाम / Name

EVANIE INFRASTRUCTURE PRIVATE LIMITED



निगमन/गउन की वारीख Date of Incorporation / Formation 29/03/2017







Major Information of the Deed

Decd No:	I-1523-06324/2018	Date of Registration 05/06/2018		
Query No / Year	1523-0000773295/2018	Office where deed is registered		
Query Date	18/05/2018 11:44:52 AM	A.D.S.R. RAJARHAT, District: North 24-Parganas		
Applicant Name, Address & Other Details	Saptarshi Ray SA - 27, Salt Lake City, Kolkata,T	hana : East Bidhannagar, District : North 24-Parganas, lobile No. : 9433265452, Status :Advocate		
Hansapron	WEST BENGAL, III	Additional Transaction		
[0110] Sale, Development	Agreement or Construction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
agreement		Market Value		
Set Forth value		Rs. 1,77,35,641/-		
Rs. 8/-		Registration Fee Paid		
Stampduty Paid(SD)	0.1	Rs. 21/- (Article:E, E)		
Rs. 40,070/- (Article:48(g))		RS. 217- (Attole.e, e)		
Remarks				

Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: CHANDPUR, Mouza: Hudarait

Sch	Plot	Khatlan	Land Proposed	Usg	Area of Land	Settorin	Value (In Rs.)	Other Details
No L1	Number LR-2391	Number	Bastu	Shali	0.8 Dec	1/-	1,78,694/-	Width of Approach Road: 18 Ft., Adjacent to Metal Road,
L2	LR-2398		Bastu	Shali	4,4 Dec	· . 1/-	9,82,819/-	Width of Approach Road: 18 Ft., Adjacent to Metal Road,
L3	LR-2441		Bastu	Shali	16.8 Dec	1/-	37,52,582/-	Width of Approach Road: 18 Ft., Adjacent to Metal Road,
L4	LR-2453		Bastu	Shali	0.392 Dec	1/-	87,560/	Width of Approac Road: 18 Ft., Adjacent to Meta Road,
L5	LR-2358		Bastu	Shali	27.555 Dec	1/	61,54,905/	 Width of Approach Road: 18 Ft., Adjacent to Meta Road,
L6	LR-2359		Bastu	Shali	26.454 Dec	1.	59,08,977	Width of Approach Road: 18 Ft., Adjacent to Meta Road,
L7	LR-2370		Bastu	Shali	1.5 Dec	1	J- 3,35,052	/- Width of Approa Road: 18 Ft., Adjacent to Meta Road,

Major Information of the Deed :- I-1523-06324/2018-05/06/2018

L8	LR-2371		Bastu	Shali	1.5 Dec	1/-		Width of Approach Road: 18 Ft., Adjacent to Metal Road,
		TOTAL:			79.401Dec	8/-	177,35,641 <i>I</i> -	
	Grand	Total:			79.401Dec	8 /-	177,35,641 /-	

Land Lord Details:

SI No	Name,Address,Photo,Finger print and Signature
1	USASHI REALSTATES PVT. LTD. 594/1, Dakshindari Road, 1st Floor, Bima Abasan, Flat No: E2/1, P.O Sreebhumi, P.S Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700048, PAN No.:: AAFCD0790C, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details:

SI	
	EVANIE INFRASTRUCTURE PVT. LTD. 594/1, Dakshindari Road, 1st Floor, Bima Abasan, Flat No: E2/1, P.O:- Sreebhumi, P.S:- Lake Town, District:- North 24-Parganas, West Bengal, India, PIN - 700048, PAN No.:: AAECE5886B, Status: Organization, Executed by: Representative

Representative Details:

SI	Name,Address,Photo,Finger print and Signature
	Mr SOUMEN MANA (Presentant) Son of Mr Tapan Mana Village - Talberia Ghunghuni Patna, P.O:- Lowada, P.S:- Debra, District:-Paschim Midnapore, West Bengal, India, PIN - 721136, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: CKAPM8296A Status: Representative, Representative of: USASHI REALSTATES PVT. LTD. (as Director)
_	Mr SUPRIYA KUMAR PATRA Son of Mr Asis Kumar Patra Village - Radhapur, P.O:- Madhabpur, P.S:- Bhupatinagar, District:-Purba Midnapore, West Bengal, India, PIN - 721626, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BCSPP3301E Status: Representative, Representative of: EVANIE INFRASTRUCTURE PVT. LTD. (as Director)

identifier Details :				
Name & address				
Mr Saptarshi Ray Son of Mr. Ajit Kumar Ray SA - 27, Salt Lake City, Kolkata, P.O:- Sech Bhawan, P.S:- East Bidha West Bengal, India, PIN - 700091, Sex: Male, By Caste: Hindu, Occup SOUMEN MANA, Mr SUPRIYA KUMAR PATRA	nnagar, Bidhannagar, District:-North 24-Parganas, ation: Advocate, Citizen of: India, , Identifier Of Mr			

