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DEVELOPMENTAGREEMENT

Additional District Sub-Registrar, Garls South 24 Parganas

JUDICIAL

PVT. LTD. (PAN NO. AADCG2860J), a company registered under Companies Act, 1956 having its registered office at 167, Garia Station Road, Ground Floor, Kolkata – 7000084, represented by its Director SRI RUPESH RANJAN PRASAD, duly authorized vide their Board Resolutions dated 7.06.2019. (2) FORESIGHT DEVELOPERSPVT LTD, (PAN NO. AABCF2888H), a company registered under Companies Act, 1956 having its registered office at 2, Garia Station Road, Ground Floor, Kolkata – 7000084, represented by its Director SRI RAMPRAKASH

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DEVELOPMENTAGREEMENT

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Additional District Sub-Registrar, Geria South 24 Parganes

ETHANI, duly authorized vide their Board Resolutions dated 7.6.2019, (3) FORESIGHT CONSTRUCTIONS PVT LTD, (PAN NO. AABCF2889G), a companyregistered under Companies Act, 1956 having its registered office at 2, Garia Station Road, Ground Floor, Kolkata – 700084 represented by its Director SRI RAMPRAKASH BIHANI, duly authorized vide their Board Resolutions dated 7.6.2019., (4) SRI RAMPRAKASH BIHANI, (PAN NO. AEJPB3025M), son of Late GovindramBihani, by faith- Hindu, By Occupation- Business, residing at 54, Dr. Sarat Banerjee Road, Kolkata – 700029 (5) SRI RUPESH RANJAN PRASAD, (PAN NO. AKLPPS810A), son of Sri Makeswar Prasad, by faith- Hindu, By Occupation- Business, at 12, GariaPlace, Kolkata – 700084, hereinafter jointly referred to as the "LAND OWNERS" (which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the FIRST PART

AND

GANGULY EVERA DEVELOPERS LLP, (PAN NO. AATFG9S09M), a Limited Liability Partnership Partnership Firm incorporated under the provisions of the Limited Liability Partnership Act 2008, and having its registered office at 4Sight Prestige, 159, Garia Station Road, Kolkata 700 084 represented through its designated partners SRI AMIT GANGULY (PAN NO. AIEPG3746R) & SRI MANISH JHUNJHUNWALA, (PAN NO. ACQPJ3454M) duly authorized vide Resolution dated 7.6.2019 (hereinafter referred to as the "DEVELOPER" (which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the SECOND PART.

The Land Ownersand the Developermay hereinafter individually be referred to as the "Party" and collectively as the "Parties".

- A. WHEREAS the Land Ownersare the absolute and lawful co-owners and in peaceful physical joint possession of the undivided land admeasuring approx.49.60Decimal (hereinafter referred to as the "Project Land"), as more particularly described in the Schedule A written hereto.
- B. AND WHEREAS the Rajpur-Sonarpur Municipality is being approached for



Additional District Sub-Registres: Garia South 24 Parganes sanctions of a building plan for development of a residential/ commercial project on the Project Land.

- C. AND WHEREAS the Land Owners being desirous of developing the Project on the Project Land has approached the Developer to jointly develop the Project on the Project Land; and
- D. AND WHEREAS the Parties hereto for their mutual benefits, have agreed to collaborate with each other for development and construction of the Project upon the terms and conditions appearing hereinafter.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE 1 :DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

"Agreement" means this DEVELOPMENT Agreement its schedules and annexures attached hereto and any amendments from time to time as may be mutually agreed to by and between the Parties hereto in writing.

"Applicable laws" shall mean any statute, law, regulation, ordinance, rule, judgment; rule of law, order, decree, ruling, bye-law, approval of any statutory or Government Authority, directive, guideline, policy, clearance, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Government Authority having jurisdiction over the matter in question, whether in effect as of the Effective Date or at any time thereafter.

