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Notarized that the document is genuine
Registration, the signature sheets and
endorsement sheets attached with
the document are part of this document

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NOT TO
SIGN

District Sub-Registrar &
 Registrar U/S 7(2) of
 Registration Act 1908
 Alipore, South 24 Parganas
30 NOV 2017

J.Pee

THIS DEVELOPMENT AGREEMENT made this 22nd
 day of September, Two Thousand Seventeen **BETWEEN (1)**
EESHVI REAL ESTATE LLP, having LLPIN AAI-9807, having
 PAN AAGFE6798P, a limited liability partnership, having its
 registered office at 12C, Chakaraberia Road (North), Post Office
 Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata 700
 020, **(2) ILLUSION DEVELOPERS PRIVATE LIMITED**, having
 CIN U45400WB2011PTC165413, having PAN AACCI6720L, a
 Company incorporated under the Companies Act, 1956, having
 its registered office at 122/1R, Satyendranath Majumdar
 Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata

1725
No. 1725 Dt. 100/1
Mrs. Smt. _____
Address _____
P. S. _____
Vendor _____

C. BANERJEE
Advocate
Alipore Police Court
Kolkata - 700 027

Santosh Kr. Das
ALIPUR POLICE COURT
Kolkata - 27

07 APR 2017

Gaulam Mukherjee



V.L.T. no
3982

EESHVI REAL ESTATE LLP, EESHVI VILLA
LLP, EKARAJ HOUSING LLP, EKARAJ PROPERTIES
LLP, EKARAJ REAL ESTATE LLP, EESHVI TOWER
LLP, EKARAJ BUILDER LLP, EKARAJ
INFRASTRUCTURE LLP, AYANNA PROJECTS LLP,
ESTHER BUILDCON LLP, ETAKA HOMES LLP, AYANNA
CONSTRUCTION LLP, EVARAJ COMPLEX LLP, ESTHER
PROPERTIES LLP, WRIDDHI INFRASTRUCTURE LLP,
WRIDDHI REAL ESTATE LLP, WISHFUL BUILDCON LLP,
WRIDDHI CONCLAVE LLP, AYANNA DEVELOPERS LLP,
ETAKA BUILDERS LLP, ESTHER INFRAPROJECTS LLP,
EVARAJ PROJECTS LLP



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ILLUSION DEVELOPERS PRIVATE LIMITED, INTEGRAL
PROPERTIES PRIVATE LIMITED, STAR PLAZA PRIVATE
LIMITED, WRIDDHI DEVELOPER PRIVATE LIMITED,
IKKA INFRA PROJECTS PRIVATE LIMITED, EKDANT
INFRACON PRIVATE LIMITED.

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Identified by me
Alamgir Reza Adv
S/o, Jahangir Reza
28/1, Judges Court Road
P.O. & P.S. Alipore
700027

700 026, **(3) EESHVI VILLA LLP**, having LLPIN AAI-9646, having PAN AAGFE4142H, **(4) EKARAJ HOUSING LLP**, having LLPIN AAI-9644, having PAN AAGFE4177Q, both limited liability partnerships, both having their respective registered offices at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata 700 026, **(5) INTEGRAL PROPERTIES PRIVATE LIMITED**, having CIN U45400WB2011PTC165408, having PAN AACCI6721M, a Company incorporated under the Companies Act, 1956, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata 700 026, **(6) EKARAJ PROPERTIES LLP**, having LLPIN AAJ-0095, having PAN AAGFE4144B, **(7) EKARAJ REAL ESTATE LLP**, having LLPIN AAI-9859, having PAN AAGFE4145A, both limited liability partnerships, both having their respective registered offices at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata 700 026, **(8) EESHVI TOWER LLP**, having LLPIN AAJ-0093, having PAN AAGFE5061M, a limited liability partnership, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata 700 020, **(9) EKARAJ BUILDER LLP**, having LLPIN AAI-9748, having PAN AAGFE4143G, **(10) EKARAJ INFRASTRUCTURE LLP**, having LLPIN AAI-9747, having PAN AAGFE4139C, **(11) AYANNA PROJECTS LLP**, having LLPIN AAI-9829, having PAN ABIFA3805G, all limited liability partnerships, all having their respective registered offices at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata 700 026, **(12) ESTHER BUILDCON LLP**, having LLPIN AAJ-0094, having PAN AAGFE5659K, **(13) ETAKA HOMES LLP**, having LLPIN AAI-9904, having PAN AAGFE5565L, **(14) AYANNA CONSTRUCTION LLP**, having LLPIN AAJ-0162, having PAN ABIFA8562C, all limited liability partnerships, all having their respective registered offices at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata 700 020, **(15) EVARAJ COMPLEX LLP**, having LLPIN AAI-9857, having PAN AAGFE4140F, **(16) ESTHER PROPERTIES LLP**, having LLPIN AAI-9641, having PAN AAGFE4141E, both limited liability partnerships, both having their respective registered offices at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata 700 026, **(17) WRIDDHI INFRASTRUCTURE LLP**, having LLPIN AAJ-0272, having PAN AACFW6479K, a limited liability partnership, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata 700 020, **(18) WRIDDHI REAL ESTATE LLP**, having LLPIN AAI-9643, having PAN AACFW5795Q, a limited liability partnership, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata 700 026, **(19) WISHFUL BUILDCON LLP**, having LLPIN AAJ-9109, having PAN AACFW7294A, a limited liability partnership, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata 700 020, **(20) STAR PLAZA PRIVATE LIMITED**, having CIN U70101WB1998PTC086776, having PAN AAZCS4293H, a company incorporated under the Companies Act, 1956, having its registered office at 1002, E M Bypass, Front Block, Kolkata 700 046, **(21) WRIDDHI CONCLAVE LLP**, having LLPIN AAI-9907, having PAN



VCTA M
3880

PS VINAYAK COMPLEX LLP

Rehnu J.D.

Designated Partner

VCTA M



3881

PS VINAYAK COMPLEX LLP

Umesh Kyal

Partner



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Alangir Puzar

AACFW6211D, **(22) AYANNA DEVELOPERS LLP**, having LLPIN AAJ-0163, having PAN ABJFA1804C, both limited liability partnerships, both having their respective registered offices at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata 700 020, **(23) ETAKA BUILDERS LLP**, having LLPIN AAJ-0164, having PAN AAGFE5573L, **(24) ESTHER INFRAPROJECTS LLP**, having LLPIN AAJ-0406, having PAN AAGFE5567J, **(25) EVARAJ PROJECTS LLP**, having LLPIN AAI-9993, having PAN AAGFE5568H, all limited liability partnerships, all having their respective registered offices at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata 700 020, **(26) WRIDDHI DEVELOPER PRIVATE LIMITED**, having CIN U45400WB2013PTC191422, having PAN AABCW3621R, **(27) IKKA INFRA PROJECTS PRIVATE LIMITED**, having CIN U45400WB2013PTC191426, having PAN AADC11900M, both companies incorporated under the Companies Act, 1956, both having their respective registered offices at 161/1, Mahatma Gandhi Road, 2nd Floor, Room No.41, Post Office Burrabazar, Police Station Jorasanko, Kolkata 700 007 and **(28) EKDANT INFRACON PRIVATE LIMITED**, having CIN U45400WB2012PTC172292, having PAN AACCE9303M, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata 700 020, all being represented by their authorized signatory **Gautam Mukherjee**, having PAN BISPM1990E, son of Late Jiban Krishna Mukherjee, residing at Sahara Ghosh Para, Post Office Micheal Nagar, Police Station Airport, Kolkata 700 133, hereinafter collectively referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in case of company - their respective successor or successors-in-interest and assigns and in case of Limited Liability Partnership - the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners of the said limited liability partnership and their respective heirs, legal representatives, executors, administrators and assigns) of the **ONE PART AND PS VINAYAK COMPLEX LLP**, having LLPIN AAD-6375, having PAN AARFP0290N, a limited liability partnership having its registered office situated at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata 700 026, represented by its **Designated Partner** KYAL DEVELOPERS PVT LTD, having CIN U70109WB1995PTC076151, having PAN AABCK3070E, a Company incorporated under the Companies Act, 1956, having its registered offices at 122/1R, Satyendra Nath Majumder Sarani, Police Station Kalighat, Police Station Tollygunge, Kolkata 700 026, represented by its Director **Rahul Kyal**, having PAN AGHPK1359F, son of Balkrishan Kyal, **Partner** ZIRCON DEALERS PRIVATE LIMITED, having CIN U51109WB1996PTC081950, having PAN AAACZ1160H, a company incorporated under the Companies Act, 1956, having its registered office situated at 122/1R, Satyendra Nath Majumder Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata 700 026, represented by its Director **Umesh Kyal**, having PAN AGCPK9667R, son of Late Govind Ram Kyal, having been duly authorized in that regard by all the other partners, hereinafter referred to as **DEVELOPER** (which term or



