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Assumption District Sus Harrings

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This Development Agreement made this the 14 th day of June , 2018 amongst

100/- Date.....

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BLUE LIGHT VELA PRIVATE LIMITED

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LILY HILLAG PRIVATE LIMITED

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- (1) BLUE LIGHT VILLA PRIVATE LIMITED, a company incorporated under the companies Act, 1956 as extended by the Companies Act 2013, having CIN U70102WB2015PTC207831, having PAN No. AAGCB4260Q, having its registered office at 15B, Armenian Street, TRPL Tower, 6th Floor, Kolkma-700001, Post Office BURRABAZAR and Police Station Burrabazar represented by its Director MR. GIRIRAJ BHUTRA (PAN BJRPB0712R) son of Shri Nand Kishore Bhutra residing at 6 Kali Krishna Tagore Street Kolkana-700007, Post Office-Jornbagan and Police Station-Jorabagan authorized vide board resolution dated [16.10.2017]
- (2) LILY NIWAS PRIVATE LIMITED, a company incorporated under the companies Act 1956 as extended by the Companies Act 2013, having CIN U45208WB2009PTC137660, having PAN No. AABCL7156N, having its registered office at 15B, Armenian Street, TRPL Tower, 6th Floor, Kolketa-700001 Post Office Burrabazar and Police Station Burrabazar represented by its Director MR. GIRIRAJ BHUTRA (PAN BJRPB0712R) son of Shri Nand Kishore Bhutra residing at _6 Kali Krishna Tagore Street Kolkata-700007, Post Office- Jorabagan and Police Station- _Jorabagan authorized vide board resolution dired [16,10.2017].
- (3) SHIVMANI PROMOTERS PRIVATE LIMITED, a company incorporated under the companies Act 1956 as extended by the Companies Act 2013, having CIN U70102WB2015PTC208122, having PAN No. AAWCS3134I, having its registered office at 15B, Armenian Street, TRPL Tower, 6th Floor, Kolkata 700001 Post Office BURRABAZAR and Police Station-BURRABAZAR represented by its Director MR. GIRIRAJ BHUTRA (PAN BJRPB0712R) son of SHRI NAND KISHORE BHUTRA residing at 6 KALI KRISHNA TAGORE STREET KOLKATA-700007, Post Office- JORABAGAN and Police Station-JORABAGAN authorized vide board resolution dated [16.10.2017], collectively hereinafter referred to as the "Owners" (which expression shall mean only the Owners and each of their respective successors-in-interest and assigns) of the One Part

And

PS GROUP REALTY PRIVATE LIMITED, a company existing under the provisions of the Companies Act, 2013, having its registered office at 1002 E.M. Bye Pass, Kolkata - 700 105, Police Station Pragati Maidan Post Office Dhapa, having Income Tax PAN AABCP5390E, represented by its Authorised Signatory MR. RADHESHYAM PANCHARIA, son of Sri Bhanwarlal Pancharia, working for gain at 1002 E.M. Bypass, Kolkata - 700 105, having Income Tax PAN No. AEQPP5365K, authorized vide board resolution dated 1st day of November, 2017, hereinafter referred to as the "Developer" (which expression shall mean and include its successors-in-interest and/or permitted assigns) of the Other Part:

The "Owners" and the "Developer" are hereinafter collectively referred to as the "Parties" and individually as a "Party".

Whereas:

- A. Each of the Owners represent as follows:-
 - (i) the Owners are respectively the full and absolute owners of their respective several identified demarcated pieces and parcels of land and are of diverse nature/classification and varied measurements, collectively admeasuring 32,3055 decimals more or less, equivalent to 19 Cottahs 8 Chittacks 32 square feet more or less, comprised in several Dag Nos, appertaining to several Khatian Nos., situate at Mouza Thakdari, Police Station New Town, District North 24 Parganas, as



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

GRN.

19-201819-024891719-1

GRN Date: 14/06/2018 13:08:49

Payment Mode

Online Payment

Bank:

Indian Bank

BRN:

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BRN Date:

14/06/2018 13:06:44

DEPOSITOR'S DETAILS

ld Nr. 15230000022118/3/2018

(Duny No./Quary York)

Name !

MD MANIR UZ UZ

Contact No. :

Mobile No.

+91 9830388095

E-mail:

Address:

NEW TOWN KOLKATA?00156

Applicant Name :

Mr MD MANIR UZ WE

Office Name:

Office Address:

Status of Depositor :

Deed Writer

Purpose of payment / Remarks

Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

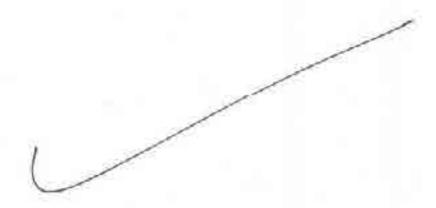
SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[२]
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Total

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In Words:

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- detailed "First Schedule" herato icollectively "Subject Land", and individually/independently "Land Parcel");
- (ii) each of the concerned Owners have acquired title to their respective Land Parcels, as the case may be, by and under their respective Title Deeds as the case may be;
- each of the Land Parcels are free from all Encumbrances and have been in the respective vacant, peaceful and physical possession of the concerned Owners;
- (iv) each of the Land Parcels are collectively contiguous, continuous and adjacent to each other, capable of being amalgamated/consolidated into and/or developed as a single plot of land, and have an independent and separate means of access to the same.
- B. Each of the Owners being respectively desirous of commercially exploiting their respective Land Parcels, and in view of each of the Land Parcels being continuous to and/or adjoining each other, each of the Owners decided/agreed to collectively develop and/or to cause collective development of the Subject Land as a composite development, with the intent and object of generating and resping greater profits and revenues for the mutual benefit and advantage of each of the Owners.
- C. The Developer is engaged in the business of real estate development, having the infrastructure, man power and financial means, and has entered into an agreement ("Abutting Land Agreement") for the development of several land parcels abutting and/or being in the immediate vicinity of the Subject Land, more specifically described in "Second Schedule" (collectively "Abutting Land") with the respective several owners thereof ("Abutting Land Owners").
- D. In view of the aforesaid, the Owners approached the Developer to undertake inter alia the development of the Subject Land on the clear and unequivocal understanding that the development of the Subject Land would be contingent and/or dependent on the Developer developing the Abutting Land and further that the development on the Subject Land would be by way of expansion/extension of the development proposed on the Abutting Land, with sharing of such facilities, utilities, amenities etc. as may be determined by the Developer at its sole and absolute discretion including but not limited to the nature of right, if any, mode and manner of user of the same, whereupon the Parties have mutually agreed on certain terms and conditions pertaining inver alia to the commercial exploitation of the Subject Land and the grant in favour of the Developer by each of the Owners of several rights, interests etc. including the Development Rights in respect of the Subject Land, all in lieu of inter alia a mutually agreed consideration, and the Parties are thus desirous of recording the same in writing, as stated herein.

Now Therefore, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement and other good and valuable consideration (the sufficiency whereof is hereby mutually acknowledged), the Parties with the lotent to be legally bound, hereby agree as follows:-

Article 1 Definitions and Interpretation



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1.1 Definitions

In addition to any other terms which are defined in this Agreement, and unless the context otherwise requires, each of the following terms, when used in this Agreement shall have the respective meaning assigned to them in this Article:

- 1.1.1 "Abutting Land" shall have the meaning ascribed to such term in Recital C of this Agreement.
- 1.1.2 "Abutting Land Agreement" shall have the meaning ascribed to such term in Recital C of this Agreement
- 1.1.3 "Abutting Land Owners" shall have the meaning ascribed to such term in Recital C of this Agreement.
- 1.1.4 "Agreement" shall mean this Agreement together with each of the Schedules and/or Annexure stated herein and/or attached hereto and/or incorporated herein by reference or otherwise, as the case may be, as may be amended in writing by the Parties from time to time by way of letters and/or supplemental agreements and/or addenda to the Agreement.
- 1.1.5 "Applicable Law(s)" shall mean and include all applicable Indian laws, statutes, enactments, acts of legislature or parliament, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, orders, binding actions etc. of any Governmental Authority, tribunal, board, court, as updated or revised or amended from time to time.
- 1.1.6 "Commonly Used Areas And Facilities" shall mean the access roads, commonly used areas and portions of the Project as also the commonly used facilities and infrastructure, which may be made available by the Developer to the any Identified Person(s) to access and/or facilitate the use and enjoyment of the Project, each as determined and specifically identified by the Developer at its sole and absolute discretion.
- 1.1.7 "Conversion" shall mean the issuance of the certificate by the concerned competent authority in this regard, granting the approval for conversion of the land use of a particular Land Parcel from its recorded use to commercial use, and the term "Converted" shall be construed accordingly.
- 1.1.8 "Deposits" shall mean each of the amounts leviod/charged/imposed/received by the Developer from an Intending Transferee as deposits and/or as sinking funds, corpus deposits etc. by whatever name called, for the installation as also for the on-going maintenance and management of inter-alia the electrical infractructure, the water connections, generator, all facilities serving the Project, municipal rates and taxes, commercial surcharge, land revenue, duties, charges and other outgoings, and the proportionate costs and expenses for the maintenance and management of the Commonly Used Areas And Facilities including the proportionate share of inter-alia the municipal rates and taxes, commercial surcharge and land revenue in respect of the Commonly Used Areas And Facilities, and further all other deposits applicable to/imposed on the Intending Transferee(s), each as determined by the Developer at its sole and absolute discretion, the frequency, quantums and heads whereof shall be determined by the Developer from time to time at its sole and absolute discretion and will be held by the Developer till the same (subject to such deductions as



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- may be applicable) are transferred to the Organisation or made over to any body/authority, statutory or otherwise.
- 1.1.9 "Developer's Cure Period" shall have the meaning ascribed to such term in Clause 15.2.2.1 of this Agreement.
- 1.1.10 "Developer's Dues" shall have the meaning ascribed to such term in Clause 15.1.2.2 of this Agreement.
- 1.1.11 "Developer's Event of Default" shall have the meaning ascribed to such term in Clause 15.2.1 of this Agreement.
- 1.1.12 "Development Rights" in the context of each Land Parcel and/or the Subject Land shall mean and include all rights, titles, interests and privileges therein and the constructions thereon, which rights, interest and privileges shall include without limitation, inter alia, the right to:
 - (a) enter into and retain continuous unhindered, unimpeded, unrestricted, unconditional, peaceful access to and physical control of the entirety of each of the Land Parcels for the specific purpose of developing, constructing and completing the Project, on the clear and unequivocal understanding that on and from the date of completion of 65 (sixty five percent) of the Project as certified by the architect of the Project, the Owners and the Developer shall be deemed to be in/retain joint legal physical possession of each of the aforesaid, save and except the areas if any already handed over to any Intending Transferee(s);
 - (b) commercially exploit the Subject Land by way of execution and implementation of the Project thereon, and to deal with the Project in terms of this Agreement and the Abutting Land Agreement;
 - (c) determine at its sole discretion, the scheme of development of the Project, the nature, design and components of the Project as also the mode and manner of execution and implementation thereof, on the understanding that the Project will be constructed with the basic specifications as detailed in the Third Schedule hereunder written, on the clear and unequivocal understanding and agreement that such specifications may be altered and/or changed and/or modified and/or substituted as may be required by the Developer from time to time at its absolute discretion with any other specifications of like or more or less similar or better, value and/or nature and/or type, and the decision of the Developer in this regard shall be final and binding;
 - (d) have the Subject Land surveyed, and the soil tested;
 - (e) prepare and make necessary applications to the relevant Governmental Authorities and/or other bodies/authorities and/or to revise, modify or amend such applications, with the assistance of the Owners, or as the constituted attorney of the Owners, as the case may be, as may be determined by the Developer from time to time at its sole discretion, for the smooth execution and implementation of the Project including for obtaining connections of water, electricity and all other utilities and facilities as also permits for cement, steel and other controlled building materials, if any;



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- (f) prepare and/or cause to be prepared the plans of/for the Project including the revisions, alterations, modifications etc. thereto as the Developer may deem fit and proper, and furthermore to make necessary applications for the approval, sametion, modification, revision, addition, alteration etc. of such plan(s), and to sign, execute and deliver all writings, undertakings and agreements as may be necessary in connection with the aforesaid:
- (g) appeim architects, surveyors, engineers (civil, structural, mechanical, electrical amongst others), contractors, specialists, valuers, consultants, agencies, service providers and other Person(s) in connection with the execution and implementation of the Project, each of whom shall have the unhindered, unimpeded and unrestricted right to inter alia enter into and/or access each of the Land Parcels.
- (h) construct and/or lay internal roads, drainage facilities, water supply facilities, sewage disposal facilities and electricity supply lines;
- determine from time to time, at its discretion, the mode, manner and calculation of the built-up area and the super built-up area of the several spaces to comprise the Project;
- (j) carry out the publicity and marketing of the Project, and the sales of every part and portion of the Project in such a manner as may be determined by the Developer, subject to reimbursement by the Owners of the costs and charges to the extent and in the manner stipulated in this Agreement;
- (k) sell and/or Transfer and/or create any manner of right, title or interest over/in respect of the various areas comprising the Project in pursuance of this Agreement, at such prices, on such terms and conditions and in favour of such Person(s) as the Developer may determine;
- (I) sell, convey and otherwise Transfer, dispose of, alienate, deal with, assign, lease, grant licenses etc. and/or create Third Party rights over/in/in respect of any part or portion of the Project, in such a manner as the Developer may deem fit and proper including but not limited to the right to convey, Transfer, dispose of the same (in pursuance of the powers granted herein and/or in pursuance of this Agreement), and to execute all agreements, deeds, documents in respect thereof, to receive and deal with the proceeds and/or the revenues generated thorefrom/in respect thereof, in the manner stipulated in this Agreement;
- (m) mortgage, create any charge, hen etc., on/infrespect of any and/or all the Land Parcels and/or any part or portion thereof and/or on/in respect of the buildings and the other constructions/improvements constructed/made on any part or portion of the Subject Land, in order to obtain financial assistance from any Person(s) and/or bank(s) and/or linancial institution(s) as identified by the Developer for the purpose of execution and implementation of the Project save and except that the revenue receivable by the Owner shall not be charged
- (n) own all the buildings, constructed areas, developments, improvements etc. on the Subject Land and/or any part or portion thereof
- (o) secure the occupancy certificate, completion certificate, approvals, certificates, consents relating to fire, sewage, airport clearance, environmental clearance and all



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- other certificates/approvals/licenses/ consents required for the execution and implementation of the Project.
- (p) develop the Project under the brand name of the Developer and/or its associates/affiliates and/or other Person(s), as the Developer may determine at its discretion, and to display and advertise the name, brand name etc. of the Developer and/or its associates/affiliates and/or other Person(s) at such parts and portions of the Subject Land as the Developer may doesn fit and proper and it being clarified expressly that agreed that the brand name of the Owners shall not be affixed and/or displayed in my print media and/or electronic media;
- (q) establish such new entity(ies) as the Developer may determine to assume the obligations, liabilities and costs connected with the management and maintenance of the Project and/or to entrust/assign/delegate such obligations. Iiabilities and costs to such entity(ies) as may be determined by the Developer;
- (r) do, execute and perform such other acts, deeds, things etc. as may be required to ensure the smooth execution, implementation and completion of the Project, including those incidental and/or related to any of the rights stated herein.

The Owner shall not raise any objection if the Developer limits its activities within the scope and limit as given herein.

- 1.1.13 "Developer's Share" shall have the meaning ascribed to such term in Clause 3.4(ii) of this Agreement.
- 1.1.14 "Encumbrances" in so far it relates to each Land Parcel shall mean mortgages, pledges, equitable interests, hypothecations, encumbrances, title defects, title retention agreements, liens, charges, lispendens, liabilities, claims, demands, prohibitions, wakfs, debuttors, trusts, bargadars, hhagehasis, occupants, tenancies, thika tenancies, leases, trespassers, encroachments, acquisitions, requisitions, attachments, alignments. Third Party claims etc. whatsoever or howsoever, commitments, restrictions, prohibitions or limitations of any nature including restriction on use, transfer or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever and/or any agreement, whether conditional or otherwise, to create any of the same.
- 1.1.15 "Execution Date" shall mean the date of execution of this Agreement.
- 1.1.16 "Extra Charges" shall mean the extra amounts paid by and the reimbursements received from an Intending Transferce by the Developer towards any extra charges, generator charges together with the charges and expenses allied/related thereto, charges towards electrical infrastructure, VRV-AC charges, charges/fees towards/in lieu of having sanctioned any deviations in the construction from the sanctioned plan(s) as stipulated in the relevant statute governing the same, legal fees, legal expenses, stamp duty, registration fees etc., each as determined by the Developer at its sole and absolute discretion.
- 1.1.17 "Force Maejare" shall mean any delay, obstruction, interference, impediment, obstacle etc. whatsoever in the work of construction or in the performance by the Developer of any of its obligations stipulated herein, resulting from any cause which has or may reasonably be expected to have a material adverse effect on the Developer's rights or duties to perform its.



Additional Depter sub-Hagistry Related, New Testy, North 24-Pas Related, New Testy, North 2018 obligations under this Agreement including any delay, obstruction, interference etc. caused by:

- fire or explosion;
- natural calamity, any act of God, earthquake, lightning, flood, environmental issues and/or any other unforeseeable severe weather conditions;
- riots, civil disturbances, insurrection, enemy action, embargoes, blockades, war (declared or undeclared), civil commotion, terrorist action, litigation, bandh, armed conflict, curfew, acts of government and/or of any Governmental Authority;
- temporary or permanent interruption and/or fallure of any utilities serving the Project or necessary in connection with the development thereof;
- v) abnormal increase in the price of building materials;
- non-availability and/or irregular and/or delayed supply/availability and/or scarcity of building materials, essential inputs, water, electricity, sewerage disposal, any connection(s) from the concerned authority etc.;
- vii) injunctions or orders or restrictions of/imposed by any government entity/ Governmental Authority;
- viii) local problem and/or local disturbance and/or sabotage, labour unrest, lock-out, strike, slow down, disputes with contractors/construction agencies employed and/or to be employed;
- any prohibitory order, notice, rule or notification of/from the court and/or sanctioning authorities and/or any of the Governmental Authorities and/or statutory bodies and/or the municipal corporation/municipality and any other authority, statutory or otherwise;
- x) delay due to any application under any of the applicable building rules;
- xi) delay in decisions/elearances/approvals/connections/permissions from any statutory and/or other authorities/bodies and/or many Governmental Authority;
- xii) any other circumstances beyond the control of the Developer and/or beyond the anticipation of the Developer.
 - However save and except the natural calamities all other factors are to be verified and reasoned before considering the same as Force Macjure.
- 1.1.18 "Governmental Authority" shall mean; (a) any national, state, city, municipal or local government, governmental authority; and/or (b) any agency or instrumentality of any of the authorities referred to in (a) above; and/or (c) any non-governmental regulatory or administrative authority, body or other organization, to the extent that the rules, regulations, standards, requirements, procedures or orders of such authority, body or other organization have the force of law; and/or (d) any competent court or tribunal; and/or (e) HIDCO.



