558/18 ① J. 5126/18

भारतीय गैर न्यायिक

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भारत INDIA

INDIA NON JUDICIAL

पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL L.C. NO 715/18 AB 289944

16.11.18

6.25

6-0/69.2008

THIS AGREEMENT made this the 16th day of November **TWO THOUSAND AND EIGHTEEN**

BETWEEN

(I) **B. M. DEALERS PRIVATE LIMITED** (Income Tax PAN AACCB2624A), a company incorporated under the Companies Act, 1956 and having its registered office at 20/1M, East Topsia Road, Kolkata – 700046, represented by its director Mr. Kishan Agarwal alias Kishan Mirania Agarwal (Income Tax PAN ADBPA8961E), son of Mr. Ram Bilas Agarwal, residing at 36/1B Elgin Road (Lala Lajpat Rai Sarani), P.S. – Bhawanipore, Post Office: L.L.R. Sarani, Kolkata – 700 020, hereinafter referred to as the **LANDOWNER 1**, and (2) **GLOWING FERN HIGHRISE LLP** (Income Tax PAN AAMFG9939J), a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act 2008 having its registered office at Marshal House, Suite No. 807, 33/1 Netaji Subhas Road, P.S. – Hare Street, Kolkata – 700 001, represented by its designated partner namely Mr. Kishan Agarwal alias Kishan Mirania Agarwal (Income Tax PAN ADBPA8961E), son of Mr. Ram Bilas Agarwal, residing at 36/1B Elgin Road (Lala Lajpat Rai Sarani), P.S. – Bhawanipore, Post Office: L.L.R. Sarani, Kolkata – 700 020, hereinafter referred to as the **LANDOWNER 2**, and both hereinafter collectively referred to as the **LANDOWNERS** (which expression, so far as company is concerned, shall mean and include its successors-in-interest and/or successors-in-office and assigns and so far as LLP is concerned, shall mean and include its partners for the time being and their respective heirs, executors, administrators, legal representatives and assigns) of the ONE PART:

[illegible] this document is [illegible] signature [illegible] attached [illegible] as the part of this document.

Unimarkmirania Projects LLP
207 A.J.C. Bose Rd
Kol-17.

Vol. 1 1602

UNIMARKMIRANIA PROJECTS LLP

Designated Partner/Authorised Signatory

V.C.T.I. 1837

UNIMARKMIRANIA PROJECTS LLP

Designated Partner/Authorised Signatory

V.C.T.I. 1838

GOVERNMENT OF
LICENSED S...
KOLKATA REGION

Additional District Sub-Registrar
Cooch Behar 24 Parganas

Identified by me :—
Gopal Jhunjhunwala
S/o M. S. S. Jhunjhunwala
Indraprastha Complex
VIP Road, Kaikhali
Kolkata - 700052

AND

UNIMARKMIRANIA PROJECTS LLP, a Limited Liability Partnership Firm incorporated under the Limited Partnership Act 2008, having its registered office at 207 AJC Bose Road, P.O. – Circus Avenue, P.S. – Beniapukur, Kolkata - 700017, represented by two of its partners namely Mr. Kumar Vardhan Patodia (Income Tax PAN AIAPP6108J), son of Mr. Harsh Vardhan Patodia, residing at 5F/2 New Road, P.O. & P.S. – Alipore, Kolkata – 700 027 and Mr. Kishan Mirania Agarwal (Income Tax PAN ADBPA8961E), son of Mr. Ram Bilas Agarwal, residing at 36/1B Elgin Road (Lala Lajpat Rai Sarani), P.S. – Bhawanipore, Post Office: L.L.R. Sarani, Kolkata – 700 020, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partners and such other person or persons who may be taken in or admitted as partner(s) in the said partnership firm and their respective heirs executors administrators legal representatives and assigns) of the **OTHER PART**.

- the Landowners and the Developer are individually referred to as 'party' and collectively referred to as 'parties'.

WHEREAS:

A. The Landowners herein have purchased and acquired **ALL THAT** the land area aggregating to 5 cottah 9 chittacks i.e. 9.37 decimals in L. R. Dag No. 92 corresponding to R. S. Dag No. 85 comprised in Mouza Garagacha, J.L. No. 45, Touzi No.56, within the limits of Rajpur Sonarpur Municipality, Police Station Sonarpur, District: South 24-Parganas, together with the structures lying thereupon by virtue of the title deeds detailed in the **Seventh Schedule** hereunder written ;

B. By and under a Development Agreement dated 20th January, 2015, registered with the office of the Additional District Sub-Registrar, Garia, and recorded in Book No. I, CD Volume No.2, Pages 844 to 882, Being No.00212 for the year 2015 (hereinafter referred to as the said **PRINCIPAL DEVELOPMENT AGREEMENT**) made between Landowner 1 herein & 21 (twenty one) others (hereinafter collectively referred to as the **ORIGINAL LANDOWNERS**) therein collectively referred to as the 'Owners' of the One Part and the Developer herein therein referred to as the 'Developer' of the Other Part, the Owners therein appointed and entrusted the Developer to develop **ALL THAT** the piece and parcel of demarcated portion of land comprised in R.S. Dag Nos.79, 80, 81, 85 & 86 corresponding to L.R. Dag Nos.86, 87, 88, 92 & 93 containing an aggregate land area of about 160 cottahs 09 chittacks 33 square feet together with the structures lying thereupon in Mouza: Garagacha, J.L. No.45, Touzi No.56 within the limits of Rajpur Sonarpur Municipality, Police Station Sonarpur, District South 24-Parganas (hereinafter referred to as the **ORIGINAL PROJECT LAND**) under the terms and conditions recorded and contained in the said Development Agreement.

C. Pursuant to the said Development Agreement, the Developer caused the building plan No. 1376/Rev/CB/01/15 dated 04/01/16 sanctioned/approved by the Rajpur Sonarpur Municipality and commenced construction of a residential building complex in the name of **Lakewood Estate** comprising of various blocks/towers/buildings upon the land at the said Original Project Land, including the First Block (comprising Towers 1 and 2), and the Remaining Blocks, hereinafter referred to as the said **PROJECT**.

Additional District Sub-Registrar,
Sonarpur, South 24 Parganas

D. By and under an Agreement dated the 12th day of April, 2016 made between the Original Landowners, therein jointly referred to as the 'Owners' of the One Part and the Developer herein, therein referred to as the 'Developer' of the Other Part, the Original Landowners and the Developer identified and demarcated the units to be comprised in the Owners' Allocation and Developer's Allocation in the First Block of the said Project.

E. By and under another Agreement dated 22nd day of April, 2016 made between the Original Landowners therein jointly referred to as the 'Owners' of the One Part and the Developer herein therein referred to as the 'Developer' of the Other Part, registered with the office of the Additional District Sub-Registrar, Garia, District South 24-Parganas in Book No. I, Volume No.1629-2016, pages from 27272 to 27312, Being No.01264 for the year 2016, the Landowners therein have exclusively authorised the Developer herein inter alia to sell and transfer all the units/constructed spaces etc., to be comprised in or pertaining to the Remaining Blocks in the Project on the revenue sharing basis under the terms and conditions therein mentioned, including to receive and collect all payments for such units/constructed spaces in its name.

F. The Developer has subsequently obtained sanction/approval of a revised plan including for one additional unit on the first floor and also one additional floor (being the 12th floor) consisting of four units in the buildings of each of the two towers of the First Block (hereinafter referred to as the **Additional Units**).

G. By and under another Agreement dated 13th April 2018 made between the Original Landowners therein jointly referred to as the 'Owners' of the One Part and the Developer herein therein referred to as the 'Developer' of the Other Part, the Original Landowners and the Developer have agreed and decided that the terms for sale and transfer of the units/ constructed spaces to be comprised in the Remaining Blocks shall mutatis mutandis apply to the sale and transfer of the Additional Units and the said Additional Units comprised in the First Block of the Project shall be deemed to be included and/or appended with the units/constructed spaces of the Remaining Blocks.

H. The Landowner No. 1 herein and 2 herein have intended to contribute **ALL THAT** the land aerea admeasuring about 1 cottah 5 chittacks 19 sq. ft. i.e. 2.21 decimals in L. R. Dag No. 88 corresponding to R. S. Dag No. 81 and the land area admeasuring about 5 cottah 9 chittacks i.e. 9.37 decimals in L. R. Dag No. 92 corresponding to R. S. Dag No. 85 comprised in Mouza Garagacha, J.L. No. 45, Touzi No.56, within the limits of Rajpur Sonarpur Municipality, Police Station Sonarpur, District: South 24-Parganas, together with the structures thereupon (hereinafter referred to as the **ADDITIONAL LAND**) and morefully mentioned in the **Second Schedule** hereunder written and shown in the map or plan annexed hereto and coloured **Red** thereon) in the said Project for the purpose of commercial exploitation thereof under the terms that the Original Project Land shall be increased by the Additional Land and the Developer shall be entitled to utilize the benefits and permissible Floor Area Ratio for the said Project for which the Original Landowners have already consented and concurred and have agreed to allocate the sale proceeds of the Owners Allocation to the Landowners herein in proportion to their landholding in the said Project.

I The Landowners herein and the Original Landowners are hereinafter collectively referred to as the **OWNERS.**

J The terms and conditions agreed by and between the parties are recorded as hereunder.

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

1. **DEFINITIONS:**

Unless in this agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings:-

1.1 **ADDITIONAL LAND** - shall mean the land more fully and particularly described in the **Second Schedule** hereunder written and shown in the map or plan annexed hereto and coloured **Red** thereon.

1.2 **ADVOCATE** – shall mean the advocate appointed by the Developer for the Project on the said Land from time to time.