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expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners of the said limited liability partnership and their respective heirs, legal representatives, executors, administrators and assigns) of the **OTHER PART**:

WHEREAS :

- A) By several Indentures of Conveyance, details are annexed herewith, marked as **Annexure A**, the Owners herein have purchased and are jointly seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 221 decimal, be the same a little more or less, lying and situate at Mouza Daulatpur, J.L. No.79, Mouza Sarmasterchak, J.L. No.17, both under Police Station Bishnupur, within the limits of Kulerdari Gram Panchayet, both in the District of South 24-Parganas, more fully and particularly described in the **First Schedule** hereunder written (hereinafter referred to as the **said land**).
- B) The Owners have duly recorded their respective names in respect of said land in the records of Block Land and Land Reforms Office at Bishnupur-I under several Land Reforms Khatian numbers. List of Land Reforms Khatian numbers in detail is annexed herewith, marked as **Annexure B**.
- C) By a Development Agreement dated 15th day of January, 2016, made between the Owners herein alongwith one Ayanna Properties Pvt. Ltd., Ayanna Homes Pvt. Ltd., Eeshvi Real Estate Private Limited, Eeshvi Villa Pvt. Ltd., Ekaraj Housing Private Limited, Ekaraj Properties Private Limited, Ekaraj Real Estate Private Limited, Eeshvi Tower Private Limited, Ekaraj Builder Pvt. Ltd., Ekaraj Infrastructure Private Limited, Ayanna Projects Pvt. Ltd., Esther Buildcon Pvt. Ltd., Etaka Homes Private Limited, Ayanna Construction Pvt. Ltd., Evaraj Complex Pvt. Ltd., Esther Properties Private Limited, Wriddhi Infrastructure Private Limited, Wriddhi Real Estate Private Limited, Wishful Buildcon Private Limited, Wriddhi Conclave Private Limited, Ayanna Developers Pvt. Ltd., Etaka Builders Pvt. Ltd., Esther Infraprojects Pvt. Ltd. and Evaraj Projects Private Limited, therein collectively referred to as the Owners of the One Part and the Developer herein therein referred to as the Developer of the Other Part (hereinafter referred to as the **Said Agreement**), the Owners therein had appointed the Developer therein to construct erect and commercially exploit by developing building/s upon All That the piece and parcel of land mentioned therein more fully and particularly described in the First Schedule thereunder written as per the terms and conditions therein contained.
- D) The said Eeshvi Real Estate Private Limited, Eeshvi Villa Pvt. Ltd., Ekaraj Housing Private Limited, Ekaraj Properties Private Limited, Ekaraj Real Estate Private Limited, Eeshvi Tower Private Limited, Ekaraj Builder Pvt. Ltd., Ekaraj Infrastructure Private Limited, Ayanna Projects Pvt. Ltd., Esther Buildcon Pvt.



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Ltd., Etaka Homes Private Limited, Ayanna Construction Pvt. Ltd., Evaraj Complex Pvt. Ltd., Esther Properties Private Limited, Wriddhi Infrastructure Private Limited, Wriddhi Real Estate Private Limited, Wishful Buildcon Private Limited, Wriddhi Conclave Private Limited, Ayanna Developers Pvt. Ltd., Etaka Builders Pvt. Ltd., Esther Infracorps Pvt. Ltd. and Evaraj Projects Private Limited, were converted into the Limited Liability Partnership(s) on the 28th day of March, 2017, the 27th day of March, 2017, the 27th day of March, 2017, the 30th day of March, 2017, the 29th day of March, 2017, the 30th day of March, 2017, the 28th day of March, 2017, the 28th day of March, 2017, the 28th day of March, 2017, the 30th day of March, 2017, the 29th day of March, 2017, the 27th day of March, 2017, the 31st day of March, 2017, the 27th day of March, 2017, the 6th day of July, 2017, the 29th day of March, 2017, the 30th day of March, 2017, the 30th day of March, 2017, the 31st day of March, 2017 and the 29th day of March, 2017, respectively and changed their names to Eeshvi Real Estate LLP, Eeshvi Villa LLP, Ekaraj Housing LLP, Ekaraj Properties LLP, Ekaraj Real Estate LLP, Eeshvi Tower LLP, Ekaraj Builder LLP, Ekaraj Infrastructure LLP, Ayanna Projects LLP, Esther Buildcon LLP, Etaka Homes LLP, Ayanna Construction LLP, Evaraj Complex LLP, Esther Properties LLP, Wriddhi Infrastructure LLP, Wriddhi Real Estate LLP, Wishful Buildcon LLP, Wriddhi Conclave LLP, Ayanna Developers LLP, Etaka Builders LLP, Esther Infracorps LLP, Evaraj Projects LLP respectively. The certificates of such incorporation were issued by the Registrar of Companies, West Bengal.

E) By a Deed of Cancellation dated the 22nd day of August, 2017, made between the Owners herein alongwith said Ayanna Properties Pvt. Ltd., Ayanna Homes Pvt. Ltd., Eeshvi Real Estate Private Limited, Eeshvi Villa Pvt. Ltd., Ekaraj Housing Private Limited, Ekaraj Properties Private Limited, Ekaraj Real Estate Private Limited, Eeshvi Tower Private Limited, Ekaraj Builder Pvt. Ltd., Ekaraj Infrastructure Private Limited, Ayanna Projects Pvt. Ltd., Esther Buildcon Pvt. Ltd., Etaka Homes Private Limited, Ayanna Construction Pvt. Ltd., Evaraj Complex Pvt. Ltd., Esther Properties Private Limited, Wriddhi Infrastructure Private Limited, Wriddhi Real Estate Private Limited, Wishful Buildcon Private Limited, Wriddhi Conclave Private Limited, Ayanna Developers Pvt. Ltd., Etaka Builders Pvt. Ltd., Esther Infracorps Pvt. Ltd. and Evaraj Projects Private Limited therein collectively referred to as the Owners of the One Part and the Developer herein therein referred to as the Developer of the Other Part, the Said Agreement was cancelled by and between the parties on the terms and condition mentioned therein.

F) Now the Owners herein and the Developer herein have negotiated and arrived at an agreement to develop the said land for mutual benefit.

G) The parties intend to record the said agreement in writing.

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



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1. **DEFINITIONS:**

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

ARCHITECT – shall mean such person or persons who may be appointed by the Developer in consultation with the Owners as the Architect for the Complex.

ASSOCIATION – shall mean any company under the Companies Act, 2013 or any Association or any Syndicate or a Committee or registered Society as may be formed by Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

CAR PARKING SPACE – shall mean all the spaces in the portions at the basement or ground floor level, whether open or covered, of the Complex expressed or intended to be reserved for parking of motor cars/scooters.

CLOSING DATE – shall mean the date, after receiving the notice of completion as provided hereafter and realization of the parties proportionate revenue, on which the Owners and Developer will mutually decide to close the rights and obligations under this Agreement.

COMMON AREAS, FACILITIES AND AMENITIES – shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, roofs of the buildings, overhead water tanks, water pumps and motors, drive-ways, common lavatories, Generator, transformer, Effluent Treatment Plant, Fire Fighting systems, rain water harvesting areas, installations for common use and facilities for the complex, which may be decided by the Developer in its discretion and provided by the Developer and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Complex as are mentioned in the **Second Schedule** hereunder written.

COMMON EXPENSES – shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose including those mentioned in the **Third Schedule** hereunder written to be contributed, borne, paid and shared by the transferees.