Additional District Superings

- 1.1.19 "HIDCO" shall mean the West Bengal Housing Infrastructure Development Corporation Limited, a Government of West Bengal company incorporated under the provisions of the Companies Act, 1956, and the Planning Authority as appointed by the State Government vide order No. 1490/HI/HGN/NTP/1M-1/98, in respect of the Planning Area declared as such under Notification No. 14231/HI/HGN/NTP/1M-1/98, dated 27th August, 1999, having its registered office at 35-1111, Major Arterial Road, 3th Rotary, New Town, Kolkata - 700 156.
- 1.1.20 "Identified Person" shall have the meaning ascribed to such term in Clause 5.1(d) of this Agreement.
- 1.1.21 "Intending Transferce" shall mean any Person intending to acquire: (a) any manner/nature of right, title or interest in any identified unit/constructed space; and/or (b) the permission to park vehicle(s) at vehicle parking space(s), each constructed/situate at only such parts and portions of the Project which are comprised in/comprise of unit(s)/constructed space(s)/vehicle parking(s) constructed/situate on/at any part or portion of the Subject Land, each as identified by the Developer.
- 1.1.22 "Interest" shall mean the interest to be calculated on any amount at the rate of 16% (sixteen percent) per annum.
- 1.1.23 "Land Parcel" shall have the meaning ascribed to such term in Recital A(i) of this Agreement.
- 1.1.24 "Organisation" shall mean the entity caused to be formed by the Developer as and when determined by the Developer, the nature, composition, constituents, structure etc. whereof shall be determined by the Developer, which entity shall be entrusted inter alia with the maintenance, management, upkeep and administration of the Project and such other roles, responsibilities and obligations as may be determined by the Developer.
- 1.1.25 "Outgoings" shall mean all the rates, taxes, property taxes, assessments, land revenue and all other outgoings by whatsoever name called, payable in respect of each of the Land Parcels, each together with interest and penalty thereon, if any.
- 1.1.26 "Owners' Authorised Representative" shall mean Mr. Giriraj Bhutra, son of Shri Nand Kishor Bhutra, residing at 6 Kali Kristma Tagore Street Kolkata-700007.
- 1.1.27 "Owners' Bank Account" shall mean the bank account standing in the collective names of the Owners, to be communicated in writing by the Owners' Authorised Representatives to the Developer within 45 (forty five) days from the Execution Date...
- 1.1.28 "Owners' Cure Period" shall have the meaning ascribed to such term in Clause 15.1.2.1 of this Agreement.
- 1.1.29 "Owners' Event of Default" shall have the meaning ascribed to such term in Clause 15.1.1 of this Agreement.
- 1.1.30 "Owners' Share" shall have the incaming ascribed to such term in Clause 3.4 (i) of this Agreement.



- 1.1.31 "Person(s)" shall mean any individual, sole proprietorship, unincorporated association, body corporate, corporation, company, firm, partnership, limited liability company, limited liability partnership, joint venture, Governmental Authority, trust, hindu undivided family, union, association, or any other entity or organization, and where permitted, that person's respective successors, permitted assigns and permitted transferrers.
- 1.1.32 "Project" shall mean the development comprising of one or more of such several components as may be determined by the Developer at its sole and absolute discretion, proposed to be carried out by the Developer on the Subject Land and the Abutting Land (the proportion and/or area of each component as also the manner and phases of construction of the same to be determined by the Developer).
- 1.1.33 "Rectification Period" shall have the meaning ascribed to such term in Clause 9.4 of this Agreement.
- 1.1.34 "Repayment Period" shall have the meaning ascribed to such term in Clause 15.1.2.2 of this Agreement.
- 1.1.35 "Sales & Marketing Expenses" shall mean 3½ % (three and half percent) of the total Sale Proceeds.
- 1.1.36 "Sale Proceeds" shall mean the amounts received by the Developer from an Intending Transferee in lieu of Transfer/alienation of identified unit(s)/constructed space(s) situate/constructed on any part or portion of the Subject Land (each as Identified by the Developer) together with the amounts, if any, received from the Intending Transferee towards the permission granted to park vehicles, high-rise charges, PLC, club charges, interest if any received from any Intending Transferee on delayed payment made by the Intending Transferee, the amount if any received from any Intending Transferee as compensation on cancellation of an agreement executed with such Intending Transferee, but the term shall not mean or include:
 - a) the Deposits;
 - the Extra Charges;
 - c) the Taxes;
 - d) any amounts received towards/as fees for nomination, transfer, assignment etc.;
 - payment of any taxes, fees, duties, costs, expenses or any other charges by whatever name called;
 - the amounts received by way loan(s) from any Person(s), bank(s), financial institution(s), etc. identified by the Developer to finance the construction and implementation of the Project;
 - g) brokerage, and sales and marketing expenses;
 - any amount refunded/paid and/or agreed to be refunded/paid to any Intending Transferce on any account whatsoever or howsoever after adjustment of the brokerage and marketing expenses if any on such amount, notwithstanding and without prejudice.



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to the obligation of the Owners to also so refund/pay any amount to an Intending Transferee.

- 1.1.37 "Security" shall have the meaning useribed to such term in Clause 4.1 of this Agreement
- 1.1.38 "Security Deposit" shall have the meaning ascribed to such term in Clause 4.1 of this Agreement.
- 1.1.39 "Subject Land" shall have the meaning ascribed to such term in Recital A(i) of this Agreement.
- 1.1.40 "Taxes" shall mean each of the amounts levied/charged/received from/upon any Intending Transferee towards service tax, sales tax, works contracts tax, value added tax, GST etc. and/or any other fees, taxes, cesses, assessments, duties, levies, impositions etc. by whatever name called, whether applicable at present or levied in the future, with retrospective effect or otherwise, and shall mean and include the increments thereof.
- 1.1.41 "Third Party" shall mean any Person that/who is not a signatory to this Agreement
- 1.1.42 "Title Deeds" shall mean and refer to all the documents represented by the concerned Owners as evidencing their respective ownership, right, title and interest over and in respect of their respective I and Parcels including those as identified by the Developer, with the documents whereunder each of the Owners have acquired freehold title to their respective Land Parcels being detailed in the Fourth Schedule bereunder written.
- 1.1.43 "Title Rectification" shall have the meaning ascribed to such term in Clause 9.4 of this Agreement.
- 1.1.44 "Transfer" (including with correlative meaning, the terms "Transferred" and "Transferability") shall mean to transfer, sell, assign, pledge, mortgage, hypothecate, create a security interest in or Encumbrance on/in/over, place in trust, exchange, gift or transfer by operation of law or in any other manner.
- 1.1.45 "Valuer" shall mean the government recognized valuer as selected and identified by the Developer and communicated in writing by the Developer to the Owners' Authorised Representative.

1.2 Interpretation

In the interpretation of this Agreement, the following rules of interpretation shall apply, unless the contrary intention appears:

- 1.2.1 references to any law shall include any statutes and/or rules and/or regulations made or guidelines issued thereunder, and any other rules, regulations, guidelines, policy statements, orders or judgments having the force of law, and in each case, as amended, modified, restated or supplemented from time to time;
- 1.2.2 where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have the corresponding meanings;



- 1.2.3 headings have been incorporated in this Agreement only for convenience of reference, and shall not in isolation or otherwise be considered or affect the construction or interpretation of this Agreement;
- 1.2.4 reference to this Agreement or to any of the provisions hereof shall include all amendments and modifications made to this Agreement in writing from time to time by the Parties hereto.
- 1.2.5 in the event of any inconsistency between the Clauses and the Schedules/ Annexures hereto, the Clauses of this Agreement shall provail;
- 1.2.6 no provision of this Agreement shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party or [his/its] counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft thereof;
- 1.2.7 words in the singular include the plural and vice versa, and words importing any gender include all genders;
- 1.2.8 a reference to a Clause, a Sub-Clause, an Article, a Schedule or an Annexure is a reference to a Clause, a Sub-Clause, an Article, a Schedule or an Annexure, as the case may be, of, or to, this Agreement;
- 1.2.9 the Recitals, Schedules and Annexures comprise a part of the operative provisions of this Agreement, and references to this Agreement shall include references to the Recitals, Schedules and Annexures hereof/hereto;
- 1.2.10 the term "or" shall not be exclusive, and the terms "herein", "hereof", "hereto" and "hereunder" and other terms of similar import shall refer to this Agreement as a whole and not merely to the specific provision where such term(s) may appear;
- 1.2.11 each of the representations and warranties provided in this Agreement are independent of the other representations and warranties in this Agreement, and unless the contrary is expressly stated, no Recital or Clause in this Agreement limits the extent or application of another Recital or Clause;
- 1.2.12 the words "include", "including" and "amongst others" shall be construed without limitation, and further shall be deemed to be followed by "without limitation" or "but not limited to", whether or not they are followed by such phrases or words of like import;
- 1.2.13 the words "directly or indirectly" mean directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements, and "direct" or "indirect" shall have the correlative meanings;
- 1.2.14 an obligation of a Party to do something shall include an obligation to ensure that the same shall be done, and an obligation on the part of a Party not to do something shall include an obligation not to permit, suffer or allow the same to be done;
- 1,2.15 all approvals/consents to be granted by any of the Parties under this Agreement and/or any mutual agreements to be arrived at hetween the Parties, shall be in writing;



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1.2.16 for the purposes of this Agreement, the "knowledge" of the Owners of a fact, matter, circumstance or thing, shall include facts, matters or things which the Owners' knew of or ought reasonably to have known of, following due enquiry.

Article 2 Grant of Development Rights

- 2.1 In fice of the consideration recorded herein, on and from the Execution Date each of the Owners confirm the grant, Transfer, assurance and assignment in favour of the Developer of the sole and exclusive Development Rights in respect of each of their respective Land Parcels comprising the Subject Land together with all benefits, privileges and rights appurtenant and/or attached and/or accruing thereto, on the clear and unequivocal understanding that the development of the Subject Land would be contingent and/or dependent on the Developer developing the Abutting Land and further that the development on the Subject Land would be by way of expansion/extension of the development proposed on the Abutting Land, with sharing of such facilities, utilities, amenities etc. as may be determined by the Developer at its sole and absolute discretion including but not limited to the nature of right, if any, mode and manner of user of the same.
- 2.2 In lieu of the consideration recorded herein and subject to fulfillment and performance by the Owners of all their obligations to the satisfaction of the Developer, the Developer accepts the aforesaid grant and Transfer of the Development Rights in respect of each of the Land Parcels subject to and only if the Developer develops the Abutting Land.
- 2.3 It is further clarified and understood that on and from the Execution Date:-
 - 2.3.1 the Owners do not retain any right to Transfer and/or deal with their respective Land Parcels and/or the Subject Land other than in the manner stipulated herein and/or as mutually agreed to in writing between the Parties;
 - 2.3.2 the Developer has become entitled to commence the work of construction to the extent the same is permissible under Applicable Law; and
 - 2.3.3 the Developer and/or the men, servant(s), agent(s), assign(s), nominee(s) etc. of the Developer have become entitled to enter into and retain continuous unhindered, unimpeded, unrestricted, unconditional, peaceful access to and physical control of each of the Land Parcels for the specific purpose of developing, constructing and completing the Project.
- 2.4 The Owners hereby agree and undertake that the grant and Transfer of the Development Rights to the Developer are free and clear of all Encumbrances
- 2.5 The Owners shall, without any demur or delay or cavil, co-operate with the Developer and do all acts, deeds, things etc. that may be required or deemed desirable by the Developer to give effect to the provisions of this Agreement, including but not limited to, signing and submitting any plans, applications, consents, proposals, permissions etc. to various Governmental Authorities and/or other bodies/authorities, to enable the Developer to interulia exercise its Development Rights with respect to each of the Land Parcels and/or the Subject Land.
- 2.6 It is agreed that the Developer shall implement and execute the Project itself and/or through



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the agencies of/by Third Parties nominated by the Developer and/or Person(s) identified by the Developer, on the account of and at the cost of the Developer.

Article 3 Consideration

- 3.1 The consideration in lieu whereof the Owners have grunted and Transferred the Development Rights to, unto and in favour of the Developer is:- (i) the Developer agreeing to undertake the development of the Subject Land by way of construction thereon of a part of the Project, to be completed by the Developer at its own cost and expense; and (ii) the receipt (subject to and in accordance with the terms hereof), by the Owners from the Developer, of the Owners' Share in the manner stipulated herein.
- 3.2 It has been agreed that If the Developer agrees to develop the Project as a green building project then in such event the fees payable for sanction of such extra floor area ratio together with all other costs, expenses etc., directly or indirectly related to/to be incurred for obtaining the aforesaid extra floor area ratio shall be borne by the Owners and the Abutting Land Owners to the extent of their land holding and further provided that the extra cost that would have to be borne by the Developer for construction of such green building shall be reimbursed by the Owners to Developer in proportion to their land holding to the extent of Rs. 50/- (Rupees Fifty only) per sq. ft. of the actual constructed covered area comprising the portion of the Project Intended to be constructed on the Subject Land, with 75% (Fifty percent) of such reimbursement to be made after construction of the concerned super structure, and the balance 25% (Twenty five percent) to be made after completion of the brick work.
- 3.3 The consideration in lieu whereof the Developer has accepted the grant and Transfer of the Development Rights from the Owners, and has agreed to commercially exploit the Subject Land in terms of these presents, is the receipt by the Developer of the Developer's Share.
- 3.4 Subject to the provisions of Article 4 hereto,
 - 43% (forty three percent) of the amounts comprising the Sale Proceeds shall belong collectively to the Owners ("Owners' Share");

and

(ii) 57% (fifty seven percent) of the amounts comprising the Sale Proceeds shall belong to the Developer ("Developer's Share").

it being inequivocally agreed and understood between the Parties that all amounts to be paid, deposited, reimbursed etc. by any Intending Transferee shall be received by the Developer in its own name in a separate bank account to be opened by the Developer for the Project. The Developer shall not receive such in any other account other than the designated bank account and further, for the purpose of accounting the Developer shall give a monthly statement of such account to the Owners.

- 3.5 Subject to the provisions of Article 4 hereto, the Owners' Share shall be paid/ disbursed to the Owners on a fortnightly basis after:-
 - (a) deduction of the then applicable tax deductible at source; and





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- (b) deduction of the Taxes, if any, payable on the Owners' Share; and
- (c) deduction of the Sales & Marketing Expenses [including brokerage]; and
- (d) deduction of all costs and expenses incurred by the Developer for and on behalf of the Owners including those towards/on account of performing (without prejudice to its rights) any of the obligations which the Owners are/were bound and obliged to do, execute and perform; and
- (e) deduction of any further/other amounts reimbursable/payable to the Developer and/or in terms of any other terms and conditions stipulated in this Agreement and/or in any other written understanding between the Parties.
- 3.6 It is clarified that at the request of each of the Owners every tranche of the Owners' Share shall be disbursed in the manner stipulated hereinabove by the Developer for and on behalf of each of the Owners, in favour of and in name of the Owners' Bank Account, and on the handover by the Developer to any of the Owners' Authorised Representative of the relevant bankers' instruments, reflecting payment towards any tranche of the Owners' Share, issued and/or caused to be issued by the Developer in the name of/in favour of the Owners' Bank Account, the same shall be deemed and/or construed to mean receipt and acceptance of the same by each of the Owners, and the Developer shall stand absolved and discharged of its obligation in respect thereof.
- 3.7 Notwithstanding anything contrary contained in clauses above or elsewhere in this Agreement, the liability of the Developer to pay from time to time the Owner's Share shall always remain subject to the relevant provisions in any Applicable Law which mandates mandatory transfer of transfer proceeds of a project to separate account and the regulated withdrawal procedure from such separate account. It is also made clear that under no circumstances Owners shall demand from Developer any amount as Owner's Share out of such separate account which is otherwise not withdrawable for the time being. Provided however, as and when any amount is withdrawn from the said separate account, the provisions of clause 3.5 shall apply to such withdrawals.
- 3.8 Each of the Owners covenant and undertake that each of them shall be solely liable and responsible for the distribution amongst themselves of the Owners' Share received in pursuance of Clauses 3.4 and 3.6 hereinabove, with the Developer having no role or obligation in respect thereof, and each of the Owners shall keep the Developer fully safe, harmless and indemnified in respect thereof also in respect of any inter se disputes, issues etc. between the Owners pertaining inter alia to such distribution.
- 3.9 It is further agreed and understood between the Parties that if after one year from the date of issuance by the competent authority of the completion certificate in respect of the Project there remain any un alienated units/areas/spaces etc., whether open or covered at only such part of the Project which has been constructed on/is situate on/or at any part or portion of the Subject Land, then the same shall be mutually allocated between the Owners (collectively on the one hand) and the Developer (on the other hand) in the ratio of 43:57 respectively, and there shall be no sharing of funds/revenues between the Parties in respect of such areas. Each of the Owners collectively and the Developer shall respectively be responsible to make payment of the Deposits for the respective of such units/areas allocated to each of them, and further in respect of such units so allocated to the Owners, the Owners.



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shall also be liable and responsible to make payment to the Developer of inter olio the Extra Charges, Taxes etc. as determined by the Developer and as are then being charged from the intending Transferee(s).

Article 4 Security Deposit

- 4.1 In order to secure due performance by the Developer of its obligations, the Developer [has deposted and/or has agreed to deposte] with the Owners a manually agreed sum of Rs.58,64,016/- (Rupees Fifty Eight lac Sixty four thousand Sixteen only) (Rs.3,00,000 per cottah) as and by way an refundable security deposit ("Security Deposit"). [the receipt whereof each of the Owners do hereby admit and acknowledge]. The Security Deposit has been secured by the Owners by way of the unfindered, unimpeded, unrestricted and unconditional right of the Developer and/or the nominee(s), designates(s), representative(s) etc. of the Developer to enter into and/or retain the continuous peaceful access to and physical control over/of the entirety of each of the Land Parcels.
- 4.2 Subject to and without prejudice to the other provisions of this Agreement, the Security Deposit shall be held by the Owners free of interest, and shall be adjusted from the Owners' Share in the following manner:-
 - 50% (fifty percent) of the Owners' Share comprised in the 1st (first) installment received from every Intending Transferee until receipt of 50% (fifty percent) of the Security Deposit; and
 - 10% (ten percent) of the Owners' Share comprised in the 2rd (second) installment received from every Intending Transferee until receipt of 60% (sixty percent) of the Security Deposit; and
 - 20% (twenty percent) of the Owners' Share comprised in the 3rd (third) installment received from every Intending Transferee until receipt of 80% (eighty percent) of the Security Deposit, and
 - (twenty percent) of the Owngrs' Share comprised in the installment received from every Intending Transferee at the time of hand over of possession to such Intending Transferee of the concerned unit/space/ apartment until receipt of 100% (hundred percent) of the Security Deposit.

and the Owners shall not and hereby covenant and undertake not to make and/or set up and/or raise any claim or demand or action contrary thereto, it being clarified that the above adjustments shall cease immediately on repayment of the entire Security Deposit to the satisfaction of the Developer.

