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Notwithstanding to whom the instrument is assigned
 to the assignee, the assignor is deemed
 and the instrument shall be treated as if
 with this document are the part of
 this document.

Addl. Dist. Sub-Registrar
 Domjur, Howrah

20 OCT 2016

DEVELOPMENT AGREEMENT

1. Date: 5th October 2016
2. Place: Kolkata
3. Parties

20-10-16

- 3.1 **Snowdrop Enterprises Private Limited**, a company incorporated under the Companies Act, 1956, (CIN : U51909WB2011PTC169468) having its registered office at P-12, New Howrah Bridge Approach Road, Kolkata-700001, Post Office - G.P.O., Police Station - Burrabazar [PAN AAQCS6068K], represented by its director, **Ranjan Dey**, son of Kartick Chandra Dey, of 85, Bipin Ganguly Road, Post Office & Police Station - Dum Dum, Kolkata - 700 030,
- 3.2 **Prabhu Dayal Gupta**, [PAN ADOPG5449E], son of Boduram Gupta, residing at Block - GA6, Phase - II, Ganges Garden, 106, K.C. Singha Road, Post Office & Police Station - Shibpur, Howrah - 711102,
- 3.3 **Marigold Enclave Private Limited**, a company incorporated under the Companies Act, 1956, (CIN : U70109WB2011PTC169423) having its registered office at 545/1, G. T. Road (South), Room No. 31, Post Office & Police Station - Howrah, Howrah - 711 101, [PAN AAHCM5414A], represented by its director, **Mukesh Kumar Bhattar**, son of Hari Kishan Bhattar, of 59, Sanatan Mishtry Lane, Post Office & Police Station - Golabari, Howrah - 711 106,
- 3.4 **Sturdy Realtors Private Limited**, a company incorporated under the Companies Act, 1956, (CIN : U70102WB2013PTC199204) having its registered office at 106, K. C. Singha Road, Police Station - Shibpur, Post Office - Shibpur, Howrah - 711102, [PAN : AAUCS 0245 G], represented by its director, **Prabha Dayal Gupta**, son of Babu ram Gupta, of 106, K. C. Singha Road, Ganges Garden, Block - GA6, Police Station and Post Office - Shibpur, Howrah - 711 102,
- 3.5 **Charismatic Homes Private Limited** a company incorporated under the Companies Act, 1956, (CIN : U70102WB2013PTC196800) having its registered office at 106, K. C. Singha Road, Ganges Garden, Phase - II, Block - GA 6 Post Office & Police Station - Shibpur, Howrah - 711102, [PAN : AAFCC 3750 R], represented by its director, **Anita Agarwal** - daughter of Shankarlal Agarwal, of 106, K. C. Singha Road, Ganges Garden, Phase - II, Block - GA 6 Post Office & Police Station - Shibpur, Howrah - 711 102,
- 3.6 **Kesarinandan Nirman Private Limited** a company incorporated under the Companies Act, 1956, (CIN : U70102WB2013PTC192946) having its registered office at 27, Brabourne Road, Narayani Building, Room No. 301, Post Office - G.P.O., Police Station - Hare Street, Kolkata - 700 001, [PAN : AAFCK 1424 J], represented by its director, **Jyoti Agarwal**, wife of Sri Ratan Lal Agarwal, of 106, K. C. Singha Road, Ganges Garden, Phase - II, Block - GA 6 Post Office & Police Station - Shibpur, Howrah - 711 102,
- 3.7 **Cosmos Mansions Private Limited** a company incorporated under the Companies Act, 1956, (CIN : U70109WB2012PTC172543) having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Post Office - G.P.O., Police Station - Burrabazar, Kolkata - 700 001, [PAN : AAEC 6924 A], represented by its director, **Renuka Agarwal**, wife of Sri Saroj

Kumar Agarwal, of P-12, New Howrah Bridge Approach Road, Post Office - G.P.O., Police Station - Burrabazar, Kolkata - 700 001,

- 3.8 **Faithful Builders Private Limited** a company incorporated under the Companies Act, 1956. (CIN : U70102WB2013PTC199024) having its registered office at 252A, Picnic Garden Road, 2nd Floor, Flat No. 204, Post Office & Police Station - Kasba, Kolkata - 700 039, [PAN : AACCF 3153 G], represented by its director, **Siddhartha Bhalotia**, son of Ram Gopal Bhalotia, of 32A, Bidon Row, Post Office - Bedon Street, Police Station - Burtalla, Kolkata - 700 006,
- 3.9 **Khatunaresh Builders Private Limited** a company incorporated under the Companies Act, 1956. (CIN : U70109WB2012PTC181795) having its registered office at 106, K. C. Singha Road, Ganges Garden, Phase - II, Block - GA 6 Police Station & Post Office - Shibpur, Howrah - 711102, [PAN : AAECK 7699 A], represented by its director, **Prabhu Dayal Gupta**, son of Babu ram Gupta, of 106, K. C. Singha Road, Ganges Garden, Block - GA6, Police Station and Post Office - Shibpur, Howrah - 711 102,
- 3.10 **Mahaabala Villa Private Limited** a company incorporated under Companies Act, 1956, (CIN : U70109WB2012PTC182806) having its registered office at 106, K.C. Singha Road, Block - GA 6, Phase - II, Ganges Garden, Howrah - 711 102, Police Station & Post Office - Shibpur [PAN : AAICM0020B], represented by its Director, **Rajeshwari Agarwal**, wife of Pawan Kumar Agarwal, of 106, K.C. Singha Road, Block - GA 6, Phase - II, Ganges Garden, Police Station and Post Office - Shibpur, Howrah - 711 102,
- 3.11 **Jayditya Enclave Private Limited** a company incorporated under Companies Act, 1956, (CIN : U70100WB2012PTC171580) having its registered office at 27, Brabourne Road, Narayani Building, 1st floor, Room no. 102, Post Office - G.P.O., Police Station - Hare Street, Kolkata - 700 001 [PAN : AACCF 7553 N] represented by its Director **Jyoti Agarwal** wife of Ratan Agarwal of 106, K.C. Singha Road, Ganges Garden, Block - GA 6, Phase - II, Post Office & Police Station - Shibpur, Howrah - 711102,
- 3.12 **Jayditya Tie-up Private Limited**, a company incorporated under the Companies Act, 1956. (CIN : U51909WB2012PTC171805) having its registered office at 27, Brabourne Road, Narayani Building, Room No.301, 3rd Floor, Post Office - G.P.O., Police Station - Hare Street Kolkata-700001, [PAN AACCF7596B], represented by its director, **Ratan Agarwal**, son of Shankar Lal Agarwal, of 106, K.C. Singha Road, Ganges Garden, Block - GA 6, Phase - II, Post Office & Police Station - Shibpur, Howrah - 711 102,
- 3.13 **Devpujan Mercantile Private Limited** a company incorporated under the Companies Act, 1956, (CIN : U51909WB2012PTC185543) having its registered office at 14, Netaji Subhas Bose Road, Post Office - G.P.O., Police Station - Hare Street, Kolkata - 700 001, [PAN : AAECD 3798 H], represented by its director, **Ashok Kumar Jajodia**, son of Srikishan Jajodia,

of 106, Narkel Danga Main Road, Post Office & Police Station - Narkeldanga, Kolkata - 700 054.