1.3 **ARCHITECT** – shall mean such person or persons appointed by the Developer as the architect for the Project from time to time.

1.4 **ASSOCIATION** – shall mean any company incorporated under the Companies Act, 1956 or any Association or any Syndicate or a Committee or Society as may be formed comprised of co-owners / transferees or caused to be formed by Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

1.5 **CAR PARKING SPACE** - shall mean all the spaces in the portions at the basement (if any), ground floor level and/or any other level, whether open, covered or mechanical, within the Project area or intended to be reserved for parking of cars/scooters.

1.6 **COMMON AREAS, FACILITIES AND AMENITIES** – shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, overhead water tank, water pump and motor, drive-ways, common lavatories, common generator, transformer, effluent treatment plant, Fire Fighting systems, rain water harvesting areas, boundary walls, main entrance and/or exit gate, lift and lift shaft and other facilities in the Project, which the Developer may decide to provide in their absolute discretion, and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Project.

1.7 **COMMON EXPENSES** – shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose including those mentioned in the **Fourth Schedule** hereunder written to be contributed, borne, paid and shared by the transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by any Unit shall be separately paid or reimbursed to the Maintenance in-charge.

1.8 **COMMON PURPOSES** – shall mean and include the purpose of managing, maintaining and up keeping the Project in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the transferees and/or the occupants in any other capacity, collection and disbursement of the Common

Additional District Sub-Registrar,
Howrah Dakshin Paschim

Expenses and administering and dealing with the matters of common interest of the transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.

1.9 **CONSENTS** – shall mean the planning permission sanctions and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or required for development of the said Entire Land and commencement of construction.

1.10 **DATE OF COMMENCEMENT OF LIABILITY** – shall mean the date on which Owners/transferees of the units take actual physical possession of their allocation after fulfilling all their liabilities and obligations in terms hereof or the date next after expiry of the Notice for Possession irrespective of whether Owners/transferees of the units take actual physical possession or not, whichever is earlier.

1.11 **DEPOSITS/EXTRA CHARGES** – shall mean the amounts specified in the **Fifth Schedule** hereunder to be paid/ deposited by the Owners and/ or its transferees/ assigns and the transferees/ assigns of the Developer to the Developer or its nominees.

1.12 **DEVELOPER'S ALLOCATON:** shall mean and include 53% (fifty three percent) of the area of the Units/Saleable Spaces in the proposed New Building **TOGETHER WITH** the undivided proportionate impartible share in the said Entire Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities in the First Block (consisting of Tower 1 and Tower 2 but other than Additional Units) of the Project **AND** 53% (fifty three per cent) of the sale proceeds of the units/constructed spaces comprised in the remaining blocks/ towers and Additional Units nd allocable to the Developer in the said Project at the said Entire Land.

1.13 **ENTIRE LAND** – shall mean the land more fully and particularly described in **the First Schedule** hereunder written and shown in the map or plan annexed hereto and coloured **Blue** thereon.

1.14 **FIRST BLOCK** – shall mean the first block consisting of units in the two towers being Tower 1 and 2 but excluding the Additional Units

1.15 **LANDOWNERS** – (1) B. M. Dealers Private Limited having its registered office at 20/1M, East Topsia Road, Kolkata – 700046 and (2) Glowing Fern Highrise LLP having its registered office at Marshal House, Suite No. 807, 33/1 Netaji Subhas Road, P.S. – Hare Street, Kolkata – 700 001.

1.16 **MAINTENANCE-IN-CHARGE** – shall mean and include such persons/agency or any outside agency to be appointed by the Developer under this Agreement for the Common Purposes under such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

1.17 **MARKETING** – shall mean marketing, selling, leasing, letting out or otherwise dealing with any space in the Project to any transferee or tenant or licensee or lessee as the case may be for owning, leasing, renting or occupying any flat, unit, apartment, and/or constructed space by the Developer.

1.18 **NEW BUILDINGS** – shall mean the new buildings to be constructed, erected and completed upon the said Entire Land.

1.19 **NOTICE FOR POSSESSION** – shall mean the notice contemplated in clause 14.1 below.

1.20 **OWNERS** – shall mean (1) B. M. Dealers Private Limited having its registered office at 20/1M, East Topsia Road, Kolkata – 700046 and (2) Glowing Fern Highrise LLP having its registered office at Marshal House, Suite No. 807, 33/1 Netaji Subhas Road, P.S. – Hare Street, Kolkata – 700 001, (3)Kishan Agarwal, son of Ram Bilash

Agarwal, residing at 36/1B Elgin Road (Lal Lajpat Rai Sarani), Police Station Bhawanipore, Kolkata - 700020, (4) Bishan Agarwal alias Bishan Mirania Agarwal, son of Ram Bilash Agarwal, residing at 36/1B Elgin Road (Lal Lajpat Rai Sarani), Police Station Bhawanipore, Kolkata – 700020, (5) Khagesh Agarwal, son of Ram Bilash Agarwal, residing at 36/1B Elgin Road (Lal Lajpat Rai Sarani), Police Station Bhawanipore, Kolkata – 700020, (6) Seema Mirania alias Seema Mirania Agarwal, wife of Kishan Mirania Agarwal, residing at 36/1B Elgin Road (Lal Lajpat Rai Sarani), Police Station Bhawanipore, Kolkata – 700020, (7) Sarita Mirania alias Sarita Mirania Agarwal, wife of Bishan Mirania Agarwal, residing at 36/1B Elgin Road (Lal Lajpat Rai Sarani), Police Station Bhawanipore, Kolkata – 700020, (8) Nidhi Mirania alias Nidhi Mirania Agarwal, wife of Khagesh Mirania Agarwal, residing at 36/1B Elgin Road (Lal Lajpat Rai Sarani), Police Station Bhawanipore, Kolkata – 700020, (9) Kishan Mirania Agurwal HUF, a Hindu Undivided family, represented by its Karta, namely Sri Kishan Mirania Agarwal, son of Sri Ram Bilash Agarwal, residing at 36/1B Elgin Road (Lal Lajpat Rai Sarani), Police Station Bhawanipore, Kolkata – 700020, (10) Mannalal Surekha Trust, having its registered office at 5/1 A.J.C. Bose Road, Police Station Park Street, Kolkata - 700020, (11) Daffodil Homes Private Limited, having its registered office at P-38 India Exchange Place, Kolkata – 700001, (12) K. B. Dealers Private Limited, having its registered office at 20/1M, East Topsia Road, Kolkata – 700046, (13) B. M. Dealers Private Limited, having its registered office at 20/1M, East Topsia Road, Kolkata – 700046, (14) K. K. Commodities Private Limited, having its registered office at 20/1M, East Topsia Road, Kolkata – 700046, (15) Lily Residency Private Limited, having its registered office at 11, Lower Range, Kolkata – 700017, (16) BMA Merchandise Private Limited, having its registered office at 11, Lower Range, Kolkata – 700017, (17) B.K. Mercantile Private Limited, having its registered office at 20/1M, East Topsia Road, Kolkata – 700046, (18) Levoc Finance Private Limited, having its registered office at 11, Lower Range, Kolkata – 700017, (19) KMA Commodities Private Limited, having its registered office at 20/1M, East Topsia Road, Kolkata – 700046, (20) S. M. A. Merchandise Private Limited, having its registered office at 20/1M, East Topsia Road, Kolkata – 700046, (21) K. M. Dealers Private Limited, having its registered office at 20/1M, East Topsia Road, Kolkata – 700046, (22) Freshbyte Buildtech Private Limited, having its registered office at 33/1, N. S. Road, Marshall House, Kolkata – 700001, (23) Sudsar Buildspace LLP, having its registered office at 11A/1C, East Topsia Road, Kolkata – 700046, (24) Gruhvikas Hirise Private Limited, having its registered office at 33/1, N. S. Road, Marshall House, Kolkata – 700001.

1.21 **OWNERS' ALLOCATION:** shall mean and include 47% (forty seven percent) of the area of the Units/Saleable Spaces in the proposed New Building **TOGETHER WITH** the undivided proportionate impartible share in the said Entire Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities in the First Block and(consisting of Tower 1 and Tower 2) of the Project **AND** 47% (forty seven per cent) of the sale proceeds of the units/constructed spaces comprised in the remaining blocks/ towers and Additional Units and allocable to the Developer in the said Project at the said Entire Land.

1.22 **PLANS** – shall mean the plan bearing No. 1376/Rev/CB/01/15 dated 04/01/16 and other plan(s) to be sanctioned by the concerned sanctioning authority as the case may be Together With all modifications and/or alterations thereto and/or revisions thereof from time to time made or to be made by the Developer and approved by the sanctioning authorities in respect of the Project.

1.23 **PROJECT** – shall mean the project of development of the said Entire Land by construction, erection and completion of the New Buildings thereupon with Common Areas, Facilities and Amenities, primarily or wholly residential in nature.

1.24 **PROFESSIONAL TEAM** – shall mean the Architects, Structural Engineers, Surveyors and/or such other professional engaged and/or contracted by the Developer from time to time for the purpose of the Project.

1.25 **REMAINING BLOCKS** - shall mean the blocks (other than the First Block) consisting of units in other towers (presently being Tower 3, 4, 5 and 6) and including the Additional Units in Tower 1 and 2.

1.26 **ROOF** – shall mean and include the ultimate roof of the New Buildings.

1.27 **SALE PROCEEDS:** shall mean the consideration amounts to be received and realized from the intending transferees for sale and transfer of the units/constructed spaces comprised in the Remaining Blocks (other than the First Block). Such sale proceeds shall exclude (1) the amount of Tax Deducted at Source (TDS) as may be deducted by the intending transferees as per the prevailing law, (2) the amounts of deposits and extras to be received and realized from the intending transferees (3) the taxes, levies and impositions leviable upon sale and transfer of the sale and transfer.