Article 5 Obligations of the Parties

5.1 Obligations of the Owners

Each of the Owners jointly and severally, hereby agree, undertake, covenant and confirm to the Developer as follows:



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a) the Owners shall

- Owners in the records of each of the concerned authorities including but not limited to the concerned Block Land & Land Reforms Office and the concerned panchayar and the development authority and the Bidhan Nagar Municipal Corporation provided that the Bidhan Nagar Municipal Corporation has commenced the process of mutation, amongst others, at the cost of the Developer; and
- cause Conversion of each of the concerned Land Parcels to enable commercial exploitation thereof at the cost of the Developer within 60 (sixty) days from the date of obtaining mutation certificate; and
- obtain in respect of the Subject Land, necessary clearances and/or no objection certificates from each of the concerned authorities and/or bodies and/or departments including but not limited to, the competent authority under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976, the West Bengal Land Reforms Act, 1955, and all applicable land laws including those pertaining to the applicable land ceiling limits prescribed under the several statutes prevaiting and/or in force in the State of West Bengal; and
- iv) construct around the Subject Land, a brick boundary wall of a minimum height of 8 (eight) feet, with the beams and concrete columns at the cost of the Developer; and
- v) make payment of all the Outgoings together with the interest and penalty thereon, if any, in respect of each of the Land Parcels as the case may be, and obtain all necessary clearances, no outstanding certificates etc. from each of the concerned authorities and/or bodies and/or departments; and
- vi) cause, if so requested by the Developer, consolidation of each of the Land Parcels into a single land parcel and/or in such a manner as may be determined by the Developer and further do, execute and perform such acts, deeds and things whereby each of the Land Parcels may be developed in such a manner as may be determined by the Developer, and if so requested for by the Owners, the Developer may, at the cost of the Owners, assist the Owners in the documentation pertaining to such consolidation; and
- b) to apply for and obtain at their own cost and expense, all such written consents, permissions, no-objections etc. from Governmental Authorities and/or such other statutory or other bodies as may be required for the development and marketing of the Project, and further to execute and/or cause the Governmental Authorities and/or the aforesald statutory or other bodies to execute such deeds, documents etc. as may be required, all as mutually agreed between the Parties hereto; and
- c) to establish and maintain at their own cost and expense, free, clear and marketable



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title to/over/in respect of each of the Land Parcels, and further to keep and/or take steps to ensure that each of the Land Parcels are at all times free from all Encumbrances whatsoever or howsoever, and each of the Owners shall keep the Developer fully safe, harmless and indemnified in respect thereof; and

- d) to ensure that the use, access, physical control of etc. of the Developer and/or the and such Persons as identified by the Developer ("Identified Persons") over/in respect of the entirety of each of the Land Parcels and/or the Subject Land is not hindered or impeded or obstructed in any manner whatsoever only for the purpose of development and completion of the project; and
- e) to continue to remain liable and responsible to pay and bear the entirety of the Outgoings for the period upto the date of sanction of the plan in respect of the Project irrespective of when the bills/demands for the same are received/raised, and the Owners shall keep the Developer fully safe, harmless and indemnified in respect thereof; and
- none of the Owners shall themselves nor permit the other Owner to:-
 - (i) convey, assign, alienate or part with possession or deal with or Transfer any interest or create any Encumbrance(s) in/over; (i) any part or portion of any of the Land Parcels; and/or (ii) the rights, title and interest of the Owners over/in respect of any part or portion of any of the Land Parcels, in favour of any Person, save in the manner specified in this Agreement and/or as determined by the Developer and/or as mutually agreed in writing between the Parties;
 - (ii) create a charge and/or lien and/or Encumbrance over and/or in respect of the Owners' Share to the extent the same is to be applied towards adjustment of the Security Deposit, and the Owners shall deal with the Owners' Share only in the manner and subject to the terms stipulated berein;
 - (iii) induct any Person into any part or portion of the Subject Land;
 - (iv) cause any obstruction or interference or impediment in the construction, development execution and implementation of the Project and/or in the exercise of the Development Rights by the Developer; and
- g) from time to time and within such time frames as may be determined by the Developer, to sign, execute and deliver such applications, plans, instruments, papers, deeds and documents, and undertake and execute all such acts, deeds and things as may be requested by the Developer from time to time for submission to any statutory or competent authority or otherwise, or for any other purpose as the Developer may determine, in order to enable the Developer to exercise its rights and/or to fulfill its obligations stipulated herein, and further the Owners shall provide the Developer with any documentation and information relating to any part or portion of the Subject Land as may be required by the Developer from time to time;
- as and when required by the Developer, to appear before the concerned Governmental Authorities and/or government departments and/or officers and also all other state, executive, judicial or quasi-judicial, municipal and other authorities



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and all courts and tribunals, for all matters connected with the Subject Land and/or in relation to the execution and implementation of the Project;

- to act and co-operate in good faith with the Developer in all respects for the execution and implementation of the Project in terms of this Agreement, and provide all assistance as may be required/requested by the Developer to enable the Developer to implement and complete the Project;
- j) to execute and deliver registered and unregistered power(s) of attorney (each as determined by the Developer) to authorise and empower the Developer and/or the nominee(s) of the Developer, as may be required by the Developer for carrying out various acts, deeds and things in respect of the development and implementation of the Project and to also deal with the same;
- k) be and remain jointly and/or severally liable and responsible for respective Land Parcels comprising the Subject Land including the clear and marketable title of each of the same, despite the fact that each of the Owners may not have any absolute or any nature of right or title or interest in/on/to/over/in respect of each of the Land Parcels:
- to comply with and fulfill each of their respective obligations as stated elsewhere in this Agreement.

5.2 Obligations of the Developer

Subject to compliance by the Owners of each of their obligations stated herein to the satisfaction of the Developer, and further subject to circumstances amounting to Force Majeure and/or circumstances beyond the control of the Developer, the Developer will:

- apply for sanction of the plan for the Project within 1 (one) month from the date of obtaining all permissions and elegrances as may be required for applying for such sanction;
- apply for and obtain all permissions and clearances required to commence the development of the Project as ascertained by the Developer, save those the procurement whereof are the responsibility and liability of the Owners;
- e) subject to circumstances amounting to Force Majeure and/or circumstances/events beyond the control of the Developer endeavor to develop 70% (seventy percent) of the Project or part thereof, as the ease may be, in such several phases of such duration as may be determined by the Developer at its sole and absolute discretion, within a period of 4 (four) years from the date on which the last of the clearances required to commence construction is received by the Developer, subject to a grace period of 6 (six) months thereafter, it being agreed and understood that the development of the balance 30% (thirty percent) of the Project shall be dependent on and driven by the then prevailing market conditions;
- remain responsible for maturial compliance with all statutory requirements, whether local or state or central, in respect of the construction and development of the Project;



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- bear, incur and pay all the costs, charges and expenses towards the construction, erection and development of the Project, material costs, labour costs and all ancillary costs for construction of the Project, including the fees payable to the architects, contractors, builders, surveyors and consultants;
- make proper provision for accurity as may be determined by the Developer;
- g) periodically or as and when reasonably requested by the Owners' Authorised Representative, inform the Owners' Authorised Representative about the progress of the Project;
- b) pay and bear all the Outgoings in respect of the Land Parcels comprising the Subject Land commencing on and from the date of sanction of the plan in respect of the Project till the date of completion of 65% (sixty five percent) of the Project, as stated hereinobove, as certified by the architect of the Project.

Article 6 Development of the Project

- 6.1 For the purpose of undertaking development of the Project, the Developer shall be entitled for:
 - i) appoint its own professional team; and
 - subject Land subject to and/or accordance with the provisions of Clause 3.2 hereinabove provided that if any additional floor area ratio beyond what has been stipulated in Clause 3.2 hereto becomes available due to a change in the government policies or municipal rules, then subject to the Developer opting to consume/use such additional floor area ratio (which decision of the Developer shall be final and binding on the Owners) such additional floor area ratio shall be shared between the Owners (collectively on the one hand) and the Developer (on the other hand) in the ratio of 43:57 respectively subject however to the Owners paying the entire cost/fees if any payable for availing such additional floor area ratio, whereupon the Developer will bear the cost of construction and development in the terms of this Agreement.
- 6.2 Each of the Owners further covenant and undertake as follows:
 - i) that the Owners have due-notice and knowledge of the Abutting Land Agreement;
 - that neither of the Owners have nor shall claim, demand etc. any manner/ nature of right, title, interest etc. of any ground Whatsoever or howsoever in/over/to/in respect of any part or portion of the Project and/or areas, facilities, utilities etc. which is/are not constructed/situate/lying on/at the Subject Land save and except only such limited rights (as determined by the Developer at its sole and absolute discretion) in respect of only of such of the Commonly Used Areas. And Facilities as may be specifically identified by the Developer at its sole and absolute discretion, and the Owners shall not make/raise/set up any claim, demand, action, etc. contrary to the aforesaid.



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iii) that notwithstanding the provisions of Clause 6.2(i), neither of the Owners shall raise/make/set up/create any hindrance, obstruction, objection, impediment, restriction, prohibition etc. of any manner/nature on any ground whatsoever or howsoever to:

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- the amalgamation, consolidation, connection etc. of the entirety and/or any part or portion of the Subject Land with the entirety and/or any part or portion of the Abusting Land and/or any building(s), structure(s) etc. constructed and/or standing thereon;
- the use/application of any part or portion of the Subject Land to use/access any part or portion of the Abutting Land and/or any building(s), structure(s) etc. constructed and/or standing thereon;
- c) the joining of and/or making available the several facilities, amenities etc. including the Commonly Used Areas And Facilities provided/available at/to the Subject Land with/to any part or portion of the Abutting Land and/or any building(s), structure(s) etc. constructed and/or standing thereon;
- d) the grant by the Developer to/in fayour of any Person(s) of any right, interest, title etc. in/over/to/in respect of any part or portion of the Project and/or the areas, facilities, utilities etc. which is/are constructed/situate/lying on/st any part or portion of the Subject Land.

each of the above in such a manner as the Developer may determine and/or deem fitand proper at its sole and absolute discretion, and each on such terms and conditions and in lieu of such fees, consideration, charges etc. as the Developer may deem fit and proper at its sole and absolute discretion, with the absolute and irrevocable right of the Developer to receive and appropriate the entirety of such fees, consideration, charges etc.

- 6.3 It has been agreed and understood between the Parties that the right granted to use, access, retain physical control of/over the Subject Land will not be construed as delivery of possession under Section 53A of the Transfer of Property Act, 1882, read with Section 2(47)(v) and (vi) of the Income Tax Act, 1961, it being further clarified that the legal physical possession of the Subject Land shall remain and continue to remain with the concerned Owner(s) until the date of completion of 65% (sixty five percent) of the Project, on which date the legal physical possession of the each of the aforesaid shall vest jointly with the Owners and the Developer, save and except the areas if any already handed over to any Intending Transferee(s).
- 6.4 It is further clarified that upon earlier termination of this Agreement, the Developer shall continue to be the absolute owner of all improvements on the Subject Land and the Owners shall not be entitled to demolish, remove or otherwise interfere with or restrict the use of the improvements on any portion of the Subject Land unless the Owners acquire all the rights, ritle and interest in such improvements by paying the Developer the market value for such improvements as determined by the Valuer.

Article 7

Borrowing and funding for the Project

7.1 The Developer may raise fund for the project (project finance) from any Banks and/or Financial Institutions/NBFC/Private Equity Fund (Financer) upon such terms and conditions



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as may be applicable. Such finance may be secured by mortgaging the said project land belonging to the Owners in favour of any bank/ financial institution by deposit of original title deeds of the said project land and the originals of other deeds and documents by way of Equitable Mortgage and/or by executing Simple Mortgage and/or by creating English mortgage. Further the Developer may execute my document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposit of title deeds, deliver the title deeds and to receive back the title deeds etc. Further the Developer shall create charge in respect of its share of revenue or allocation in the project without creating any charge / liability in respect of Owners share of revenue or owners' allocation in the project. Further, the Developer may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposit title deeds, deliver the title deeds and to receive back the title deeds, confirmation of deposit title deeds, deliver the title deeds and to receive back the title deeds, etc.

- 7.2 It is clarified and understood that for the aforesaid purpose of raising funds, the Developer shall also be entitled to create a charge/mortgage/Encumbrance on all and/or any of the building(s) and other construction(s) and/or structure(s) constructed/erected on the Subject Land, and each of the Owners shall execute and/or cause the execution of such documents and deeds, and furthermore shall do, execute and perform and/or cause the doing, execution and performance of such acts, deeds and things as may be requested for from time to time by the Developer in respect thereof.
- 7.3 The Developer shall remain liable and responsible for the repayment of the aforesaid specific borrowings and shall keep each of the Owners safe, harmless and indemnified in respect thereof, it being agreed and understood that no charge shall be created over the Owners' Share for such borrowings.
- 7.4 Each of the Owners also undertake to execute, submit and make all statutory filings pertaining to the creation of the aforesaid mortgage, charge etc. pertaining to their respective Land Parcels, it being clarified for the avoidance of any doubt that the finance raised by mortgage, charge etc. of the Subject Land will be used only and exclusively for the Project, and such funds will not be diverted for any other project or purpose where any of the Owners do not have any interest.
- 7.5 The Owners shall also provide and render all necessary co-operation and assistance to the Developer as may be required to amend or extinguish any of the aforesaid mortgage rights and/or other Encumbrances.

Authority

- 8.1 Authority in favour of the Developer
- 8.1.1 In order to facilitate the Developer to undertake the Project and/or for speedy construction, creetion, completion and implementation of the Project, and to, inter alia:
 - (a) exercise the Development Rights;
 - (b) exercise the rights granted under Article 7 hereinahove;



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- (c) sell, license, lease, Transfer, Encumber or otherwise dispose of and/or deal with and/or alienate and/or create Third Party rights, interest over/in respect of:
 - (i) any part or portion of the Subject Land and/or the Project; and/or
 - (ii) an undivided share in any part or portion of the land comprised in each of the Land Parcels.

then without prejudice to and in addition to each of the other powers, rights and authorities granted by each of the Owners in favour of the Developer, each of the Owners hereby and hureunder appoint the Developer, as their respective constituted attorney and authorized representative, inter alia for each of the aforesald purposes in respect of each of their respective Land Parcels, and unconditionally grant to unto and in favour of the Developer the irrevocable powers stated in the Fifth Schedule hereunder written, and further the Owners have on the Execution Date also granted several irrevocable powers in favour of the Developer and/or the nominee(s) of the Developer by way of separate power(s) of attorney, each with the intern and purpose that each of the Owners shall be bound by each of the acts done, executed and performed by the Developer in pursuance of such powers, and further each of the Owners hereby mitify and confirm and agree to ratify and confirm to be bound by all and whatsoever the Developer shall do or cause to be done in exercise of all the powers granted under these presents and/or in pursuance hereof, it being further agreed and understood that the grant of the aforesaid powers by the Owners shall not in any manner derogate from and/or absolve the Owners of any of their several obligations.

- 8.1.2 Each of the Owners hereby agree to execute and register further requisite documents, including specific power(s) of attorney as may be required by the Developer from time to time, it being agreed that in the event any the abovementioned powers/authorities are granted/delegated by the Developer to any nominee(s) of the Developer, then the Developer shall keep the Owners indemnified against any loss and damage that may be suffered or incurred or sustained by the Owners due to any established prejudicial acts of such nominee(s) of the Developer.
- 8.1.3 Each of the Owners acknowledge and accept that on and from the Execution Date, and further by virtue of this Agreement, the Developer has acquired a substantial interest and right in each of the respective Land Parcels of the concerned Owners, and thus, each of the powers granted in favour of the Developer including those under these presents as also under the abovementioned and several other powers of attorney that may be executed from time to time, being coupled with interest and consideration, are and shall at all times remain irrevocable.
- 8.1.4 It is further agreed and understood that the powers granted by the Owners to the Developer shall not absolve the Owners from their respective liability and responsibility to make, file and obtain necessary sanctions, permissions etc., save those which are exclusive responsibility of the Developer, and to do, execute and perform such acts, deeds and things as may be requested from time to time by the Developer, as also to fulfill and perform each of their several obligations and duties as stipulated in this Agreement.
- 8.1.5 It is further clarified and understood that despite the grant of the aforesaid authorities in favour of the Developer, the Owners shall, as and when requested by the Developer, themselves sign, execute and register/lodge for registration such deeds, documents, applications, etc. as may be requested from time to time by the Developer.



8.2 Owners' Authorised Representative

- 8.2.1 Each of the Owners, vide respective resolutions passed in their respective board meetings and shareholders' meetings and/or partners' meetings, as the case may be, have jointly and/or severally authorized and empowered the Owners' Authorised Representative to take all decisions etc. for and on behalf of each of the Owners, each of which decisions shall be tinal, conclusive and binding on each of the Owners.
- 8.2.2 The Owners' Authorised Representative shall also be present, as and when requested by the Developer, for the execution and registration of any deeds, documents, applications etc.
- 8.2.3 Any notice given to any of the Owners' respective Authorised Representative shall be deemed to have been given/issued to the Owners.
- 8.2.4 The Owners shall be entitled to replace the Owners' Authorised Representative by a notice in writing, duly received by the Developer, provided that all the acts, deeds, things etc. done, executed and performed by the outgoing Owners' Authorised Representative shall continue to bind each of the Owners.

Article 9 Title of the Land Parcel(s)

- 9.1 The Owners have confirmed that, the title of the Owners' with respect to their respective Land Parcel is free from all encumbrances and further the Developer on being prima facie satisfied with the title of the Owners have entered into this Agreement. However, the Owners shall always be responsible towards title of the Subject Land.
- 9.2 The entering into the transaction stated herein and/or the conduct of the due-diligence investigations shall not derognte from the rights of the Developer under this Agreement, nor from any future claims of the Developer in respect of any defects, issues etc. or the failure of the Owners to meet any obligation under this Agreement.
- 9.3 In the event at any time any of the Parties hereto become aware of any Encumbrance to and/or defect in the title of and/or any other issue pertaining to any of the Land Parcels and/or in the event any Encumbrance(s) and/or defect(s) in the title of any Land Parcel and/or any other issue is ascertained by the Developer, the concerned Party shall immediately inform any of the Owners' Authorised Representative or the Developer, as the case may be, of the same.
- In the event the Developer is of the opinion that any Encumbrance to/over and/or title detect and/or any other defect, issue etc. in any of the Land Parcels severally or materially affects the rights and/or interests of the Developer, the Parties shall munually discuss the mode, manner and the time period within which such Encumbrance and/or defect and/or issue is to be resolved/rectified by the Owners at the cost and expense of the Owners, such that the rights and interests of the Developer to/over the Subject Land as also the right of the Developer to develop and deal with the Project is and remains unbindered and without any Encumbrance. The Owners shall resolve/feetify such Encumbrance(s) and/or defects to the satisfaction of the Developer ("Title Rectification") within the aforesaid mutually agreed time period ("Rectification Period").



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9.5 Without prejudice to the rights of the Developer including those as stipulated in Article 15 hereinbelow as also the obligation of the Owners as stipulated herein, in the event the Owners fail and/or neglect to carry out the Title Rectification within the Rectification Period, the Developer shall be entitled, as the constituted attorney and agent of each of the Owners, to do, execute and perform at the cost, expense, risk and liability of the Owners. such acts, deeds and things for and behalf of each of the Owners, to carry out such Title Rectification including but not limited to executing and registering necessary deeds and documents, and on and from the Execution Dose, each of the Owners appoint the Developer as their respective constituted attorney and authorized representative, inter alia for the aforesaid purpose in respect of each of their respective Land Parcels, and unconditionally grant to, unto and in favour of the Developer irrevocable powers in respect thereof. Each of the Owners shall be bound by each of the acts done, executed and performed by the Developer in pursuance of these powers, and further each of the Owners, ratify and confirm and agree to ratify and confirm and to be bound by all and whatsoever the Developer shall do or cause to be done in pursuance of the aforesaid powers.

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9.6 In the event that the encumbrance and/or defect is not resolved/rectified to the satisfaction of the Developer within the Rectification Period and the Developer determines that the encumbrance and/or defect is material, then it may exercise the right to terminate this Agreement, which would entail the consequences enumerated in Article 15 hereinbelow.

Article 10 Documentation

- 10.1 The Developer shall have the right to enter into, sign, execute and deliver all documents, deeds, etc. for the sale/Transfer etc. of any space, area, unit, open or covered area(s), etc. and/or for granting any manner of right or interest in/to and/or the permission to use any space or area (open or covered) at any part or portion of the Project in terms of these presents and/or in respect of any part or portion of the Subject Land, each in its own name, in such a manner as the Developer may determine at its sole and absolute discretion.
- 10.2 The format and contents of each of the agreements, deeds, documents etc. pertaining to the Transfer/alienation of any part or portion of the Project shall be such as determined by the Developer, it being agreed that the conveyance in favour of the Intending Transferee(s) shall be executed only after completion of the Project.

Article 11 Management and maintenance of the Project

11.1 It is agreed that the Developer shall manage, maintain and administer the Project until formation of the Organisation, and after formation of the Organisation, the management and maintenance of the Project shall be entrusted to the Organisation subject to and in accordance with the terms in respect thereof as stipulated by the Developer.

Article 12 Other terms and conditions

12.1 Each of the Owners confirm that none of the Owners have any objection on any ground whatsoever or howsoever to the Developer developing the Abutting Land with the Abutting Land Owners, or to the understanding arrived at between the Developer and the Abutting Land Owners in respect of development of the Abutting Land, and the Developer will ensure that the Abutting Land Owners cause no obstruction or hindrance in the development.



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of the Project, and thus each of the Owners covenant and undertake not to set up/make/initiate any action, claim, demand etc. contrary to the aforesaid, it being clarified that the Owners shall not be entitled to any part or portion of the revenues, sale proceeds etc. that may be generated from the development of the Abutting Land and/or the portion of the Project situate/constructed thereon.