COMMON PURPOSES – shall mean and include the purpose of managing, maintaining and up keeping the Complex as a whole in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the transferees and/or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with



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

COMPLEX - shall mean the building Complex with open areas to be constructed, erected and completed by the Developer in terms of this Agreement and the Plan.

COMPLETION DATE - shall mean the date of completion of the execution of the Project by the Developer and more fully stated in Clause no.9.4 hereunder.

DATE OF COMMENCEMENT OF LIABILITY - shall mean the date on which transferees of the units take actual physical possession of their unit after fulfilling all their liabilities and obligations in terms hereof or the date next after expiry of the Completion Notice for such unit irrespective of whether transferees of the units take actual physical possession or not, whichever is earlier.

DEPOSITS/EXTRA CHARGES/TAXES - shall mean the amounts specified in the **Fourth Schedule** hereunder to be deposited/paid by transferees of the units or their respective transferees as the case may be to the Developer.

DEVELOPER'S SHARE - shall mean 78% (seventy eight percent) of the Gross Sales Revenue generated from the sale of various flats, units, apartments and/or constructed spaces of the new buildings to be constructed on the said land.

DEVELOPMENT RIGHTS - shall mean, in addition to what has been provided for elsewhere in this Agreement, the entire development rights of the Project on the said land and shall include (but not be limited to), *inter alia*, the right, power, entitlement, authority, sanction and permission to:

(a) enter into of the said land and every part thereof for the purpose of developing the Project;

(b) the Developer in consultation with the Owners shall exercise full, free, uninterrupted, exclusive and irrevocable marketing in respect of the saleable areas of the Project by way of sale, or any other manner of transfer or creation of third party rights therein, have control with respect to the pricing of the saleable area to be constructed on the said land and enter into agreements with such Purchasers as it deems fit and on such marketing or sale, to receive the full and complete proceeds as per the terms herein and give receipts and hand over ownership, possession, use or occupation of the saleable area and proportionate undivided interest in the said land;



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- (c) carry out the construction/development of the Project until the completion of development of the Project and marketing or sale of the saleable area on the said land and every part thereof;
- (d) apply for and obtain from the relevant authorities all Approvals for development and construction of the Project that are required to be obtained by the Developer in terms of this Agreement;
- (e) appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development work and to pay the wages, remuneration and salary of such persons;
- (f) make payment and or receive the refund of all deposits, or other charges to and from all public or Governmental Authorities or public or private utilities relating to the development of the said Land paid by the Developer;
- (g) make applications to the concerned Governmental Authority or semi-governmental authority in respect of, and carry out, all the infrastructure work, including levelling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical transformer and all other common areas and facilities for the proposed building to be constructed on the said land as may be required by any Approval, layout plan, or order of any Governmental Authority or semi-governmental authority and acquire relevant Approvals for obtaining water and electricity connections and Approvals for cement, steel and other building materials, if any as the Developer deems fit;
- (h) deal with, appear before and file applications, declarations, certificates and submit/receive information with, as may be required under the Applicable Law, any Governmental Authority in relation to the Project necessary for the full, free and uninterrupted development of the said Land, the development of and construction of building on the said land;
- (i) carry out and comply with all the conditions contained in the Approvals as may be obtained from time to time;
- (j) launch the Project for sale of the units;
- (k) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing, or sale of the saleable area to be constructed on the said Land as envisaged herein;
- (l) manage the said land and the property and facilities/common areas constructed upon the said land and/or to transfer/assign right to



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maintenance to any third party and to retain all benefits, consideration etc. accruing from such maintenance of the Project;

(m) take appropriate actions, steps and seek compliances, Approvals and exemptions under the provisions of the Applicable Law;

(n) demarcate the common areas and facilities, and the limited common areas and facilities in the Project in the sole discretion of the Developer, as per the lay out plan and applicable law and to file and register all requisite deeds and documents under the West Bengal Apartment Ownership Act, 1972 with the competent authority;

(o) generally any and all other acts, deeds and things that may be required for the exercise of the Development Rights.

GROSS SALES REVENUE - shall mean and include all the amounts to be received by the Developer towards consideration for the sale of units comprising of flats, prime location charges, floor rise charges, Car parking space usage charges, in the proposed Project but shall not include the VAT, Goods and Service Tax, or any other present and future tax payable on sale of the units, as applicable, collection of various extras and deposits mentioned hereunder, share money, society membership fees, stamp duty, registration fee and other incidental and allied costs, expenses, of all deeds, documents, agreements, collected from the transferee/purchaser.

MAINTENANCE-IN-CHARGE - shall mean any company under the Companies Act, 2013 or a Committee as may be formed by Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained and shall include the Developer or such agency or any outside agency to be appointed by the Developer till the formation of such body and handing over charge of the Complex by the Developer to such body for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

MARKETING - shall mean marketing, selling, leasing, letting out or otherwise dealing with any space in the complex to any transferee or tenant or licensee or lessee as the case may be for owning or occupying any flat, unit, apartment and/or constructed space by the Developer for self and on behalf of the Owners on mutual consent.

MARKETING EXPENSES - shall mean all expenses relating to or in connection with marketing of the Saleable Spaces comprised in the Complex, such as, fees or brokerage of Marketing Agent, advertisement expenses and such other expenses as may be mutually agreed by and between the Developer and the Owners.



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NEW BUILDINGS - shall mean the new buildings in the Complex to be constructed, erected and completed in accordance with the Plan on the said land.

OWNERS' SHARE - shall mean 22% (twenty two percent) of all the Gross Sales Revenue generated from the sale of various flats, units, apartments and/or constructed spaces of the new buildings to be constructed on the said land.

PLAN - shall mean the plan to be sanctioned by Kulerdari Gram Panchayet or South 24 Parganas Zilla Parishad or any other sanctioning authority as the case may be Together With all modifications and/or alterations thereto and/or revisions thereof from time to time made or to be made by the Developer either under advice or on the recommendation of the Architect or agreed upon between the parties from time to time and approved by the sanctioning authorities.

PROJECT - shall mean the development of the said land and the construction, erection and completion of the Complex by the Developer in terms of this Agreement and the Plan.

PROPORTIONATE OR PROPORTIONATELY - according to the context shall mean the proportion in which the built up area of any Unit or Units may bear to the built-up area of all the Units in the Complex.

SAID LAND - shall mean All That the piece and parcel of land containing an area of 221 decimals, be the same a little more or less, lying and situate at Mouza Daulatpur, J.L. No.79, Mouza Sarmasterchak, J.L. No.17, both under Police Station Bishnupur, within the limits of Kulerdari Gram Panchayet, both in the District of South 24-Parganas, more fully and particularly described in the **First Schedule** hereunder written.

SAID SHARE - shall mean the undivided proportionate indivisible part or share in the said land as in the context would become applicable.

SALEABLE SPACES - shall mean all the areas comprised in the Units on the basis of super built area, Car parking space, Signage Space or any other area or space or any right in any area of space in the Complex which is capable of being sold by the parties hereto but does not include Common Area, Facilities and Amenities.

SPECIFICATION - shall mean the specification for construction of the said Complex as mentioned in the **Fifth Schedule** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

TITLE DEEDS - shall mean the documents of title of the Owners in respect of the said land.



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TRANSFER - with its grammatical variations shall include transfer by possession and by other means adopted for effecting what is understood as a transfer of space in multi-storied building to the transferees thereof as per law.

TRANSFeree/PURCHASER - according to the context shall mean all the prospective or actual transferees who would agree to acquire any Unit in residential area or take on rent or lease any Unit in commercial area or shall have acquired or taken on rent or lease any Unit in the Complex.

2. INTERPRETATION:

In this agreement save and except as otherwise expressly provided -

- i) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- ii) the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- iii) when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- iv) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- v) the words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
- vi) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.
- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.



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viii) This Agreement does not create, constitute, assume any kind of sale or transfer of the said land in favour of the Developer.

3. OWNERS' REPRESENTATIONS:

The Owners have represented and warranted to the Developer as follows:-

(a) The Owners are seized and possessed of and well and sufficiently entitled to the said land. No person other than the Owners have any right, title and/or interest, of any nature whatsoever in the said land or any part thereof.

(b) The Owners have the marketable title in respect of the said land free from all encumbrances, charges, liens, lispendens, attachments, liabilities, trust of whatsoever nature. The Owners shall however answer all requisitions that may be made or raised by any Bank or financial institutions or Developer's Advocates in respect of the said land.