"Approvals" means any permission, approval, sanction, clearance, consent license, layout plans, building plans, order, decree, authorization, authentication of, or registration, qualification, declaration or filing with or notification, exemption or ruling to or from any Governmental Authority required under any statute or regulation for designing, planning, construction, development marketing and sale of the Project contemplated under this Agreement

"Common Amenities" shall mean and include all roads, parks, driveways, security



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areas, areas where common facilities and equipment for provision of support services are installed, common open areas, stairways, passage-ways, generator of sufficient capacity, pump and lighting for common spaces, pump room, tube-well, overhead water tanks, water pump and motor and other facilities in the Project as may be provided for common use by the Developer;

"Effective Date" means the date of execution of this Agreement.

"Encumbrance" shall mean any right, title or interest existing by way of, or in the nature of sale, agreement to sell, including without limitation, any claim, mortgage, pledge, charge, security right, security interest, lien, hypothecation, deposit by way of security, bill of sale, option or right of pre-emption, beneficial Ownership [including usufruct and similar entitlements], any provisional or executable attachment, non-disposal undertaking, right of first offer or first refusal, tenancy, co-Ownership, disposal of beneficial interest or any other interest held by a third party.

"Government Authority" shall mean any government or political subdivision thereof, or any ministry, department board, authority, instrumentality, forum, agency, corporation, commission, court or tribunal whether central, state, local, municipal, judicial, quasijudicial or administrative of the Government of India or any state government and any other statutory/non-statutory authority.

"GPA" means the general power of attorney to be executed by the Land Owners in favour of the Developer in respect of the Project.

"Gross Revenue" shall mean and include any and all revenues and proceeds on account
of sale or other disposal of the interest in the Saleable Area including but not limited to
any advance bookings, preferential location charges, car parking, external electrification
charges [EEC, or any other charges that are recovered or recoverable from the customers
less any charges paid towards refund/ cancellation amount with or without interest,
provided that Gross Revenue does not include;

- The maintenance related charges/deposits received from the flatbuyers.
- (ii) Interest free maintenance security

"Project" has the meaning given to it in Recital B herein above.

"Project Account" shall mean a separate specific bank account of the Developer to be



Additional District Sub-Registres, Garia South 24 Parganes opened for this project in a reputed scheduled commercial bank through which the entire Gross Revenue of the project shall berouted.

"Project Land" has the meaning given to it in Recital A herein above.

"Representatives" means the agents, servants, associates and any person lawfully claiming through or under any Party hereto.

"Saleable Area" shall mean and include in relation to the Project, area constructed and developed, including but not limited to, residential development; commercial component built-up area, and made available for sale to and charged for from ultimate buyers/customers of the Project

- 1.2 Interpretations: In this Agreement, unless the context requires otherwise:
- (i) unless the context clearly indicates a contrary intention, a word or an expression denoting a natural person shall include an artificial person (and vice versa), any one gender shall include all other genders and the singular shall include the plural (and vice versa);
- (ii) reference to any individual shall include his/ her legal representatives, successors, legal heirs, executors and administrators;
- (iii) reference to any article, clause, section, schedule or annexure shall be deemed to be a reference to an article, a clause, a section, a schedule or an annexure of this Agreement;
- (iv) Headings in this Agreement are inserted for convenience only and shallnot be used in its Interpretation;
- (v) The recitals, schedules, annexure, appendices, if any, to this Agreement shall be deemed to be incorporated in and form an integral part of this Agreement;
- (vi) References to the words "include" or "including" shall be construed as being suffixed by the term "without limitation";
- (vii) Reference to a law shall be a reference to that law as amended, reenacted, consolidated, supplemented or replaced;
- (viii) Reference to any agreement deed, document instrument rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly



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amended, modified or replaced; and

(ix) The Parties acknowledge that they and their respective counsel have read and understood the terms of this Agreement and have participated equally in the negotiation and drafting. Accordingly, no court or arbitrator construing this Agreement shall construe it more stringently against one Party than against the other.