Article 13 Representations and warranties

- 13.1 Each Party hereby represents and warrants to the other Parties as under:
 - 13.1.1 It is respectively duly organized and validly existing under the laws of India, and respectively has the full power and authority to enter into this Agreement and to perform its respective obligations under this Agreement; and
 - 13.1.2 the execution and delivery of this Agreement and the performance by each Party of its respective obligations under this Agreement has been duly and validly authorised by all necessary corporate actions on the part of such Party, and if called upon, each Party(ies) shall provide copies of all documents in support thereof to the other Party(ies); and
 - 13.1.3 this Agreement constitutes a legal, valid and binding obligation of each Party enforceable against it in accordance with its terms; and
 - 13.1.4 the execution, delivery and performance by each Party of this Agreement and the acts and transactions contemplated hereby do not and will not, with or without the giving of notice or lapse of time or both, violate or conflict with or require any consent under or result in a breach of or default under:
 - Applicable Law; and/or
 - ii) any order, judgment or decree applicable to it; and/or
 - any term, condition, covenant, undertaking, agreement or other instrument to which it is a party or by which it is bound; and/or
 - any provision of its respective memorandum and articles of association, if any, or any other similar constitutional documents.
- 13.2 Each of the Owners while repeating, reiterating and confirming each of the representations and warranties emmerated in Recital A of this Auteement, further represent, undertake and warrant the following, it being acknowledged by each of the Owners that the Developer considers the accuracy of the representations and warranties made/given by the Owners to be an important and integral part of this Agreement, and the Developer has entered into this Agreement in reliance thereof;
 - that the entirety of the Subject Land is held and/or owned by the concerned Owners in compliance with all applicable land laws including but not limited to the applicable land celling limits prescribed under the several statutes, and further the title of each of the concerned Owners to their respective Land Parcels comprising the Subject Land is free, clear, unencumbered and marketable; and



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- that each of the concerned Owners respectively have the full right and absolute power and authority to deal with their respective Land Parcels comprising the Subject Land; and
- (ii) that there is no embargo on any of the Owners from dealing with their respective Land Parcels comprising the Subject Land and/or from Transferring and/or alienating the same in any manner whatsoever or howsoever; and
- that each of the concerned Owners are in compliance in all respects with all the terms and conditions contained in each of their respective concerned Title Deeds, and the applicable stamp duty on each of such documents has been duly paid, with each of such documents having been duly registered with the registrar of competent jurisdiction pursuant to the applicable requirements under the Indian Registration Act, 1908; and
- v) that save and except the concerned respective Owners, no other Person and/or Third Party has any manner of right or title or interest or claim or demand over or in respect of any of the Land Parcels comprising the Subject Land and/or any part or portion thereof; and
- vi) that none of the Owners have dealt with any part or portion of their respective Land Parcels, and further none of the Owners have in any manner created any Third Party right or title or interest or Encumbrance therein/thereon, or entered into any agreement, contract etc. in respect thereof; and
- that no part or portion of any of the Land Parcels is nor ever was the subject of any acquisition and/or alignment by any Governmental Authority and/or anybody and/or authority, statutory or otherwise, and further none of the Owners nor their respective predecessors-in-interest/ title have/had received any notice of acquisition and/or alignment in respect of any part or portion of their respective Land Parcels comprising the Subject Land, and there are no claims from any authority nor are there any proceedings pending nor have any proceedings in relation thereto been initiated by any Person and/or under any Applicable Law, and the Owners are neither aware of nor have knowledge of any circumstances or facts or matters which are likely to give rise to any such notices of claims or proceedings; and
- viii) that neither any of the Title Deeds nor any other document in respect of any part or portion of any of the Land Parcels have/him been deposited in favour of any Third Party or Person with the intention of creating an equitable mortgage or as security for performance of any act or for payment til any money or otherwise; and
- that each of the respective Land Parcels are free from any land charge, and all the Outgoings (save and except the rates and taxes payable to the Bidhan Nagar Municipal Corporation) have been paid in full by the concerned Owners till the Execution Date, and the Owners covenant and undertake to make payment of the rates and taxes payable to the Bidhan Nagar Municipal Corporation as soon as the demand for the same is raised by the said corporation, and each of the Owners shall keep the Developer fully safe, harmless and indemnified in respect thereof; and
- that there is no manner of boundary dispute in respect of any of the Land Parcels;
 and



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- xiv) that no Person(s) whosoever has/have ever claimed any right of pre-emption over or in respect of any of the Land Parcels or any part thereof, and there are no outstanding actions, claims or demands from/with any Third Party in respect of any Land Parcel; and
- xv) that no part or portion of any of the Land Parcels was or is subject to any attachment under the provinions of the Public Domand Recovery Act. 1913 and/or under the Income Tax Act, 1961 and/or under any statute (central or state or local) for the time being in force; and
- that no right or easement that may be required for execution of the Project and/or apportenant to and/or benefitting each of the Land Parcels is restricted in any manner, and such rights and easements are enjoyed freely without interruption and without restrictions as to hours of use or otherwise, and no Person or Governmental Authority has any right to terminate or curtail a right or easement appurienant to or benefiting any of the Land Parcels; and
- that none of the Owners hold any excess land under the provisions of any statute (central or state or local); and
- xviii) no part or portion of any of the Land Parcels has ever been vested or been the subject matter of any vesting proceedings; and
- xix) that the provisions of the East Kolkata Wetlands (Conservation and Management)

 Act, 2006, do not apply to any of the Land Purcels; and
- xx) that there are no legal or other proceedings pending in respect of any part or portion of any of the Land Parcels, nor have any of the Owners and/or their respective predecessors-in-interest/title received any written threat of any such proceeding(s), and there are no unfulfilled or unsatisfied judgments, injunctions or attachments, court orders, debts, notices etc.; and
- that, no other means of access to the Subject Land is shared with or subject to rights
 of determination or requires payment to any Third Purty; and
- that there is no impediment in carrying out the mutation and/or Conversion of any of the Land Parcels; and
- xxiii) that the Subject Land is capable of being developed as a composite unit including by way of consolidation of each of the Land Parcels into one amalgamated land parcel and/or by way of amalgamation/consolidation with the Abutting Land and/or any part or portion thereof; and
- xxiv) that each of the concerned Owners have respectively been in and continue to be in continuous peaceful, vacant and physical possession of their respective Land Parcels, without any hindrance or impediment; and
- that as on the Execution Date there is no water body or pend or wetland within the Subject Land or any part or portion thereof; and



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xxvi) that no Third Party has claimed or acquired any manner of right in any of the Land Parcels by way of adverse possession or otherwise; and

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- xxvii) that none of the Land Parcels are subject to any covenants, restrictions, stipulations, easements, options, rights of pre-emption, adverse estate, right or interest, licenses, grants, exceptions or reservations or other such rights (whether legal or equitable), the benefit of which is vested in or is intended to vest in Third Parties or is subject to any other rights or arrangement in favour of any Third Party (whether in the nature of a public or private right or obligation), and further there is no agreement to create the same; and
- acceptant or portion of the Subject Land is affected by any notice or scheme of any local development authority or Governmental Authority; and
- xxix) that compliance is being made and has at all times been made and shall be continued to be made with all Applicable Laws, statutes, by-laws, permits, obligations, statutory instruments and requirements with respect to each of the Land Parcels, its ownership, rights, title and interest, occupation, possession and use; and
- xxx) that there is no matter which may adversely or materially affect the value of any of the Land Parcels and/or the development, usage or enjoyment of any of the Land Parcels, or cast any doubt on the rights granted to the Developer in terms hereof; and
- that there are no outstanding or pending actions, disputes, claims or demands of any description whatsoever or howsoever in relation to the Subject Land including but not limited in respect of the title of/to each of the Land Parcels and/or the use thereof, and the Owners are neither aware of nor have knowledge of any circumstances or facts or matters which are or could be likely to give rise to any actions, disputes, claims or demands of any description whatsoever; and
- that there is no order of any court or of any other statutory authority prohibiting sale and/or Transfer and/or alienation of any part or portion of any of the Land Parcels; and
- xxxiii) that each of the Owners shall comply with all Applicable Laws, regulatory requirements, standards, guidelines and codes of practice in connection with the performance of their obligations under this Agreement, and further shall not do or permit anything to be done which may cause or otherwise result in a breach of this Agreement or cause any detriment to the transaction stated herein; and
- exercise producessors-in-interest/ title received any written notice of any of the aforesaid and/or any other notice which may prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, or the transactions stated herein and/or which may enjoin, restrict or prohibit the performance by the Owners of their respective produces of any of the safety of the state of the



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- and/or prevent the Owners from fulfilling their obligations set out in this Agreement and/or arising from this Agreement and/or which may in any manner affect or impact the Subject Land and/or the rights granted herein; and
- xxxv) that there is no dispute, issue etc. with any tax authorities and/or any official department(s), in India or elsewhere, which may in any manner affect or impact any of the Land Parcels and/or the rights granted herein, and none of the Owners are aware of any facts which may give rise to such dispute, issue etc.; and
- excevi) that no notice, order, judgment, demand or letter requiring the taking of remedial or other action has been served on or received by any of the Owners, which may in any manner affect or impact any of the Land Parcels and/or the rights granted herein; and
- xxxvii) that each of the Owners have a clear and unencumbered right to develop and deal with. Transfer, sub-lease, assign, alienate, mortgage, Encumber their respective right and interest in/over/in respect of their respective Land Parcels and every part and portion thereof and the structures to be constructed thereon in such a manner as the Developer may determine, without payment of any premium/consideration to any authority/body, Third Party, Person etc.; and

xxxviii) that in relation to each Land Parcel:

- save and except construction of the boundary wall no activities including any construction and/or development activities have been undertaken;
- all the terms and conditions in relation to each Land Parcel are respectively contained in their respective Title Deeds and there are no other agreements, documents or letters relating to or affecting the same;
- each of the concerned Owners have in their respective possession, all the original deeds, documents and writings which are necessary to prove their respective right, title and interest to their respective Land Parcels;
- d) the Owners have not received any communication and/or notice from any Governmental Authority which are the effect of or would or could have the effect of impacting the rights of the Owners to their respective Land Parcel, as the case may be, in any manner whatsoever, and further the Owners are neither aware of nor have any knowledge of any circumstances or facts or matters which are likely to give rise to the issuance of any such communication and/or notice;
- e) none of the Owners have made and/or submitted (whether in writing or orally) any undertakings, affidavits, indemnities, representations, etc. to any Governmental Authority and/or any Third Party in respect of any part or portion of any Land Parcel by virtue whereof any manner of Encumbrance may have been created over/in respect of any part or portion of any of the Land Parcels;
- f) no application has been made or filed for sanction of any plan;



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- save the rates and taxes payable to the Bidhan Nagar Municipal Corporation, as on the Execution Dure, no amount is due and payable to any Governmental Authority on any account whatsoever or howsoever.
- there is no pending liability in respect of any part or portion of any of the Land Parcels;
- i) no Person has challenged the right, title and finerest of any of the Owners to any part or portion of their respective Land Parcels on any ground whatsoever, and the Owners are neither aware of nor have any knowledge of any circumstances or facts or matters which are likely to give rise to any challenge; and
- xxxix) that none of the Owners shall do any act, deed or thing whereby the Owners or the Developer are in any manner prevented from performing their respective obligations herein and/or which may affect the proposed development of the Project; and
- xI) that each of the representations and warranties contained herein and/or recorded anywhere in this Agreement are true and correct and shall survive and subsist at all times, and are not/shall not be diluted or qualified by any due diligence exercise that may have been/shall be conducted or undertaken by the Developer.

Article 14 Title Deeds

14.1 It is recorded that simultaneously with the execution of these presents, each of the concerned Owners have handed over to the Developer, represented by Mr. Surendra Kumar Dugar, son of Late J.M. Dugar, working for gain at 1002 E.M. Bypass, Front Block, Kolkata - 700 105, the originals of each of their respective Title Deeds as and by way of security to inter alia enable the Developer to deposit the same for creation of equitable mortgage by deposit of title deeds in terms of these presents. In case the Developer fails to repay the loan to the financial institution the Developer shall be liable to obtain NOC from the bank/financial institution with respect to Owners' Share and shall also liable to compensate the Owners' and shall keep indemnified the Owners of and from all loss and damage as to be accrued with regard thereto.

Article 150

Defaults and consequences

15.1 Owners' Event of Default and consequences ...

15.1.1 Owners' Event of Default

In addition to and without prejudice to any of the events stipulated in this Agreement as being an event of default committed by the Owners, the occurrence of any of the following events by any of the Owners shall be deemed to be an event of default by the Owners ("Owners' Event of Default"):-

15.1.1.1 any of the Owners full to fulfill any of their obligations stipulated in this Agreement to the satisfaction of the Developer within the respective time period(s) stipulated for the same;



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- 15.1.1.2 on it being ascertained by the Developer that any part or portion of any Land Parcel is not free from Encumbrance(s) and/or the title thereof is not clear and/or marketable and/or the same suffers from any defect, issue etc. as ascertained by the Developer;
- 15.1.1.3 failure of the Owners to carry out the Title Rectification within the Rectification Period to the complete satisfaction of the Developer;
- 15.1.1.4 any of the Owners commit any default or breach of any of the covenants and/or undertakings contained in this Agreement and/or of any provision of this Agreement whether by way of any acts of omission or commission;
- 15.1.1.5 any misrepresentation made by any of the Owners;
- 15.1.1.6 any wilful misconduct by any of the Owners;
- 15.1.1.7 any change in the constitution and/or the shareholding pattern and/or the control of any of the Owners without the prior written consent of the Developer, such that [*] together with his respective nominees, associates etc. no longer directly or indirectly controls 51% (fifty one percent) of the shareholding of each of the Owners;
- 15.1.1.8 any of the Owners has:
 - 15.1.1.8.1 a liquidator or provisional liquidator appointed over its assets or undertaking or any part of them; and/or
 - 15.1.1.8.2 ceased to pay its debts or suspended payment generally or would cease to carry on its business or become or be unable to pay its debts as and when they become due and payable; and/or
 - 15.1.1.8.3 an order of bankruptoy, dissolution, liquidation or winding-up being passed against it; and/or
 - 15.1.1.8.4 entered into or resolved to enter into an arrangement, composition or compromise with, or assignment for the benefit of its creditors generally, or any classic creditors, or proceedings are commenced to sanction such an arrangement, composition or compromise other than for the purposes of a bona fide scheme of reconstruction or amalgamation with the prior written consent of the Developer,

it being clarified that any acts of commission or omission by any one of the Owners and/or by the men, servants, employees, personnel etc. of any of the owners shall be deemed to be acts of commission or omission, as the case may be, by each of the Owners.

15.1.2 Consequences on the occurrence of an Owners' Event of Default

15.1.2.1 Upon the occurrence of an Owners' Event of Default, at the sole and exclusive option of the Developer, the Developer shall be entitled to:

either:



grant such period to the Owners, as the Developer may ascertain to enable the Owners to remedy/cure the breach or default to the satisfaction of the Developer ("Owners' Cure Period"); or

terminate this Agreement,

it being agreed and understood that the Developer shall also be entitled to terminate this Agreement on the failure of the Owners to remedy/cure the Owners' Event of Default to the satisfaction of the Developer within the Owners' Cure Period.

- 15.1.2.2 Upon the Developer exercising the option to terminate this Agreement, then within a maximum period of 120 (one hundred and twenty) days of the Developer calling upon the Owners' Authorised Representative ("Repayment Period"), the Owners shall be bound and obliged to and undertake to refund to the Developer the entirety of the Security Deposit as also each of the further/other amounts that may till then have been expended/disbursed by the Developer together with all costs and expenses incurred by the Developer in pursuance of this Agreement, each together with Interest thereon to be calculated from the date on which the concerned sum/amount was so disbursed/spent by the Developer till the date of receipt thereof by the Developer to the satisfaction of the Developer (collectively "Developer's Dues").
- 15.1.2.3 Upon the failure of the Owners to make payment of the Developer's Dues within the Repayment Period, the Developer shall have the right, without being obliged to give any notice to the Owners and/or to the Owners' Authorised Representative, and without the intervention of any court of competent jurisdiction, to invoke and adjust the Security in such a manner as may be determined by the Developer in lieu of complete or part satisfaction of the Developer's Dues, as the case may be, and each of the Owners hereby and hereunder.
 - waive, of their own volition, the obligation of the Developer to issue any further notice to the Owners and/or to the Owners' Authorised Representative after expiry of the Repayment Period; and
 - accept and consent to the aforesaid right of the Developer, and undertake and eoverant not to make/ruise/set up any claim, demand or action contrary thereto on any ground whatsoever or howsoever.
- 15.2 Developer's Event of Default and consequences
- 15.2.1 Developer's Event of Default

Any of the following shall be deemed to be an event of default by the Developer under this Agreement ("Developer's Event of Default"):-

15.2.1.1 the Developer fails to take any steps in respect of the Project for 3 (three) months from date of sanction of plan and all other clearances for commencement of construction and/or work on the Project stops/is stopped by the Developer for 3 (three) months continuously despite the Owners having fulfilled and complied with each of their obligations as stipulated herein to the satisfaction of the



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Developer, each of the above being subject to and without prejudice to the provisions of Article 9;

- 15.2.1.2 the Developer falls to commence construction of the project within 2 years from the date of execution of the Agreement.
- 15.2.1.3 any change in the consultation and/or shareholding pattern of the Developer such that Mr. Surendra Kumar Dugar, son of Late J. M. Dugar, working for gain at 1002 E.M. Bypass, Front Block, Kolkata 700 105 together with his nominees, associates etc. no longer directly or indirectly controls 51% (fifty one percent) of the shareholding of the Developer;
- 15.2.1.4 the Developer has an order of bankruptey, dissolution, liquidation or winding-up being passed against it.

15.2.2 Consequences on the occurrence of a Developer's Event of Default.

- 15.2.2.1 Upon the occurrence of a Developer's Event of Default the Developer shall within 45 (forty five) days of receipt of a written notice from the Owners' Authorised Representative cure or remedy the Developer's Event of Default ("Developer's Cure Period") provided however that if such default has been caused due to the occurrence of a Force Macjure event and/or circumstances beyond the control of the Developer, the Developer's Cure Period shall commence only after expiry of the concerned Force Macjure event and/or resolution of the intervening circumstance.
- 15.2.2.2 In the event the Developer's Event of Default is not timely cured as provided in Clause 15.2.2.1 hereinabove, the Owners may terminate the Agreement by giving the Developer 30 (thirty) days written notice of such termination.
- 15.2.2.3 In the event of the Owners exercising the right to terminate this Agreement under Clause 15.2.2.2 above, the Owners shall refund to the Developer the entirety of the Security Deposit after deducting a sum of Rs 10,00,000/- (Rupees ten lac) as liquidated damages, within 30 (thirty) days from the date of such termination, delay/failure whereof shall make the Owners liable to pay Interest thereon.

15.3 Termination of the Agreement

15.3.1 It is agreed and understood between the Partie Dat this Agreement shall terminate only after the Developer has certified receipt, to its satisfaction, of the entirety of all its dues, and until such termination, the Developer shall continue to enjoy all rights in respect of the Subject Land, with each of the Owners being bound by each of the covenants, undertakings, restrictions, prohibitions, etc. stipulated herein, it being clarified for the avoidance of any doubt that mere exercise by the concerned Party of its intent to terminate this Agreement as stipulated hereinabove shall not be deemed to be and/or be construed as termination of the Agreement, and furthermore only upon the Developer certifying receipt of all its dues as stated hereinabove, all permissions, clearances and plans procured by the Developer in respect of the applicable portion of the Subject Land will become the property of the Owners.



Adetheral Marrist Sun Hagristres Malarpet New Yelen, North 24-Pas Malarpet LUN 2018 15.3.2 It is further agreed and understood that termination of this Agreement on any ground shall not release the Parties from any Hability which at the time of termination had already accrued or which thereafter may accrue in respect of any act or omission prior to such termination.

Article 16 Mutual convenats

- 16.1 Each of the Parties agree that if at any time during the continuence of this Agreement, the subsistence of any Force Majeure event and/or any event/ circumstance which is beyond the control of the Developer for a continuous period of 90 (ninety) days makes it impossible for the Developer to commence and/or proceed with the Project and/or to perform this Agreement, each as determined by the Developer, then the Developer shall have the right, but not the obligation, to exercise the rights stipulated herein, and further the Developer shall inform the Owners' Authorised Representative of the same in writing, whereupon each of the Parties shall use reasonable efforts to mitigate and overcome the aforesaid events. If possible and/or practicable, and shall co-operate with each other to develop and implement a remedial plan and reasonable alternative measures to remove the effects of the aforesaid. However, should any such event continue for a period of atleast 30 (thirty) days, the Parties shall consult each other regarding the further implementation of this Agreement provided always that in such an eventuality if an agreed arrangement is not arrived at within a period of 45 (forty five) days from the expiry of the aforesaid period of 90 (ninety) days, the Developer shall be entitled to terminate this Agreement.
- 16.2 Upon termination of this Agreement in pursuance of Clause 15.1 above, then within the Repayment Period, the Owners shall be bound and obliged to and undertake to refund to the Developer the entirety of the Security Deposit and to further reimburse to the Developer 50% (fifty percent) of the actual costs and expenses incurred/expended by the Developer in developing any part or portion of the Subject Land and/or towards any construction work undertaken by the Developer at/on any part or portion of the Subject Land.
- 16.3 It is agreed and understood that in the event any part or portion of any Land Parcel is acquired/vested by/in favour of any Governmental Authority provided that such acquiring/vesting has not been occasioned or caused by any of the Owners, then the compensation/award that shall be received as a consequence of such acquisition/vesting shall at the first instance belong to the Developer to be applied towards refund to the Developer of the Security Deposit together with all costs, expenses etc. expended/incurred by the Developer till the date of such award, and only thereafter, the balance, if any remaining, shall belong to the Owners, but without prejudice to the right of the Developer to claim and recover from the Owners and the obligation of the Owners to pay to the Developer, any further costs, expenses etc. not received/accounted for.