- 3.14 **Helenium Properties Private Limited** a company incorporated under the Companies Act, 1956, (CIN : U45400WB2012PTC181925) having its registered office at 27, Brabourne Road, Post Office - G.P.O., Police Station - Hare Street, Kolkata - 700 001, [PAN : AACCH9307C], represented by its director, **Sachin Agarwala**, son of Nirmal Kumar Agarwala, of 6A, Iron Side Road, Block - B, 4th Floor, Post Office - Bullygunj, Police Station Karaya, Kolkata - 700 019,
- 3.15 **Nightbird Heights Private Limited** a company incorporated under the Companies Act, 1956, (CIN : U45400WB2012PTC179933) having its registered office at 545/1, G. T. Road (South) Room No. 31, Post Office & Police Station - Howrah, Howrah - 711 101, [PAN : AADCN 9791 M] represented by its director **Naresh Kumar Ladha** son of Radha Shyam Ladha of 1/A, Kundan Bye Lane, Bally, Post Office & Police Station - Liluah, Howrah - 711 204,
- 3.16 **Allium Mercantile Private Limited** a company incorporated under the Companies Act, 1956, (CIN : U74999WB2012PTC175414) having its registered office at P-12, New Howrah Bridge Approach Road, Post Office - G.P.O., Police Station - Burrabazar, Kolkata - 700 001, [PAN : AAKCA 3681 J], represented by its Authorized Representative, **Kamal Maity**, son of Radhashyam Maity, of Podra Paschim (Sarkar Para) Post Office - Podra, Police Station - Sankrail, Howrah - 711 109,
- 3.17 **Mangalmukhi Properties Private Limited** a company incorporated under the Companies Act, 1956, (CIN : U70102WB2013PTC194700) having its registered office at 27, Barabourne Road, Narayani Building, Room No. 302, Post Office - G.P.O., Police Station - Burrabazar, Kolkata - 700 001, [PAN : AAICM 6480 F], represented by its Director, **Pratik Gupta**, son of Sri Parbhu Dayal Gupta, of 106, K.C. Singha Road, Ganges Garden, Block - GA 6, Phase - II, Post Office & Police Station - Shibpur, Howrah - 711 102,
- 3.18 **Mangaldhara Estates Private Limited** a company incorporated under the Companies Act, 1956, (CIN : U70102WB2013PTC194695) having its registered office at 27, Barabourne Road, Narayani Building, Room No. 301, P.O. - G.P.O., P.S. - Burrabazar, Kolkata - 700 001, [PAN : AAICM6479Q], represented by its Director, **Pratik Gupta**, son of Sri Parbhu Dayal Gupta, of 106, K.C. Singha Road, Ganges Garden, Block - GA 6, Phase - II, Post Office & Police Station - Shibpur, Howrah - 711 102,
- 3.19 **Eyebright Heights Private Limited** a company incorporated under the Companies Act, 1956, (CIN : U70102WB2013PTC198734) having its registered office at 27, Biplabi TrailakyaMaharaj Sarani, Post Office - G.P.O., Police Station - Burrabazar, Kolkata - 700 001 [PAN : AADCE 5629 B] represented by its Director **Kamal Maity** son of Radhashyam Maity, of Podra Paschim (Sarkar Para) Post Office - Podra, Police Station - Sankrail, Howrah - 711 109,

(collectively Owners, includes successors-in-interest and/or assigns)

And

- 3.20 Riya Manbhari Projects LLP, a Limited Liability Partnership Firm, incorporated under the Limited Liability Partnership Act, 2008, (LLPIN : AAA7222) having its registered office at Room No.101, 1st Floor, 27, Brabourne Road, Kolkata-700001, Police Station - Hare Street [PAN AANFR9619R], represented by its designated partners, (1) Saroj Kumar Agarwal, son of Manraj Agarwala and (2) Pawan Kumar Agarwal, son of Boduram Gupta, both of Room No.101, 1st Floor, 27, Brabourne Road, Kolkata-700001, Police Station - Hare Street

(Developer, includes successors-in-interest and/or assigns)

Owners and Developer individually Party and collectively Parties.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. Background

- 4.1 **Ownership of Said Property** : The Owners are the joint owners and possessors of land measuring 111.33 (One Hundred Eleven point Thirty Three) decimal, more or less out of which (1) land measuring 9.33 decimal, more or less, contained in R.S. Dag Nos. 5852/7511 and 5846, corresponding L.R. Dag Nos. 7377 and 7347 recorded in L.R. Khatian Nos. 1978, 5703, 3788 & 3810, Mouza Domjur, J.L. No. 33, Police Station Domjur, within the jurisdiction of Domjur Gram Panchayet, Additional District Sub-Registrar, Domjur, District Sub-Registrar and District Howrah, (2) land measuring 62 decimal, more or less, contained in R.S. Dag Nos. 22, 23, 29 and 30, corresponding L.R. Dag Nos. 22, 23, 29 and 30, recorded in L.R. Khatian Nos. 1576, 1577, 1580, 1584, 1600, 1618, 1640, 1757, and 1802 Mouza Purbannapara, J.L. No. 31, Police Station Domjur, within the jurisdiction of Makardaha No. I Gram Panchayet, Additional District Sub-Registrar, Domjur, District Sub-Registrar and District Howrah and (3) land measuring 40 decimal, more or less, contained in R.S. Dag Nos. 1657, 1658, 1659, 1660, 1661 and 1662 corresponding L.R. Dag Nos. 1769, 1770, 1771, 1772, 1773 and 1774, recorded in L.R. Khatian Nos. 3597, 3598, 3599, 4231, 4233, 4389 and 4390 Mouza Makardaha, J.L. No. 34, Police Station Domjur, within the jurisdiction of Makardaha No. I Gram Panchayet, Additional District Sub-Registrar, Domjur, District Sub-Registrar and District Howrah aggregating total are 111.33 Decimal, more fully and collectively described in the Schedule below and delineated and demarcated on the Plan annexed hereto and bordered in Red colour thereon (collectively Said Property). The Plan attached to this Agreement forms a part of this Agreement.