ARTICLE 2 : PROJECT AND PROJECT LAND

- 2.1 It is hereby agreed by the Parties that the Project to be developed on the Project Land shall primarily be a residential use development project with permitted mix of commercial use developments as may be permitted under the Applicable Laws.
- 2.2 The Parties agree that all documents, material and statements provided by the Land Owners at the time of signing of this Agreement as well as at the time of due diligence have been considered as a material representation made by the Land Owners to the Developerbased on which the Developer has decided to participate in the development of the Project on the Project Land. In case of any defect in the title/Ownership including any charge/lien/mortgage on the title deeds, Project Land or use of the Project Land or part thereof impugning the development of the Project is noted or found at any stage during the currency of this Agreement, the Land Owners shall rectify and remove such defects at their own cost.

ARTICLE 3: CONSTRUCTION AND DEVELOPMENT OF PROJECT

- 3.1 The Parties have agreed to develop the Project on the Project Land in collaboration where under:
- (i) the Land Owners shall provide the vacant physical possession of the Project Land free from all encroachments and encumbrances:
- (ii) The Developer, at its cost and arrangements, shall obtain necessary approvals from the concerned Departments/Authorities, for development of the Project on the Project Land;
- (iii) upon receipt of the requisite sanctions and approvals, as may be required to commence the construction work of the Project the Developer shall undertake construction and development of the Projectat its own cost and expenses and



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development related risks on the Project Land in accordance therewith and as per the terms and conditions of this Agreement; and

- (iv) The Land Owners and the Developer shall share the Gross Revenue realized from the Project in the ratio as provided hereinafter in this Agreement.
- 3.2 The scope of development of the Project Land includes planning, designing, construction and development of residential flats/units on the Project Land with all incidental and related facilities and amenities solely at the cost of the Developer.
- 3.3 The Developer shall obtain all the Approvals at its cost and expense. The Land Owners shall, however, co-operate and execute and sign relevant documents in the course of obtaining of such approvals.
- 3.4 The Developeris exclusively authorized to plan, design, construct and develop the Project on the Project Land at its own costs and expense, as may be decided by the Developer. However, the Developer while carrying out the activity of planning, designing and developing the Project will ensure that the maximum FAR permitted under the relevant bye-laws is utilized.
- 3.5 The Land Owners hereby grant in favour of the Developer and the Developer hereby accepts from the Land Owners the right to develop and transfer the Saleable Area in terms of this Agreement.
- 3.6 Simultaneously with the execution of this Agreement the Land Owners have handed over the vacant physical possession of the Project Land and has granted to the Developerand its Representatives rights to enter Into the Project Land for the purpose of planning, designing and survey of the Project Land and to do all acts in relation to the construction and development of the Project thereon. The Land Owners acknowledge that based on the assurances, representation and warranties granted by the Land Owners under this Agreement the Developer shallingur substantial expenditure for the construction and development on the Project Land and the Land Owners shall not rescind the rights so granted to the Developerexcept in accordance with the terms of this Agreement
- 3.7 The Developershall be entitled to engage any contractors, architects, engineers,



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- 3.8 Simultaneously with the execution of this Agreement, the Land Owners shall execute the GPA in favour of the Developer and its representatives in the prescribed proforma of the Developer, authorizing the Developer and its representatives to do all lawful acts and deeds necessary on their behalf for the development of the Project and deal with the Project Land in accordance with the agreed terms
- 3.9 It is also agreed that the Land Owners shall sign, execute and deliver all papers, documents, deeds, letters, affidavits, no-objection certificates, authorizations, undertaking and take such other actions as may be required for purposes of construction, development, marketing, transfer and/or sale of the Project and as may be requested by the Developer to consummate more effectively the purposes or subject matter of this Agreement
- 3.10 The Land Owners shall sign and deliver to the Developer all documents, as may be required to be signed by the Land Owners in their capacity of Owners of the Project Land, for filing the various applications and for obtaining the building plans, and/or any other such licenses and approvals pursuant thereto for the construction and development of the Project All follow-up actions will be initiated by the Developeratits own cost and arrangements.
- 3.11 The Developershall be free to develop the Project in such manner as they may deem fit and in accordance with the Applicable Law. The Land Owners shall not prevent and/or cause any hindrance or obstruction in the designing, planning, construction, development, marketing and sale of the Project by the Developerin any manner and shall provide all assistance and co-operation as may be required by the Developerin relation to the Project.