Article 17 Indemnity

17.1 In addition to and without prejudice to the indemnity obligations of the Owners as enunciated/stipulated anywhere in this Agreement, each of the Owners hereby jointly and severally agree to indemnify, defend and hold harmless the Developer against and in respect of any and all liabilities, losses, costs, damages, commissions and/or expenses (together with reasonable attorney's fees and disbursement), which may be suffered or sustained by the Developer by reason of: (i) the non-performance and non-observance of any of the terms



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or intentional misconduct by any of the Owners; and/or (iii) breach of the provisions of this Agreement by any of the Owners; and/or (iv) any representation and/or warranty made/given by any of the Owners found to be misleading or untrue or any breach by any of the Owners found to be misleading or untrue or any breach by any of the Owners of any representation and/or warranty contained in this Agreement; and/or (v) any Third Party demand or claim or action in respect of any part or portion of the Subject Land; and/or (vi) any Engumbrance on and/or defect in the title and/or any issue or any claim or demand or legal proceeding in respect of/to any part or portion of the Subject Land; and/or (vii) nequisition and/or requisition and/or attachment and/or vesting of any part or portion of any Land Parcel; and/or (viii) failure by/of any of the Owners to fulfill their obligations under any Applicable Law and/or under this Agreement and/or on account of any claims, damages, payments, charges expenses or recoveries of any kind whatsoever in respect of the Subject Land; and/or (ix) any inter se disputes between any of the Owners on any ground whatsoever or howsoever.

- 17.2 It is clarified that the invocation of indemnity by the Developer against any one of the Owners shall not absolve the other Owner from its respective liability towards the Developer.
- 17.3 The Developer shall remain liable and responsible for due compliance of/with all statutory requirements, whether local, state or central in respect of the construction, development and completion of the Project and/or for any accident and/or mishap which may take place while undertaking the construction and completion of the Project and the Developer shall keep the Owners safe, harmless and indemnified from and against all costs, charges and losses that may be sustained or incurred by the Owners in respect thereof provided that the Developer shall not be liable or responsible for any accident and/or mishap caused due to any internal work permitted by the Developer to be carried out by any Intending Transferce, for which such Intending Transferce shall be and shall remain liable and responsible.

Article 18 Governing Law

18.1 This Agreement shall be governed by and construed in accordance with the laws of India, and the courts at Kolkata shall have the sole and exclusive jurisdiction for all matters pertaining to and/or arising from this Agreement.

Article 19 Notice

- 19.1 All routine correspondence may be carried on by electronic mails, letters, or over telephone. However, each notice, demand or other communication given or made under this Agreement shall be in writing and delivered of sent to the relevant Party to the attention of and at its address by registered post/speed post-with acknowledgement due or by electronic mail as set out below (or such other address or electronic mail id as the addressed has by 5 (five) days' prior written notice specified to the other Parties). Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered:

 (a) if delivered in person or by messenger, when proof of delivery is obtained by the delivering Party; (b) if sent by post, on the 5th (fifth) day following posting; (c) if given by electronic mail, on the date of dispatch.
- 19.2 The initial address, electronic mail id and telephone number of the Parties for the purposes of this Agreement is as follows:



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Owners

Attention : Mr. Ofriraj Bhusra

Address : 6 Kali Krishna Tagore Street Kolkata-700007

Email : giriraj@tilakratan.com Telephone : +918017111115

Developer

Attention : Mr. Sauray Dugar

Address : 1002 E.M.Bypass, Kolkata-700105

Email : saurav@psgroup.in Telephone : +91 9831052524

Article 20 Miscellaneous

20.1 Assignment

None of the Owners shall be entitled to assign or Transfer all or any of their respective rights and/or novate any of their respective obligations under this Agreement to any Third Party without the prior written consent of the Developer. Further, the Developer shall also not be entitled to assign or Transfer all or any of its rights and/or novate any of its obligations under this Agreement to any Third Party without the prior written consent of the Owners' Authorised Representative. For the avoidance of doubt it is clarified that the exercise by the Developer of the specific rights granted elsewhere in this Agreement including but not limited to those stipulated in Clause 2.6 shall not be treated and/or construed as a breach of this covenant by the Developer.

20.2 Binding Effect

All the terms and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors in interest and permitted assigns of each of the Parties.

20.3 Severability

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such, and in the event of any obligation or obligations being or becoming unenforceable in whole or in part, or to the extent that any provision of this Agreement is invalid or unenforceable or is prohibited by law, it shall for all purposes be treated as severed from this Agreement and ineffective to the extent of such invalidity or unenforceability, without in any manner affecting the remaining provisions hereof, which shall continue to be valid and binding, and the Parties shall negotiate in good faith to substitute the obligation/provision determined as being invalid or unenforceable, with such an obligation/provision which is as close as possible to the original intent of the Parties.



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No waiver of any term or condition or provision of this Agreement or of any breach of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision or breach, being the Owners' Authorised Representative in the case of the Owners. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by any other Party of any provision hereof shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other provisions hereof.

20.5 Entire Agreement

This Agreement constitutes and sets forth the entire agreement between the Parties, and supercedes all earlier understandings (written or otherwise) between the Parties in respect of the Subject Land, it being further clarified that all documents executed in writing in pursuance hereto und/or simultaneously hereto, whether registered or unregistered, shall be deemed to form and comprise an integral and inseparable part of this Agreement.

20.6 Amendment

No modification or amendment to this Agreement shall be valid or binding unless made in writing and duly executed by each of the Parties.

20.7 Relationship

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto, and each Party shall have the authority to bind or shall be deemed to be the agent of the other only in the manner specifically provided herein, it being clarified and understood that the Developer has not been appointed as an agent or contractor of the Owners (save as specifically stated herein), but to the contrary has been granted independent valuable rights and interest in/over such of the Land Parcels by virtue of and/or under these presents.

20.8 Independent Rights

Each of the rights of the respective Parties under this Agreement are independent, cumulative and without prejudice to all other rights available to each of them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

20.9 Covenants Reasonable

Each of the Parties agree that having due regard to all the circumstances, the covenants contained herein are reasonable and necessary for the protection of the Parties.

20.10 Costs and Expenses

20.10.1 All costs, charges and expenses towards stamp duty and the registration charges payable on this Agreement shall be paid and borne by Developer.



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- 20.10.2 In the event any statutory taxes and/or fees are payable by the Owners in relation to the development and/or implementation of the Project, the same shall be borne and paid respectively by the Owners.
- 20.10,3 Each Party shall pay and bear the respective taxes payable by it, arising from or in respect of this Agreement, and shall keep each of the other Parties safe, harmless and indemnified in respect thereof.

20.11 Third Party Benefit

Nothing herein expressed or implied is intended to, nor shall it be construed to confer upon or give to any Third Party, any right, remedy or claim under or by reason of this Agreement or any part hereof.

20.12 Further Assurance

The Parties to this Agreement have negotiated in good faith. Each Party shall co-operate with each other, and execute and deliver such instruments and documents and take such other actions as may be reasonably requested from time to time by any Party in order to carry out, evidence and confirm their rights and the purpose of this Agreement.

20.13 Counterparts

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed to be an original, but all of which will constitute one and the same instrument.

The First Schedule Above Referred To (Subject Land)

Rajarhat, J.L. No. 19, Touzi No. 145, Diatrict 24 Parannes (North)												
SI No.	Khatian No	DagNo	Area in Decimal									
1	1665	447	8.4820									
2	1665	1333	3.0334									
3	1665	1334	0.8333									
4	2258	1359	9.8568									
3	2257	1359	10,1000									
77.7			32,3055									

The Second Schedule Above Referred To (Abutting Details)

Lane	d situate at N	louza Thai				dditional Distr rict 24 Pargana		ur, Rajarbat,	J.L. No. 19, R.S.
SI. No.	Owner	Likba g No.	1.9 Khatian Na.	Pervisand Area (Decimals)	1 otat Area (Decissads)	Registry Office	Date Of Doed	Bood No.	DEEDS DETAILS



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		1356		0.2517		Additional Registrar of Assurances ("A.R.A") - IV, Kolkata	12 ^m August, 2016	190407659/ 2016	Hook No. 1, CD Volume No. 1904 2016, Pages 283611 to 283631
*		1356		0.4374		A.R.A - IV. Kolkata	29# September, 2016	190409366/ 2016	Book No. 1, CD Volume No. 1904 2016, Pages 346238 to 346266
	Akhandjyoti Realcan I.I.P	1356	2307	0.2186	11.9723	A.R.A - IV. Kolinta	Str. November, 2016	190410357/ 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 383481 to 183505
		1342		4.3380		A.R.A - IV, Kolkata	State	190410362/ 2016	Book No. I, CD Volume No. 1904 2016, Pages 383672 to 383697
		1346		6.7266		A.R.A - IV, Kolkata	November, 2016	190410586/ 2016	Book No. 1, CD Volume No. 1904 2016, Pages 385320 to 385347
2.	Akhandiyoti	1342	//:	5.0000		A.R.A - IV, Kolkuta	November, 2016	190410356/ 2016	Book No. 1, CD Volume No. 1904 2016, Pages 333345 to 333368
	Real Estates	1346	2341	5.6674	10.2674	A.R.A - IV, Kolkata	5h November, 2016	190410700/ 2016	Book No. 1, CD Volume No. 1904 2016, Pages 390699 to 390275
3.	Amelifacani Vincom Private	1338	1711	4.0000	10,3000	Additional Ointrict Sub- Registrar ("ADSR"), Bidhannagar	3 ^{sf} August, 2019	07907/2010	Book No. I, CD Volume No. 13, Pages 6890 to 6903
	Limited	1338		6.3000		ADSR, Bidharmagar	3 rd August, 2010	07920/2010	Book No. 1, CD Volume No. 13, Pages 7120 to 7134
T		1347		6.9700	328	A.R.A • II _i Kolkata	January, 2014	0094472014	Book No. I, CD Volume No. 5, Pages 620 to 641
4.	Arrowline Horticulture Private Limited	1320	1985	1.6250	10,2200	ADSR. Referbat	28 th January, 2014	00840/2014	Book No. I, CD Volume No. 2, Pages 1533 to 1550
	Lanter	1320		1.6250,		ADSR.	14 th February, 2014	01591/2014	Book No. I, CD Volume No. 3, Pages 2714 to 2733
5.	Believer Extate	1338	410	7.2080		A.R.A.; IV, Kohata	9 th March, 2016	19042302/ 2016	Book No. I, CD Volume No. 1904 2016, Pages 88330 to 88362
.77	Developer Private Limited	1354	2268	4,0000	11.2980	A.R.A - IV _s Kolkata	8 th August. 2016	190407478/ 2016	Book No. 1, CD Volume No. 1904 2016, Pages 277925 to 277948
6.	Bhagwati Awat Private Limited	1342	2342	5.0000	12,0000	A.R.A - IV, Kolkata	5 th November, 2016	190410390/ 2016	Book No. 1, CD Volume No. 1904 2016, Pages 383987 to 384013





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		1342		5,0000		A.R.A - IV, Kolkata	5* November, 2016	190410395/ 2016	Piccik No. I, CD Volume No. 1904 2016, Pages 385348 to 385374
		1355		2.0000		A.R.A - IV. Kolkata	5 th November, 2016	190410591/ 2016	Beok No. 1, CD Volume No. 1904 2016, Pages 385396 to 385422
76	Bhavishya Textile Mills	1347	2340	7.5350	17 7160	A.R.A - IV ₊ Kolkata	30 th March, 2017	90402903/ 2017	Book No. 1, CD Volume No. 1904 2017, Pages 101804 to 101833
	Private Limited	1333	(Au)+tr	3.3498	11,7188	A.R.A. IV. Kolketa	20" April, 2017	196404017/ 2017	Book No. 1, CD Volume No. 1904 2017, Pages
8.	Blue Acrow Niketon Private Limited	1259	2262	1,0000	10,1000	A.R.AIV, Kolkata	12 th obrusr y,2016	190401567/ 2016	142868 to 142900 Book No. 1, CD Volume No. 1904 2016, Pages 5709 to 57323
٦		1333		1,0000			2470		Book No. I, CD
9.	Camellia Vistrade	1334	2202	1,6666	8.6660	A.R.A - II, Kolkata	August, 2015	190209234/ 2015	Volume No. 1902 2015, Pages 116378 to 116404
	Private Limited	444	2216	6.0000	5.5000	A.R.A+II, Kolkata	24 th August, 2015	190209237/ 2015	Book No. I, CD Volume No. 1902 2015, Pages 116318 to 116341
10	Chandrani Vinimay Private Limited	1352	2369	9,3312	12.2565	A.R.A - IV, Kolkata	24 ^h March, 2017 24 ^h March,	190402647/ 2017 190402648/	Book No. I, CD Volume No. 1904 2017, Pages 9733: to 97378 Book No. I, CD Volume No. 1904
	CHARACTER	1200		40455		Kolkain	2017	2017	2017, Pages 97379 to 97418
		1352		3,1104		ARA-IV.	8th August,	190407477/	Book No. 1, CD Volume No. 1904
11	Delightful Estate	1353	2306	3.2844	11.0793	Kolkata	2016	2016	2016, Pages 277949 to 277983
7	LLP .	1352	2000	2.4480	1114(22)	A.R.A - IV,	5th November,	(90410392/	Book No. 1, CD Volume No. 1904
		1353		2.2365		Kolkata	2016	2016	2016, Pages 383953 to 383986
		1338		3.1410		A.R.A. PIV. Kolkata	ge October, 2015	190400991/ 2015	Book No. 1, CD Volume No. 1904 2015, Pages 32614 to 32644
12	Everblink Highrise	1338		2.3550		A.R.A - IV, Kolkata	October, 2015	190400984/ 2015	Rook No. 1, CD Volume No. 1904 2015, Pages 3290 to 32932
	Private	1338	2232	1.9095	11.9805	A.R.A+IV.	17 ^{te}	house received	Book No. 1, CD
	Limited	1339		0.6375		Kolkata	October, 2015	2015	Volume No. 1904 2015, Pages 43990 to 34027
		1338		2.3919		ARA-IV.	8 th March,	190407346/	Book No. I, CD Volume No. 1904
		1339		0.7956		Kolkata	2016	2016	2015, Pages 276810 to 276840



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		1339		0,7500		A.R.A - IV, Kolkata	24 ⁴ December, 2016	190411859/ 2016	Book No. I, CD Volume No. 1904 2017, Pages 36 to 65																
13	Everest Pratisthan Private Limited	1339	2199	6.2750	6.3750	A.R.A - II. Kolkata	24 ⁸ August, 2015	190209241/ 2015	Book No. I, CD Votanse No. 1902 2015, Pages 116250 to 11627																
¥4	Cauripoira Developers Private Limited	1359	2253	10.1000	10.1000	A.R.A - IV, Kolkuta	2 nd Decemb er,2016	190401568/ 2016	Book No. 1, CD Volume No. 1904 2016, Pages 57124 In 57156																
15	Gladstone Conclave	1350	22.00	5.8000		A.R.A - IV. Kolkuta	1* December, 2015	190402197/ 2015	Book No. I, CD Volume No. 1904 2015, Pages 79571 to 79612																
*	Private Limited	1350	2230	5.8000	11.6000	A.R.A - IV. Kolkam	19 th November, 2015	190401860/ 2015	Book No. 1, CD Volume No. 1904 2015, Pages 65503 to 65539																
16	Glasseye Highrise	1549	II godinor I	8.6806	11.0678	A.R.A - IV. Kolkera	19 ^m November, 2015	190401861/ 2015	Hook No. I, CO Volume No. 1904 2015, Pages 65466 to 65502																
	Private Limited	1359	2229	2.3828	31.70	A.R.A - IV, Kniksta	23° September, 2016	190408972/ 2016	Book No. 1, CD Volume No. 1904 2016, Pages 133369 to 333392																
		1349		8.6800		A.R.A - IV, Kofkata	December, 2015	190402196/ 2015	Book No. I, CD Volume No. 1904 2015, Pages 7961 4o 79647																
		1350 1351		0.1688 0.1486		A.R.A - IV, Kelkata	23 ^{re} December, 2015	190403111X/ 2015	Book No. I, CD Volume No. 1904 2015, Pages 111418 to 111443																
		1351		0.1950		A.R.A - IV, Kolluta	23 ⁻⁴ December, 2015	190403119/ 2015	Book No. I, CD Volume No. 1904 2015, Pages 111444 to 111469																
17	Gloxinia Developers	1351		0.8584	1	1	1	1	4	1	4	4	4	1	1	1	1	1	1	1	1	A.R.A~IV, Kolkata	December, 2015	190403117/ 2015	Book No. I, CD Volume No. 1904 2015, Pages 111390 to 111417
a l	Private	1350	2245	0.1111	12.2416	A.R.AIV.	4º January,	190400043/	Book No. 1, CD Volume No. 1904																
	Limited	1351		8.0975		Kelluta	2016	2016	2016, Pages 4929																
		1350		0.0370			ATR Month	190402840/	Book No. 1, CD Volume No. 1904																
		1351		0.0325		A.R.A - IV, Kolkata	21" March, 2016	2016	2016, Pages 4929 to 4954																
		1351		8.4662		A.R.AIV, Kolkuta	23 rd April, 2016	190403851/ 2016	Book No. 1, CD Volume No. 1994 2016, Pages 143544 to 145571																
		1351		0.1951		A.R.AIV, Kolkata	5° July, 2016	190404265/ 2016	Book No. I, CD Volume No. 1904 2016, Pages 161450 to 161479																



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		1550		0.1266		A.R.A+IV.	5th July	190404264/	Book No. 1, CD Volume No. 1904 -	
		1351		0.1114		Kolkata	2016	2016	2016, Pages 161709 to 161736	
		1351		0.9898		A.R.A - IV. Kolkata	5 th November, 2016	190410391/ 2016	Book No. 1, CD Volume No. 1904 – 2016, Pages 183921 to 383952	
		1351		0.0266		A.R.A - IV, Kolkata	28 th April, 2017	190403900/ 2017	Hook No. I CD Volume No. 1904 - 2017, Pages 142595 to 142620	
		1338				ADSR, Bidhannagar	24 th June. 2010	06570/2010	Book No. I, CD Volume No. II, Pages 4102 to 4115	
18	Goodwill Dealcomm Private Limited	1338	1709	12.1500	12.1500	ADSR, Bidhannagar	25th June. 2010	06575/2010	Book No. I, CD Volume No. 11, Pages 4274 to 4287	
		1338				ADSR, Hidhannagar	25 th June. 2010	06565/2010	Book No. I, CD Volume No. 11, Pages 3935 to 3948	
		1341		6.2500		A.R.A - IV. Kolkuta	14" January, 2017	190400287/ 2017	Book No. 1, CD Volume No. 1904 - 2017, Pages 119 to 149	
19		1341		4.2510 0.11662		A.R.A - IV, Kolkata	28 ⁿ January, 2017	190400719/ 2017	Book No. 1, CD Volume No. 1904 2017, Pages 30042 to 30066	
*	Graphic Constructions LLP	1351	2361		11.6672	A.R.A ~ IV, Kolkata	17 ⁶ March, 2017	190402397/ 2017	Book No. 1, CD Volume No. 1904 2017, Pages 92810 10 92845	
		1351		0.81634		A.R.A - IV, Kolkata	20 th April, 2017	190403569/ 2017	Book No. I, CD Volume No. 1904 2017, Pages 130280 to 130316	
		1351		0.23324	196	ADSR Rajartut	17 th May, 2017	152304094/ 2017	Book No. 1, CD Volume No. 1523 2017, Pages 117523 to 117550	
		1347		2.9830	-	A.R.AII.	26 th Novem	15642/2013	Hook No. I, CD Volume No.47,	
	Er 272	1356		0.3238		Kolkata	ber, 2013 26 th		Pages 3270 to 3292 Book No. I, CD	
20	Hardsoft Constructions Private	1347 1356	1939	5,9760 0.2160	11.9630	11.9630	A.R.AIL. Kolkata	November, 2013	15041/2013	Volume Ne.47, Pages 3250 to 326
	Limited	1359		2.4642		A.R.A - IV, Kolkata	20 th April, 2017	19043568/ 2017	Book No. I, CD Volume No. 1904 2017, Pages 130351 to130380	
21	Jidmit Agriculture	1333	2000	5.8337	an ourse	A.R.A - II, Kolisata	15 ^h March, 2014	03278/2014	Book No. 1, CD Volume No. 15, Pages 3850 to 387-	
35.	Private Limited	1333	2017	5.8337	11.6674	A.R.A - II. Kolkata	15th March, 2014	03279/2014	Book No. I, CD Volume No. 15, Pages 3875 to 390	