(c) The Owners shall not do nor permit any one to do any act deed matter or thing which may affect the development, construction and marketability of the said New Building or which may cause charge, encroachments, litigations, trusts, liens, lispendens, attachments and liabilities on the said land or the project.

(d) The said land or any part thereof is, so far as the Owners are aware of, not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owners and the said land is not attached and/or liable to be attached under any decree or order of any Court of Law or dues of the Income Tax, Revenue or any other Public Demand.

(e) No suit and/or any other proceedings and/or litigations are pending against the Owners in respect of the said land or any part thereof and that the said land is not involved in any civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature (whether relating to, directly or indirectly) are pending or threatened by or against the Owners in respect of the said land and in respect whereof the Owners may become liable to indemnify the Developer and as far as the Owners are aware there are no facts likely to give rise to any such proceedings.

(f) The Owners have full right, power and authority to enter into this Agreement.

(g) There is no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 comprised in the said Land.



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(h) Subject to what has been stated in this Agreement, the Owners have not done and shall not do nor permit to be done, anything whatsoever that would in any way impair, hinder and/or restrict the sole and exclusive appointment of and grant of rights to the Developer under this Agreement.

(i) There is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the said land and there are no facts, which may give rise to any such dispute.

4. **DEVELOPER'S REPRESENTATION:**

The Developer has represented and warranted to the Owners that the Developer is carrying on business of construction and development of real estate and has sufficient infrastructure, expertise and resources in this field.

5. **BASIC UNDERSTANDING:**

5.1 The Owners have satisfied the Developer about their title in respect of the said land based on the documents furnished and representations made by the Owners.

5.2 The Owners do and each of them doth hereby contribute the said land for development and the Developer at their own cost shall construct and develop the Project in accordance with the Plan and the Specifications with an object and intent that the Saleable Spaces, comprised in the Complex, shall be sold and the Gross Sales Revenue shall be shared by and between the parties hereto on the terms and conditions hereinafter stated. In order to facilitate the same, the owners have agreed to grant right of construction, execution and development of the Project on the said land unto and in favour of the Developer and the Developer has agreed to construct, execute and develop the said Project.

6. **COMMENCEMENT:**

This Agreement commences and shall be deemed to have come in force on and with effect from the date of execution of this Agreement, mentioned above (**commencement date**) and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated in this Agreement.

7. **AUTHORITY TO ENTER:**

Simultaneously with the execution of this agreement the actual possession of said land shall be made over to the Developer by the Owners only for the purpose of development and such possession shall not be deemed to be a transfer under the Income tax Act or possession under section 53A of Transfer



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of Property Act, 1882. The Owners shall also allow the Developer to enter the said land for carrying out the works for development of the said land.

8. STEPS FOR DEVELOPMENT OF THE LAND TO COMPRISE IN THE COMPLEX:

8.1 The Parties have mutually decided the scope of the Project i.e. the development of the land to comprise in the Complex by construction of the New Buildings thereon, and commercial exploitation of the New Buildings and/or the complex. The Developer has conceptualized the project to be residential. However the Developer after consulting with the Owners may develop a part of the project for commercial use.

8.2 The Parties hereby accept the Basic Understanding between them as recorded above and all other terms and conditions mentioned in this Agreement. In consideration of the Developer agreeing to construct complete and deliver as per agreed specification the said project and share the revenue with the Owners, the Owners agree to transfer their proportionate undivided share in the land to comprise in the Complex in such part or parts as the Developer may desire and hereby further grant the exclusive and absolute right to develop the land to comprise in the Complex.

8.3 By virtue of the rights hereby granted the Developer is authorized to build upon and exploit commercially the land to comprise in the Complex by (1) constructing the New Buildings, (2) dealing with the spaces in the New Buildings with corresponding undivided proportionate share in the land to comprise in the Complex.

8.4 The Developer shall at its own costs and expenses prepare the plans for the new buildings in the said project and shall have the same sanctioned by Kulerdari Gram Panchayet or South 24 Parganas Zilla Parishad or from the sanctioning authority for the time being in the names of the Owners at the cost and expenses of the Developer.

8.5 All other permissions, approvals, sanctions, no-objections and other statutory formalities for sanction of plan would be obtained by the Developer at its cost and expenses.

8.6 The development rights granted herein includes the right, authority and authorization to the Developer to:

- a. hold, occupy, enter upon and use the said land for the purposes of development of the said land by constructing building thereat at its own cost and expense and such other development and construction therein or thereon as may be necessary or appropriate;



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- b. appoint reputed contractors, sub-contractors or agents and enter into agreements for implementing the development and making available the various facilities;
- c. establish, provide or procure, install, construct, as the context admits or requires, and operate the facilities;
- d. carry out such other activities incidental to the foregoing or proper or desirable for the safe, efficient and economic implementation and operations of the proposed development.

It is however made clear that in carrying out any of the activities mentioned hereinabove or in exercising any of the rights conferred upon the Developer herein, the Developer shall not fasten any liability on the Owners and shall keep the Owners safe, harmless and indemnified against all liabilities, civil or criminal, and all costs, charges and expenses arising therefrom.

8.7 The Owners shall grant to the Developer and/or its Partners and/or nominees a registered Power of attorney after execution and registration of this Agreement for the following purposes:-

- i) All purposes for obtaining sanction of plan including addition/alteration/modification thereof;
- ii) For obtaining various necessary permissions and sanctions from different authorities in connection with or related to the sanction of plan and construction and completion of the development and also pursuing and following up the matter with all authorities in this regard;
- iii) For obtaining temporary and permanent connections of water, electricity, drainage, sewerage, gas, lifts etc. in the said land.
- iv) For the purpose of executing Agreements for sale and other documents in respect of the saleable spaces.

8.8 While exercising powers and authorities under the Power(s) of Attorney to be granted by the Owners in terms hereof, the Developer shall not do any act, deed, matter or thing which would in any way infringe or prejudicially affect the rights of the Owners and/or go against the spirit of this agreement. The said Power(s) of Attorney shall be specific and valid for the purposes they would be given and shall not be revoked during the subsistence of this agreement.

8.9 The Owners shall, however, sign and execute all papers, documents, plans, declarations, affidavits and other documentations whatever required for such sanction and construction as and when required by the Developer without any objection of whatsoever nature and within 7 day of the request being made and the documents being made available to the Owners. In addition to the



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aforesaid, the Owners shall sign, execute and register a General Power of Attorney authorizing the Developer or its officers to act, do and perform all or any of the obligations of the Owners mentioned above.

8.10 The Developer shall be entitled to have the said plan modified or amended from time to time at its own costs and expenses and shall also have the same sanctioned.

9. CONSTRUCTION AND COMMERCIAL EXPLOITATION OF NEW BUILDINGS:

9.1 The Owners hereby authorize the Developer to appoint the Architects and other consultants with the consultation of the Owners for execution of the Project. All costs charges and expenses in this regard including professional fees and supervision charges shall be discharged and paid by the Developer in this regard and the Owners shall have no liability or responsibility for the same.

9.2 The Developer shall, at its own costs and expenses and without creating any financial or other liability (save and except agreed hereunder) on the Owners construct, erect and complete the New Buildings in pursuant to the final plans to be sanctioned by sanctioning authorities and as per the specifications mentioned in the **Fifth Schedule** hereunder and/or as be recommended by the Architects from time to time (collectively **Specifications**).

9.3 The Developer shall commence construction on the said land within 3 (three) months from the date of obtaining the final sanctioned plan and all other permissions, sanctions, approvals and no objections (including but not limited to the NOC issued from Pollution Control Board) required prior to commencement of construction (**commencement of construction**) from the concerned authorities.

9.4 The Developer shall construct, erect and complete construction of the Project within a period of 60 (sixty) months from the date of commencement of construction on the said land with a grace period of 12 (twelve) months, both subject to force majeure. Immediately after completion of execution of the Project, the Developer shall give a notice of completion of the Project to the Owners and the date on which the Owners receive such completion notice is hereinafter referred to as **the Completion Date**.

9.5 The decision of the Architects regarding measurement of area constructed and all aspects of construction including the quality of materials as per specifications shall be final and binding on the Parties.