ARTICLE-4 :GROSS REVENUE SHARING

4.1 In consideration of the contribution of the Project Land by the Land Owners for execution of the Project and granting the rights to the Developerfor development of the Project Land and the Developerbearing the costs, expenses and responsibility of



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execution of the Project including discharge of the respective obligations by the Parties under this Agreement, the Gross Revenue received/ realized shall be shared between the Parties in the ratio mentioned herein below ("Revenue Sharing Ratio"):

LandOwners' share-15% (Fifteenpercent)inaggregate

Developer's share-85% (Eighty five percent).

The aggregate landowner's share of 15% (Fifteenpercent) shall be shared by the landowner's individually in the agreed ratios as stated below:

LANDOWNER'S NAME			%SHARE	-
1.	GANGULY HOME SEARCH PVT. LTD.		3.00 %	
2.	FORESIGHT DEVELOPERS PVT LTD		3.00 %	
3.	FORESIGHT CONSTRUCTIONS PVT LTD		3.00 %	0
4.	RAMPRAKASH BIHANI		3.00 %	
5.	RUPESH RANJAN PRASAD		3.00 %	
	TOTAL	- 1	15.00%	-

- 4.2 The gross revenue receipts of the project and working capital funds brought in by the Developer shall be deposited in the Developer's specific "project account" and the same shall be utilized by the Developer in order of priorities as mentioned hereunder:-
- (a) To meet the cost of development of the project.
- (b) To repay the working capital funds brought in by the Developer for development of the project.
- (c) To pay the revenue shares to the Landowners as per the agreed terms of this Agreement, subject to deduction/withholding of applicable taxes and refund of interest free security deposit of Rs.3.00 crores

ARTICLE-5: OBLIGATIONS OF THE DEVELOPER

- 5.1 The Developer shall keep an interest free refundable deposit of Rs. 3,00,00,000/[Rupees three crores] only with one of the land owners vizGanguly Home Search Pvt. Ltd.
 through its partner Evera Constructions LLP. This security deposit will be refunded back
 out of the landowners project revenues.
- 5.2 The Developer agrees and undertakes to obtain all the Approvals, including but not limited to Sanctioned Building Plans, required to develop the Project on the Project Land in accordance with the Approvals, the Applicable Laws and in accordance with the terms hereof in a manner that maximizes value for both Parties.



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- 5.3 The Developer shall construct, develop and market the Project and sell the same.
- 5.4 The Developer shall engage contractors, architects, engineers, consultants and Workmen for execution of the Project.
- 5.5 The Developer shall run, operate and maintain the Project either itself or through third party agencies.
- 5.6 The Developer shall ensure safety and security of the men and materials on the Project Land and shall take adequate measures and steps in this regard.
- 5.7 The Developer, while carrying out the development of the Project itself or through its agents, contractors representatives or in the course of sale of the Project shall ensure that all relevant statutes, laws, bye-laws are complied with and no liability, cost; damage and demur is subjected to the Land Owners because of any non-compliance.

ARTICLE -6:OBLIGATIONS OF THE LAND OWNERS

- 6.1 The Land Owners shall execute the GPA and get the same registered, if required.
- 6.2 The Land Owners shall ensure that the Project Land is free from all encroachments at site.
- 6.3 The Land Owners shall not disturb, prevent or interrupt the construction and development activities carried out by the Developer for the development of the Project and/or commit any act or omission that may result in stoppage or delay of the construction activity to be undertaken pursuant to and in accordance with this Agreement
- 6.4 The Land Owners undertake and assures that the Land Owners and/or any other person(s) claiming under them shall not; in any way, transfer, Encumber, mortgage or part with its/their rights, titles or interests in the Project Land or create any sort of lien or charge or Encumbrance on the Project Land or create any hindrance or obstruction in the development of the Project, except as may be directed by the Developer.
- 6.5 The Land Owners shall keep title and Ownersship of the Project Land absolutely free and marketable in all respects and shall bear all expenses and costs in respect thereto.
- 6.6 The Land Owners shall, at the request of the Developer, execute sale deeds or



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other form of title documentation in favour of the prospective buyers of the Saleable Areas in the Project and/or authorize such person(s) nominated by the Developer for this purpose.