1.28 **SPECIFICATION** – shall mean the specifications for the said Project as mentioned in the **Sixth Schedule** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

1.29 **TITLE DEEDS** – shall mean the documents of title of the Landowners in respect of the said Additional Land mentioned in the **Seventh Schedule** hereunder written.

1.30 **TRANSFER** – with its grammatical variations shall include transfer by possession or by executing a valid transfer document and by any other means adopted for effecting what is understood as a transfer of space in the new buildings to the transferees thereof as per law.

1.31 **TRANSFEREE** – according to the context shall mean all the prospective or actual transferees who would agree/have agreed to acquire or take on rent or lease or shall have acquired or taken on rent or lease any Unit in the Project and for all unsold Unit and/or Units in the Owners' Allocation shall mean the Owners and for all unsold Unit and/or Units in the Developer's Allocation shall mean the Developer.

1.32 **UNDIVIDED SHARE** – shall mean the undivided proportionate indivisible part or share in the said Land attributable to either party's allocation as in the context would become applicable.

1.33 **UNITS/SALEABLE SPACES** – shall mean self contained flats, apartments, offices, show rooms, car parking spaces and/or other space(s) in the New Building(s) capable of being held independent of each other.

2. INTERPRETATION:

In this agreement save and except as otherwise expressly provided –

i) when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.

ii) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.

iii) the words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.

iv) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.

v) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.

3. COMMENCEMENT, TIME FOR COMPLETION AND DURATION:

3.1 This Agreement shall be deemed to have commenced on and with effect from the date of execution of this Agreement (hereinafter referred to as the **COMMENCEMENT DATE**).

3.2 New Buildings upon the said Entire Land shall be constructed, erected and completed by the Developer in Phases and within a period of 48 (forty eight) months from the latest date of obtaining all the Consents for the development of the said Entire Land and commencement of construction.

3.3 This Agreement shall remain in full force and effect until such time the construction and completion of the New Buildings are made within the stipulated period in terms hereof in all respects and the possession of respective allocations has been made over to / taken over by the concerned parties and the respective deeds of transfer are duly made and registered in favour of the intending transferees and management and affairs of the New Buildings is handed over to the Association of the co-owners of the New Building(s) upon the said Entire Land.

4. LAND OWNERS' COVENANTS AND REPRESENTATIONS:

4.1 At or before execution of this agreement, the Landowners and its directors/partners have assured, represented and warranted to the Developer as follows:

i) That the said Additional Land is free from all encumbrances mortgages, charges liens, lispendens, debutters, wakf, trusts, benami transactions, attachments, bargadar, leases, tenancies, occupancy rights, uses, acquisition, requisition, vesting, alignment, claims, demands and liabilities whatsoever or howsoever;

ii) That the Landowners have the clear marketable title of the said Additional Land and no person has ever claimed any right title interest or possession whatsoever in the said Additional Land or any part thereof nor sent any notice in respect thereof and that no person other than the Landowners have any right, title and/or interest, of any nature whatsoever in the said Additional Land or any part thereof;

iii) That the Landowners have not dealt with any part or portion of the said Additional Land in any manner nor created any third party right or title or interest therein, and has not entered into any agreement, contract etc. in respect thereof, and the Additional Land is free from any charges and all outgoings including land revenues thereof have been paid in full by the Landowners;

iv) That the Landowners have been and continues to be in vacant, peaceful and physical possession of the said Additional Land and there are no outstanding actions, claims or demanded between the Landowners and any third party;

Additional District Sub-Registrar,
Garia South 24 Parganas

v) That the said Additional Land is a single block of contiguous plots of lands adjacent to the Original Project Land and no part or portion of the said Additional Land is a water body of any nature;

vi) That neither the Landowners nor its predecessor(s) in title have at any time held any land in excess of the prescribed ceiling limit under the West Bengal Land Reform Act 1955 and/or the Urban Land Ceiling Act 1976, and/or any other statute, central, state or local;

vii) That no part or portion of the said Additional Land is the subject of any vesting order or acquisition by any government and/or authority, statutory or otherwise as on the date of this agreement;

viii) That there are no legal or other proceedings of material effect pending in respect of any part or portion of the Additional Land and/or against the Landowners herein and there are no unfulfilled or unsatisfied judgments, injunctions or attachments, court orders, debts, notices etc. against the said Additional Land;

ix) That there is no matter which may adversely or materially affect the value of the Additional Land or its development, usage or enjoyment or cast any doubt on the rights created in favour of the Developer in terms hereof;

x) That the said Additional Land or any part thereof is not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Landowners herein and the said Additional Land is not attached and/or liable to be attached under any decree or order of any Court of Law or dues of the Income Tax, Revenue or any other Public Demand;

xi) That no suit and/or any other proceedings and/or litigations of material effect are pending against the Landowners herein or in respect of the said Additional Land or any part thereof and that the said Additional Land is not involved in any civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature (whether relating to, directly or indirectly) are pending or threatened by or against the Landowners in respect of the said Additional Land;

xii) That no public demand or recovery proceedings are pending against the Landowners herein;

xiii) That the Landowners have full right, power and authority to enter into this Agreement;

xiv) That the Landowners have got the entirety of the said Additional Land duly mutated in their names in the Land Reforms Record of Rights of the concerned Block Land & Land Reforms Office;

xv) That the Landowners have obtained conversion of the nature of the said Additional Land to Bastu from the Office of the concerned Block Land & Land Reforms Office;

4.2 Relying upon the said representations, assurances and warranties of the Landowners and its aforesaid directors and acting in true faith thereof the Developer has agreed to develop the said Additional Land and enter into this agreement with the Landowners for the consideration and under the terms recorded hereunder.

5. GRANT OF DEVELOPMENT RIGHTS:

5.1 The parties have mutually agreed and framed a scheme for development of the said Additional Land alongwith the Original Project Land for the purpose of commercial exploitation thereof under the terms that the Original Project Land shall be increased by

the Additional Land and the Developer shall be entitled to utilize the benefits and permissible Floor Area Ratio for the said Project for which the Original Landowners have already consented and concurred and the Owners have inter se agreed to allocate the share of the Landowners in the Sale Proceeds to the Landowners herein and the Developer shall develop the said Entire Land by undertaking the construction, erection and completion of new buildings containing units/ saleable spaces mainly meant for residential purposes and for the said purpose, the Landowners have granted the exclusive rights and authority in favour of the Developer to hereby enter upon, hold and develop the said Additional Land for commercial exploitation thereof.

5.2 The Developer has hereby accepted the exclusive right and authority to develop the Additional Land alongwith the Original Project Land.

5.3 The parties have agreed to fulfill their respective obligations as recorded and contained in this agreement.

6. LANDOWNERS' OBLIGATIONS AND COVENANTS:

6.1 The Landowners have undertaken and assured the Developer to fulfill the following obligations on their part:

i) The Landowners at their own costs and arrangements shall be solely responsible and liable to remedy, rectify and remove all claims or disputes in respect of the title of the Additional Land, if any arising in respect of the said Additional Land at any time in future.

ii) The Landowners shall answer and satisfy all queries and requisitions raised by any transferee/ purchaser, financial institutions, banks or any statutory authority with regard to the title in respect of the said Additional Land.

iii) The Landowners shall pay and liquidate all rents, rates, taxes, cess, land revenue/khajana, electricity dues, water taxes and all other outgoings in respect of the said Additional Land for the period upto the date of this Agreement.

iv) The Landowners shall render and extend all reasonable co-operation, help and assistance to the Developer for the successful completion of the Project on the said Additional Land.

6.2 The Landowners shall not -

i) cause any interference and/or hindrance in the development of the said Additional Land.

ii) do any act, deed and/or thing whereby the Developer may be prevented and/or deprived from its right to the share of the Developer's Allocation as stated above and also such other rights created under this Agreement or subsequent hereto.

iii) do anything in contravention/ violation of this Agreement.

iv) do nor permit any one to do any act deed matter or thing which may affect the development, construction and marketability of the said Project or which may cause charges, encroachments, litigations, trusts, liens, litigations, attachments and liabilities upon the said Additional Land and/ or the New Buildings intended to be constructed thereupon.

v) transfer, grant lease, mortgage and/or charge the said Additional Land or any portions thereof save in the manner envisaged by this Agreement.

Additional District Sub-Registrar,
South 24 Parganas

6.3 Simultaneously with the execution of this agreement, the Landowners shall grant and execute two separate General Powers-of-Attorney in favour of (1) Mr. Harsh Vardhan Patodia, (2) Mr. Kumar Vardhan Patodia, (3) Mr. Kirti Vardhan Patodia, (4) Mr. Kishan Mirania Agarwal, (5) Mr. Bishan Mirania Agarwal, and (6) Mr. Khagesh Mirania Agarwal and (7) UnimarkMirania Projects LLP, to (i) do act and perform necessary acts deeds and things necessary and/ or required for the purpose of the development of the said Additional Land, and (ii) to sell and transfer the units/ constructed spaces in the project and for issuance of no objection certificates for mortgage of the units, in terms of this agreement and admit execution of such Power of Attorney before the concerned registration office, as may be required by the Developer.

6.4 Notwithstanding the grant of the aforesaid Powers of Attorney, the Landowners at the request of the Developer shall (i) sign and execute necessary applications, affidavits, undertakings and other documents as necessary/ required from time to time for the purpose to be submitted to the concerned departments/ authorities for the development of the said Additional Land, and (ii) sign and execute necessary deeds and documents for the purpose of transfer of the Units/Saleable Spaces comprised in the Developer's Allocation in favour of the Developer and/or its intending transferees without any claim of sale proceeds/ premium/ consideration etc., and as required by the Developer from time to time.