Major Information of the Deed :- I-1523-06324/2018-05/06/2018

Trans	fer of property for L1	
SI.No	Fiom	To. with area (Name-Area)
1 、	USASHI REALSTATES PVT. LTD.	EVANIE INFRASTRUCTURE PVT. LTD0.8 Dec
Trans	fer of property for L2	
SI.No	From	To. with area (Name-Area)
1	USASHI REALSTATES PVT. LTD.	EVANIE INFRASTRUCTURE PVT. LTD4.4 Dec
Trans	fer of property for L3	
SI.No	From	To. with area (Name-Area)
1	USASHI REALSTATES PVT. LTD.	EVANIE INFRASTRUCTURE PVT. LTD16.8 Dec
Trans	fer of property for L4	
	From	To. with area (Name-Area)
1 ·	USASHI REALSTATES . PVT. LTD.	EVANIE INFRASTRUCTURE PVT. LTD0.392 Dec
Trans	fer of property for L5	
SI.No	From	To. with area (Name-Area)
1	USASHI REALSTATES PVT. LTD.	EVANIE INFRASTRUCTURE PVT. LTD27.555 Dec
Trans	ter of property for L6	
SI.No	From	To. with area (Name-Area)
1	USASHI REALSTATES PVT. LTD.	EVANIE INFRASTRUCTURE PVT. LTD26.454 Dec
Trans	fer of property for L7	
SI.No	From .	To. with area (Name-Area)
1	USASHI REALSTATES PVT. LTD.	EVANIE INFRASTRUCTURE PVT. LTD1.5 Dec
Transf	er of property for L8	
SI.No	From	To. with area (Name-Area)
1	USASHI REALSTATES PVT. LTD.	EVANIE INFRASTRUCTURE PVT. LTD1.5 Dec

Endorsement For Deed Number: I - 152306324 / 2018

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,77,35,641/-

Xl.~

Debasish Dhar ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. RAJARHAT

North 24-Parganas, West Bengal

Presentation (Under Section 52 Birdic 22 At 31 MEM I WILL BE US I COLOR DE ST 952)

Presented for registration at 16:35 hrs on 04-06-2018, at the Private residence by Mr SOUMEN MANA,. Admission of Execution (Unider Section 56, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 04-06-2018 by Mr SOUMEN MANA, Director, USASHI REALSTATES PVT. LTD. (Private

Limited Company), 594/1, Dakshindari Road, 1st Floor, Bima Abasan, Flat No: E2/1, P.O:- Sreebhumi, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700048

Indetified by Mr Saptarshi Ray, , , Son of Mr Ajit Kumar Ray, SA - 27, Salt Lake City, Kolkata, P.O. Sech Bhawan, Thana: East Bidhannagar, , City/Town: BIDHANNAGAR, North 24-Parganas, WEST BENGAL, India, PIN - 700091, by caste Hindu, by profession Advocate

Execution is admitted on 04-06-2018 by Mr SUPRIYA KUMAR PATRA, Director, EVANIE INFRASTRUCTURE PVT. LTD. (Private Limited Company), 594/1, Dakshindari Road, 1st Floor, Bima Abasan, Flat No: E2/1, P.O:- Sreebhumi, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700048

Indetified by Mr Saptarshi Ray, , , Son of Mr Ajit Kumar Ray, SA - 27, Salt Lake City, Kolkata, P.O: Sech Bhawan, Thana: East Bidhannagar, , City/Town: BIDHANNAGAR, North 24-Parganas, WEST BENGAL, India, PIN - 700091, by caste Hindu, by profession Advocate

Debasish Dhar ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. RAJARHAT North 24-Parganas, West Bengal

Major Information of the Deed :- I-1523-06324/2018-05/06/2018

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

3.3 (12) (14) (14) (15) (15) (15)

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/06/2018 12:00AM with Govt. Ref. No: 192018190244500721 on 02-06-2018, Amount Rs: 21/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 534407459 on 02-06-2018, Head of Account 0030-03-104-001-18

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 40,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 82131, Amount: Rs.50/-, Date of Purchase: 24/01/2018, Vendor name; S Chanda Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/06/2018 12:00AM with Govt. Ref. No: 192018190244500721 on 02-06-2018, Amount Rs: 40.020/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 534407459 on 02-06-2018, Head of Account 0030-02-103-003-02

Debasish Dhar ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. RAJARHAT North 24-Parganas, West Bengal

Major Information of the Deed :- I-1523-06324/2018-05/06/2018

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2018, Page from 215121 to 215154 being No 152306324 for the year 2018.



Digitally signed by DEBASISH DHAR Date: 2018.06.08 10:52:17 +05:30 Reason: Digital Signing of Deed.

Shan

(Debasish Dhar) 08-06-2018 10:52:13 AM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. RAJARHAT West Bengal.

(This document is digitally signed.)