ARTICLE - 7:COMPLETION

7.1 Subject to Force Majeure conditions and due performance of their obligations by the Land Owners, the Developer shall complete the development of the Project on the Project Land in accordance with the Approvals obtained and the Applicable Law, within a period of 36 months from the date of receipt of the sanctioned building plans in respect of the Project; subject to a grace period of 6 (six) months or within such further time and on such terms and condition as may be mutually decided by the Parties.

ARTICLE -8 :RIGHT TO BOOK ALLOT, ASSIGN AND MAINTAIN

8.1 The Land Owners hereby confirms that;

The Developer shall have the right to market, allot; sell, transfer, let, the entire or any part of the project to the prospective buyers/ transferees.

The Land Owners shall provide full co-operation and assistance in this regard and undertake not to cause any interruption in the same.

The Land Owners hereby authorize the Developer to sign/ execute and register the tripartite/ other agreements on behalf of the Land Owners and the Land Owners shall execute/ register appropriate GPA in favour of the Developer providing such authorization in respect hereof.

The Developer shall have the right to collect and receive the Gross Revenue and other charges and fees with respect to the Project.

8.2 The Developer or any agency nominated by it shall have the sole right to maintain the completed building(s) of the project and other areas/ facilities as per the provisions of the applicable laws.

ARTICLE-9: FUNDING

9.1 The Developer shall arrangetherequired amount of working capital for development of the project by way of unsecured loan/deposits/other sources for smooth development of the project.



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- 9.2 Notwithstanding the Article 9.1, the Developer shall have the right to raise loan/funding/ borrowing by way of creation of charge over the project land, stock and receivables in favour of any bank or financial institution or NBFC.
- 9.3 The cost of funding/ loan to be paid by the Developer at a mutually agreed rate of interest shall form part of the project cost and repayment thereof shall be made out of the project revenues.

ARTICLE - 10: REPRESENTATIONS AND WARRANTIES

- 10.1 The Land Owners, hereby represent and warrant as follows:
- (i) The Land Ownersare the lawful Owners and in vacant and physical possession of the Project Land, with all rights appurtenant thereto.
- (ii) The Land Owners has paid the cost for acquiring the Project Land in full, Including but not limited to the purchase price, and if any such charges are found to be due the same shall be borne and paid by the Land Owners.
- (iii) The Project Land is clarified as "Bastu" in the record of B.L. & L.R.O., Sonarpur and is clear from all defects in title/ Ownership. The title is dear, marketable and capable of being developed into the Project.
- (iv) The Land Owners hereby represents to the Developer that all taxes, excise, duties, levies, interest; penalty, fine or arrears as may be applicable on the Project Land on the Effective Date and as demanded have been paid and cleared. Any demand/dues, if any, in this regard shall be borne and paid by the Land Owners.
- (v) The Project Land or any part thereof is not subject to any acquisition and there are no acquisition proceedings pending or threatened. There are no restrictions or ceilings applicable on the landholdings comprising the Project Land and neither any part of the Project Land has been notified or forms part of the forest land. Further, the Project Land is not subject to any attachment by any Government Authority or lender or creditor or other person, including any revenue authority.
- (vi) As on date, the Project Land is not subject to any litigation, arbitration, prosecution, proceedings, dispute, investigation or the subject matter of any other legal dispute. Further, the Land Owners is not in receipt of any notice relating to any



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investigation or enquiry, nor has it received any notice of any order, decree, decision or judgment of, any court, tribunal, arbitrator, quasi-judicial authority. Government Authority or regulatory body, in relation to the Project Land.