6.5 The Landowners shall keep the Developer saved harmless and indemnified from and against any losses actions suits claims and proceedings caused due to any defect in title of the Landowners herein in respect of the said Additional Land.

7. DEVELOPER'S RIGHTS, OBLIGATIONS AND COVENANTS:

7.1 The Developer is hereby authorized and shall be entitled to do act and perform the followings in terms of this agreement:

i) To amalgamate the Additional Land with the Original Project Land;
ii) To prepare plans maps and drawings for construction of the New Buildings upon the said Additional Land and submit the same for sanction and approval before the concerned statutory authorities;
iii) To utilize the benefits and permissible Floor Area Ratio of the Additional Land in the said Project;
iv) To apply for and obtain all consents approvals sanctions and/or permissions as may be necessary and/or required for undertaking development of the said Additional Land alongwith the Original Project Land;
v) To apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities as may be required for the construction of the New Buildings in the said Project;
vi) To cause modifications rectifications and revalidations of the Plan sanctioned for the development of the said Additional Land;
vii) To take such steps as are necessary to divert all existing pipes, cables or other conducting media in, under or above the Additional Land and which need to be diverted for the purpose of the Development;
viii) To appoint their own professional team for causing development of the said Additional Land;

16 NOV 201

ix). To demolish the existing building/ structures upon the said Additional Land and dispose of and clear the debris of the same from the said Additional Land and reimburse the net proceeds thereof to the Landowners after deduction of all costs and expenses for demolition;

x). To install all electricity, gas, water, telecommunications, and surface and foul water drainage to the said Additional Land;

xi) To serve such notices and enter into such agreements with statutory undertakings or other companies as may be necessary to install the services;

xii) To give all necessary or usual notices under any statute affecting the demolition and clearance of the said Additional Land and to give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said Additional Land and pay all costs, fees and outgoings incidental to or consequential on, any such notice;

xiii) To make deposit of necessary fees and charges with the concerned authorities for the purpose of carrying out the development work and construction of the New Buildings upon the said Additional Land and to claim refunds of such deposits and to give valid and effectual receipt and discharge on behalf of the Landowners in connection therewith;

xiv) After completion of the construction of the New Buildings upon the said Additional Land, to apply for and obtain occupation and/or completion certificate, as may be required in respect thereof or parts thereof from the concerned authorities;

xv) To possess the said Additional Land and protect the said Additional Land from any encroachments;

xvi) To comply or procure compliance with, all statutes and any enforceable codes of practice of the authorities affecting the said Additional Land or the development thereof;

xvii) To take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said Additional Land;

xviii) To remain solely liable and/or responsible for all acts deeds matters and things for undertaking construction of the said New Building in accordance with the Plan and to pay perform and observe all the terms conditions covenants and obligations on the part of the Developer to be paid performed and observed.

7.2 The Developer shall bear all the costs, expenses, investments and charges for the construction of the New Buildings and the common areas including the cost of materials thereof as per the Specifications mentioned in the Sixth Schedule herein on the said Additional Land for which the Owners shall not liable and responsible in any manner.

7.3 The Developer shall be liable and responsible for payment of salary/ allowances/ compensation to the men employed by it for the purpose of construction. The Developer shall keep the Owners indemnified against any claim that might be raised by any person employed by the Developer in connection with the project or any work ancillary thereto.

7.4 After obtaining all Consents for undertaking development of the said, the Developer shall commence and/or proceed diligently to execute and complete the development of the Project in a good and workmanlike manner with good quality materials.

7.5 The Developer shall be entitled to obtain necessary utilities and connections for the said Additional Land.

7.6 The Developer at the request of the Owners shall sign and execute necessary deeds and documents for the purpose of transfer of the Units/Saleable Spaces comprised in the Owners' Allocation in favour of the Owners and/or its intending transferees. Such deeds and documents shall be as per the terms and conditions stipulated and format prepared by the Developer for the entire Project.

8. ALLOCATIONS AND TRANSFER OF UNITS:

8.1 **OWNERS' ALLOCATION:** In consideration of the Owners' rights, title and interest in the said Entire Land and also in consideration of the Owners granting the rights of development of the said Entire Land and the Developer's Allocation in the New Buildings upon the said Entire Land and in further consideration of the Owners fulfilling its obligations under this agreement, the Owners shall be entitled to 47% (forty seven percent) of the area of the Units/Saleable Spaces in the proposed First Block **TOGETHER WITH** the undivided proportionate impartible share in the said Entire Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities in the First Block of the Project **AND** 47% (forty seven per cent) of the sale proceeds of the units/constructed spaces comprised in the Remaining Blocks including the Additional Units, and allocable to the Owners in the said Project at the said Entire Land.

8.2 **DEVELOPER'S ALLOCATION:** In consideration of the Developer undertaking the project of development of the said Entire Land and also in consideration of the Developer incurring and bearing various costs and expenses in this regard and in further consideration of the Developer fulfilling its obligations under this agreement, the Developer shall be entitled to 53% (fifty three percent) of the area of the Units/Saleable Spaces in the First Block **TOGETHER WITH** the undivided proportionate impartible share in the said Entire Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities in the First Block of the Project **AND** 53% (fifty three per cent) of the sale proceeds of the units/constructed spaces comprised in the Remaining Blocks including the Additional Units and allocable to the Developer in the said Project at the said Entire Land.

8.3 The units/ constructed spaces to be comprised in the Remaining Blocks of the project, shall be sold and transferred jointly and the sale proceeds thereof shall be appropriated in the ratio of 47:53 between the Owners and the Developer.

8.4 The Sale Proceeds shall be collected in a separate bank account of the Developer, which will operate as escrow on standing instructions, and out of funds received, 47% of the Sale Proceeds shall be transferred immediately by the Developer to the bank account of the entity that has been specified by the Owners and mentioned hereinbelow. Appropriate adjustments/ reductions in the proportionate/ percentage for transfer of the Sale Proceeds to the Owners (or Owners' Authorised Entity) shall be made to account for applicable taxes, including any change in the applicable taxes rates etc. from time to time.

Additional District Magistrate
South 24 Parganas

8.5 The Authorised Representatives and the Developer shall reconcile the accounts showing the Sale Proceeds and the expenditure relating to marketing, branding, advertising and publicity of the project on a monthly basis, and any excess or short payment made to the Owners' Authorised Entity in the preceding month shall be adjusted and/ or accounted for not later than the fifteenth day of current/subsequent month.

8.6 The Landowners hereby authorize the following Limited Liability Partnership as the Owners' Authorised entity (**OWNERS' AUTHORISED ENTITY**) for transfer of Landowners' share of the Sale Proceeds by the Developer.

FORWARD REALTY LLP
PAN: AAEFF5807G
Address: 11A/1C East Topsia Road,
Police Station Pragati Maidan, Post Office Tangra,
Kolkata 700 046
Bank Account No. 127205500453
Bank & Branch: ICICI Bank, Topsia Branch
IFSC: ICIC0001272

8.7 The Developer shall be exclusively entitled to offer, negotiate and finalize the pricing, rate, terms, conditions etc. of sale and transfer of the units/ constructed spaces meant for joint sale and transfer at its sole discretion. The Landowners shall abide by the decisions made by the Developer in this regard and undertake not to raise any disputes or objections regarding the same.

8.8 The Developer shall be entitled to engage and/ appoint marketing agents and brokers for marketing the units/constructed spaces in the project. Other brokers may also be entitled to market the units/constructed spaces in the project for the brokerage/commission amount and as per the marketing format finalized by the Developer. Brokerage and/ or commission shall be paid and/ or reimbursed by the Landowners to the Developer as per the bills raised by the Developer. Bills for brokerage or commission shall be raised by the Developer on the Owners' Authorised Entity calculated @ (a) 47% of 2% of the total consideration/ value of the units sold or (b) actual commission payable to the marketing agents/broker against the unit sold, whichever is higher, together with applicable taxes.

8.9 The Landowners (directly or through the Owners' Authorised Entity) shall reimburse to the Developer their share in 47% of the costs and expenses towards marketing, branding, advertising and publicity of the project, incurred for payable by the Developer within 15 days of demand by the Developer. It is clarified that the Developer shall be entitled to take all decisions regarding the marketing, branding, advertising and publicity of the project and the Landowners shall abide by the decisions made by the Developer in this regard and undertake not to raise any disputes or objections regarding the same.

8.10 The Landowners have authorized Mr. Kishan Mirania Agarwal, Mr. Bishan Mirania Agarwal and Mr. Khagesh Mirania Agarwal as their authorized representatives (hereinafter referred to as the **AUTHORISED REPRESENTATIVES**) to jointly and severally (1) represent all the Owners including the Landowners herein and the Owners' Authorised Entity, (2) receive and confirm receipt of the share of the Sale Proceeds, (3) make payment of the amounts brokerage and commission, (4) make payment of the amounts towards marketing, branding, advertising and publicity of the project, (5) make payment of refunds to intending transferees together with interest/compensation (if any), and (6) sign and execute all documents, agreements, deeds, letters, money receipts etc. on behalf of the Landowners and the Owners' Authorised Entity. Any action by the Authorised Representatives shall be binding upon all the Owners including the Landowners herein and the Owners' Authorised Entity.

8.11 The Landowners' Authorised Representatives shall have right to inspect the project marketing accounts and the vouchers, papers and documents relating thereto maintained by the Developer and make copies there from.

8.12 The Owners' Authorised Entity and/ or the Authorised Representatives shall be responsible to allocate and distribute the respective share of the Sale Proceeds to the Owners including the Landowners herein according to their share and interest in the Entire Land or as may be agreed between them.