- 4.2 **User Rights on Said Road** : A portion of the Said Property is reserved for an arterial road (Said Road) for access to the Said Property as well as all side adjacent/contiguous properties which is included in aforesaid plots of land or which may be added in future (collectively **Other Properties**) belonging to third parties (collectively **Other Property Owners**). The Said Road, although part of the Said Property, shall always be and be deemed to be outside the scope of transfer envisaged under this Agreement and the Developer and its transferees shall only be entitled to conditional right only of user and enjoyment on the Said Road in common with the Other Property Owners of the Other Properties (**User Rights**). Consequently, the expression Said Property wherever used in this Agreement shall be construed accordingly.
- 4.3 **Owners' Representations** : The Owners have represented and warranted to the Developer that (1) the right, title and interest of the Owners in the Said Property is free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and *lispendens* (2) the Owners shall ensure that the Owners' title to the Said Property continues to remain marketable and free from all encumbrances till completion of development of the Said Property (3) the Owners have not entered into any agreement for sale or lease or transfer or development of the Said Property with any person or persons or firm or Company or any body (4) the Said Property is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise (5) the Owners have good right, full power, absolute authority and indefeasible title to enter into this Agreement and (6) the Owners have neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.
- 4.4 **Developer's Representations** : The Developer has represented and warranted to the Owners that (1) the Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field (2) the Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Property and (3) the Developer has full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.
- 4.5 **Grant of Development Right** : Based on the mutual representations made by the Parties to each other as aforesaid, the Owners have agreed to grant to the Developer development rights of the Said Property, by virtue of which the Developer shall be entitled to construct and commercially exploit new buildings (collectively **New Buildings**) on the Said Property (**Project**) on the basis of the sanctioned building plans to be obtained by the Developer (**Sanctioned Plans**, which includes all sanctioned/permissible modifications to be made thereto by the Developer, if any, from time to time) from the Domjur Gram Panchayet and *Makandaha No. 1 Gram Panchayet* and also other concerned authorities (collectively **Planning Authorities**) and prepared by the Architect of the Developer.
- 4.6 **Recording of Terms**: The Parties are now executing this Agreement to place on record the terms and conditions that have been agreed between themselves with regard to the Project.

5. **Appointment and Commencement**

5.1 **Appointment:** The Owners hereby appoint the Developer as the developer of the Said Property with right to execute the Project. The Developer hereby accepts the said appointment by the Owners.

5.2 **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the execution of this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

6. **Sanction and Construction**

6.1 **Sanction of Building Plan:** The Developer (as the agent of the Owners but at its own costs and responsibility) shall, at the earliest, obtain from the Planning Authorities, sanction, modification and/or extension and/or addition of the building plans to ensure that full potential of FAR of the Said Property shall be utilized for construction of the New Buildings. It is clarified that, the Developer shall be responsible for obtaining all other approvals needed for the Project (including final sanction of the Sanctioned Plans and Completion Certificate) and all costs and fees for sanctions and clearances shall be borne and paid by the Developer.

6.2 **Architect and Consultants:** The Owners confirm that the Owners have authorized the Developer to appoint the Architects and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the Owners shall have no liability or responsibility.

6.3 **Construction of New Buildings:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owners, construct, erect and complete the New Buildings in accordance with the Sanctioned Plans.

6.4 **Common Portions:** The Developer shall at its own costs install and erect in the New Buildings the common areas, amenities and facilities such as stairways, lifts, generators, passages, common lavatory, electric meter room, pump room, reservoir, over-head water tank, water pump and motor, water connection, drainage connection, sewerage connection and other facilities required for establishment, enjoyment and management of the New Buildings (collectively **Common Portions**) and other specified facilities.

6.5 **Building Materials:** The Developer shall be authorized in the name of the Owners to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Buildings but under no circumstances the Owners shall be responsible for the price/value, storage and quality of the building materials.

6.6 **Temporary Connections:** The Developer shall be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage.

6.7 **Co-operation by Owners:** The Owners shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties. The Owners shall provide all cooperation that may be necessary for successful completion of the Project.

7. **Possession**

7.1 **Possession of Said Property:** The Owners shall deliver vacant and peaceful possession of the Said Property to the Developer simultaneously with the sanction of the building plan for carrying out the Project as and when the Developer obtains the plan sanctioned by the sanctioning authority. However the Owners shall allow Developer to survey the land for preparation of Building plan/s and for soil testing as and when so required by the Developer.

8. **Powers and Authorities**

8.1 **Power of Attorney With Regard to Sanctioned Plans and for Construction and Sale of Units:** The Owners shall grant to the Developer and/or its nominees a Power of Attorney for (1) the purpose of getting the Sanctioned Plans revalidated/modified/altere/extended by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Buildings and (2) construction of the New Buildings and booking and sale of the flats and saleable spaces (collectively **Units**) in the New Buildings to prospective purchasers (collectively **Intending Purchasers**).

8.2 **Further Acts:** Notwithstanding grant of the aforesaid Power of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plan etc. for enabling the Developer to perform all obligations under this Agreement.

9. **Consideration**

In consideration of the development of the Project at the Said Property by the Developer at its own costs and expenses it is agreed by and between the Owners and the Developer that the entire sale proceeds of the said Project shall be apportioned in the manner as stated hereunder:-

9.1 **Owners' Consideration**

11% (Eleven) of the total sale proceeds of the constructed areas of the Project shall be provided to the Owners by the Developer (**Owners' Consideration**) which shall be paid after meeting construction cost and selling & advertisement expenses of the Project nevertheless it is agreed that all payments towards the Owners' Consideration shall be made as per mutual

consent of the Owners and the Developer. In case of any unsold Units remained within the Project then such unsold Units shall be distributed among the Owners and the Developer and in such case the Owners shall be entitled to 11% (eleven percent) of such unsold Units or Developer may pay agreed amount as shall be mutually settled between Owners and Developer for 11% share of unsold units.