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22	Kalyankari Infrastructur e Private Limited	: 1359	2260	10.1000	10,1000	A.R.A.+IV. Kolkata	12 th Februar y,2016	190401570/ 2016	Book No. 1, CD Volume No. 1904 - 2016, Pages 57157 to 57189
		1347		2.9000		A.R.A+II. Kolkata	25 th April, 2015	05497/2015	Book No. 1, CD Volume No. 31, Pages 2375 to 3276
23	Kheria	1341		1.2500		A.R.A.II. Kulkate	24 th August, 2015	190309410/ 2015	Book No. I, CD Viduos 14a, 1902 - 2015, Poges 122317 to 122338
ij	Developers 1.1.P	13:20	2136	4.3300	10.3979	A.R.A - II, Kolkuta	24 th August, 2015	190209233/ 2015	Book No. 1, CD Volume No. 1902 - 2015, Pages 116405 to 116428
		1333		1.1514		A.R.A - IV, Kolkuta	17th March, 2017	190402396/ 2017	Book No. I, CD Volume No. 1901 2017, Pages 94237 to 94266
24	Kheris Realty	1342		6.0000	1072125	A.R.AII. Kolkata	25th April. 2015	04985/2015	Book No. 1, CD Votume No.28, Pages 3248 to 3276
	11.P	1348	2135	6,0000	12:0000	A.R.A + II. Kolkuta	25 th April, 2015	04975/2015	Book No. I, CD Volume No.28, Pages 3011 to 3034
25	Group Meany	1359		9,9604		A.R.A - IV, Kolkata	23 rd September, 2016	190408969/ 2016	Book No. I, CD Volume No. 1904 2016, Pages 333345 to 333368
3		1533	2326	1,3000	11.4604	A.R.A1V, Kolkata	20 th April, 2017	190403567/ 2017	Hook No. 1, CD Volume No. 1904 2017, Pages 130317 to 130350
26	Lakshmi Hospitality &	1319		4.5000		A.R.A - IV ₄ Kolkata	8 th August, 2016	190407511/ 2016	Book No. I, CD Volume No. 1904 2016, Pages 278019 to 278041
(A	Farms Private	1317	2305	2.9000	11.0000	A.R.AIV.	30.	190410638/	Book No. I, CD Volume No. 1904
	Limited	1319		4.5000		Kolkata	November, 2016	2016	2016, Pages 385423 to 385449
		1346		4.4130	1	A.R.AII. Kolkata	13 ⁶ April, 2013	5692/2013	Book No. I, CD Volume No. 18, Pages 4301 to 4319,
27	Lakshmi Pracon Limited	1546	1876	1,4130	12.0180	-A.R.AII. Kolkata	13 th April. 2013	3293/2013	Book No. 1, CD Yolunu No. 18, Pages 4283 to 430
		1346		6.3120		ARA-II, Kolima	13 th April, 2013	5291/2013	Book No. 1, CD Volume No. 17, Pages 3308 to 332
28	28 Lakshmi Realty Projects Private Limited	1335	1761	7,5000	11.5000	ARA-II. Kolkata	-13 th April, - * 2013	5293/2013	Book No. 1, CT3 Volume No. 17, Pages 3362 to 3385,
		1337	1761	4.0000	11.5000	ADSR, thidhannagar	14* December, 2011	14190/2011	Book No. I, CD Volume No. 23, Pages 3091 to 310





	å.								
29	Lakshmi Steel Industries	1335		7.5000		A.R.A.+II. Kolkata	13 th April, 2013	5296/2013	Blook No. 1, CD Volume No. 17, Pages 3411 to 343
	Private Limited	1342	1897	4.0000	11.5000	A.R.A - IV, Koliuta	5 th November, 2016	190410564/ 2016	Book No. 1, CD Volume No. 1904 2016, Pages 383869 to 38389
30	Lakshmi	1317		2.0000		A.R.AIV. Kolkata	8° Андия. 2016	190407310F 2016	Book No. 1, C13 Volume No. 1904 2016, Pages 277817 to 27784
	Transfel	1349	2383	0.3250	4.3516				Book No. I, CD
	Limited	1350		0.0169		A.R.AIV.	January,	190400808/	Volume No. 1904
	:-	1351		0.0553		Kollotte	2017	2017	2017, Pages 3353 to 33558
ш		1359		1.1544					47,000,0
31	Lifewood Developers Private Limited	1348	1866	11.0000	11.0000	A.R.A - II, Kolkata	16 th January ,2013	00725/2013	Book No. I, CD Volume No. 3, Pages 3004 to 302
	100000000000000000000000000000000000000	1347		6.8793		12. 2	198		Book No. I, CD
32	Lifewood Horticulture	1356	1956	0.2516	11.4609	A.R.AII, Kolkata	December, 2013	16756/2013	Volume No.52, Pages 2847 to 2869,
	Private Limited	1344	i i i i i i i i i i i i i i i i i i i	4.3300		A.R.A - II, Kolkata	20 th April, 2015	64679/2015	Book No. 1, CD Volume No.26, Pages 3826 to 385
33	13 Lifewood	1345		5.0000		A.R.A - II. Kolkata	25th April, 2015	04973/2015	Book No. 1, CD Volume No.28, Pages 2964 to 298
	Infrastructor e LLP	1347	2134	7.0000	12.0000	A.R. A - II., Kolkata	25 th April, 2015	04978/2015	Book No. 1, CD Volume No. 28, Pages 3083 to 310
34	Lifewood	1342	r aderev	5.3300		A.R.AII. Kolkata	25th April. 2013	04984/2015	Book No. 1, CD Volume No.28, Pages 3219 to 324
î	Nirman LLP	1348	2139	6,0000	11.3360	A.R.A - II, Kolkatu	25 ⁶ April, 2015	04976/2015	Book No. I, CD Volume No.28, Pages 3035 to 305
П		1347		9,6700		27.5 2	- 10st		Book No. I, CD
35	Moenlight Agriculture	1356	1957	0.3300	12.0700	Kolkata	December, 2013	00026/2014	Volume No.1, Pages 296 to 316
10)	Private Limited	1343	4557	2.6700	- 1555 (1955)	A.R.A. II. Redinta	20th April, 2015	D46/78/2015	Book No. I, CD Volume No.26, Pages 3795 to 382
36	Monnlight Horticulture	1347	131517 I	6.9623	223222	A.R.A - II, Kofkatu	22 nd January, 2014	00945/2014	Book No. 1, CD Volume No. 5, Pages 642 to 682
*	Private Limited	1341	2002	5.0000	11.9623	A.R.A - II; Kolkata	2 nd July, 2014	8397/2014	Book No. I, CD Volume No. 40, Pages 3622 to 363
37	Nachiket Developers PrivateLimite	1338	1900	10,0000	12.0000	A.R.A • II, Kolkata	7 th May, 2013	06616/2013	Book No. I, CD Volume No. 21, Pages 2126 to 214





	ď.	(33)		2.0000		A.H.A - II, Kolkata	6th August, 2013	1973/2013	Book No. 1, CD Volume No. 35, Pages 3806 to 3828
38	Nightaugle Dealtrade	1338		27 0550	21 0000	ADSR, Bidhamagar	February, 2011	01842/2011	Book No. 1, CD Volume No. 4, Pages 78 to 90
	Private Limited	1338	1775	11.9900	11.9900	ADSR, bidhiimagar	17th February 2011	01843/2011	Book No. 1, CD Volume No. 4. Pages 91 to 103
39	Orient Dealmark	1336	146226	10.5316	CV0-1023	A.R.A - II, Kolkita	October, 2011	13822/2011	Book No. 1, CD Volume No. 54, Pages 1459 to 1481
	Private Limited	1320	1759	0.8316	11.6632	A.R.AII, Kolkata	October, 2011	13-141/2011	Book No. 1, CD Volume No. 52, Pages 4707 to 4725
40	Palanhar	1347		5.9670		A.R.A - II. Kolkaia	26 th November,	15645/2013	Book No. 1, CD Volume No.47,
40	Projects Private	1356	1960	0.2150	10,3080	Jastinia	2013	the moderne	Pages 3335 to 3351
	Limited	1339		4.1260		A.R.A+II, Kolkain	4 th April. 2014	4433/2014	Book No. 1, CD Volume No.21, Pages 568 to 587
41	Parsag Builders	1346		2.8700	7044	A.R.A +II, Kelkata	11 th May ₁ 2015	190207688/ 2015	Book No. 1, CD Volume No. 1902 - 2015, Pages 43503 to 43524
90	Private Limited	1346	2279	1.7500	4.6206	A.R.A - II, Kolkata	19 th August, 2015	19/02/09157/ 2015	Book No. 1, CD Volume No. 1902 - 2015, Pages 113783 to 113806
42	Parampita	1338		6.4284		A.R.AII. Kolkuu	20 th June. 2013	08955/2013	Book No. I, CD Volume No. 27. Pages 6288 to 6313
N	Nirman Private Limited	1338	1288	2.0000	8,4284	A.R.A - II, Kolkata	30 th May, 2015	190205755/ 2015	Hook No. 1, CD Volume No. 1902 2015, Pages 8060 to 8088
43	Plentyvalley Highrise	1336	- 2002	4,8750	-	A.R.A - IV, Kolkata	18 th September, 2015	190400329/ 2015	Book No. 1, CO Volume No. 1904 - 2015, Pages 10276 to 10303
7	Private Limited	1336	2233	4.8750	9,7500	▲R.A - IV, Kolkata	12 th February, 2016	190401445/ 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 54196 to 54226
		446		3,4000		A.H.AII, Kolkata	December, 2014	15491/2014	Book No. 1, CD Volume No. 77, Pages 3684 to 370
44	Prarthana Infracon LLP		11.8000	A.K.A - II. Kolkata	December, 2014	15492/2014	Book No. I, CD Volume No. 77, Pages 3709 to 373		
			5,0000		A.R.A - II ₀ Kolkata	24* August 2015	190209231/ 201 <i>5</i>	Book No. I, CD Volume No. 1902- 2015, Pageo 116455 to 116479	



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45	Purnasatya Developers Private Limited	1938	1909	8.5716	8.5716	A.R.A - II, Kolkata	20 th June, 2013	08959/2013	Book No. I. CD Volume No. 27, Pages 6379 to 640.				
		1359		2.3284		A.R.A - IV, Kolkain	12 th February, 2016	190401438/ 2016	Book No. 1, CD Volume No. 1964 2016, Pages 54419 16 54450				
46	Ramadhuta Properties Private Limited	1359	2266	7.1632	10.5758	A.R.A - IV. Kalkata	12 th February, 2016	190401444/ 2016	9 ook No. 1, CD Volume No. 1904 2016, Pages 5422 to 54257				
		1336		1.0842		A.B.A - IV. Kolkata	7º July, 2017	190106975/ 2017	Book No. I, CD Volume No. 1904 2017 Pages 251620 to 251660				
47	Ranchhald	1539	LV-50	2.0000		A.R.A - IV, Kolkata	24 th December, 2016	190400011/ 2017	Book No. I, CD Volume No. 1904 2017, Pagen 119 to 149				
Ů.	Buildcon LLP	1347	2345	10.0000	12,0000	A.R.A-IV, Kolicita	30# March, 2017	190402903/ 2017	Book No. 1, CD Volume No. 1904 2017, Pages 101804 to 101833				
48	Rashdhara Realestates Private Lamited	1359	2251	10.1000	10.1000	A.R.A - IV, Kolkata	February, 2016	190401478/ 2016	Book No. I, CD Volume No. 1904 2016, Pages 5854 to 58381				
	Lames	1349		0.9113		TANK C. NO.	71222780	. Deer Savagaay	Book No. I, CD				
	0	1350		0.7656	11.3284	A.R.A - IV, Kolkata	56 July, 2016	190404263/ 2016	Volume No. 1904 2016, Pages				
		1359		5.3950			Koman	, MON (190)	2010	161480 to 16156			
		1352		0.7776						A.R.A - IV.	8th August,	190407484/	Book No. I, CD Volume No. 1904
49	Retrodesign Constructions	1353	2301	0.4883		Kolkata	2016	2016	2016, Pages 277841 to 277866				
	LLP	1349		0.3637	320								
	1	1350		0.2551	4	A.R.A - IV.	8th August,	190407481/	Book No. I, CD Volume No. 1904				
		1352		0.3887		Kolkata	2016	2016	2016, Pages				
		1353		0.2441					277867 to 277895				
		1359		1,7990									
50	Rise Well	1342		5.8345		A.R.A.H. Kelkata	6 th September, 2012	11458/2012	Book No. I, CD Volume No. 45, Pages 133 to 180				
÷	Limited	1342	1857	5.8345	11,6690	A.R.A - II, Kolkata	September, 2012	11433/2012	Book No. 1, CD Volume No. 45, Pages 45 to 62				
51	Santainath Paul Estata	1338	2132	6.0000	12,0000	A.R.A - II, Kolkuta	25 ⁶ April, 2015	04982/2015	Blook No. 1, CD Volume No. 28, Pages 3164 to 3188,				
*	The Property of	1348	2104	6.0000	12.0000	A.R.A • II. Kolkata	25th April, 2015	64974/2015	Book No. 1, CD Volume No. 28, Pages 2987 to 301				



Activities Observed Compressed

52	Sarvavarna Promoters LLP	1320	2143	10,0000	10,0000	A.R.A - II. Kolkata	1* June, 2015	190205865/ 2015	Book No. 1, CD Valume No. 1902 - 2015, Pages 11209 to 11236
53	Satyum Vanijyu Private Limited	1933	2142	11.5254	11.5254	A.R.A - II, Kolkata	30 th May, 2015	190205767/ 2015	Book No. 1, CD Volume No. 1902 – 2015, Pages 8368 to 8395
7		1347		5.1875		A.R.A - II,	November,	15644/2013	No. 1 CD Votume No. 47,
		1356		0.1875		Kolkata	2013		Pages 3313 to 3334
4	Shivangan Agriculture	1347	1067	4.5400	10.3254	A.R.A - II.	26* November,	15643/2013	Book No. I, CD Volume No. 47,
1	Private Limited	1356	1961	0.1590	III.3434	Kolkata	2013	1 9 9 0 191000 FIX	Pages 3293 to 3312
	1356		0.2514		A.R.AIV. Kolkata	24 th Jenuary, 2017	190400559/ 2017	Book No. I, CD Volume No. 1904 - 2017, Pages 24518 to 24565	
55	Shivangan	1935		10.0000		A.R.A - II. Kolkata	13# April. 2013	5294/2013	Book No. I, CD Volume No. 17, Pages 3386 to 3410
V)	Properties Private Limited	1333	1599	1,5000	11.5000	A.R.A - IV. Kolkata	20 th April, 2017	190403567/ 2017	Book No. I, CD Volume No. 1904 - 2017, Pages 130317 to 130350
		1338		0.2250		A.R.A - IV. Kolkata	om October 2015	190400992/ 2015	Book No. 1, CD Volume No. 1904 - 2015, Pages 32582 to 32613
50.	Shivmani Conclave Private	1347	2267	E9368	4.6260	A.R.A - IV, Kolkata	30 th March, 2017	190402901/ 2017	Book No. 1, CD Volume No. 1904 - 2017, Pages 101699 to 101725
	t.imited	1359		2.4642		A.R.A - IV. Kolkata	59h September, 2016	190408815/ 2016	Book No. I, CD Volume No. 1904 2016, Pages 328278 to 328311
		1359		0.5772		A.R.A - IV, Kolkata	21" September, 2015	190400370/ 2015	Book No. I, CD Volume No. 1904 - 2015, Pages 12705 to 12727
37	Sanwball Infraplaza Private	1359		1.1544		A.R.A - IV, Kolkata	21" September, 2015	190400172/ 2015	Book No. I, CD Volume No. 1904 2015, Pages 12751 to 12773
		1359	2201	1.1396	7,1042	A.R.A - IV, Kolkala	21 ^e September, 2015	190400373/ 2015	Beek No. 1, CD Volume No. 1904 2015, Pages 1279 to 12819
	Limited	1359		0,5772		A.R.A - IV. Kolkata	21" September, 2015	190400377/ 2015	Book No. 1, CD Volume No. 1904 2015, Pages 11916 to 11938
		1359		1.2284		A.R.A + IV, Kolkata	Zi ^{si} September, 2015	190400375/ 2015	Book No. I, CD Volume No. 1904 2013, Pages 1196 to 11984



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	167									
		1359		1.1396		A.R.AIV, Kolkata	17th March, 2015	190402658/ 2016	Book No. 1, CD Volume No. 1904 2016, Pages 101590 to 10161	
		1357		0.3888		A.R.AIV.	7 th May.	190404267/	Book No. I, CD Volume No. 1904	
		1353		0.2441		KOLKATA	2016	2016	2016, Pages 161408 to 161421	
		1535		WAD777		A.R.A - IV, KOLKATA	February.	190400837/	Plack No. 1 (7) Volume No. 1904 2017, Pages 3434	
		1559		0.5771		(Date of the State of the Stat	2017	20047	to 34365	
58	Solty Dealers	1338		6.0650		ADSR, Bidhumagar	September, 2010	09776/2010	Book No. 1, CD Volume No. 16, Pages 2936 to 29	
	Private Limited	1338	1713	6.0650	12,1300	ADSR, Bidlunnagar	22nd September, 2010	09771/2010	Book No. I, CD Volume No. 16, Pages 2811 to 28	
		1320		1.0842		A.R.AII.	25%	1787179911	Book No. 1, CD Volume No. 54	
		1336		1.0842		Koßata	October, 2011	13821/2011	Pages 1754 to 17	
***		1320		2,1658			A.R.A - II, Kolkuta	20 ⁶ Junuary, 2012	00743/2012	Book No. J, CD Volume No. 3, Pages 3616 to 36
59	Standard Commosales Private Limited	1345		0.8468		A.R.A - II. Kolkata	21 st September, 2012	11944/2012	Book No. I, UE Volume No. 47 Pages 2994 to 30	
		1320	1760	1.0842	11.6962	ADSR.	4th July,	SMUSISSE	Book No. I, CI.	
		1336		1.6842		Bidhamagar	2012	08604/2012	Volume No. 12 Pages 7807 to 78	
		1320		1.0842		ADSR,	¢ ⁿ July,	08605/2012	Book No. 1, Cf. Volume No. 12	
		1336		1.0842			Hidhannagar	2.00	08605/2012	Pages 7882 to 78
П		1320		1.0842		ARA-II,	24th June.	09245/2013	Book No. 1, CE Volume No. 28	
		1336		1.0842		Kolkata	2013	102410120113	Pages 2885 to 29	
		1338		6.3800	80	- ADSR, Bidhumugar	30° July, 2010	07868/2010	Book No. 1, Ct Volume No. 13 Pages 6048 to 60	
60	Subhdhan Commodeal Private	1338	1710	4.0000	11.3842) ADSR, Bidhannagar	3 rd August, 2010	87907/2010	Book No. 1, CI Volume No. 13 Pages 6890 to 69	
	Limited	1320		1.0842		A.R.A - IV, Kohata	7 th July, 2017	190406974/ 2017	Hook No. 1, CI Volume No. 190 2017, Pages 251591 to 25162	
61	Subhshiv Developers Private Limited	1359	2263	10.1000	19,1000	A.R.A - IV. Kolkata	December, 2016	190401571/ 2016	Book No. 1, CI Volume No. 190 2016, Pages 570 to 57090	
62	Suntown Constructions LLP	1351	2174	2,3330	9.0104	A.R.A - II, Kolkata	21 st August, 2015	190209104/ 2015	Book No. 1, Cl Volume No. 190 2015, Pages 115396 to 1154	