- (vii) As on date there are no actions, suits, proceedings or investigations pending or, to its knowledge threatened against the Land Owners at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in breach of this Agreement or which may result in any material impairment of ability of the Land Owners to perform their respective obligations under this Agreement.
- (viii) No receiver, trustee or manager has been appointed over the whole or any part of the Project Land and it has not committed any act of bankruptcy or insolvency or passed any resolution for or otherwise entered into any liquidation, winding up or administrative order under the laws of India or any other applicable jurisdiction.
- (ix) The Land Owners shall not: (i) deal with the Project Land in any manner except as per the terms of this Agreement; (ii) initiate, solicit or consider, whether directly or indirectly, any competitive bids from any third party whatsoever, for the development of the Project Land (or any part thereof); and (iii) negotiate or discuss with any person or entity the financing, transfer, mortgage of the Project Land (or any part thereof).
- (x) All the representations and warranties are valid notwithstanding any Information or document furnished to or findings made by the Developer and the Co-Developerduring any due diligence exercise and no such information, document or finding shall limit the liability of the Land Owners hereunder.
- 10.2 The Developer hereby represents and warrants as follows:
- (i) The Developer shall construct and develop the Project as per the terms and conditions agreed in this Agreement.
- (ii) The Developer shall construct; develop, market and sell the Project in the manner and in accordance with the terms and conditions of this Agreement.
- 10.3 The Landowner and Developer hereby represent and warrant to eachother that:
- (ii) Each Party has full power, authority, legal right and capacity to enter into and perform its obligations under this Agreement and to consummate the transactions



Additional District Sub-Registres, Garia South 24 Parganes contemplated hereby. This Agreement has been duly executed and delivered by each Party and constitutes its legal, valid and binding obligation enforceable against it in accordance with its respective terms.

- (til) Each Party is duly incorporated and validly existing under the laws of the jurisdiction of its incorporation and that each Party has full power and absolute authority to execute, deliver and perform this Agreement.
- (iii) Each of the representations and warranties made by each of the Parties, in terms as aforesaid, is separate and independent and none of the aforesaid representations and warranties shall be treated as qualified by any actual or constructive knowledge on the part of the other Parties or any of their respective agents, Representatives, officers, employees or advisers.
- (iv) This Agreement constitutes a legal, valid and binding obligation, and is enforceable against each Party in accordance with its terms.
- (v) The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, or constitute a default under any covenant; agreement; understanding, decree or order to which such Party is a party or by which such Party or any of its properties or assets are bound or affected and does not result in a violation of any Applicable Laws.
- (vii) Each Party has no knowledge of any violation or default or any order, writ injunction or decree of any court or any legally binding order of any relevant authority empowered by Applicable Laws which may result in any material adverse effect on such Party's ability to perform its obligations under this Agreement. All information furnished by each Party in connection with this Agreement, does not contain any untrue statement or omit to state any fact; the omission of which makes any statements made therein in the light of the circumstances under which they are made, misleading, and each Party is not aware of any material facts or circumstances that have not been disclosed to the other Parties which might; if disclosed, adversely affect the decision of a Person considering whether or not to enter into this Agreement

ARTICLE 11- SALES AND MARKETING

11.1The Parties hereby agree that the entire marketing and sale of the Project shall be done by the



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Developer. The Developer will market and sell the said Project under the name and style to be fixed by the Developer.

- 11.2 The Developer shall have to decide the time and manner of sale and marketing of the Project in a business prudence manner. In the event the Developer decides during any period that it is not favorable/ profitable period for sale of Saleable Area, the Developer may phase out the sale of the Project in the manner to be decided by the Developer.
- 11.3 The Developer shall be entitled to market the Project and negotiate the sale price of the Project for the mutual benefit of the Parties.
- 11.4 After due approval of the Project by Government Authority/statutory authorities, the Developer shall be entitled to make advance bookings and to enter into agreements for sale to any prospective buyer(s) the Saleable Areas of the Project at the price and as per the payment schedule as may be decided by the Developer in business prudence manner.
- 11.5 The Parties hereby agree that sale of the Saleable Area shall be made through execution of a Flat Buyer agreement with the prospective buyer/customer having Landowners, Developer and the prospective buyer as parties to this agreement. The said Agreement will be signed by the prospective buyer and the Developer on its behalf and as the GPA holder of the Land owners for which the Land owners will execute the required GPA.
- 11.6 The Landowners shall provide the Developer and its Representatives with necessary written authorities, power of attorneys authorizing the Developer and its representatives to sign and execute buyer's agreement or such other agreements in favour of prospective buyers, allottees and for transfer of the rights, title or interest in the Saleable Areas, viz sale deeds, conveyance deeds orany other lawful deed/agreement in favour of prospective buyers/allottees and to receive consideration/proceeds by way of cheques, pay orders or similar bank instruments, which shall be deposited in the Project Account as stated above.
- 11.7 The Landowners shall further, as and when considered expedient by he Developer, sign and execute all documents/deeds/instruments, etc for transfer/