9.2 Developer's Consideration

89% (Eleven) of the total sale proceed of the constructed areas of the Project shall be retained by the Developer without any claim or demand from the Owners (**Developer's Consideration**). In case of any unsold Units remained within the Project then such unsold Units shall be distributed among the Owners and the Developer and in such case the Developer shall be entitled to 89% (eighty nine percent) of such unsold Units.

10. Obligations of Developer

10.1 **Compliance with Laws:** The development of the Said Property shall commence and the Said Property shall be developed as per the Sanctioned Plans, schemes, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owners having no responsibility in respect thereof in any manner whatsoever. The execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance. The Developer shall alone be responsible and liable to all authorities concerned and to the Intending Purchasers for any loss or for any claim arising from such construction and shall indemnify the Owners against any claims, loss or damages for any default or failure or breach on the part of the Developer.

10.2 **Planning, Designing and Development :** The Developer shall be responsible for planning, designing and development of the New Buildings with the help of the Architects, professional bodies, contractors, etc.

10.3 **Construction Period :** The Developer at its own cost shall construct, erect and complete the new buildings at the said property in accordance with the building plan or plans in a good workmanship manner with standard quality of materials within 48 months (with grace period of another 6 months) from the date of sanction of building plan/s subject to force majeure.

11. Obligations of Owners

11.1 **Co-operation with Developer :** The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.

- 11.2 **Act in Good Faith** : The Owners undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 11.3 **Documentation and Information** : The Owners undertake to provide the Developer with any and all documentation and information relating to the Said Property as may be required by the Developer from time to time.
- 11.4 **No Obstruction in Dealing with Developer's Functions** : The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 11.5 **No Obstruction in Construction** : The Owners hereby covenant not to cause any interference or hindrance in the construction of the New Buildings.
- 11.6 **No Dealing with Said Property** : The Owners hereby covenant not to sell, let out, grant lease, mortgage and/or charge the Said Property or any portions thereof.
- 11.7 **Execution of Sale Agreements, Conveyances etc.** : The Owners hereby covenant that the Owners at the request of the Developer shall join to execute and register Sale Agreements, Conveyances and any other documents required with regard to transfer of Units in the Project in favour of the Intending Purchasers as Owners of land.
- 11.8 **No Objection to Developer and/or to Intending Purchasers in Obtaining Loan by Mortgaging Said Property/Units** : The Owners hereby covenant that (1) the Developer shall be entitled to obtain construction loan from any financial institution by mortgaging the Said Property and/or any part thereof and (2) the Intending Purchasers shall also be entitled to obtain loan from any financial institution by mortgaging their respective Units in the Said Property.
- 11.9 **Payment of Land Development Cost** : The Owners shall bear the land development cost for leveling the Said Property.
12. **Miscellaneous**
- 12.1 **Parties Acting under Legal Advice** : Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.
- 12.2 **Essence of Contract** : In addition to time, the Owners and the Developer expressly agree that the mutual covenants and promises including the payment promises contained in this Agreement shall be the essence of this contract.

- 12.3 **Documentation** : The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement.
- 12.4 **Valid Receipt** : The Owners shall pass valid receipts for all amounts paid under this Agreement.
- 12.5 **No Partnership** : The Owners and the Developer have entered into this Agreement purely as a contract and 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.
- 12.6 **No Implied Waivers** : Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 12.7 **Additional Authority** : It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings and/or 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 the Owners. Further, various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been made herein. The Owners 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 Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer.
- 12.8 **Further Acts** : The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 12.9 **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.
- 12.10 **Headings** : In this Agreement, the heading are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.
13. **Indemnity**
- 13.1 **By the Developer** : The Developer hereby indemnifies and agrees to keep the Owners saved harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners in relation to the construction of the New Buildings and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Intending Purchasers

and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.

- 13.2 **By the Owners :** The Owners hereby indemnify and agree to keep the Developer saved harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) suffered by Developer in the course of implementing the Project for any successful claim by any third party for any defect in title of the Said Property or any of the Representations of the Owners being incorrect.

14. Defaults

- 14.1 **No Cancellation:** None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration.

15. Force Majeure

- 15.1 **Meaning :** Force Majeure shall mean and include an 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 and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability of construction material, hike in prices of construction material and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.

- 15.2 **Saving Due to Force Majeure:** 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 have no liability in respect of the performance of such of its obligations as are prevented by 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.

16. Counterparts

- 16.1 **All Originals:** This Agreement is being executed simultaneously in duplicate, each of which shall be deemed to be an original and all of which shall constitute one instrument and

agreement between the Parties. The registered copy of this agreement shall be retained by the developer.

17. **Severance**

17.1 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

17.2 **Deletion of Invalid Provision:** If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.

17.3 **Reasonable Endeavour for Substitution:** The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

18. **Reservation of Rights**

18.1 **Right to Waive:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof.

18.2 **Forbearance:** No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.

19. **Notice**

19.1 **Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or sent by prepaid recorded delivery (registered post with acknowledgement due or through courier 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). The Owners shall address all such notices and other written communications to the Designated Partner of the Developer and the Developer shall address all such notices and other written communications to each of the Owners.

20. Arbitration

20.1 **Disputes and Pre-referral Efforts:** The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching 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 his/her/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.

20.2 **Referral to Arbitration:** If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitration Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996.

20.3 **Arbitration Tribunal:** The Parties irrevocably agree that the Arbitration Tribunal shall consist of the following three Arbitrators (each of whom shall be an Advocate holding a current practicing certificate):

20.3.1 **Appointment by Owners:** 1 (one) Arbitrator to be appointed jointly by all the Owners.

20.3.2 **Appointment by Developer:** 1 (one) Arbitrator to be appointed by the Developer.

20.3.3 **Chairman:** The Chairman of the Arbitration Tribunal to be jointly appointed by the other 2 (two) Arbitrators.

20.4 **Conduct of Arbitration Proceeding:** The Parties irrevocably agree that:

20.4.1 **Place:** The place of arbitration shall be Kolkata only.

20.4.2 **Language:** The language of the arbitration shall be English.

20.4.3 **Interim Directions:** The Arbitration Tribunal shall be entitled to give interim awards/directions regarding the Disputes.

20.4.4 **Procedure:** The Arbitration Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said act shall apply to the arbitration proceedings.

20.4.5 **Binding Nature:** The directions and interim/final award of the Arbitration Tribunal shall be binding on the Parties.