9.6 The Developer shall at its own costs install and erect in the New Buildings, pump, water storage tanks, overhead reservoirs, water and sewage connection and all other necessary amenities.



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9.7 The Developer is hereby authorized in the names of the Owners to apply for and obtain quotas, entitlements and other Shares for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Buildings but in no circumstances the Owners shall be responsible for the price/value, storage and quality of the building materials.

9.8 The Developer shall be authorized in the names of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage.

9.9 All tax liabilities in relation to construction and development of the Project and more particularly Goods and Service Tax shall be paid by the Developer and the Owners shall have no liability for the same.

10. **POWERS AND AUTHORITIES:**

10.1 To enable the Developer to specifically perform its obligations arising out of this Agreement, the Owners hereby nominate, constitute and appoint the Developer and persons nominated by the Developer to be the true and lawful attorneys of the Owners, to do, execute and perform all or any of the following acts, deeds, matters and things with respect to the said land :

(a) To obtain permission or approval from the Planning Authorities and other authorities as may be required for the development and construction of the New Buildings in accordance with this Agreement and for that purpose to sign such applications, papers, writings, undertakings, appeals, etc., as may be required.

(b) To enter upon the said land to comprise in the Complex with men and material as may be required for the purpose of development work and erect the New Buildings as per the Building Plans to be sanctioned.

(c) To appoint architects, contractors, sub-contractors consultants, and surveyors as may be required and to supervise the development and construction work of the New Buildings on the said land.

(d) To apply for modifications of the Building Plans from time to time as may be required.

(e) To apply for obtain quotas, entitlements and other Shares for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Buildings but in no circumstances the Owners shall be responsible for the price/value, storage and quality of the building materials.

(f) To approach the concerned authorities for the purpose of obtaining permissions and service connections including water, sewerage and



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electricity for carrying out and completing the development of the land to comprise in the Complex.

- (g) To make deposits with the Planning Authorities and other authorities for the purpose of carrying out the development work and construction of the New Buildings on the said land to comprise in the Complex and to claim refunds of such deposits and to give valid and effectual receipt and discharge on behalf of the Owners in connection therewith.
- (h) After completion of the construction of the New Buildings or any Phase, to apply for and obtain occupation and completion certificate in respect thereof or parts thereof from the Planning Authorities.
- (i) To enter into Agreements for sale/lease/rent of the flats units apartments constructed spaces and Car parking space along with or without the corresponding undivided share in the land to comprise in the Complex, on such terms and conditions as the Developer may think fit and proper.
- (j) To execute, present for registration and admit execution, before the appropriate authorities, Conveyances for sale/lease of the flats units apartments constructed spaces and Car parking space along with or without the corresponding undivided share in the land to comprise in the Complex, on such terms and conditions as the Developer may think fit and proper, only upon getting the completion certificate from the competent authority by the Developer.
- (k) To execute from time to time deeds of transfer of spaces comprised in the flats units apartments constructed spaces and Car parking space along with or without the corresponding undivided share in the land to comprise in the Complex, to receive consideration, rents, deposits therefor and present the above documents for registration and admit the execution of such documents before the appropriate authorities.
- (l) To accept any service of writ of summons or other legal process on behalf of and in the name of the Owners and to appear in any court or authority as the Developer deems appropriate and to commence, prosecute and/or defend any action or legal proceedings relating to development of the land to comprise in the Complex and not relating to the title of the Owners (which shall be the responsibility of the Owners) in any court or before any authority as the Developer may think fit and proper and for such purpose to appoint any Solicitor, Advocate, Lawyer in the name and on behalf of the Owners or in the name of the Developer and pay the costs, expenses, fee and other outgoings. Further to depose in the court of law or authority, sign vakalatnama, sign and verify the plaint, written statement, affidavits, petitions, applications, appeals etc., and any other document or documents in furtherance of the said objective. Provided always that this authority shall be available to and



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exercised by the Developer strictly only in cases where such litigation would touch or concern the instant development project.

(m) To arrange for financing of the project (**Project Finance**) from any Banks and/or Financial Institutions for construction and development of the project upon such terms and conditions as may be applicable. Such finance may be secured by mortgaging the said land in favour of any bank/financial institution by deposit of original title deeds of the said land by way of Equitable Mortgage and/or by executing Simple Mortgage and/or by creating English mortgage along with charge on Developer's revenue or Share 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., Notwithstanding the same, the Developer shall take the project finance without creating any charge/liability in respect of Owners' revenue or Share in the project.

(n) To do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as the Owners could do in person.

10.2 The Owners hereby ratify and confirm, and agree to ratify and confirm all acts, deeds and things lawfully done in the interest of the project by the Developer and persons nominated by the Developer in pursuance of the powers and authorities granted as aforesaid.

10.3 Notwithstanding grant of the Power of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for the purpose of development of the said land within 7 days of the reasonable request being made.

11. **TITLE DEEDS:**

The original documents of title in respect of the said land shall be held with the Owners respectively for the benefit of both the Parties and the same shall remain in their custody till the completion of the sale of the entire Project. However the Owners shall give inspection to the Developer (and any appointed and/or designated representatives) with any and all documentation and information relating to the said land as available and may be required by the Developer from time to time within a period of three days from the date of notice in writing to the Owners.

12. **DEPOSITS AND FINANCIALS:**

12.1 The Developer has already deposited with the Owners a sum of Rs.1,00,00,000/- (Rupees One Crore only) as interest free refundable security



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deposit (hereinafter referred to as **Deposit Amount**) on or before execution of this Agreement [the receipt whereof the Owners do and each of them doth hereby as also by the receipt hereunder written admit and acknowledge].

12.2 The Owners shall refund the said Deposit Amount to the Developer upon completion of the Project in the said land.

12.3 The accounts between the parties with regard to sale of the project shall be gone into, taken and settled on quarterly basis and/or decided mutually by and between the parties.

12.4 The sale considerations with regard to sale of Units of the project shall be deposited in a separate bank account opened for such purpose (hereinafter referred to as **Sale Consideration Bank Account**).

12.5 The Transferees/Purchasers shall pay or deposit the extras and deposits mentioned in the **Fourth Schedule** hereunder written for the Unit to be acquired with the Developer in a separate bank account which shall be held with the Developer exclusively.

13. DEALING WITH SPACES IN THE NEW BUILDINGS:

13.1 All the spaces in the new buildings will be marketed by the Developer or a common marketing agency, to be appointed by the Developer in consultation with the Owners (collectively **Marketing Format**).

13.2 The Developer and Owners in consultation with the marketing agency shall determine the first basic price for sale or disposal of the spaces in the new building/s to be constructed by the Developer on the said land to comprise in the Complex keeping in view the economics and market response of the project.

13.3.1 The marketing costs for the project, i.e. advertising costs, publicity costs, advertisement campaigns shall be shared by both the parties on actual basis in their respective proportion.

13.3.2 The brokerage costs for marketing of the project shall be shared by both the parties on actual basis in their respective proportion..

13.4 If the parties through the marketing agency are unable to sell or market the entire Saleable Spaces in the Complex within a period of one year from the Completion Date then the parties shall mutually fix a date for completion or closing the transaction under this agreement and the date so fixed by the parties shall mean **the Closing Date**.

13.5 On the Closing date the parties shall mutually demarcate the unsold saleable space of the Complex according to the market value of the Project on such date in accordance with their respective Shares. The Developer shall then



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handover to the Owners their Share duly completed in all respect upon compliance of the obligations of the Owners.

13.6 Upon such demarcation of the Unsold Units/Saleable space the parties shall be entitled to deal with the same in any manner as the Parties desire. The extras and deposits mentioned in the **Fourth Schedule** hereunder written required to be made by the Transferees/Purchasers shall then be paid by the parties or their respective Transferees/Purchasers as the case may be to the Developer.

13.7 The Developer on behalf of the Owners shall execute and register with the appropriate registering authorities all agreements, documents for transferring and/or demising of any saleable space in the New Buildings as aforesaid and Deeds of Conveyance only upon getting the completion certificate from the competent authority by the Developer for the said purpose unto and in favour of the Transferees/Purchasers and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending Transferees/Purchasers as the case may be.