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conveyance of titles and interest in the spaces/areas in the Project in favour of the proposed buyers.

11.8 The Landowners shall not do any act or deed which would in any manner, whatsoever, including but not limited to creation of any parallel documentation, be in conflict or contrary to the marketing and sales strategy of the Developer.

ARTICLE 12-INDEMNIFICATION

- 12.1 Each Party (Defaulting Party) hereby agrees to indemnify and hold harmless the other party, its officers, employees, shareholders, directors and affiliates (Non-Defaulting Party) from any or all losses, liabilities, claims, costs, charges, actions, proceedings, third party claims, damages, including but not limited to, interest, penalties with respect thereto and out-of-pocket expenses (including reasonable attorney's and accountants' fees and disbursements) that have arisen from claims resulting from or relating to or arising out of or in connection with the following:
- (i) any failure on the part of the Defaulting Party to discharge its liabilities and/or obligations under this Agreement; and/or
- (ii) any willful act of omission or commission, material breach, misrepresentation, misconduct or negligence by the Defaulting Party, as the case may be, of any covenant; agreement representation, warranty or other obligation contained in this Agreement.
- 12.2 In the event of any Defect in relation to the Project Land, the Land Owners shall remedy the Defect at their own cost.
- 12.3 Development and sale of Project being responsibility of the Developer, the Developer shall be liable to Indemnify and hold harmless the Land Owners from and against any and/or all losses; liabilities, claims, costs, charges, actions, proceedings or third party claims, damages, including but not limited to, interest; penalties with respect thereto and out-of-pocket expenses (including reasonable attorneys' and accountants fees and disbursements) that have arisen against the Land Owners due to any non-compliance of relevant statutes, laws, bye-laws by the Developer in the course of development of the Project Further, the Developer shall be responsible and liable for payment of all dues to its workers/ employees and statutory compliance of labour law,



Additional District Sub-Registre, Garia South 24 Pargament rules and regulations as are in force or introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare, etc., and/or for any accident or lack of safety resulting in injury or damage to workmen, plant and machinery or third party. All such claims and demands shall be settled and cleared by the Developer only and no liability on this account shall fall on the Land Owners.

12.4 The Developer, in its capacity as a developer in terms of this Agreement and as irrevocable attorney for the Land Owners, shall not do or cause to be done any act; omission or thing which may in any manner contravene any rules, law or regulations or which may amount to misuse of any terms hereto or breach of any other provisions of law. In case of non-performance or non-observance of any such rules, regulations or law, then the entire liability in that behalf shall be incurred and discharged by the Developer, and furthermore, the Developer undertakes to keep the Land Owners harmless and indemnified against all claims and demands resulting from such non-performance and non-observance of such rules, regulations or law in terms of this clause.

ARTICLE 13- FORCE MAJUERE

13.1 If any time during the term of this Agreement; the performance by either Party of an obligation hereunder shall be excused during any period of Force Majeure and such delay is beyond the reasonable control of a Party (the "Affected Party") and which the Affected Party could not have prevented by the exercise of reasonable skill and care in relation to the development of the Project and which actually prevent; hinder or delay in whole or in part the performance by any party of its obligations under this Agreement "Force Majeure" shall include without limitation, (a) acts of God, including earthquake, storm, flood, tempest, fire, lightning, and other natural calamities; (b) civil commotion, war, act of public enemy; (c) riots or terrorists attacks, sabotage" epidemic; (d) strikes; (e) unavailability, scarcity, shortage of any construction materials, fuel, power, water, electricity, etc.; (f) the promulgation of or any amendment in any law or Policy of the Government Authority which prevents the construction and development to proceed as agreed in this Agreement; or (g) any event or circumstance analogous to the foregoing. Financial inability of a Party to perform shall not be a ground for claiming a Force