21. **Jurisdiction**

21.1 **District Judge, Howrah:** In connection with the aforesaid arbitration proceedings, only the District Judge, Howrah shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

Schedule
(Said Property)

ALL THAT piece and parcel of (1) land measuring 9.33 decimal, more or less, contained in R.S. Dag Nos. 5846 and 5852/7511, corresponding L.R. Dag Nos. 7347 and 7377 recorded in L.R. Khatian Nos. 1978, 5703, 3788 and 3810, Mouza Domjur, J.L. No. 33, Police Station Domjur, within the jurisdiction of Domjur Gram Panchayet, Additional District Sub-Registrar, Domjur, District Sub-Registrar & District - Howrah, (2) land measuring 62 decimal, more or less, contained in R.S. Dag Nos. 22, 23, 29 and 30, corresponding L.R. Dag Nos. 22, 23, 29 and 30, recorded in L.R. Khatian Nos. 1576, 1577, 1580, 1584, 1600, 1618, 1640, 1757 and 1802 Mouza Purbannapara, J.L. No. 31, Police Station Domjur, within the jurisdiction of Makardaha No. I Gram Panchayet, Additional District Sub-Registrar Domjur, District Sub-Registrar & District - Howrah, AND (3) land measuring 40 decimal more or less, contained in R.S. Dag Nos. 1657, 1658, 1659, 1660, 1661 and 1662 corresponding L.R. Dag Nos. 1769, 1770, 1771, 1772, 1773 and 1774, recorded in L.R. Khatian Nos. 3597, 3598, 3599, 4231, 4233, 4389 and 4390 Mouza Makardaha, J.L. No. 34, Police Station Domjur, within the jurisdiction of Makardaha No. I Gram Panchayet, Additional District Sub-Registrar, Domjur, District Sub-Registrar and District Howrah aggregating total are 111.33 Decimal (**As detailed in the Chart given Below**), and delineated and demarcated on the **Plan** annexed hereto and bordered in **Red** colour thereon and butted and bounded as follows:

- On the North** : RS Dag Nos. 7512, 5848, 7514, 5849 of Mouza Domjur, Dag Nos. 37 of Mouza Purbannapara, by Canal
- On the East** : BY Dag No. 7511(P), 5848 of Mouza Domjur, Dag Nos. 1670 of Mouza Makardaha, Dag Nos. 37 & 31 of Purbannapara,
- On the South** : Dag Nos. 5845, 7511(P) of Mouza Domjur, Dag Nos. 1663, 1665, 1666 of Mouza Makardaha, Dag Nos. 18, 24, 25, 26, 28, 31 of Mouza Purbannapara
- On the West** : By Dag Nos. 7509 & 7514 of Mouza Domjur, Dag Nos. 39, 38 & 21 of Mouza Purbannapara, By Canal

22. **Execution and Delivery**



DETAILS OF PROPERTY

Sl No.	Deed No.	Deed Date	Owners Name	Type of Land	Dag No.		Khatian No.		J.L. No.	Muzza	Area (Decimal)
					R.S.	L.R.	R.S.	L.R.			
1	200	13.01.2012	Snowdrop Enterprise Pvt. Ltd.	Housing Complex	1657	1769	1561	3598	34	Makardah	1.67
2	155	06.01.2012	Prahlad Dayal Gupta	Housing Complex	1657	1769	1561	3599	34	Makardah	1.67
3	204	13.01.2012	Marigold Enclave Pvt. Ltd.	Housing Complex	1657	1769	1561	3597	34	Makardah	1.66
4	9001	22.09.2014	Charismatic Homes Pvt. Ltd.	Sali	1658	1770		4233	34	Makardah	5
				Sali	1659	1771		4233	34	Makardah	5
			Kesarisandan Nirman Pvt. Ltd.	Sali	1659	1771		4231	34	Makardah	1
				Sali	1660	1772		4231	34	Makardah	3
				Sali	1661	1773		4231	34	Makardah	2
5	50402210	18.05.2015	Cosmos Mansions Pvt. Ltd.	Sali	1662	1774	621/1	4390	34	Makardah	10
			Faithful Builders Pvt. Ltd.	Sali	1662	1774	621/1	4389	34	Makardah	9
6	3796	22.07.2013	Khatmaresh Builders Pvt. Ltd.	Sali	5852/7511	7377	1662	5703,378 8 & 3810	33	Domjur	1.16
7	5225	29.05.2013	Mahaabala Villa Pvt. Ltd.	Sali	5852/7511	7377	1662	5703,378 8 & 3810	33	Domjur	1.17
8	50403035	20.07.2016	Eyebright Heights Pvt. Ltd.	Sali	5846	7347	143	1978	33	Domjur	7
9	3740	30.04.2012	Jayditya Enclave Pvt. Ltd.	Sali	22	22		1577	31	Purbannapara	10
			Jayditya Tie-up Pvt. Ltd.	Sali	22	22		1580	31	Purbannapara	5
10	4790	27.10.2014	Sturdy Realtors Pvt. Ltd.	Sali	29	29		1757	31	Purbannapara	8
11	6270	21.11.2012	Devpujan Mercantile Pvt. Ltd.	Sali	22	22		1600	31	Purbannapara	9
			Helanium Properties Pvt. Ltd.	Sali	23	23		1640	31	Purbannapara	8
12	3736	30.04.2012	Nightbird Heights Pvt. Ltd.	Sali	23	23		1584	31	Purbannapara	10
			Allium Mercantile Pvt. Ltd.	Sali	23	23		1576	31	Purbannapara	2
13	190	14.01.2015	Mangalmukhi Properties Pvt. Ltd.	Sali	30	30		1802	31	Purbannapara	5.45
14	3758	12.07.2013	Mangaldhara Estates Pvt. Ltd.	Sali	30	30		1618	31	Purbannapara	4.55
Total Land Area											111.33