13.8 It is agreed and recorded that all Agreements, Deeds of Conveyance or any other papers and documents in respect of the transfer of any areas in the New Buildings shall maintain uniformity in respect of the restrictions, stipulations, covenants, terms and condition for the use and occupation thereof together with amenities and facilities therein as are stipulated in this agreement or that would be drafted by the Developer's Advocate/s in consultation with the Owners' Advocate and the parties hereby undertake to each other that neither of them shall deviate from the such restrictions stipulations, covenants, terms and conditions.

14. **MUNICIPAL TAXES AND OUTGOINGS:**

14.1 All Municipal rates and taxes, land revenue and outgoings or panchayat taxes on said land to comprise in the Complex relating to the period prior to the execution of this Agreement shall be borne, paid and discharged by the Owners and such dues shall be borne and paid by the Owners as and when called upon by the Developer, without raising any objection thereto.

14.2 From the date of execution of these presents the Developer shall pay the property taxes as also other outgoings in respect of the said land or so much thereof which would be under construction proportionately till such time the New Buildings are ready for occupation, after which, the Parties and/or their respective transferees or nominees shall become liable and responsible for payment property taxes and all other outgoings (collectively Rates) in the ratio of their respective unit/s.

15. **PROJECT TAXES:**



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15.1 The Developer shall be liable to pay, satisfy and discharge all the tax liabilities in relation to construction, execution and development of the Project (**Project Taxes**) including those on account of Goods and Service Tax except the taxes or the liabilities which are required to be paid by the Owners by reason the development of their land by the Developer.

15.2 The Developer is entitled to receive the Goods and Service Tax or any applicable taxes which will be paid by the Transferee/Purchaser in respect of the Unit in the said Complex to be constructed and/or the other saleable space of the Project. The same shall be deposited to the Developer's Bank Account by the Developer.

15.3 The Developer shall keep the Owners saved, indemnified and harmless from or against all demands and liabilities in any way arising out of or relating to the Project Taxes.

15.4 All statutory levies including Goods and Service Tax and any other taxes as may be applicable for the Owners' Share in terms of the Agreement shall be entirely on account of the Owners.

16. **POST COMPLETION MAINTENANCE:**

16.1 The Developer shall be responsible for the management, maintenance and administration of the New Buildings or at its discretion appoint an agency to do the same. The Owners hereby agree to abide by all the rules and regulations to be framed for the management of the affairs of the New Buildings.

16.2 The Developer or the Agency to be appointed shall manage and maintain the Common Portions and services of the New Buildings and shall collect the costs and service charge there of (**Maintenance in Charge**). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Buildings, land tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments.

17. **COMMON RESTRICTIONS:**

17.1 The Complex shall be subject to the restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the New Buildings.

17.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the New Buildings shall permit the agency to be appointed as per clause 16.1, with or



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without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof.

17.3 It is agreed between the parties that the Developer in consultation with the Owners shall frame a scheme for the management and administration of the New Buildings and all the occupiers of the building shall perpetually in succession abide by all the rules and regulations to be framed in connection with the management of the affairs of the New Buildings.

18. OBLIGATIONS OF THE DEVELOPER:

18.1 The Developer shall execute the Project in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies.

18.2 The Developer shall be responsible for planning, designing development and construction of the New Buildings with the help of professional bodies, contractors, etc.

18.3 The Developer has assured Owners that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default.

18.4 The Developer shall construct the New Buildings at its own cost and responsibility. The Developer shall alone be responsible and liable to Government, Municipality and other authorities concerned as also to all the laborers, staff and employees engaged by it and shall alone be liable for any loss or for any claim arising from such construction and shall indemnify Owners against any claims, loss or damage for any default or failure or breach on the part of the Developer.

18.5 The marketing strategy, budget, selection of publicity material, media etc. shall be decided by the Developer in consultation with the Owners.

18.6 The Developer hereby agrees and covenants with Owners not to transfer and/or assign the benefits of this agreement or any portion thereof without the consent in writing of the Owners first obtained.

18.7 The Developer hereby agrees and covenants with Owners not to violate or contravene any of the provisions of the laws and rules applicable to construction of the New Buildings.

18.8 The Owners hereby agree and covenant with the Developer not to do any act deed or thing whereby the Developer is prevented from developing, constructing, completing, selling, assigning and/or disposing of any part or portion of the constructed area or saleable area.



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18.9 For the purpose of carrying out the work of development herein envisaged, the Developer shall be entitled to appoint engage and employ such contractors, sub-contractors, engineers, laborers, mistries, caretakers, guards and other staffs and employees and at such remuneration and on such terms and conditions as may be deemed necessary by the Developer. Staff and employees engaged by the Developer, if any, shall be the employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc. The Developer indemnifies the Owners from any liability on account of accident, mishap, fire occurring in the development area with reference to any work being carried out by the Developer or its Agents/employees.

18.10 The Developer shall have the right and authorities to arrange for financing of the project (**Project Finance**) from any Banks and/or Financial Institutions for construction and development of the project upon such terms and conditions as may be applicable. Such finance may be secured by mortgaging the said land in favour of any bank/financial institution by deposit of original title deeds of the said land by way of Equitable Mortgage and/or by executing Simple Mortgage and/or by creating English mortgage along with charge on Developer's revenue or Share 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,. Notwithstanding the same, the Developer shall take the project finance without creating any charge/liability in respect of Owners' revenue or Share in the project.

18.11 All benefits under the Income Tax Act for such borrowings made by the Developer would be available to the Developer and it would be entitled to claim all such benefits.

19. OBLIGATIONS OF THE OWNERS:

19.1 The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the said land to comprise in the Complex.

19.2 The Owners undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.

19.3 The Owners shall provide the Developer with any and all documentation and information relating to the land to comprise in the Complex as may be required by the Developer from time to time.

19.4 The Owners shall not do any act, deed or thing whereby the Developer may be prevented from discharging their functions under this Agreement.



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19.5 The Owners hereby covenant not to cause any interference or hindrance in the construction of the New Buildings.

19.6 The Owners hereby agree and covenant with the Developer not to do any act deed or thing whereby the Developer is prevented from developing, constructing, completing, selling, assigning and/or disposing of any part or portion of the saleable area.

20. INDEMNITY:

20.1 The Developer shall indemnify and keep Owners saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by Owners in relation to the construction of the New Buildings and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's contractors, employees or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.

20.2 The Owners shall indemnify and keep the Developer saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer in the course of implementing the Project including marketing thereof for any successful claim by any third party for any defect in title of the said land.

21. MISCELLANEOUS:

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

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

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

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

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



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as may be required by the Developer for the purpose and Owners also undertake to sign and execute all additional applications and other documents, provided that all such acts, deeds matters and things do not in any way infringe on the rights of Owners and/or go against the spirit of this Agreement.

21.6 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

21.7 The name of the Project shall be decided by the Developer and shall not be changed under any circumstances.

21.8 All the previous agreements, understandings and arrangements by and between the parties shall stand cancelled or superseded by this agreement and this agreement shall prevail. The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

22. **FORCE MAJEURE:**

22.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Indenture, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Indenture, including, without limitation, flood, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.

22.2 If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such time after the cessation, as is necessary for that Party, using all reasonable endeavors, to re-commence its affected operations in order for it to perform its obligations. Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.



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22.3 In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof and 7 days thereafter.

22.4 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

23. **DEFAULTS:**

23.1 The following shall be the events of default :-

b) If the Owners fail to comply with any other obligation contained herein.

c) If the Developer fails to construct, erect and complete the complex within the time and in the manner contained herein.

d) If the Developer fails to comply with any other obligations contained herein.

23.2 In case of any event of default, the other party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the defaulting party to comply with their obligation in default within the time and in the manner to be mentioned in the said notice.

23.3 Upon receipt of such notice, the defaulting party shall remedy the said event of default and/or breach within the time and in the manner mentioned herein.

23.4 In case of the default continues for a period of thirty (30) days thereafter, in such event, the aggrieved party shall be entitled to serve a final notice on the defaulting party.

23.4.1 On expiry of the said period of notice, if the defaulting party are the Owners, then the Developer shall be entitled to take over the responsibility of the defaulted item or items upon themselves on behalf of the Owners and shall be entitled to complete the same at the risk, costs and expenses of the Owners. In the event of dispute between the parties as to the quantum of the costs and expenses, the same shall be decided by arbitration.