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		1350		1.7490		A.R.A - II, Kolkata	21 st August, 2015	190209103/ 2015	Dook No. I, CO Volume No. 1902 2015, Pages 115373 to 115395
		1359		4.9284		A.R.AIV. Kolkata	September, 2016	190408804/ 2016	Book No. 1, CD Volume No. 1904 2016, Pages 329176 to 329195
63	Suntown Projects LLP	1342	2134	6,0000	12.0000	A.R.A - II. Kolkata	25° April. 2015	05499/2015	Brock No. 1, CD Volume No. 31, Pages 2404 to 243
× ,		1348		6.0000		A.R.A - II, Kellenta	25 th April, 2015	05496/2015	Book No. 1, CD Volume No. 31, Pages 2330 to 235.
64	Thekdari	1333	2205	1,3000		A.R.A - IL Kolkuta	1# June. 2015	190205844/ 2015	Book No. 1, CD Volume No. 1902 2015, Pages 10507 to 10532
*	Developers LLP	1338	2144	4,2000	5.5000	A.R.A - II, Kelkata	1" June, 2015	1902058437 2015	Book No. 1, CD Volume No. 1902 2015, Pages 1048: to 10506
65	Thakdari Real Estate LLP	1342	2336	6,0000	12.0000	A.R.A - II. Kolkita	25th April. 2015	05499/2015	Book No. I, CD Volume No. 31, Pages 2404 to 243
4		1348		6.0000		A.R.A - II. Kolkuta	25th April. 2015	05500/2015	Book No. 1, CD Volume No. 31, Pages 2432 to 245
	Upfront Builders Private Limited	1338	2269	7.2080	11.3486	A,R,A - IV, Stobata	9 th March. 2016	190402549/ 2016	Biok No. 1, CD Volume No. 1994 2016, Pager 89423 to 89465
66		1349, 1350 & 1351		1.1961		A.R.A - IV, Kolknia	17 th March, 2016	190402637/ 2016	Book No. I, CD Volume No. 1904 2016, Pages 101617 to 101644
		1349, 1350 & 1351		0.5940		A.R.A - IV. Kolkata	24 th Murch, 2016	190402921/ 2016	Book No. I, CD Volume No. 1904 2016, Pages 109576 to 109609
		1349, 1350, 1351 & 1359		2,3505		A.R.AIV, Rolkata	200 May, 2017	190406119/ 2017	Book No. 1, CD Volume No. 1904 2017, Pages 229574 to 229603
	Vedini Infracon LLP	1338		6.0000	12.0000	A.R.A - H, Kolkata	25° April. 2015	04981/2015	Book No. I, CD Volume No. 28, Pages 3139 to 316.
67		1345	2133	3.0000		A.R.A • II. Kolkutu	25° April, 2015	04972/2015	Book No. 1, CD Volume No. 28, Pages 2940 to 296
		1348		3.0000		A.R.AII, Kollota	25the April, 2015	04977/2015	Hook No. 1, CD Volume No. 28, Pages 3059 to 308.
68	Winsome Estates Private	1342	1856	5.8310	11.6629	A.R.A - II, Kolkata	6 ^{rt} September, 2012	11435/2012	Book No. 1, CD Volume No. 45, Pages 81 to 98



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	Limited	1342		5.8310		A.R.A - II. Kolkata	6 th September, 2017	11434/2012	Book No. 1, CD Volume No. 45, Pages 63 to 80
69	Workswell Infra LLP	1339	2344	12.3550	12.3550	A.R.A - IV. Kollata	on December, 2016	190411188/ 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 409467 to 409492
	Worldwyn Estates Private Limited	1,892	1858	93844	9.3844	A P A . II. Kollesta	September, 2012	11436/2012	Book No. I, CD Volume No. 45, Pages 99 to 115
70		1345				A.R.A - II. Kolkata	6 th Septumber, 2012	11/137/2012	Book No. 1, CD Volume No. 45, Pages 116 to 132
		1345				A.R.A - II, Kolkum	6 th September, 2012	11439/2012	Book No. I, CD Volume No. 45, Paget 151 to 167
Ì	Yashvi Real Estates LLP	.446		3.4000	32.2000	A.R.A - II, Kolkuta	12 ^e December, 2014	15494/2014	Book No. 1, CD Volume No. 72, Pages 3760 to 3783
71		446	2158	3.4000		A.R.A - II. Kolkata	12 th December, 2014	15496/2014	Book No. I, CD Volume No. 77, Pages 3808 to 3831
		446		3.4000		A.R.A II, Kolkata	12 th December, 2014	1549722014	Book No. I, CD Velume No. 77, Pages 3832 to 3853
		1343		2.0000		A.R.A - II, Kolkata	24 th August 2015	190209232/ 2015	Book No. 1, CD Volume No. 1902 - 2015, Pages 116429 to 116454
	Fairblink Infraproject Pvt. Ltd. 202, Sunny Corner, 2nd Floor, 22 Sarat Bose Road, Kotkata - 700 020	1349		1.9875	8.2298	A.R.A - IV. Kolkata	18 th September, 2015	190400330/ 2015	Beek No. I, CO Volume No. 1904 2015, Pages 1030 to 10330
		1349, 1350 & 1351		1.2813		A.R.AJV, Kolkata	21 st September, 2015	190400374/ 2015	Book No. 1, CD Volume No. 1904 2015, Pages 1282 to 12842
		1349, 1350 & 1351		1.1965 0.5965		A.R.A - IV, Kolkata	21" September, 2015	190400376/ 2015	Beck No. 1, CD Volume No. 1904 2015, Pages 1193 to 11961
72		1349, 1350 & 1351	2200			AsR.A - IV. Refinite	September, 2015	190400367/ 2015	Book No. I, CO Volume No. 1904 2015, Pages 1264 to 12671
		1349, 1350 & 1351		0.5699	1	A.R.A - IV, Kolkata	September, 2015	19040036W 2015	Book No. 1, CD Volume No. 1904 2015, Pages 1268 to 12704
		1349, 1350 & 1351		1.1965		A.R.A - IV, Kolkata	21* September, 2015	190460371/ 2015	Book No. I, CD Volume No. 1904 2015, Pages 1272 to 12750
		1358		1.4000	2.30	A.R.A - IV, Kolkata	19 ⁸ , February, , 2016	190401632/ 2016	Book No. 1, CO Volume No. 1904 2016, Pages 6432 to 64354



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78	Gioninia Infraplaza Pvt. Let. 202, Sunny Corner, 2nd Floor. 22 Sarut Bose Road, Kolkata - 700 020	1349		1.9850	6.9858	A.R.AIV. Kolkata	February, 2016	196401435/ 2016	Book No. 1, CD Volume No. 1904 - 2016, Pages 54485 to 54513
		1357	2265	5.0000		A.R.A1V, Kotkana	12 th February, 2016	190401441/ 2016	Book Nn. 1, CD Volume No. 1904 - 2016, Pages 54324 to 54353
74	Blue Arrow Buildeon Pvt. Ltd. 47A, Zakaria Sirect. Kolkata - 700 073	1357	2256	10.0000	10,0000	A.R.A - JV. Kofkata	12 ^m February, 2016	190401448/ 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 54098 to 54127
25	Glasseye Infrapiaza Pvt. Ltd. 47A, Zakaria Street, Kolksin - 700 073	1357	22.52	10.0000	10,0000	A.R.A - IV, Kolkata	12 ⁿ February, 2016	190401439 2016	Book No. 1, CD Votume No. 1904 - 2016, Pages 54451 to 54484
26	Petunia Nirman Pvt. Ltd. 15H, Armeoian Street, TRPL Tower, 6th Floor, Kolkma - 700 001	1358	2254	8,4000	8.4000	A.R.A1V. Kolkata	12* February, 2016	190401437/ 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 54388 to 54418
77	Plentyvalley Properties Pvt. Ltd. 47A, Zakarin Street, Kolkata - 700	1358	2256	10.0000	10.0000	A.R.A IV, Kollista	12 ⁸ February, 2016	190401440/ 2016	Book No. 1, CD Volume No. 1904 - 2016, Pages 54354 In 54387
78	Santainath Infra Projects 11.P 47A, Zakarin Street, Kolkata - 700 073	1358		4.2000	12.1984	A.R.A - II, Kolkata	29th June, 2015	196206784/ 2015	Book No. I, CD Volume No. 1902 - 2015, Pages 26161 to 26192
		1958	2171	4.0000		Kolkpia	30° June, 2015	190200742/ 2015	Back No. 1, CD Volume No. 1902 - 2015, Pages 24549 to 24574
		1358		4.0000		A.R.A - II. Kolkita	30 th June, 2015	190206783/ 2015	Book No. 1, CD Volume No. 1902 - 2015, Pages 24523 to 24548
79	Sanjay Kumar Jain 1, Crooked	1338	1686	4.0416	12.4218	ADSR, Bidhannagar	7 th May, 2010	4712/2010	Book No. 1, CD Volume No. 8, Pager 336 to 361



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	Lane. 1 ⁸⁷ Floor. Kolketta - 700 069	E138		8.3558		A.R.A - IV, Kolkata	12 th November, 2016	190410676/ 2016	Beek No. I, CD Volume No. 1904 - 2016, Pages 395078 to 395098
80	Summ Jain 2/1A, Justice Dwarks Nath Road, Kolkata - 700 020	1338	2378	4.3134	4.3215	A.R.A - IV. Kolksta	27 th October, 2016	190410199/ 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 378211 10 378231
81	Petunia Finclave (P) Ltd	1359	2261	10.1000	10.1000	A.R.A IV. Kolkata	12-Feb-2016	190401447 /2016	Book No. 1, CD Volume No. 1904 -2016, Page 51128 to 54161
82	Ramadhuta Builders (P) Ltd	1359	2264	10,1000	30,2000	ARA-IV, Koltata	12-Feb-2016	190401442 /2006	Book No. 1, C33 Volume No. 1904 2016, Page 54290 to 54323,
83	Snowball Skyscroper (P)	3359	2257	W 10.1000	10,1000	A.R. A v IV., Kolketa	13-Feb-2016	190401446 /2016	Book No. I, CD Volume No. 1904 -2016, Page 54162 to 54195.
					872,6696	N.			

The Third Schedule Above Referred To [Specifications]

Living Room/Dining Area

Flooring

: Vitrified tiles (600mm x 600mm)

Wall

: Wall Putty (Ready to Paint)

Celling

: Wall Putty (Ready to Paint)

Door & windows

Main door

: Sal wood frames & flush doors

Balcony

: Aluminum sliding door with full glazing

Windows/ Glazing

: UPVC/ Powder coated aluminum windows with open able & fix

combination

Electrical

: Modular switches (Schneider/ Havells/ Anchor of equivalent make)

and copper wiring

Master Bedroom

Flooring

; Vitrifled tiles (600mm X 600mm)

Wall

: Wall Putty (Ready to Paint)



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Ceiling

: Wall Putty (Ready to Paint)

Door & windows

Door frame

: Sal wood frames

Shutter

: Flush doors

Windows/ Glazing

: UPVC/ Powder coated aluminum windows open able & fix

combination

Electrical

: Modular switches (Schneider/Havells/Anchor of equivalent make)

and copper wiring

Other Bedroom

Flooring

: Vitrified tiles (600mm X 600mm)

Wall

: Wall Putty (Ready to Paint)

Ceiling

: Wall Putty (Ready to Paint)

Door & windows

Door frame

: Sal wood frames

Shutter

: Flush Doors

Windows/ Glazing

: UPVC/ Powder coated aluminum windows open able & fix

combination

Electrical

: Modular switches (Schneider/ Havells/ Anchor of equivalent make)

and copper wiring

Kitchen

Flooring

: Ceramic tiles

Wall

: Ceramic tiles up to 2Ft height above kitchen counter

Ceiling

: Wall Putty (Ready to Paint)

Counter

: Granite slab

Door & windows

Shutter

: Flush doors

Electrical

: Modular switches (Schneider/ Havells/ Anchor of equivalent make)

and copper wiring

Toilets

Flooring

: Ceramic tiles



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Wall

: Ceramic Tiles up to 7 ft Height

Ceiling

: Wall Putty (Ready to Paint)

DOOL

Door frame

: Sal wood frames

Shutter

: Flush doors

Sanitary ware & CP: Sanitary ware Kohler/Roca/Jaquar/Parryware (White colour) or

equivalent Brand with Jaquar/ESS ESS CP Fittings or equivalent brand

Utility

Flooring

: Anti-skid tiles

Wall

: Wall Putty (Ready to Paint)

Celling

: Wall Putty (Ready to Paint)

Balcony

Flooring

: Anti skid tiles

Wall

: Painted to match the exterior elevation

Ceiling

: Paint with lights installed

Door

Frame with shutter : UFVC/ Powder coated aluminum type

Windows/ Glazing : Aluminum/ UPVC

Railing

: MS Railing designed to match the exterior

Stairs

Main stairs

Kota stones

Service stairs

Kota stones

Additional Facility

Inter com system

: Apartment to apartment & all service areas

Security system

: CCTV camera surveillance

Power back up : For common areas only

The Fourth Schedule Above Referred To

("Title Deeds")

Srl no.	Company	10000	Purchase d area (docimal)	(decimal)	Registry office	Date of registry	Deed no.	Registry details
1	Siue Light Villa			10.1000	A.R.A - IV. Kolkata	12-Feb- 2016	19040 1443 /2016	Book No. I, CD Volume No. 1904 - 2016, Page



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	(f) Ltd							54258 to 54289. L.R.
2.	Lily Niwas	447	1.8600		ADSR_ Bidhasnaga r	31-Dec- 2010	00054/ 2011	Book No. L CD Volume No. I, Page 1107 to 1125, LR, Khatlan No. 428/1, 808/1 & 1032/1, Mouzza – Thakdari, P.S. Rajarhat, ADSR Bidinanagar, JL NO. 19, Tourl 145 Dist. 24 PGS (North)
			3.5220	12.3487	ADSR. Bliffsannaga y	7-Jan- 2011	00186/ 2011	Book No. I, CD Volume No. I, Page 4397 to 4411, I.R. Khatian No. 1041, Mouza - Thakdari, P.S. Rajarhut, ADSR Bidhannagar, Jl. NO. 19, Touzi 145 Dist 24 PGS (North)
			3.1000		ADSR. Bidframaga r	9-Mars 2011	02986/ 2011	Book No. 1, CD Volumo No. 5, Page 10250 to 10367, LR. Kharian No. 476, 539, 744/1, 559 & 149/1, Mostzs — Thaledori, P.S. Rajarhat, AOSR Hulbannagur, JL NO. 19, Touzi 145 Dist. 24 PGS (North)
		1333	3.0334	1, 15.5	A.R.A IV, Kolkuts .	33.08.20 16	19040 7750 2016	24 POS (NORU) Book No. I, CD Volume No. 1904- 2016, Page 283385 10 283610, LR. Khatian No. 65, Mosza



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								- Thakdari, P.S. Rajarhat, ADSR, Bidhanmagar, JL NO. 19, Touzi 145 Dist. 24 PGS (North)
		1334	0.8333					
3.	Shivmani Promoters (P) Ltd.	1399	9,8568	9.8568	A.B.A - IV ₁ Kollusa	12-Feb- 2016	190401 434 /2016	Book No. J. CD Volume No. 1904 - 2016, Page 54514 to 54542. L.R. Khattan No. 1662, Mestza- Thukdari, P.S. Rajarhat, ADSR Bidhannagar, JL NO. 19, R.S. 216, Touzi 145 Dist. 24 PGS (North)

The Fifth Schedule Above Referred To [Powers]

- 1
- 1 To defend possession of each of the Land Parcels comprising the Subject Land and every part thereof and the Access Road, and also to manage, maintain and administer the Project and all the building(s),improvement(s), structure(s) to be constructed thereon and every part thereof.
- To ward off, prohibit, and if necessary, proceed in/before the appropriate forum of law against trespassers and/or encroachers, if any, and to take appropriate legal steps.
- To have the soil tested and to measure/survey each of the Land Parcels comprising the Subject Land.
- 4. To appoint and engage architects, engineers, specialists, consultants, valuers, surveyors, contractors, agencies, service providers, etc. and other Person or Persons as may be required from time to time, and to revoke his/their/its appointment and re-appoint any other Person in his/their/its place and stead for the aforesaid purposes, and to settle and pay their fees and/or compensation.
- 5. To prepare or cause to be prepared plans for construction of building(s) on any Land Parcel comprising the Subject Land together with any modifications/amendments/revisions/alterations from time to time, to submit the same before the concerned authorities including but not limited to the concerned numicipality/municipal corporation and/or panchayat, as the case may be, and to have the same sanctioned and modified and/or amended and/or revised and/or altered, and for the aforesaid purpose to sign, execute, deliver and submit all applications, papers, documents, statements,



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affidavits, forms, undertakings, declarations etc. as may be necessary and/or required from time to time.

- To appear and represent each of the Owners before any and/or all authorities(statutory or otherwise) and/or any government and/or semi-government authorities, revenue authorities, including but not limited to the concerned municipality/municipal corporation/panchayat, HIDCO, Block Land & Land Reforms Office, Collector, Additional Collector Survey Authorities, Town Planning Authorities, Development Trust & Authority, West Bengal Fire Services, police, the pollution control board and/or the environment department and all licensing authorities and/or any other statutory authority and/or any other authorities appointed under the law for the time being in force, for any matter connected with any of the Land Parcels comprising the Subject Land and/or the Access Road including the Culvert, and further to apply for and obtain any approvals, sanctions, permissions, etc. and for the aforesaid purpose to sign, execute, submit and deliver all letters, applications, agreements, documents, undertaking, forms, affidavits and papers as may be necessary or required from time to time.
- 7. To pay the fees, obtain sanctions and/or approvals and/or consents and such other orders and/or permissions from the concerned authorities as may be necessary and/or expedient for the sanction and/or modification, alteration etc. of the building plan, to receive refund of the excess amount of fees, if any paid for the same, and also to apply for and obtain from the concerned authorities, the occupancy certificate(s) and/or the completion certificate(s).
- To submit and take delivery of the Title Deeds and the Lease Deed and all papers and documents as be required by any of the necessary authorities including but not limited to for any of the aforesaid purposes.
- 9. To apply for and obtain electricity, gas, water, sewerage, drainage, tube-well, generator, lift and/or connections of any other facility and/or utility in and/or to the Subject Land and/or the Project and/or to make alterations therein, and to close down and/or to have the same disconnected, and for such purpose to sign, execute, submit and deliver all deeds, papers, applications, documents and plans, and do all others acts, deeds and things as may be deemed fit and proper by the Developer.
- 10. To obtain and/or give right of way, access, right to lay drains, water mains, electric cables, telephone, fax lines and telegraph cables etc., underground and over-head (as the case may be) on such terms and conditions as may be determined by the Developer at is sole and absolute discretion, and for such purpose to obtain and give, sign, execute and deliver all deeds, undertakings, writings, etc., as may be necessary or required from time to time.
- 11. To ask, demand, sue for recovery and receive, of and from all Persons and/or Governmental Authorities and/or bodies/authorities (statutory or otherwise), any claims or demands or actions or rights or otherwise, of or relating to or concerning any of the Land Parcels comprising the Subject Land and/or the proposed development thereof howsoever.
- To file, initiate, prosecute, enforce, defend, oppose etc. all suits, writ petitions, actions, demands, legal proceedings (whether alvil or criminal), appeals etc. in any court of law and/or tribunal and/or any quasi-judicial authority and/or any other forum in any manner concerning any of the Land Parcels comprising the Subject Land and/or the Access Rand and/or pertaining to the Culvert Rights, including acquisition/requisition/vesting of any part or portion of the Subject Land, and if deemed fit by the Developer, to make a counter claim



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and/or compromise and/or settle and/or abandon each of such suits, writ petitions, actions, legal proceedings etc. upon such terms and conditions as the Developer may deem fit and proper and/or to refer any dispute to arbitration as the Developer may deem fit and proper, and further to depose, give evidence and make submissions for and on behalf of each of the Owners in each of such legal proceedings etc.