22.1 In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above.

Marigold Enclave Private Limited

Mukesh K. Mehta

Director

Sturdy Realtors Private Limited

P. D. Singh

Director

Kesarinandan Nirman Private Limited

Jyoti Agarwal

Director

Faithful Builders Private Limited

Siddhant Singh

Director

Mahaabala Villa Private Limited

Poojari Aggarwal

Director

Jayditya Ticup Private Limited

Ratan Aggarwal

Director

Helenium Properties Private Limited

Sachin Aggarwal

Director

Snowdrop Enterprise Private Limited

Ranjana Singh

Director

Charismatic Homes Private Limited

Anita Agarwal

Director

Cosmos Mansions Private Limited

Renuka Agarwal

Director

Khatunaresh Builders Private Limited

P. D. Singh

Director

Jayditya Enclave Private Limited

Jyoti Agarwal

Director

Devpujan Mercantile Private Limited

Devpujan

Director

Nightbird Heights Private Limited

Nam Singh

Director

Allium Mercantiles Private Limited

Kamal Maity

Director

Mangalmukhi Properties Private Limited

Pratik Gupta

Director

Prabhu Dayal Gupta

Prabhu Dayal Gupta

Mangaldhara Estates Private Limited

Pratik Gupta

Director

Eyebright Heights Private Limited

Kamal Maity

Director
[OWNERS]

Riya Manbhari Projects LLP

Sanjay Kumar Singh

Pawan C. Agarwal

Designated Partners
[Developer]

Drafted by:

Drafted by me

Tuhin Ranjan Chakraborty

(TUHIN RANJAN CHAKRABORTY)
Advocate, High Court, Calcutta
WB/1319/1989

Witnesses:

Signature

Chandrashekhara Prasad Ray

Name CHANDRASHEKHARA PRASAD RAY

Father's Name SACHINDRA NAND RAY

Address 14 BARODA CHARAN BHATTACHARYA

LANE, HOWRAH-71101

Signature

Amit Kumar Tiwari

Name AMIT KUMAR TIWARI

Father's Name V. B. TIWARI

Address 6/1, N.S.C. BOSE ROAD

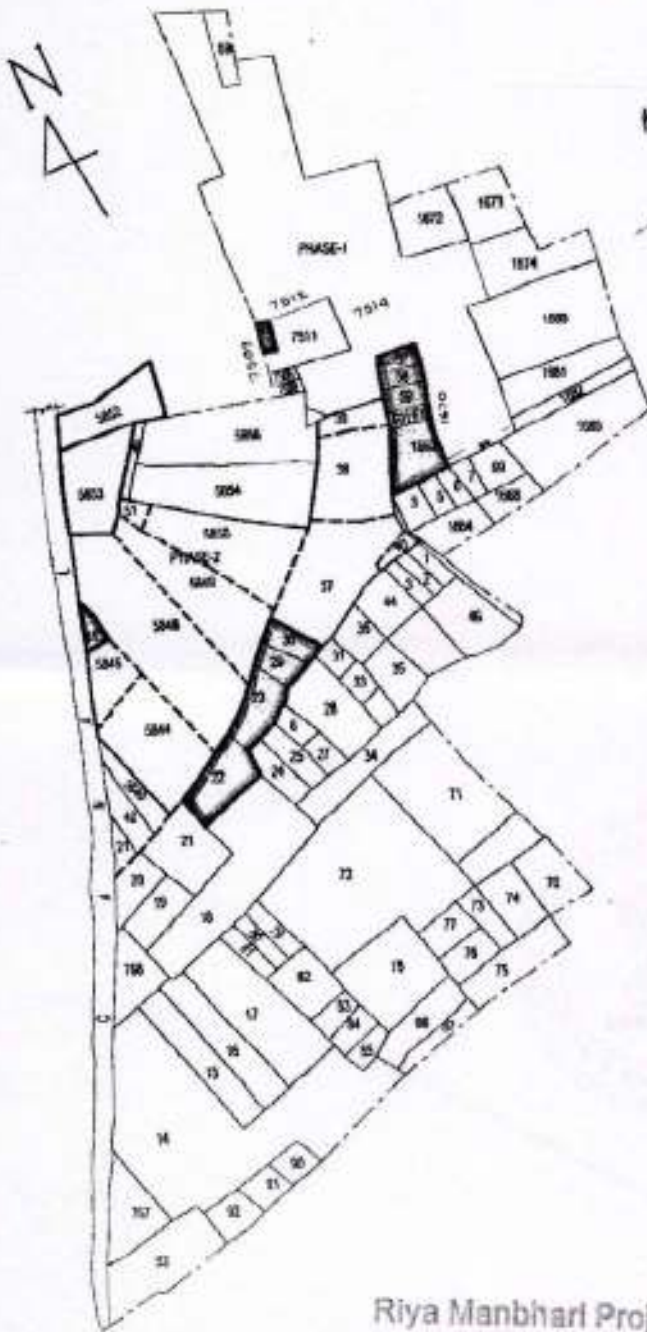
REGENT PARK, KOLKATA 700040

SITE PLAN

Mouza - DOMJUR, J.L. NO. - 33, R.S. DAG NO. - 5852/7511 & 5846
 P.S. - DOMJUR, DIST. - HOWRAH
AREA OF LAND - 9.33 DECIMALS

Mouza - PURBANNAPARA, J.L. NO. - 31, R.S. DAG NO. - 22, 23, 29 & 30
 P.S. - DOMJUR, DIST. - HOWRAH
AREA OF LAND - 62 DECIMALS

Mouza - MAKARDAHA, J.L. NO. - 34, R.S. DAG NO. - 1657, 1658, 1659, 1660, 1661 & 1662
 P.S. - DOMJUR, DIST. - HOWRAH
AREA OF LAND - 40 DECIMALS



- | | |
|-----------------------------|--------------------------------|
| Marigold Enclave Pvt. Ltd. | Snowdrop Enterprises Pvt. Ltd. |
| <i>Mukesh Kumar Shetty</i> | <i>Ranjana Singh</i> |
| Director | Director |
| Faithful Builders Pvt. Ltd. | Charismatic Homes Pvt. Ltd. |
| <i>Siddhanta Senapati</i> | <i>Anita Agarwal</i> |
| Director | Director |
| Mahaabala Villa Pvt. Ltd. | Kesarinandan Nirman Pvt. Ltd. |
| <i>Prakash Kumar Singh</i> | <i>Syati Agarwal</i> |
| Director | Director |
| Jayditya Enclave Pvt. Ltd. | Cosmos Mansions Pvt. Ltd. |
| <i>Syati Agarwal</i> | <i>Renuka Agarwal</i> |
| Director | Director |
| Jayditya Tie-Up Pvt. Ltd. | Khatunaresh Builders Pvt. Ltd. |
| <i>Ratan Agarwal</i> | <i>PD Gupta</i> |
| Director | Director |
| Sturdy Realtors Pvt. Ltd. | Devpujan Mercantile Pvt. Ltd. |
| <i>PD Gupta</i> | <i>Prabhu Dayal Gupta</i> |
| Director | Director |
| <i>PD Gupta</i> | <i>Sachin Kumar</i> |
| PRABHU DAYAL GUPTA | Director |
| | Nightbird Heights Pvt. Ltd. |
| | <i>Namish Chandra</i> |
| | Director |
| | Allium Mercantile Pvt. Ltd. |
| | <i>Jamal Maity</i> |
| | Director |
| | Mangalmukhi Properties Pvt Ltd |
| | <i>Roshni Gupta</i> |
| | Director |
| | Mangaldhara Estates Pvt. Ltd. |
| | <i>Roshni Gupta</i> |
| | Director |
| | Eyebright Heights Pvt. Ltd. |
| | <i>Jamal Maity</i> |
| | Director |