8.13 In case of any agreements to be entered into with the intending purchaser(s) for the sale and transfer of the units/ constructed spaces in the Remaining Blocks, are terminated, cancelled and/or rescind for any reasons, the consequence of such termination, cancellation and rescinding shall be binding upon the Landowners. In case of such termination, cancellation and rescinding, the Landowners and/ or the Owners' Authorised Entity shall refund the amounts received by them alongwith interest/ compensation (if any) to the intending transferees in the timeframe specified by the Developer. The Developer shall have the rights to waive any cancellation charges that may accrue or be due from the intending transferees as its sole discretion. the Landowners shall abide by the decisions made by the Developer in this regard and undertake not to raise any disputes or objections regarding the same.

8.14 In case any legal proceedings are initiated by any of the intending transferees pertaining to the disputes arising out of the agreements for the sale and transfer of the units/ constructed spaces in the Remaining Blocks, the Owners including Landowners and the Developer shall be jointly liable to face the consequences of such legal proceedings and bear all the costs and expenses thereof in proportion of 47:53 subject to the available remedies and/ or reliefs under the said Development Agreement.

8.15 In case of any default or breach of the terms and conditions of sale and transfer of the units/constructed spaces in the Remaining Blocks by any of the intending transferees, the consequences of such default or breach as decided by the Developer (in supercession of the provisions of the sale agreement entered into with the intending transferees) shall be binding upon the Owners including the Landowners herein. The Landowners and the Developer shall be jointly liable to bear the consequences of such default or breach and shall be entitled to the benefits of interest or other charges (if any and if realized) in proportion to their respective share in the Sale Proceeds. The

Additional District Sub-Registrar,
South Sonari, 24 Parganas

16 NOV 1998

Developer shall not be responsible for any default of any kind or delay in payments by the intending transferees. The Developer shall have the right to waive any interest that accrue or be due from the intending transferees as its sole discretion; the Landowners shall abide by the decisions made by the Developer in this regard and undertake not to raise any disputes or objections regarding the same.

8.16 The decision of the Architects regarding measurement of area constructed and all aspects of construction and development including the quality of materials shall be final and binding on the Owners and the Developer.

8.17 The Owners and the Developer herein shall be entitled to enter into and execute agreements, deeds and other necessary documents for sale and transfer of their respective allocations and present the same for registration before the concerned registering authorities and also receive and realize the proceeds thereof. The Owners and Developer shall join in such agreements, deeds and documents in their respective capacity, either themselves or through their delegated authority or Power of Attorney.

9. TAXES, LEVIES AND IMPOSITIONS:

9.1 The Developer shall be entitled to receive, realize and recover the full amount of all taxes, levies and impositions including cess and surcharge (if any) from the intending transferees pertaining to the entire amount of Sale Proceeds without any claim of the Landowners and the Developer shall be entitled to take full benefit of the same.

9.2 In case any other taxes, levies, impositions etc. including interest and penalty are imposed or assessed at any time upon the sale and transfer of the units/constructed spaces in the Remaining Blocks and/or the Sale Proceeds, the Owners and the Developer shall be liable to bear such taxes, levies, impositions etc. including interest and penalty in the proportion of 47:53. The Owners including the Landowners herein shall not be responsible for any delay by the Developer in depositing with the statutory authorities the GST that is actually collected from the intending transferees. However the Owners including the Landowners herein and the Developer shall be responsible to fund in the proportion of 47:53, the shortfall in GST actually collected vis-à-vis the GST due on accrual basis; such funding by the Owners and the Developer shall be refunded by the Developer in the same proportion upon collection of the GST due from the intending transferees.

9.3 The Developer shall be entitled to claim the benefit of the Tax Deducted at Source (TDS) as may be deducted by the intending transferees as per the prevailing law from the consideration amount for the sale and transfer of the units/constructed spaces in the Remaining Blocks. Upon completion of the project and after the Developer has been able to take actual cash benefit of the TDS pertaining to the units/constructed spaces in the Remaining Blocks, 47% of the same shall be shared by the Developer with the Owners including the Landowners (by way of transfer to the Owners' Authorized Entity).

Additional
Commissioner

10. POSSESSION:

Prior to the execution of this agreement, the Landowners have allowed the Developer the exclusive and irrevocable right to enter upon and hold the said Additional Land for the purpose of development in terms hereof.

11. TITLE DEEDS:

11.1 Simultaneously with the execution of this Agreement, the Landowners shall keep the original documents of title in respect of the said Additional Land (hereinafter referred to as the said Title Deeds details whereof shall appear from the Seventh Schedule hereunder written) in the bank locker already opened in the joint names of the authorized representatives of the Owners (Mr. Kishan Mirania Agarwal) and the Developer (Mr. Kumar Vardhan Patodia) subject to the rights of the parties herein to jointly inspect, take out and produce the same before the concerned authorities as may be required from to time. After completion of sale and transfer of entire Units/ Saleable Spaces in the proposed New Building in favour of the intending transferees and upon formation of the Association, the Original Title Deeds shall be taken out from the said bank locker and shall be delivered to such Association.

11.2 The Developer will be entitled to seek financing of the Project ("Project Finance") by a Bank/Financial Institution (Banker) at its own risk, cost and liability in respect of the Developer's Allocation. Such Project Finance can be secured on the strength of the security of the Developer's Allocation only. The Developer undertakes to utilize the entire Project Finance for the purpose of this project only. Notwithstanding the same, the Developer shall secure the project finance without creating any liability in respect of Owners' Allocation with the clear written understanding that the Banker shall have no right of recovery against the Owners' Allocation. In this regard, the Developer shall keep the Owners fully indemnified against all claims demand damages losses which may be suffered by the Owners in respect of such Project Finance.

12. FINANCIALS AND EXTRA CHARGES:

12.1 The Transferees of both the Owners' Allocation and the Developer's Allocation (including the Developer and Owners for any retained/unsold space) shall pay to or deposit with the Developer or its nominees the extras and deposits mentioned in the Third Schedule hereunder written for their respective Units. The Owners shall pay to and/or deposit with the Developer or statutory authority the GST/Service Tax and/or any other taxes and impositions levied by the any government authority or statutory body on the entitlement, transfer, acquisition and/or handing over of the Owners' Allocation by the Developer to the Owners and/or any service that may deemed to have been rendered by the Developer to the Owners.

13. DEALING WITH SPACES IN THE NEW BUILDINGS:

13.1 All the Units/Saleable Spaces pertaining to the Owners' Allocation and Developer's Allocation in the New Buildings shall be marketed by the (1) Developer, or (2) common marketing agency / agencies to be appointed by the Developer (collectively Marketing Format). The marketing, advertising and publicity shall be shared between the Owners and Developer in the proportion 47:53. In addition, the brokerage costs shall be paid by the Owners and Developer for sale/transfer of their respective

Additional District Sub-Registrar,
Sonarpur, South 24 Parganas

allocations (except for any area specifically reserved by the Owners or the Developers and sold directly by any of them).

13.2 In marketing the said Project, the names and logos of the Developer shall feature in all marketing materials and the Developer shall be entitled to market and advertise its brand name for the Project of development of the said Entire Land. The name of the project shall be decided by the Developer and the project will be marketed under the banners and brand names of Unimark Group and Mirania Group with their respective brand logos.

13.3 The Developer and/or the marketing agency/agencies as the case may be, shall determine the first price for sale and transfer of the Units/ Saleable spaces in the New Buildings to be constructed by the Developer upon the said Entire Land keeping in view the economics and market response of the project.

13.4 All the agreements, deeds and documents for sale and transfer of the Units/Saleable Spaces comprised in the Owners' Allocation as well as the Developer's Allocation in the Project shall contain common restrictions, stipulations, covenants, terms and conditions for use and enjoyment of the Units/ Saleable Spaces, as prepared by the Developer.

13.5 The Developer and Owners shall execute and present for registration before the appropriate registering authorities Deeds of Conveyance or other documents for sale and transfer of the Units/ Saleable Spaces for their respective allocations in favour of the intending transferees and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending transferees.

13.6 The Developer and Owners shall be entitled to sell and transfer their respective allocations or any portion thereof.

13.7 The Transferees of the Owners' Allocation and also the Developer's Allocation shall pay liable to pay the Common Expenses regularly, punctually and periodically.

14. MUNICIPAL TAXES AND OUTGOINGS:

14.1 All rents, rates, taxes, cess, land revenue/khajana, electricity dues, municipal taxes, water taxes and all other outgoings in respect of the said Additional Land (collectively Rates & Taxes) for the period upto to the date of this Agreement shall be borne, paid and discharged by the Landowners as and when due.

14.2 From the date of this Agreement, the Developer shall pay the Rates & Taxes in respect of the said Additional Land till such time the New Building(s) is/are completed, after which, the Transferees shall become liable and responsible for payment of the Rates & Taxes proportionately.

15. POST COMPLETION MAINTENANCE:

15.1 On completion of the New Buildings and the Developer applying for completion/occupancy certificate to the concerned statutory authority, the Developer shall give a notice to the Owners for taking over possession of the Owners' Allocation (Notice for Possession). On receipt of such notice, the Owners shall within 15 (fifteen) days thereafter take over possession of the Units/Saleable Spaces comprised in the Owners' Allocation subject to immediate refund of the entire Security Deposit

and payment/deposit of the extra charges/deposits mentioned in the Third Schedule to the Developer.

15.2 On and from the date of expiry of the Notice for Possession, the Owners shall be deemed to have taken over possession for the purpose of determination of liability and shall become liable and responsible for the payments of maintenance charges, rates and taxes, land revenue and other statutory taxes in the ratio of their respective allocations irrespective of the fact whether actual physical possession was taken or not.

15.3 The Parties and their respective nominees/transferees shall punctually and regularly pay the maintenance charges, Rates and taxes, land revenue, Municipal tax and other statutory obligations for their respective allocations to the concerned authorities/ Association and the parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other or others.