- 13. To sign, execute, verify, affirm, file, submit, serve etc. all statements, affidavits, applications, undertakings, plaints, petitions, written statement, memo of appeal etc. and all and any other papers, deeds, documents as may be necessary to be executed for and/or on behalf of each of the Owners in pursuance of the powers granted herein.
- 14. To sign, issue, deliver, serve, receive and accept all notices, writ of summons, letters and correspondence as may be required from time to time in connection with all or any
 - of the matters contained herein and/or in this Agreement including but not limited to HIDCO.
- 15. To negotiate and sell and/or Transfer and/or convey and/or assign and/or lease and/or let and/or deal with and/or mortgage and/or charge and/or Encumber any part or portion of any of the Land Parcels comprising the Subject Land and/or any undivided share and/or interest in therein and/or any building(s)/improvement(s) etc. which may be constructed thereon and/or any part or portion thereof and/or any of the several areas/spaces (open and/or covered) thereat, in accordance with this terms of this Agreement, on such terms and to such Persons as the Developer may deem fit and proper, and to receive and appropriate the entirety of the consideration in lieu thereof and/or for such other purpose as may be deemed fit by the Developer.
- To grant rights over/in respect of the Access Road including the Culvert in favour of the Identified Person(s) for the purpose stipulated in this Agreement.
- 17. To do, execute and perform all acts, deeds and drings pertaining to Title Rectification.
- 18. To sign, execute, enter into, modify, cancel, alter, draw, approve, present for registration and admit the execution of all papers, deeds, documents, contracts, agreements, conveyance deeds, leases, grants, gifts, assurances, applications, declarations and all other documents in connection with any of the Land Parcels comprising the Subject Land and/or any part or portion thereof, inter alia, for the sale, Transfer, lease, license, assignment, mortgage, creation of any Encumbrance etc. an/over/in respect of any of the Land Parcels comprising the Subject Land and/or any part or portion thereof and/or any undivided share and/or interest therein and/or any building(s)/improvement(s) etc. which may be constructed thereon and/or any part or portion thereof and/or any of the several areas/spaces (open and/or covered) thereat, in accordance with the terms of this Agreement, on such terms and to such Person(s) as the Developer may doesn fit and proper, and/or for such other purpose as may be deemed fit by the Developer.
- 19. To sign, execute, enter into, modify, enneet, aher, draw, approve, present for registration and admir execution of all papers, deeds, documents, contracts, agreements, assurances, applications, declarations and all other documents in connection with the Access Road including the Culvert in accordance with the terms of this Agreement, on such terms and to such Identified Person(s) as the Developer may deem fit and proper.
- 20. To arrange for financing of the project (project finance) from any Banks and/or Financial Institutions for construction and completion of the project upon such terms and conditions as may be applicable. Such finance may be secured by mortgaging the said project land belonging to the Owners in favour of any bank/ financial institution by deposir of original title deeds of the said project land and the originals of other deeds and documents by way of Equirable Mortgage and/or by executing Simple Mortgage and/or by creating English mortgage. Further the Developer shall create charge in respect of



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its share of revenue or allocation in the project without creating any charge / liability in respect of Owner's share of revenue or owner's allocation in the project. Further, the Developer may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposit title deeds, deliver the title deeds and to receive back the title deeds, etc."

- 21. To sign, execute, deliver, enter into, present for registration and admit execution of all papers, deeds, documents, contracts, agreements, conveyance deeds, declarations and all other documents in connection with rectification of the title of any of the Land Parcels comprising the Subject Land and/or amendment of the Lease Deed.
- 22. To hand over and/or deliver the various parts and/or portions of any of the Land Parcels comprising the Subject Land and/or the Project and/or the building(s) /improvement(s) to be constructed on any of the Land Parcels comprising the Subject Land including the units, parking spaces, etc. therein, to such Person(s), in terms of this Agreement, as the Developer may at its absolute discretion deem fit and proper.
- 23. To ask for, receive and recover from the Intending Transferee(s) all consideration, charges, service charges and other charges and sums of moneys in respect of any part or portion of any of the Land Parcels comprising the Subject Land and/or the Project and/or the building(s)/improvement(s) to be constructed on any of the Land Parcels comprising the Subject Land and/or the spaces thereon/therein in any manner whatsoever, and also on non-payment thereof, to enter upon and restrain and/or take legal steps for the recovery thereof as the Developer may deem fit and proper.
- 24. To appear and represent each of the Owners before all authorities for fixation and/or finalization of the land revenue and/or valuation of each of the Land Parcels comprising the Subject Land, and for such purpose to sign, execute, submit and deliver necessary papers and documents, and to do, execute and perform all other acts, deeds and things as the Developer may deem fit and proper.
- 25. To make necessary representations including filing of complaints and appeals before all the concerned authorities including the courts of competent jurisdiction for/regarding the fixation of the land revenue and/or valuation of each of the Land Parcels comprising the Subject Land and/or the rateable value of the new building(s) to be constructed thereon, and to file appeals, applications and other proceedings in any court, forum or tribunal.
- 26. To do, execute and carry out all acts, deeds, matters and things as may be found necessary and expedient for the purpose of effective development of each of the Land Parcels comprising the Subject Land and/or the Project and/or dealing with each of the Land Parcels comprising the Subject Land and/or the constructions thereon and/or the Access Road including the Culvert.
- 27. To appear and represent each of the Owners before any Notary Public, Registrar of Assurances and/or any other Registrar having Jurisdiction over the Land Parcels comprising the Subject Land and/or the Access Road including the Culvert, Metropolitan Magistrate, oath commissioner(s), any other officers and/or government body(ics)and/or department(s), and to make submissions for and on behalf of each of the Owners.



1 4 JUN 2018

- 28. For the better doing and more effectually executing the powers and authorities aforesaid or any of them, to retain, employ and appoint advocates, pleaders, mukhtiars, agents etc., to terminate their appointment from time to time and to appoint others.
- To do all acts, deeds and things concerning the authorities granted herein and/or in/under this Agreement in respect of each of the Land Purcels comprising the Subject Land and the Access Road and the Culvert.
- 30. To make representations and warminties for and on behalf of each of the Owners in respect of the Owners and each of the Land Parcels comprising the Subject Land including restating and reiterating the representations and warranties made by the Owners in/under this Agreement.
- To appoint substitute or substitutes and delegate the powers and authorities granted hereby in part or in whole and to revoke any of such appointments.

And Generally to do all other acts, deeds and things concerning each of the Land Parcels comprising the Subject Land which each of the Owners could have done under their respective hands and senls.



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In Witness Whereof each of the Parties hereto have set and subscribed their respective hands and seals on the day and the year first hereinbefore written.

Executed and Delivered by the Owners at Kolkata in the presence of:

The Common Seal of the Owner No. I has been hereunto affixed pursuant to a resolution passed by its Board of Directors dated 16th day of October, 2017 in the presence of Mr. Giriraj Bhutra who has signed these presents in token thereof.

BLUE LIGHT VALLA PRIVACE LIMITED

Chickenson

Blue Light Villa Private Limited (Owner No. 1)

The Common Seal of the Owner No. 2 has been bereamon affixed pursuant to a resolution passed by its Board of Directors dated 16th day of October, 2017, in the presence of Mr. Giriraj Bhutra who has signed these presents in token thereof.

LICY MINNS PRIVATE CHATTED

Director

Lily Niwas Private Limited (Owner No.2)

TRAFTED BY Jamie M. James.

MD. MANIR UZ JAMAN Licence No. DW-I-38.

Tank No.1, Kelkata-700150 Mebile: 9830538095/842072996 Mebile: manicirels2@gmail.com 62



Resident Charles Sun Provide Resident, New York, North 78-Prie

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The Common Seal of the Owner No. 5 has been hereumo affixed pursuant to a resolution passed by its Board of Directors dated 16th day of October, 2017, in the presence of Mr. Giriraj Bhutra who has signed these presents in token thereof.

SHIVMANI PROMOTERS PRIVATE LIMITED

Director

Shivmani Promoters Private Limited (Owner No.3)

Executed and Delivered by the Developer st Kolksta in the presence of:

The Common Seal of the Developer has been hereunto affixed pursuant to a resolution passed by its board of Directors 1st day of November, 2017 in the presence of Mr. Radheshyam Pancharia who has signed these presents in token thereof.

PS GROUP REALTY PVT. LTD.

Directo

PS Group Realty Private Limited (Developer)

Witness:

1. Sweajid Don. 35/D, E.N. Ray Road. Kas- 700 039

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2. Fair

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Major Information of the Deed

Dead No ;	1-1523-06988/2018	Date of Registration	21/06/2018		
Query No / Year	1523-0000922118/2018	Office where deed is registered			
Query Date	12/06/2018 11:08:50 PM	A.D.S.R. RAJARHAT, District, North 24-Pargana			
Applicant Name, Address & Other Details	SUKHOBRISHTI, AA-III, NEW TO	NO2, 2ND FLOOR, SHAPOORJI HOUSING COMPLEX, W TOWN, Thana: New Town, District: North 24-Parganas 56, Mobile No. 9830538095, Status, Dieed Writer			
Transaction		Additional Transaction			
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 58,64,0167.]			
Set Forth value		Market Value			
Rs 5/-		Rs. 3,52,42,360/-			
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 75,021/- (Article:48(g))	.,	Rs. 58,661/- (Article: E, E, B)			
Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing	the assement slip.(Urban		

Land Details:

Distinct: North 24-Parganas, P.S.- Rajamat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Thakdari, Mouza: Thakdari

Sch	Plot Number	Khatian	Land Proposed	E. C. St. Control of the Control	Area of Land	SetForth Value (in Rs.)	Market Value (in Rs.)	Other Details
L1	LR 117	LR-1665	Buetu	Shall	R 4R2 Flex	17.	92 53 090/	Property is on Road Adjacent to Metal Road.
L2	LR-1333	LR-1665	Bastu	Shell	3 0334 Dec	1/-	33,09,163/-	Property is on Road Adjacent to Metal Road.
L3	LR-1334	LR-1865	Bastu	Shall	0.8333 Dec	ME.	9,09,054/-	Property is on Road Adjacent to Metal Road,
1.4	LR-1359	LR-2258	Bastu	Shall	9.8568 Dec	1/-	1,07,52,872/-	Property is on Road Adjacent to Metal Road,
1.5	LR-1359	LR 2257	Вавіи	Shali	10.1 Dec	1/-	1,10,18,181/-	Property is on Road Adjacent to Metal Road,
		TOTAL :			32.3056Dec	5/-	352,42,360 /-	
	Gran	d Total:			32.3055Dec	51-	352,42,360 /-	

Land Lord Details :

SI No	Name, Address, Photo, Finger print and Signature
	BLUE LIGHT VILLA PRIVATE LIMITED 15B, ARMENIAN STREET, TRPL TOWER, 8TH FLOOR, P.O BURROBAZAR, P.S Burrobazar, Kolkala, District: Kolkata, West Bengal, India, PIN - 780001, PAN No. AAGCB42600, Status Organization, Executed by: Representative, Executed by: Representative.

Major Information of the Deed .- I-1523-06988/2018-21/06/2018



LILY NIWAS PRIVATE LIMITED 15B, ARMENIAN STREET, TRPL TOWER, 6TH FLOOR, P.O.-BURROBAZAR, P.S.-Burrobazar, Kolkata, District:-Kolkata, West Bengai, India, PIN - 700001, PAN No.:: AABCL7156N, Status: Organization, Executed by Representative, Executed by: Representative

SHIVMANI PROMOTERS PRIVATE LIMITED 3 158, ARMENIAN STREET, TRPL TOWER, 6TH FLOOR, P.O.-BURROBAZAR, P.S.-Burrobazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 760001, PAN No.: AAWCS3134J, Status: Organization, Executed by: Representative, Executed by: Representative

Developer Details:

SI No	Name,Address,Photo,Finger print and Signature
	PS GROUP REALTY PRIVATE LIMITED 1002 E.M. BYE PASS, P.O DHAPA, P.S Tangra, District -South 24-Parganes, West Bengal, India, PIN - 700105, PAN No.: AABCP5390E, Status: Organization, Executed by Representative

Representative Details:

SI No	Name, Address, Photo, Finger print and Signature
1	Mr GIRIRAJ BHUTRA Son of NAND KISHORE BHUTRA 6 KALI KRISHNA TAGORE STREET, P.O JORABAGAN, P.S Jorabagan, Kolkata, District -Kolkata, West Bengal, India, PIN - 700007, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of India, PAN No.: BJRPB0712R Status: Representative, Representative of: BLUE LIGHT VILLA PRIVATE LIMITED (as DIRECTOR), LILY NIWAS PRIVATE LIMITED (as DIRECTOR), SHIVMANI PROMOTERS PRIVATE LIMITED (as DIRECTOR)
2	Mr RADHESHYAM PANCHARIA (Presentant) Son of Shri. BHANWARLAL PANCHARIA 1002 E.M. BYE PASS, P.O.: DHAPA, P.S.: Tangra, District South 24-Pargamas, West Bengal, India, PIN = 700105, Dex. Male, By Gasto: Hindu, Occupation. Service, Citizen of India, PAN No.: AEOPP5365K Status: Representative, Representative of IPS GROUP REALTY PRIVATE LIMITED (as AUTHORIZED SIGNATORY)

	Name & address
SURAJIT DAS Son of N. C. DAS 35/D, C. N. ROY ROAD, P.O. TILJALA	P.STiljala, District:-South 24-Parganes, West Bengal, India, PIN - 70003
Sex: Male, By Caste: Hindu, Occupation RADHESHYAM PANCHARIA	n: Business: Citizen of: India, ; Identifier Of Mr GIRIRAJ BHUTRA, Mr

Major Information of the Deed | 1523-06988/2018-21/06/2018



	fer of property for L1			
SI.No	From	To. with area (Name-Area)		
4	BLUE LIGHT VILLA PRIVATE LIMITED	PS GROUP REALTY PRIVATE LIMITED-2-82733 Dec		
2	LILY NIWAS PRIVATE LIMITED	PS GROUP REALTY PRIVATE LIMITED-2.82733 Dec.		
3	SHIVMANI PROMOTERS PRIVATE LIMITED	PS GROUP REALTY PRIVATE LIMITED-2.82733 Dec		
Trans	fer of property for L2			
SI.No	From	To, with area (Name-Area)		
1	BLUE LIGHT VILLA PRIVATE LIMITED	PS GROUP REALTY PRIVATE LIMITED-1,01113 Dec		
2	LILY NIWAS PRIVATE LIMITED	PS GROUP REALTY PRIVATE LIMITED-1 01113 Dec		
3	SHIVMANI PROMOTERS PRIVATE LIMITED	PS GROUP REALTY PRIVATE LIMITED-1.01113 Dec		
Trans	fer of property for L3			
51.No	From	To, with area (Name-Area)		
1	BLUE LIGHT VILLA PRIVATE LIMITED	PS GROUP REALTY PRIVATE LIMITED 0.277767 Dec		
2	LILY NIWAS PRIVATE LIMITED	PS GROUP REALTY PRIVATE LIMITED-0.277767 Dec		
3	SHIVMANI PROMOTERS PRIVATE LIMITED	PS GROUP REALTY PRIVATE LIMITED-0.277767 Dec		
Trans	fer of property for L4			
	From	To, with area (Name-Area)		
1	BLUE LIGHT VILLA PRIVATE LIMITED	PS GROUP REALTY PRIVATE LIMITED-3.2856 Dec		
2	LILY NIWAS PRIVATE LIMITED	PS.GROUP REALTY PRIVATE LIMITED-3:2856 Dec		
3	SHIVMANI PROMOTERS PRIVATE LIMITED	PS GROUP REALTY PRIVATE LIMITED 3.2856 Dec		
Trans	fer of property for L5			
SI.No	From	To, with area (Name-Area)		
1	BLUE LIGHT VILLA PRIVATE LIMITED	PS GROUP REALTY PRIVATE LIMITED-3:36667 Dec		
2	LILY NIWAS PRIVATE	PS GROUP REALTY PRIVATE LIMITED-3 36667 Dec		
3	SHIVMANI PROMOTERS PRIVATE LIMITED	PS GROUP REALTY PRIVATE LIMITED-3.38887 Dec		





Endorsement For Deed Number: 1 - 152306988 / 2018

On 14-06-2018

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

Presented for registration at 18:30 hrs on 14-06-2018, at the Private residence by Mr. RADHESHYAM PANCHARIA .

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

Certified that the market value of this property which is the subject matter of the deed has, been assessed at Rs 3.52.42.360/-

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

Execution is admitted on 14-06-2018 by Mr GIRIRAJ BHUTRA. DIRECTOR, BLUE LIGHT VILLA PRIVATE LIMITED, 15B, ARMENIAN STREET, TRPL TOWER, 6TH FLOOR, P.O. BURROBAZAR, P.S. Burrobazar, Kolkata, District-Kolkata, West Bengal, India, PIN - 700001; DIRECTOR, LILY NIWAS PRIVATE LIMITED, 15B, ARMENIAN STREET, TRPL TOWER, 6TH FLOOR, P.O. BURROBAZAR, P.S. Burrobazar, Kolkata, District-Kolkata, West Bengal, India, PIN - 700001; DIRECTOR, SHIVMANI PROMOTERS PRIVATE LIMITED, 15B, ARMENIAN STREET, TRPL TOWER, 6TH FLOOR, P.O. BURROBAZAR, P.S. Burrobazar, Kolkata, District-Kolkata, West Bengal, India, PIN - 700001

Indetified by SURAJIT DAS., Son of N. C. DAS, 36/D, C. N. ROY ROAD, P.O. TILJALA, Thana: Tiljala, South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by profession Business

Execution is admitted on 14-08-2018 by Mr RADHESHYAM PANCHARIA, AUTHORIZED SIGNATORY, PS GROUP REALTY PRIVATE LIMITED, 1002 E.M. BYE PASS, P.O.: DHAPA, P.S.: Tangra, District.-South 24-Parganas, West Bengal, India, P.N.: 700105

Indetified by SURAJIT DAS. , Son of N. C. DAS. 35/D, C. N. ROY ROAD, P.O. TILJALA, Thana: Tiljala. , South 24-Perganes, WEST BENGAL, India, PIN - 700039, by coste Hindu, by profession Business.



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

North 24-Parganas, West Bengal

On 15-06-2018

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 58,6617- (B = Rs 58,6407 ,E = Rs 217-) and Registration Fees paid by by online = Rs 58,6617-

Description of Online Payment using Government Receipt Portal System (GRIPS); Finance Department, Govt. of WB Online on 14/06/2018 1.06PM with Govt. Ref. No. 192018190248917191 on 14-06-2018, Amount Rs. 58,661/4, Bank Indian Bank (ID)8000C001); Ref. No. IB14062018071750 on 14-06-2018, Head of Account 0030-03-104-001-16

Major Information of the Deed :- 1-1523-06988/2018-21/06/2018



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Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by by online = Rs 74,921/-

Description of Unline Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of W8 Online on 14/06/2018. 1:06PM with Govt. Ref. No. 192018190248917191 on 14-06-2018, Amount Rs: 74,921/-, Bank: Indian Bank (TDIB000C001), Ref. No. IB14062018071750 on 14-06-2018, Head of Account 0030-02-103-003-02.



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

On 21-05-2018

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

Admissible under rule 21 of West Bengal Registration Rule, 1982 duly stamped under schedule 1A. Article number: 48 (g) of Indian Stamp Act 1899

Payment of Stamp Duty

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

1. Stamp: Type: Impressed, Sonal no 2859, Amount, Rs. 100/-, Date of Purchase: 03/01/2018, Vendor name: S Das

Dia

Debasish Dhar

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFIGE OF THE A.D.S.R. RAJARHAT

North 24-Parganas, West Bengal

Major Information of the Deed - I-1523-06988/2018-21/06/2018





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2018, Page from 235838 to 235916 being No 152306988 for the year 2018.



Digitally signed by DEBASISH DHAR Date: 2018 06 25 16:52:19 +05:30 Reason: Digital Signing of Deed.

Dan-

(Debasish Dhar) 25-06-2018 4:52:04 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. RAJARHAT West Bengal.

(This document is digitally signed.)