Riya Manbhari Projects LLP

*Sanjay Kumar Singh
 Pawan K. Agarwal*

Partner/Designated Partners

SPECIMEN FORM FOR TEN FINGERPRINTS



ELENIDA PROPERTIES PVT. LTD.

Sachin Agarwal

		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand	Authorized Signatory					
Right Hand		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Director					



COSMOS MANSIONS PVT. LTD.

Renuka Agarwal

		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand	Authorized Signatory					
Right Hand		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Director					



FAITHFUL BUILDERS PVT. LTD.

Siddharth Bhalerao

		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand	Authorized Signatory					
Right Hand		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Director					

SPECIMEN FORM FOR TEN FINGERPRINTS



Kamal Maiti

ALLIUM MERCHANTILES PVT. LTD.
Kamal Maiti

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Rajan Singh

SNOWDROP ENTERPRISES PVT. LTD.
Rajan Singh

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Naveesh Lambh

FOR NIGHTBIRD HEIGHTS PVT. LTD.
Naveesh Lambh

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

SPECIMEN FORM FOR TEN FINGERPRINTS



Ratan Aggarwal

MANGALDHYA ESTATES PVT. LTD.

Ratan Aggarwal

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Amita Aggarwal

CHARISMATIC HOMES PVT. LTD.

Amita Aggarwal

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand Director.					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Ratan Gupta

MANGALDHYA ESTATES PVT. LTD.

Ratan Gupta

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand Director					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

SPECIMEN FORM FOR TEN FINGERPRINTS



MD Syarif

STUREY REALTORS PVT. LTD.

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand					



Syafiqah Agaswani

JAYDIYA VILAS PVT. LTD.

KESARIHARBAN NIRMAL PVT. LTD.

Syafiqah Agaswani

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand					



Rajalakshmi Perumal

KARABALA VILAS PVT. LTD.

Rajalakshmi Perumal

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand					

SPECIMEN FORM FOR TEN FINGERPRINTS



Mud...

M. Math...
Mud...

MARIGOLD ENCLAVE PVT. LTD.

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Ashok...
ASHOK KUMAR
JANODIA

DEVPUJAN MERCANTILE PVT. LTD.

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

SPECIMEN FORM FOR TEN FINGERPRINTS



Riya Mambhani Projects LLP
Sangli

		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand	Partner Designated Partners					
	Partner Designated Partners					
		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand	Partner Designated Partners					
	Partner Designated Partners					



Pawan Agarwal

Riya Mambhani Projects LLP
Pawan Agarwal

		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand	Partner Designated Partners					
	Partner Designated Partners					
		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand	Partner Designated Partners					
	Partner Designated Partners					



		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand						
		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand						









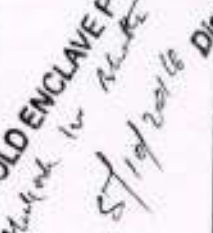
Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. DOMJUR, District Name :Howrah

Signature / LTI Sheet of Query No/Year 05040001390839/2016

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Prabhu Dayal Gupta 106, K.C. Singha Road, P.O:- Shibpur, P.S:- Shibpur, Howrah, District:-Howrah, West Bengal, India, PIN - 711102	Land Lord		 2589	 25/10/16
2	Ranjan Dey 85, Bipin Ganguly Road, P.O:- Dum Dum, P.S:- Dum Dum, District:-North 24- Parganas, West Bengal, India, PIN - 700030	Represent ative of Land Lord [Snowdrop Enterprise s Private Limited]		 2581	 25/10/16 SNOWDROP ENTERPRISES PVT.LTD Ranjan Dey
3	Mukesh Kumar Bhattar 59, Sanatan Mishtry Lane, P.O:- Golabari, P.S:- Golabari, District:- Howrah, West Bengal, India, PIN - 711106	Represent ative of Land Lord [Marigold Enclave Private Limited]		 2588	 25/10/2016 MARGOLD ENCLAVE PVT.LTD Mukesh Kumar Bhattar

Director

Director

I. Signature of the Person(s)

Sl No.	Name of the Executant	Category
4.0	Prabhu Dayal Gupta 106, K. C. Singha Road, Ganges Garden, P.O:- Shibpur, P.S:- Shibpur, District:-Howrah, West Bengal, India, PIN - 711102	Represent ative of Land Lord [Khatunar esh Builders Pvt. Ltd.]
4.1	Prabhu Dayal Gupta 106, K. C. Singha Road, Ganges Garden, P.O:- Shibpur, P.S:- Shibpur, District:-Howrah, West Bengal, India, PIN - 711102	Represent ative of Land Lord [Sturdy Realtors Private Limited]
Sl No.	Name of the Executant	Category
5	Anita Agarwala 106, K. C. Singha Road, Ganges Garden, P.O:- Shibpur, P.S:- Shibpur, District:- Howrah, West Bengal, India, PIN - 711102	Represent ative of Land Lord [Charisma tic Homes Private Limited]
Sl No.	Name of the Executant	Category
6.0	Jyoti Agarwal 106, K. C. Singha Road, Ganges Garden, P.O:- Shibpur, P.S:- Shibpur, District:- Howrah, West Bengal, India, PIN - 711102	Represent ative of Land Lord [Jayditya Enclave Pvt. Ltd.]
6.1	Jyoti Agarwal 106, K. C. Singha Road, Ganges Garden, P.O:- Shibpur, P.S:- Shibpur, District:- Howrah, West Bengal, India, PIN - 711102	Represent ative of Land Lord [Kesarinan dan Nirman Private Limited]



Signature at Private Residence.