15.4 The Developer on its own or through an agency (Maintenance Agency) shall be responsible for the management, maintenance and administration of the New Buildings in the Project until the time the Association is caused to be formed for the aforesaid purpose. The parties herein and their respective transferees shall abide by all the rules and regulations to be framed for the management of the affairs of the New Buildings in the Project.

15.5 The Developer or the Maintenance Agency or the Association upon its formation shall manage and maintain the Common Areas, Facilities and Amenities of the New Buildings in the Project and shall collect the costs and service charge therefor (Maintenance Charges). It is clarified that the Maintenance Charges shall include premium for the insurance of the New Buildings, land tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments.

15.6 The Owners shall cooperate with the Developer fully and shall also sign all documents and papers necessary for the purpose of formation of the Association as per the relevant law. All the owners of Units/Saleable Spaces in the New Building(s) at the said Premises shall be required to become member of such Association and shall pay their respective share of maintenance charges at the rate as may be fixed by the Association.

16. COMMON RESTRICTIONS:

16.1 The Project shall be subject to the restrictions intended for common benefit of all occupiers of the New Buildings as are framed by the Developer.

16.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the New Buildings in the said Project shall permit the Developer, the Maintenance Agency and/or the Association upon its formation, with

Additional District Sub-Registrar,
East South 24 Parganas

or without workmen, at all reasonable time, to enter into their occupied units and spaces.

16.3 It is agreed between the parties that the Developer and/or the Association upon its formation shall frame a scheme for the management and administration of the New Buildings in the Project and all the occupiers of the building shall perpetually in succession, abide by all such rules and regulations framed.

17. INDEMNITY:

17.1 The Developer shall remain fully responsible and shall indemnify and keep the Landowners saved, harmless and indemnified of from and against any and all losses, actions, claims, damages or liabilities (whether criminal or civil) in relation to the construction of the New Buildings, handing over of the Project to the Association and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's contractors, employees in the quality and workmanship of construction work or violation of any permission, rules regulations or bye-laws or arising out of any accident, mishap or otherwise.

17.2 The Landowners shall remain fully responsible and shall indemnify and keep the Developer saved, harmless and indemnified of from and against any and all losses, actions, claims, damages or liabilities (whether criminal or civil) suffered by the Developer due to any defect in the title of the Landowners or any claim from any persons in respect of the said Additional Land or any of its representations and the warranties being incorrect or due to default or breach or non-observance of any of the obligations of the Landowners under this Agreement.

18. MISCELLANEOUS:

18.1 The agreement entered into by and between the parties herein is and shall be on principal to principal basis.

18.2 The Landowners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

18.3 Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

18.4 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.

18.5 It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings in the Project by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of Landowners. Further, various applications and other documents may be required to be signed or made by the Landowners relating to which specific provisions may not have been mentioned herein. The Landowners hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Landowners also undertake to sign and execute all additional applications and other documents.

18.6 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement. The stamp duty and registration charges towards the execution and registration of this Agreement shall be borne by the Developer.

18.7 The Landowners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Landowners indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Developer's Allocation. Similarly, the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owners' Allocation including the share of Landowners herein or any part thereof and the Landowners herein shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of their share in the Owners' Allocation.

18.8 The parties herein shall be entitled to their respective share in the Sale Proceeds from the sale and transfer of the units/constructed spaces in the Remaining Blocks on the express condition that the intending transferees of such units/constructed spaces shall continue to be bound by the terms and conditions as contained and recorded herein.

18.9 The Developer shall be entitled to receive, realize and recover the full amounts of the Extra Charges and Deposits from the intending transferees in terms of this Agreement for which the Owners including the Landowners herein or any of them shall have no claim in any manner whatsoever.

18.10 The Developer shall be entitled to deduct any taxes, levies, duties, cess, statutory payments etc. on the amounts of Sale Proceeds to be transferred to the Owners including the Landowners herein (or the Owners' Authorised Entity) as per applicable law. The Owners including the Landowners and the Developer have been advised that GST, other taxes and levies, and tax deducted at source is currently not applicable on the amounts of Sale Proceeds to be transferred to the Owners including the Landowners (or the Owners' Authorised Entity); however the Developer shall have the right to realize the same from the Owners including the Landowners, together with any interest or penalty, on retrospective basis in the event any such taxes or levies is levied or considered applicable in future.

18.11 If the Developer and/ or its marketing agents and brokers are unable to market and sell the units in the Remaining Blocks within a period of three years from the completion of the project, in that event the parties shall mutually fix a date for completion or closing the allocations of each of the parties in the Remaining Blocks under this agreement and the date so fixed by the parties shall mean the "Closing Date."

18.12 On the Closing Date, the parties shall mutually demarcate the unsold units/constructed spaces in the Remaining Blocks, based on the market value of the unsold units/constructed spaces on such date, in the ratio of 47% to the Owners' Authorised Entity i.e. Landowners Authorised Entity and 53% to the Developer. The Developer shall then handover to the Owners' Authorised Representatives i.e. Landowners Authorised Representatives such allocated units to be comprised in the

Additional Tehsildar-Sub-Registrar,
Gram Panchayat & Panchayat

Owners' Allocation, duly completed in all respects as per agreed specifications, upon completion of the obligations of the Owners including the Landowners herein.

18.13 Upon the demarcation of the unsold units/constructed spaces to comprise in the Owners' Allocation and the Developer's Allocation, the parties shall be entitled to deal with the allocated unsold units/constructed spaces comprised in their respective allocations in the manner they may deem fit and proper. The deposits and extra charges required to be made by the intending transferees pertaining to such allocated units shall be paid by the Owners including the Landowners or their intending transferees as the case may be.

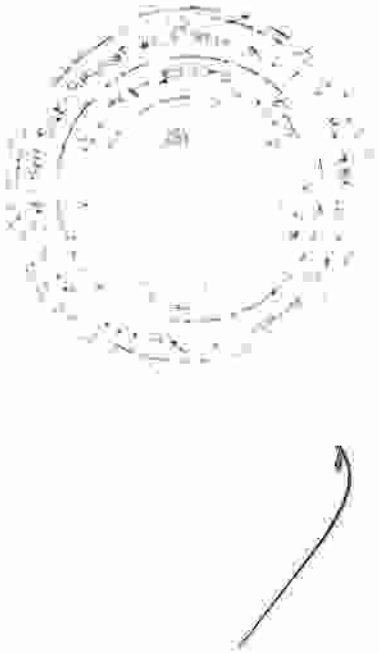
18.14 The Landowners, the Owners' Authorised Entity and the Authorised Representatives hereby indemnify and shall keep the Developer indemnified in respect of any inter se disagreement or disputes between the Owners.

18.15 The Developer shall be entitled to use the signage and display spaces in the exterior of the said New Building and/or in the common areas including the roofs, car parking spaces, open areas, boundary walls etc. to display, exhibit and promote the brands of the Developer.

18.16 It has been agreed by and between the parties that in future, if any additional lands that are adjacent and/or connected to or abutting the said Entire Land is purchased by the Landowners, such additional lands, if deemed technically viable, commercially feasible and practically workable by the Developer, shall be included in the scheme for development and shall form part of the project agreed to be undertaken by the Developer under the same terms and conditions as contained herein with any additional deposit (if any) as may be mutually agreed between the Landowners and the Developer. In case any property/land that is adjacent/connected to or abutting the lands, which were previously acquired or proposed to be acquired by the Government or any statutory authority, are released from acquisition and returned to the Landowners ("released lands"), then such released lands shall form part of the lands to be developed by the Developer, at the same terms and conditions as the said Additional Land with any additional deposit (if any) as may be mutually agreed between the Landowners and the Developer. The Landowners shall be responsible for obtaining the clearances relating to such additional land and/or released lands including the mutation and conversion as well as fulfilling the obligations contained in Clause 6 pertaining to such additional land and/or released lands.

18.17 It has been agreed between the parties that they shall observe and perform and comply with all the terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by the statutory authorities concerned from time to time for the project

18.18 The Landowners shall pay to and/or deposit with the Developer the applicable GST and/or any other tax and imposition levied by the State Government, Central Government or any other authority or body on the entitlement, transfer, acquisition and/or handing over of the share of the Landowners herein in the Owners' Allocation by the Developer to the Landowners and any service that may deemed to have been rendered by the Developer to the Landowners.



18.19 The Developer shall apply for and obtain necessary "No Objection Certificate" from the competent authority under the Urban Land (Ceiling & Regulations Act), 1976 for the purpose of development of the said Additional Land, if required at its own costs.

18.20 In the event of there being any defect in title and/or any claim from any persons in respect of the Additional Land, it shall be the obligation and responsibility of the Landowners herein to cure and/or remedy such defects in title and/or settle the claims of such persons, at its own cost and expenses, and have agreed to keep the Developer saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.

19. **FORCE MAJEURE:**

19.1 Force Majeure shall mean and include any event preventing either Party from performing any or all of its obligations under this agreement, 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, including, without limitation, flood, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions for reasons outside the control of either Party) or any relevant Government or Court orders.

19.2 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 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. 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 Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

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

20. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied.

21. **AMENDMENT/MODIFICATION:**

No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the parties hereto.