23.4.2 In the event, the Developer is unable to rectify the breach or the default inspite of its efforts within a period of 3 months, then the Developer shall be entitled to serve one month's notice of termination of this agreement.



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23.5 If the agreement is terminated by reason of any default of the Owners, the Owners shall be liable to and the Developer shall be entitled to refund of the entire security deposit within a period of 60 (Sixty) days from the date of termination.

24. ENTIRE AGREEMENT:

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

25. AMENDMENT/MODIFICATION:

No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties and expressly referring to the relevant provision of this Agreement.

26. NOTICE:

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

Eeshvi Real Estate LLP,
12C, Chakaraberia Road (North),
Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge,
Kolkata 700 020

So far as the Developer is concerned the notice should only be given to:

PS Vinayak Complex LLP,
122/1R, Satyendranath Majumdar Sarani,
Post Office and Police Station Tollygunge,
Kolkata 700 026

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

26.2.1 If delivered personally, at the time of delivery.

26.2.2 If sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities.



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26.2.3 If sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.

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

27. SPECIFIC PERFORMANCE:

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

28. ARBITRATION:

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

THE FIRST SCHEDULE ABOVE REFERRED TO :
(Said Land)

ALL THAT the piece and parcel of Bastu land containing an area of 221 decimal, be the same a little more or less, lying and situate at Mouza Daulatpur, J.L. No.79, Mouza Sarmasterchak, J.L. No.17, both under Police Station Bishnupur, within the limits of Kulerdari Gram Panchayet, both in the District of South 24-Parganas comprised in the following manner:-



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R. S. Dag Nos.	L. R. Dag Nos.	Said Land (Decimal)
Mouza Sarmesterchak		
116	115	9
117	116	28
Mouza Daulatpur		
23	23	2
27	27	8
28	28	16
29	29	6
31	31	21
32	32	41
33	33	59
34	34	12
49	49	19
Total		221

THE SECOND SCHEDULE ABOVE REFERRED TO :
(Common Areas, Facilities and Amenities)

1. The foundation, columns, shear walls, beams, support, corridors, lobbies, stairs, stairways, landings, entrances, exits and pathways.
2. Drains and sewers from the said land to the Municipal/Panchayat Duct.
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the said land.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the said land.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
6. Boundary walls including outer side of the walls of the new building complex and main gates.
7. Water pump and motor with installation and room therefore.
8. Bore well, Tube well, water pump, overhead tanks and underground water reservoirs, water pipes, water treatment unit, sewage treatment plant and other common plumbing installations and spaces required thereto.
9. D.G. transformer electrical wiring meters, common DB, electrical panels, fittings and fixtures for lighting the staircase lobby and other common areas,



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street, landscape area (excluding those as are installed for any particular Unit) and spaces required therefore.

10. Windows/doors/grills and other fittings of the common area of the said land.
11. Generator its installations and its allied accessories and room.
12. Lifts and their accessories installations and spaces required therefor.
13. Club, Community Hall, Gymnasium, Games Room.
14. Fire fighting equipments, CCTV.
15. Certain areas shall be earmarked as Excluded and Reserved areas and shall not be open for common use such as (I) part of the top roof of the Towers not meant for common use including the roof of the overhead water tanks and lift machine rooms, the parapet walls of and all constructions on the top roof, (II) Open terraces on any floors of the Towers (III) the Car parking spaces of the Towers (Save and except the Car parking space, roof, terraces) (IV) the elevation and the exterior of the Blocks (V) Gardens/Lawns, (VI) Transformer, Effluent Treatment Plant etc., water treatment unit, D.G and (VII) Such other open and covered spaces which is hereinafter expressed or may from time to time be expressed or intended not to be a common portion and the rights thereto.

THE THIRD SCHEDULE ABOVE REFERRED TO :
(Common Expenses)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the respective buildings of the complex and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.



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5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the complex.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the complex.
9. Cleaning as necessary of the areas forming parts of the complex.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the complex.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the various buildings of the complex or any part thereof.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
15. Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the complex excepting those which are the responsibility of the owner/occupier of any Unit/Unit.
18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and



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such other equipment as may from time to time be considered necessary for the carrying out of the acts and things mentioned in this Schedule.

19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.

20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Association it is reasonable to provide.

21. In such time to be fixed annually as shall be estimated by the Association (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.

22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association for the owners of the Units and shall only be applied in accordance with the decision of the Association.

23. The charges/fees of any professional Company/Agency appointed to carry out maintenance and supervision of the complex.

THE FOURTH SCHEDULE ABOVE REFERRED TO :
(Deposits/Extra Charges/Taxes)

- **Special Amenities/Facilities:** provision of any special amenities/facilities in the common portions (save and except those described in the Fifth Schedule).
- **Upgradation of fixtures and fittings:** at any Transferees/Purchaser's request, any improved specifications of construction, any internal change made in the layout and/or upgradation of fixtures and fittings of any unit over and above the Specifications described.
- **Common Expenses/Maintenance Charges/Deposits:** proportionate share of the common expenses/maintenance charges as may be levied.
- **Transformer and allied installation:** Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments.
- Formation of Association, Sinking Fund, Documentation Charges.
- Club membership fees, if any.



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- **Taxes:** deposits towards Municipal/Panchayat rates and taxes, etc.
- Goods and Service Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body payable on the transfer of the Owners' Share by the Developer to the Owners shall be paid by the Owners.
- **Electricity Meter:** Security deposit and all other billed charges of the supply agency for providing electricity meter to the Complex, at actual.
- **Generator:** stand-by power provision to the Said New Building from diesel generators.

THE FIFTH SCHEDULE ABOVE REFERRED TO :
(Specifications)

Living / Dining / Lobby / Passage	
Floor	Tiles
Walls & Ceiling	Plaster of Paris

Bedrooms	
Floor	Tiles
Walls	Plaster of Paris

Kitchen	
Walls	Rectified Joint Free tiles up to 2'- 0" on counter walls and wash areas , Balance Plaster of Paris
Floor	Tiles
Fitting / Fixtures	Stainless Steel Sink with Essco or equivalent make fittings.

Bathrooms	
Walls & Floor	Walls – Joint Free Rectified tiles, Floor - Anti Skid Ceramic tiles
Sanitary Ware / CP Fittings	Parry ware / Hind ware or equivalent brands sanitary ware and Essco or equivalent make fittings



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Doors & Windows	
Entrance Doors	Decorated Flush Doors
Internal Doors	Flush Doors.
Windows	Aluminum windows.

Electrical	
Modular switches and copper wiring.	
Power Backup	For common areas
Unit	Power Backup at extra cost

Security System	
CCTV camera surveillance	

Lobby	
Entrance Lobby	Exquisitely designed at ground floor
Lift	Lift of reputed make



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

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

1. Bikash Ran
Dhallyan, Tarafanar,
Hooghly - 712410

EESHVI REAL ESTATE LLP, EESHVI VILLA
LLP, EKARAJ HOUSING LLP, EKARAJ
PROPERTIES LLP, EKARAJ REAL ESTATE
LLP, EESHVI TOWER LLP, EKARAJ BUILDER
LLP, EKARAJ INFRASTRUCTURE LLP,
AYANNA PROJECTS LLP, ESTHER BUILDCON
LLP, ETAKA HOMES LLP, AYANNA
CONSTRUCTION LLP, EVARAJ COMPLEX LLP,
ESTHER PROPERTIES LLP, WRIDDHI
INFRASTRUCTURE LLP, WRIDDHI REAL
ESTATE LLP, WISHFUL BUILDCON LLP,
WRIDDHI CONCLAVE LLP, AYANNA
DEVELOPERS LLP, ETAKA BUILDERS LLP,
ESTHER INFRAPROJECTS LLP, EVARAJ
PROJECTS LLP

Gaulam Mukherjee

Authorized Signatory

2. Anil Chatterjee
P-13, Ruby Park,
Kolkata - 700078

ILLUSION DEVELOPERS PRIVATE LIMITED,
INTEGRAL PROPERTIES PRIVATE LIMITED,
STAR PLAZA PRIVATE LIMITED, WRIDDHI
DEVELOPER PRIVATE LIMITED, IKKA INFRA
PROJECTS PRIVATE LIMITED, EKDANT
INFRACON PRIVATE LIMITED,

Gaulam Mukherjee

Authorized Signatory

SIGNED SEALED AND DELIVERED by the **DEVELOPER** in the presence of:

1. Bikash Ran
2. Anil Chatterjee

PS VINAYAK COMPLEX LLP

Rehul J.