Finger Print	Signature with date
 2589	 05/10/16 Prabhu Dayal Gupta Director
 2589	 05/10/16 Prabhu Dayal Gupta Director
Finger Print	Signature with date
 2585	 5/10/16 Anita Agarwala Director
Finger Print	Signature with date
 2586	 5/10/16 Jyoti Agarwal Director
 2588	 5/10/16 Jyoti Agarwal Director

CHARISMATIC HOMES PVT. LTD.
KESARINANDAN NIRMAN PVT. LTD.
Sturdy Realtors Pvt. Ltd.






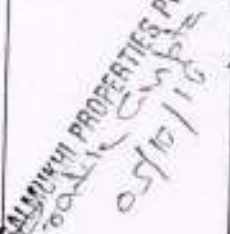





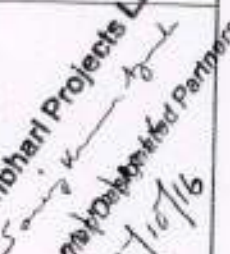
I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
7	Renuka Agarwal P-12, New Howrah Bridge Approach Road, P.O:- G P O, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700001	Representative of Land Lord [Cosmos Mansions Pvt. Ltd.]		 2591	 COSMOS MANSIONS PVT. LTD. Renuka Agarwal 5/10/16
8	Siddhartha Bhalotia 32a, Bidon Row, P.O:- Bedon Street, P.S:- Burtola, District:-Kolkata, West Bengal, India, PIN - 700006	Representative of Land Lord [Faithful Builders Pvt. Ltd.]		 2590	 FAITHFUL BUILDERS PVT. LTD. Siddhartha Bhalotia 5/10/16
9	Rajeshwari Agarwal 106, K. C. Singha Road, Ganges Garden, P.O:- Shibpur, P.S:- Shibpur, District:-Howrah, West Bengal, India, PIN - 711102	Representative of Land Lord [Mahaabai a Villa Pvt. Ltd.]		 2592	 MAHAABAI VILLA PVT. LTD. Rajeshwari Agarwal 5/10/16
10	Ratan Agarwal 106, K. C. Singha Road, Ganges Garden, P.O:- Shibpur, P.S:- Shibpur, District:-Howrah, West Bengal, India, PIN - 711102	Representative of Land Lord [Jayditya Tie Up Pvt. Ltd.]		 2583	 JAYDITYA TIEUP PVT. LTD. Ratan Agarwal 5/10/16

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
11	Ashok Kumar Jajodia 106, Narkel Danga Main Road, P.O:- Narikeldanga, P.S:- Narikeldanga, District:- South 24-Parganas, West Bengal, India, PIN - 700054	Representative of Land Lord [Devpujan Mercantile Pvt. Ltd.]		 2587	 05/10/2016 Director DEVPUJAN MERCANTILE PVT. LTD.
12	Sachin Agarwal 6a, Iron Side Road, P.O:- Tangra, P.S:- Tangra, District:-South 24- Parganas, West Bengal, India, PIN - 700019	Representative of Land Lord [Helenium Properties Pvt. Ltd.]		 2588	 5/10/16 Authorized Signatory HELENUM PROPERTIES PVT. LTD.
13	Naresh Kumar Ladha 1/a, Kundan Bye Lane, P.O:- Liluah, P.S:- Liluah, District:-Howrah, West Bengal, India, PIN - 711204	Representative of Land Lord [Nightbird Heights Pvt. Ltd.]		 2582	 5/10/16 Authorized Signatory NIGHTBIRD HEIGHTS PVT. LTD.
14	Kamal Malty Podra Paschim Sarkar Para, P.O:- Podra, P.S:- Sankrail, Howrah, District:-Howrah, West Bengal, India, PIN - 711109	Representative of Land Lord [Allium Mercantile Pvt. Ltd.]		 2579	 05/10/2016 Authorized Signatory ALLIUM MERCANTILES PVT. LTD.

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


SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
15.0	Pratik Gupta 106, K. C. Singha Road, Ganges Garden, P.O:- Shibpur, P.S:- Shibpur, District:- Howrah, West Bengal, India, PIN - 711102	Representative of Land Lord [Mangaldhara Estate Pvt. Ltd.]		 2584	 MANGALDHARA ESTATES PVT. LTD. Pratik Gupta 05/10/16
15.1	Pratik Gupta 106, K. C. Singha Road, Ganges Garden, P.O:- Shibpur, P.S:- Shibpur, District:- Howrah, West Bengal, India, PIN - 711102	Representative of Land Lord [Mangalmukhi Properties Pvt. Ltd.]		 2584	 MANGALMUKHI PROPERTIES PVT. LTD. Pratik Gupta 05/10/16
16	Kamal Maity Podra Paschim Sarkar Para, P.O:- Podra, P.S:- Sankrail, District:- Howrah, West Bengal, India, PIN - 711109	Representative of Land Lord [Eyebright Heights Pvt. Ltd.]		 2579	 EYEBRIGHT HEIGHTS PVT. LTD. Kamal Maity 05/10/16
17	Saroj Kumar Agarwal 27, Brabourne Road, P.O:- G P O, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001	Representative of Developer [Riya Manbhari Projects Llp]		 2593	 Riya Manbhari Projects LLP Saroj Kumar 05/10/16

Director

Director

Signature

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
18	Pawan Kumar Agarwal 27, Brabourne Road, P.O:- G P O, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001	Represent ative of Developer [Riya Manbhari Projects Llp]			<i>Riya Manbhari Projects LLP</i> <i>Pawan Kumar Agarwal</i> <i>Partners/Deputy Managing Partners</i> <i>Dated: 05/10/2014</i>
Sl No.	Name and Address of Identifier	Identifier of			Signature with date
1	Mihir Nandi Son of Rajmohan Nandi Pratapnagar, P.O:- Arambag, P.S:- Arambag, District:-Hooghly, West Bengal, India, PIN - 712415	Prabhu Dayal Gupta, Ranjan Dey, Mukesh Kumar Bhattar, Prabhu Dayal Gupta, Anita Agarwala, Jyoti Agarwal, Renuka Agarwal, Siddhartha Bhalotia, Rajeshwari Agarwal, Ratan Agarwal, Ashok Kumar Jajodia, Sachin Agarwal, Naresh Kumar Ladha, Kamal Maity, Pratik Gupta, Kamal Maity, Saroj Kumar Agarwal, Pawan Kumar Agarwal			<i>Mihir Nandi</i> <i>05/10/2014</i>

Manoj
5/10/14

(Manoj Kumar Mandal)
ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
DOMJUR
Howrah, West Bengal