Additional Tehsildar & Ex-Officio
Sub-Registrar, 24 Parganas

16 NOV

22. **NOTICE:**

22.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by facsimile transmission or registered post with acknowledgement due or through speed post service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time). So far as the Landowners and Developer are concerned the notice should only be given to:

a) In case of the Landowners:
Mr. Kishan Mirania Agarwal
20/1M East Topsia Road
Kolkata -700046
E-mail: kishanmirania@gmail.com

b) In case of the Developer:
Mr. Kumar Vardhan Patodia
207, A.J.C. Bose Road,
Kolkata-700017.
E-mail: kumar@unimarkgroup.com

AND

Mr. Bishan Mirania Agarwal
20/1M East Topsia Road
Kolkata -700046
E-mail: bishan@mirania.com

22.2 Any such notice or other written communication shall be deemed to have been served:

a) If delivered personally, at the time of delivery.
b) If sent by prepaid recorded delivery or registered post or speed post, on the 4th day of handing over the same to the postal authorities.
c) If sent by electronic mail or facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the electronic mail or facsimile was sent.

22.3 In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by speed post, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a electronic mail or facsimile message, that an activity or other report from the sender's electronic mail or facsimile machine can be produced in respect of the notice or other written communication showing the recipient's electronic mail or facsimile number.

Additional

23. **SPECIFIC PERFORMANCE:**

In the event of there being breach by either party the other party will have the right to seek specific performance of this agreement and also claim any loss, damage costs and expenses caused due to such breach.

24. **COUNTERPARTS:**

This Agreement has been executed in two originals or counterparts, each in the like form and all of which shall constitute one and the same document.

25. **WAIVER:**

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving Party. Any delay, tolerance or indulgence shown by either party hereto in enforcing the terms and conditions of this Agreement or any forbearance or giving of time to the other party by such party in respect of any breach or non-compliance of any of the terms and conditions of this Agreement by other party shall not in any manner prejudice the rights herein mentioned of such party.

26. **SEVERABILITY:**

If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

27. **ARBITRATION:**

The parties hereto shall attempt to settle any disputes or differences in relation to or arising out of or touching any affair of this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the parties shall use its reasonable endeavors to consult or negotiate with the other party in good faith and in recognizing the parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both parties. If the parties hereto fail to settle the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes, if not solved/settled, shall be referred to, and finally resolved by, arbitration by an Arbitration Tribunal consisting of one arbitrator each to be appointed by either party and a third arbitrator to be appointed by the two appointed arbitrators in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made thereunder. The arbitration proceedings shall be conducted at Kolkata and in English.

Additional District Sub-Registrar,
Sadar, Jhargram

THE FIRST SCHEDULE ABOVE REFERRED TO:
(SAID ENTIRE LAND)

ALL THAT the piece and parcel of demarcated portion of land comprised in R.S. Dag Nos.79, 80, 81, 85 & 86 corresponding to L.R. Dag Nos.86, 87, 88, 92 & 93 containing an aggregate land area of about 166 cottahs 02 chittacks 33 square feet together with the structures lying thereupon in Mouza Garagacha, J.L. No.45, Touzi No.56, being Municipal Holding No.266, Garagachha, within the limits of Rajpur Sonarpur Municipality, Police Station Sonarpur, District South 24-Parganas, Pin Code – 700 084.

The said Entire Land is butted and bounded by as follows:

On the North:	Partly by RS Dag No. 81 and partly by RS Dag No. 80;
On the South:	Partly by RS Dag No. 82, partly by RS Dag No. 85, partly by RS Dag No. 87, partly by RS Dag No. 88 and partly by RS Dag No. 66;
On the East:	Partly by RS Dag No. 62 and partly by RS Dag No. 66;
On the West:	Partly by RS Dag No. 922, Mouza: Briji and partly by RS Dag No. 82, Mouza: Goragacha.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(SAID ADDITIONAL LAND)

ALL THAT the land area admeasuring about 1 cottah 5 chittacks 19 sq. ft. i.e. 2.21 decimals in L. R. Dag No. 88 corresponding to R. S. Dag No. 81 and the land area admeasuring about 5 cottah 9 chittacks i.e. 9.37 decimals in L. R. Dag No. 92 corresponding to R. S. Dag No. 85 comprised in Mouza Garagacha, J.L. No. 45, Touzi No.56, being Municipal Holding No.266, Garagachha, within the limits of Rajpur Sonarpur Municipality, Police Station Sonarpur, District South 24-Parganas Pin Code – 700 084.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(COMMON EXPENSES)

1. Repairing rebuilding repainting improving or other treatments as are necessary for keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof
2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner of all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the respective buildings of the complex and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tidy/ clean and pollution free condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repaired and clean and tidy condition and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing reinstating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the complex.
7. Insuring any risks of damages to the common facilities.

8. Cleaning as one necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the complex.
9. Cleaning as necessary of the areas forming parts of the complex.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the complex.
11. Maintaining and operating the lifts.
12. Providing and arranging for the daily emptying of receptacles/ garbage bins for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the various buildings of the complex or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
15. Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the complex excepting those which are the responsibility of the owner/occupier of any Unit/Units
18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as may from time to time be considered necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management of the staff employed by the Association and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Association it is reasonable to provide.
21. In such time to be fixed annually as shall be estimated by the Association (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association for the owners of the Units and shall only be applied in accordance with the decision of the Association.
23. The charges/fees of any professional Company/Agency appointed to carry out maintenance and supervision of the complex.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(DEPOSITS/EXTRA CHARGES/TAXES)

Additional Tehsil Registrar,
Gharu, Tehsil Hangrana

06 NOV 2018

- **Special Amenities/ Facilities:** charges and amounts towards provision of any special amenities/ facilities/ infrastructure in the common portions including Club Development, Club Membership charges etc.
- **Infrastructure Charges:** charges towards sanction or development of any infrastructure (internal or external) for the project or any Statutory Authority.
- **Common Expenses, Maintenance Charges & Deposits:** proportionate share of the common expenses, maintenance charges and deposits as may be levied by the Developer.
- Sinking Fund
- Documentation Charges towards preparation of agreements, deeds and all other documents
- **Transformer and allied installation:** Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments.
- Costs and amounts towards **Standby Generator** for the Unit
- Costs and charges towards Formation of Association
- **Rates & Taxes:** deposits towards Panchayat/Municipal rates and taxes, etc.
- Service Tax, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body.
- **Electricity Meter & Connection:** Costs, deposits and all other charges of the supply agency for providing electricity meter and electricity connection to the project.
- **Internal Layout Change:** any change made in the internal layout, design etc. of the Units/Saleable Spaces comprised in the Owners' Allocation and/or up-gradation of fixtures and fittings.
- Any other charges levied to other Transferees

THE FIFTH SCHEDULE ABOVE REFERRED TO:

PART – I

(DEVELOPER'S ALLOCATION)

53% (fifty three percent) of the total constructed area of the Project to comprise of various flats, units, apartments, and/or constructed spaces of the buildings to be constructed on the said Entire Land **TOGETHER WITH** the undivided proportionate impartible share in the said Entire Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities in the First Block of the Project **AND** 53% (fifty three per cent) of the sale proceeds of the units/constructed spaces comprised in the Remaining Blocks and allocable to the Developer in the said Project at the said Property.

PART – II

(OWNER'S ALLOCATION)

47% (forty seven percent) of the total constructed area of the Project to comprise of various flats, units, apartments, and/or constructed spaces of the buildings to be constructed on the said Entire Land **TOGETHER WITH** the undivided proportionate impartible share in the said Entire Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities in the First Block of the Project **AND** 47% (forty seven per cent) of the sale proceeds of the units/constructed spaces comprised in the Remaining Blocks and allocable to the Owners in the said Project at the said Property.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(SPECIFICATIONS)

FLOORING – Vitrified tiles in drawing, dining.
BEDROOMS – Ceramic / Vitrified tiles flooring in bedrooms.
TOILETS AND KITCHEN - Ceramic tiles flooring in toilets and kitchen.
GROUND FLOOR LOBBY – Marble/vitrified tiles flooring in ground floor main lobby.
STAIRCASE – Kota stone flooring (granite, tiles or marble may be provided upto first floor landing).
DOORS - Decorative main door, others wooden framed painted flush doors.
WINDOWS - Aluminium sliding windows with clear glass.
BATHROOM FITTINGS- Ceramic tiles upto door height. Sanitary wares and CP fittings of reputed make.
KITCHEN - Granite top counters with stainless steel sink. Ceramic tiles upto 2 feet above kitchen platform.
ELECTRICAL - Concealed copper wiring. Semi modular switches of reputed brands.
LIFT – Automatic Lift of Otis/Kone/Schindler/Hyundai/ThyssenKrupp or equivalent make.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:
(TITLE DEEDS)

1. Deed of Conveyance dated 25th June 2015 made between (1) Palan Pramanick, (2) Shyamal Pramanick and (3) Ananda Pramanick therein referred to as the Vendors of the One Part and B. M. Dealers Private Limited therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar - IV, Alipore and recorded in Book No.I, Volume No.1604-2015, Pages 23224 to 23253, Being No. 160404908 for the year 2015.

2. Deed of Conveyance dated 3rd September 2015 made between (1) Sailen Pramanick @ Sailen Das and (2) Kalyani Pramanick @ Anjali Biswas therein referred to as the Vendors of the One Part and Glowing Fern Highrise LLP therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar - IV, Alipore and recorded in Book No.I, Volume No.1604-2015, Pages 68058 to 68078, Being No. 160406614 for the year 2015.

3. Deed of Conveyance dated 6th October 2015 made between (1)Panna Pramanik and (2) Tanushree Mondal therein referred to as the Vendors of the One Part and Glowing Fern Highrise LLP therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar - IV, Alipore and recorded in Book No. I, Volume No.1604-2015, Pages 83129 to 83135, Being No. 160407201 for the year 2015.

4. Deed of Conveyance dated 4th January 2016 made between Smt. Tagar Bala Pramanik therein referred to as the Vendors of the One Part and Glowing Fern Highrise LLP therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar - IV, Alipore and recorded in Book No. I, Volume No.1604-2015, Pages 2124 to 2145, Being No. 160400008 for the year 2016.