Designated Partner

PS VINAYAK COMPLEX LLP

Uma K. Sengupta
Partner

Drafted by,
S. Bhattacharya
(SOMALI BHATTACHARYA)
Advocate,
E. No. F/1473/2004
C/o. VICTOR MOSES & CO.
6, Old Post Office Street, Kolkata 700 001



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RECEIVED of and from the within named **DEVELOPER** the within mentioned sum of Rs.1,00,00,000/- (Rupees One Crore only) being the money payable under these presents as per Memo below:-

MEMO OF CONSIDERATION

Date	Cheque no.	Bank, Branch	Amount (Rs.)
20.09.2017	395131	Indian Overseas Bank, Kalighat	99,000.00
20.09.2017	395117	-Do-	3,38,000.00
20.09.2017	395120	-Do-	92,000.00
20.09.2017	395118	-Do-	2,62,000.00
20.09.2017	395122	-Do-	5,20,000.00
20.09.2017	395124	-Do-	5,13,000.00
20.09.2017	395125	-Do-	5,13,000.00
20.09.2017	395136	-Do-	4,23,000.00
20.09.2017	395127	-Do-	6,22,000.00
20.09.2017	395126	-Do-	4,91,000.00
20.09.2017	395119	-Do-	56,000.00
20.09.2017	395132	-Do-	5,52,000.00
20.09.2017	395134	-Do-	3,03,000.00
20.09.2017	395133	-Do-	2,29,000.00
20.09.2017	395123	-Do-	5,49,000.00
20.09.2017	395128	-Do-	3,65,000.00
20.09.2017	395135	-Do-	3,73,000.00
20.09.2017	395121	-Do-	2,74,000.00
20.09.2017	395137	-Do-	4,24,000.00
20.09.2017	395138	-Do-	5,57,000.00
20.09.2017	395140	-Do-	2,90,000.00
20.09.2017	395141	-Do-	4,11,000.00
20.09.2017	395145	-Do-	4,95,000.00
20.09.2017	395148	-Do-	3,67,000.00
20.09.2017	395142	-Do-	3,00,000.00
20.09.2017	395129	-Do-	1,94,000.00



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20.09.2017	395130	-Do-	2,11,000.00
20.09.2017	395146	-Do-	1,77,000.00
TOTAL			1,00,00,000.00

(RUPEES ONE CRORE ONLY)

EESHVI REAL ESTATE LLP, EESHVI VILLA
LLP, EKARAJ HOUSING LLP, EKARAJ
PROPERTIES LLP, EKARAJ REAL ESTATE
LLP, EESHVI TOWER LLP, EKARAJ BUILDER
LLP, EKARAJ INFRASTRUCTURE LLP,
AYANNA PROJECTS LLP, ESTHER BUILDCON
LLP, ETAKA HOMES LLP, AYANNA
CONSTRUCTION LLP, EVARAJ COMPLEX LLP,
ESTHER PROPERTIES LLP, WRIDDHI
INFRASTRUCTURE LLP, WRIDDHI REAL
ESTATE LLP, WISHFUL BUILDCON LLP,
WRIDDHI CONCLAVE LLP, AYANNA
DEVELOPERS LLP, ETAKA BUILDERS LLP,
ESTHER INFRAPROJECTS LLP, EVARAJ
PROJECTS LLP

Gauram Mukherjee

Aut hor i zed Si gnat or y

ILLUSION DEVELOPERS PRIVATE LIMITED,
INTEGRAL PROPERTIES PRIVATE LIMITED,
STAR PLAZA PRIVATE LIMITED, WRIDDHI
DEVELOPER PRIVATE LIMITED, IKKA INFRA
PROJECTS PRIVATE LIMITED, EKDANT
INFRACON PRIVATE LIMITED,

Gauram Mukherjee

Aut hor i zed Si gnat or y

Signature of Owners

WITNESSES :

1. *Bikash Ran*

2. *Anant Chatterjee .*



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ANNEXURE A

Sl. No.	Companies Name	Deed No./Year	L.R. Dag No.	Area (Dec)
1	Eeshvi Real Estate LLP	314/2015 (1.6)	23	2
		4717/2015 (0.416)		
		5835/2013		
2	Illusion Developers Pvt. Ltd.	1033/2015	33	7
3	Ekaraj Housing LLP	6488/2014	27	5
4	Ayanna Projects LLP	9736/2014	32	1
5	Esther Buildcon LLP	514/2015	27	3
		263/2015	34	7
6	Eeshvi Villa LLP	2389/2015	49	3
7	Ayanna Construction LLP	6946/2014	28	4
		1035/2015	49	1
8	Etaka Homes LLP	1599/2015	28	4
		1456/2015	33	6
9	Wriddhi Infrastructure LLP	3798/2015	28	8
		05471/2013	29	6
10	Wriddhi Real Estate LLP		31	3
11	Integral Properties Pvt. Ltd.	570/2015	31	9
12	Evaraj Complex LLP	570/2015	31	9
13	Ekaraj Properties LLP	509/2015	32	9
14	Ekaraj Real Estate LLP	509/2015	32	10
15	Eeshvi Tower LLP	509/2015	32	9
16	Wishful Buildcon LLP	509/2015	32	9
17	Star Plaza Private Limited	6492/2013	33	7
		1059/2015	34	3
18	Wriddhi Conclave LLP	6492/2013	33	7
		1059/2015	34	2
19	Ekaraj Infrastructure LLP	1033/2015	33	10
		1032/2015		
		2957/2015		
20	Ekaraj Builder LLP	1034/2015	33	10
		2957/2015		
21	Esther Properties LLP	5969/2015	33	4
		5218/2015	49	3
22	Ayanna Developers LLP	153/2015	115	9
		350/2015		



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		5029/2015		
23	Evaraj Projects LLP	7984/2014	116	8
24	Etaka Builders LLP	2504/2015	116	10
		2923/2015		
25	Ekdant Infracon Pvt. Ltd.	6898/2015	32	1
		6860/2015, 6863/2015 & 6859/2015	49	4
26	Wriddhi Developer Pvt. Ltd.	6898/2015	32	1
		6860/2015, 6863/2015 & 6859/2015	49	4
27	Ikka Infra Projects Pvt. Ltd.	6898/2015	32	1
		6860/2015, 6863/2015 & 6859/2015	49	4
28	Esther Infraprojects LLP	7695/2015	116	10
Total				221



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ANNEXURE B

Sl. No.	Companies Name	Khatian No.	L.R. Dag No.	Area (Dec)
1	Eeshvi Real Estate LLP	3214	23	2
			33	8
2	Illusion Developers Pvt. Ltd.	4143	33	7
3	Ekaraj Housing LLP	4123	27	5
4	Ayanna Projects LLP	4125	32	1
5	Esther Buildcon LLP	4134	27	3
			34	7
6	Eeshvi Villa LLP	4175	49	3
7	Ayanna Construction LLP	4144	28	4
			49	1
8	Etaka Homes LLP	4174	28	4
			33	6
9	Wriddhi Infrastructure LLP	4204	28	8
10	Wriddhi Real Estate LLP	3104	29	6
			31	3
11	Integral Properties Pvt. Ltd.	4135	31	9
12	Evaraj Complex LLP	4137	31	9
13	Ekaraj Properties LLP	4136	32	9
14	Ekaraj Real Estate LLP	4140	32	10
15	Eeshvi Tower LLP	4139	32	9
16	Wishful Buildcon LLP	4138	32	9
17	Star Plaza Private Limited	3013	33	7
			34	3
18	Wriddhi Conclave LLP	3012	33	7
			34	2
19	Ekaraj Infrastructure LLP	4147	33	10
20	Ekaraj Builder LLP	4146	33	10
21	Esther Properties LLP	4239	33	4
			49	3
22	Ayanna Developers LLP	529	115	9
23	Evaraj Projects LLP	526	116	8
24	Etaka Builders LLP	558	116	10
25	Ekdant Infracon Private Limited	4254	32	1
			49	4
26	Wriddhi Developer Private Limited	4258	32	1



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