Seal of the Addl. District Sub-Registrar

Additional District Sub-Registrar
(South) 24 Parganas

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

SIGNED, SEALED AND DELIVERED by the said LANDOWNERS at Kolkata in the presence of:

B. M DEALERS PVT. LTD.

Director

GLOWING FERN HIGHRISE LLP

PARTNER

SIGNED, SEALED AND DELIVERED by the said DEVELOPER at Kolkata in the presence of:

UNIMARKMIRANIA PROJECTS LLP

Designated Partner/Authorised Signatory

Drawn by:-
S. Mitra, Advocate
High Court, Calcutta
WB/340/06.

16 NOV 201

आयकर विभाग भारत सरकार

INCOME TAX DEPARTMENT GOVT. OF INDIA

UNIMARKMIRANIA PROJECTS LLP

26/08/2013

Permanent Account Number

AADFU8350Q

For registration

भारत सरकार
GOVERNMENT OF INDIA

गोपाल झुंझुंवाला
Gopal Jhunjhunwala
जन्म तिथि/ DOB: 31/08/1975
पुरुष / MALE

2593 3790 6593

आम आदमी का अधिकार

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:
आत्मज: श्याम सुंदर झुंझुंवला,
इन्द्रप्रस्ता, वी आई पी रोड, कैखली,
कोलकाता एयरपोर्ट, कोलकाता,
वेस्ट बंगाल - 700052

Address:
S/O: Shyam Sunder
Jhunjhunwala, Indraprastha, V I
P Road, Kaikhali, Kolkata
Airport, Kolkata,
West Bengal - 700052

1947
1800 300 1947
help@uidai.gov.in
www.uidai.gov.in
P.O. Box No. 1947,
Bengaluru-560 001

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

B M DEALERS PRIVATE LIMITED

09/04/2002

Permanent Account Number

AACCB2624A

B. M DEALERS PVT. LTD.

Director


आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
GLOWING FERN HIGHRISE LLP
26/03/2014
AAMFG9939J

GLOWING FERN HIGHRISE LLP

PARTNER

ভারত সরকার
Government of India

কিশন এম. আগরওয়াল
Kishan M Agarwal
পিতা : রাম বিলাস আগরওয়াল
Father : Ram Bilas Agarwal
জন্মতারিখ / DOB : 08/09/1960
পুরুষ / Male

4108 0032 0762

আধার – সাধারণ মানুষের অধিকার

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
Unique Identification Authority of India

আধার

ঠিকানা:
36/1বি, লালা লাজপত রায় সরণী, এল.আর.সারণী, এল.আর.সারণী, কোলকাতা, পশ্চিমবঙ্গ, 700020

Address:
36/1B, LALA LAJPAT RAI SARANI, L.R.Sarani, L.r.sarani, Kolkata, West Bengal, 700020

4108 0032 0762

1947
1800 300 1947

help@uidai.gov.in

www
www.uidai.gov.in

for the purpose of registration

[redacted]

কুমার বর্ধন পাতোদিয়া

Kumar Vardhan Patodia

জন্মতারিখ/ DOB: 14/02/1984

পুরুষ / MALE

3808 6477 5966

আধার: সাধারণ মানুষের অধিকার

[redacted] বর্তমান প্রাধিকরণ

[redacted] OF INDIA

আধার

ঠিকানা:

5F/2, নিউ রোড, আলিপুর,
কোলকাতা,
পশ্চিমবঙ্গ - 700027

Address:

5F/2, NEW ROAD,
Alipore H.O, Kolkata,
West Bengal - 700027

for the purpose of registration

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

Major Information of the Deed

Deed No :	I-1629-05126/2018	Date of Registration	19/11/2018
Query No / Year	1629-0001691008/2018	Office where deed is registered	
Query Date	05/11/2018 11:59:16 AM	A.D.S.R. GARIA, District: South 24-Parganas	
Applicant Name, Address & Other Details	Gopal Jhunjhunwala 207 A.J.C BOSE ROAD, Thana : Beniapukur, District : South 24-Parganas, WEST BENGAL, PIN - 700017, Mobile No. : 9836309955, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement			
Set Forth value		Market Value	
Rs. 3/-		Rs. 1,05,27,274/-	
Stamp duty Paid(SD)		Registration Fee Paid	
Rs. 20,100/- (Article:48(g))		Rs. 7/- (Article:E)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Garia Station Road, Mouza: Garagachha, Holding No:266

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-88		Bastu	Bastu	2.21 Dec	1/-	20,09,091/-	Property is on Road
L2	LR-92	LR-557	Bastu	Shali	4 Dec	1/-	36,36,364/-	Property is on Road
L3	LR-92	LR-557	Bastu	Shali	5.37 Dec	1/-	48,81,819/-	Property is on Road
		TOTAL :			11.58Dec	3 /-	105,27,274 /-	
	Grand Total :				11.58Dec	3 /-	105,27,274 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**B M DEALERS PRIVATE LIMITED** 20/1M, EAST TOPSIA ROAD, P.O:- TANGRA, P.S:- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN - 700046 , PAN No.:: AACCB2624A, Status :Organization, Executed by: Representative, Executed by: Representative
2	**GLOWING FERN HIGHRISE LLP** MARSHAL HOUSE, Flat No: SUITE NO.807, 33/1, Netaji Subhas Road, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 , PAN No.:: AAMFG9939J, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	UNIMARKMIRANIA PROJECTS LLP 207, A. J. C. Bose Road, P.O:- Circus Avenue, P.S:- Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN - 700017 , PAN No.:: AADFU8380Q, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr KISHAN MIRANIA AGARWAL (Presentant) Son of Mr RAM BILAS AGARWAL 36/1B, Elgin Road(Lala Lajpat Rai Sarani), P.O:- LLR SARANI, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADBPA8961E Status : Representative, Representative of : B M DEALERS PRIVATE LIMITED (as DIRECTOR), GLOWING FERN HIGHRISE LLP (as DESIGNATED PARTNER), UNIMARKMIRANIA PROJECTS LLP (as partner)
2	Mr KUMAR VARDHAN PATODIA Son of Mr Harsh Vardha Patodia 5F/2, New Road(lalbehari Saha Sarani), P.O:- ALIPORE, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AIAPP6108J Status : Representative, Representative of : UNIMARKMIRANIA PROJECTS LLP (as DISIGNATED PARTNER)

Identifier Details :

Name & address	
Mr Gopal Jhunjhunwala Son of Late S S Jhunjhunwala P.O:- Kaikhali, P.S:- Airport, District:-North 24-Parganas, West Bengal, India, PIN - 700052, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , Identifier Of Mr KISHAN MIRANIA AGARWAL, Mr KUMAR VARDHAN PATODIA	

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	B M DEALERS PRIVATE LIMITED	UNIMARKMIRANIA PROJECTS LLP-2.21 Dec

Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	B M DEALERS PRIVATE LIMITED	UNIMARKMIRANIA PROJECTS LLP-4 Dec

Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	GLOWING FERN HIGHRISE LLP	UNIMARKMIRANIA PROJECTS LLP-5.37 Dec

Endorsement For Deed Number : I - 162905126 / 2018

On 05-11-2018

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. 1,05,27,274/-

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

On 16-11-2018

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

Presented for registration at 18:28 hrs on 16-11-2018, at the Private residence by Mr KISHAN MIRANIA AGARWAL

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

Execution is admitted on 16-11-2018 by Mr KISHAN MIRANIA AGARWAL, DESIGNATED PARTNER, GLOWING FERN HIGHRISE LLP (LLP), MARSHAL HOUSE, Flat No: SUITE NO.807, 33/1, Netaji Subhas Road, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001; DIRECTOR, B M DEALERS PRIVATE LIMITED (Private Limited Company), 20/1M, EAST TOPSIA ROAD, P.O:- TANGRA, P.S:- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN - 700046; partner, UNIMARKMIRANIA PROJECTS LLP (LLP), 207, A. J. C. Bose Road, P.O:- Circus Avenue, P.S:- Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN - 700017

Indetified by Mr Gopal Jhunjhunwala, , , Son of Late S S Jhunjhunwala, P.O: Kaikhali, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700052, by caste Hindu, by profession Service

Execution is admitted on 16-11-2018 by Mr KUMAR VARDHAN PATODIA, DISIGNATED PARTNER, UNIMARKMIRANIA PROJECTS LLP (LLP), 207, A. J. C. Bose Road, P.O:- Circus Avenue, P.S:- Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN - 700017

Indetified by Mr Gopal Jhunjhunwala, , , Son of Late S S Jhunjhunwala, P.O: Kaikhali, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700052, by caste Hindu, by profession Service

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

On 19-11-2018

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7/- (E = Rs 7/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 7/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/11/2018 11:52AM with Govt. Ref. No: 192018190305855921 on 15-11-2018, Amount Rs: 7/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 1577877474 on 15-11-2018, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,000/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 20,000/-

Description of Stamp

1 Stamp: Type: Impressed, Serial no 29004, Amount: Rs.100/-, Date of Purchase: 08/11/2018, Vendor name: Mousumi Ghosh

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/11/2018 11:52AM with Govt. Ref. No: 192018190305855921 on 15-11-2018, Amount Rs: 20,000/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 1577877474 on 15-11-2018, Head of Account 0030-02-103-003-02

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1629-2018, Page from 161379 to 161423

being No 162905126 for the year 2018.

Seal of the Additional District Sub-Registrar, Garia, District-South 24 Parganas

Digitally signed by DEBASISH DHAR
Date: 2018.11.30 13:55:36 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 30-Nov-18 1:55:19 PM

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. GARIA

West Bengal.

(This document is digitally signed.)