Additional District Sub-Registrer, Garia South 24 Parganee

Majeure. The Affected Party shall 'immediately notify the other Party of the happening of any such event of Force Majeure. The Affected Party shall constantly endeavour to prevent or make good the delay and shall resume the work as soon as practicable after such event of Force Majeure has come to an end or ceased to exist

13.2 In any other event; if a Force Majeure cause or causes shall continue for a period of [180 [one hundred and eighty)] days, the Parties hereto shall mutually discuss the matter and decide one or the other course of action to be taken.

ARTICLE 14

DISPUTE RESOLUTION, GOVERNING LAW & JURISDICTION

- 14.1 Amicable Settlement: In the case of any dispute or claim arising out of or in connection with or relating to this Agreement the Parties shall attempt to first resolve such dispute or claim through amicable discussions.
- 14.2 Arbitration: If the Parties fail to resolve such dispute or claim amicably, such dispute or claim shall be finally settled by arbitration. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and any amendment/ modification thereof all arbitration proceedings shall be conducted in the English language and the place of arbitration shall be Kolkata. The Arbitration award shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly. The Parties shall continue to perform such of their respective obligations under this Agreement that do not relate to the subject matter of the dispute, without prejudice to the final.
- 14.3 Governing Law & Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the India and shall, subject to the provisions of dispute resolution mechanism stated herein above, be subject to the exclusive jurisdiction of the courts in Kolkata only.

ARTICLE 15 MISCELLANEOUS PROVISIONS

15.1 No Partnership: The Parties have entered into this Agreement on principal to principal basis and that nothing stated herein shall be deemed or construed as a partnership between them nor shall it be construed as association of persons in any



Additional District Sub-Registrat, Geria South 24 Parganes.

manner, nor will the same bind them except to the extent specifically stipulated herein.

15.2 Waivers: No waiver of any of the terms of this Agreement shall be effective un jess made in writing and no waiver of any particular term shall be deemed to be a waiver of any other term.

15.3 Taxes: Each Party hereto shall pay and discharge their respective tax liabilities under the Income Tax Act 1961 and all their personal debts and shall Indemnify and keep indemnified and harmless the other from and against all claims, charges, proceedings, penalties in respect of any default or failure to pay or discharge such liabilities and debts.

15.4 Stamp Duty & Registration: The Land Owners shall get this Agreement registered.

The cost of registration and stamp duty payable thereon shall be paid by the Developerwhich will form part of the project cost. However, it is agreed that non-registration of this Agreement shall not take away or affect any rights of the Developer or the Land Owners.

15.5 Notice: All notices and other writings to be filed, delivered or served on the other Party pursuant to this Agreement shall be in writing and shall be delivered by speed post, registered mail, courier, facsimile, return receipt requested. Any notice shall be deemed to have been duly given and received upon receipt Notices to the parties shall be addressed as follows:

To Land Owner No.- 1: Attention: 'Mr. Rupesh Ranjan Prasad, Director GANGULY HOME SEARCH PVT. LTD. 167, Garia Station Road, Kolkata – 700084

To Land Owner No.-2: Attention: Mr. Ramprakash Bihani, Director FORESIGHT DEVELOPERS PVT.LTD. 2, Garia Station Road, Kolkata – 700084

To Land Owner No.-3: Mr. Ramprakash Bihani, Director FORESIGHT CONSTRUCTIONS PVT.LTD.

2, Garia Station Road, Kolkata - 700084

To Land Owner No.-4: Attention: Mr. Ramprakash Bihani, 54, Dr. Sarat Banerjee Road, Kolkata – 700029

To Land Owner No.-5: Attention: Mr. Rupesh Ranjan Prasad, 12, Garia Place, Kolkata – 700084



Additional District Sub-Registrer, Garia South 24 Parpanee

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To Developer:

Attention:

Mr. Amit Ganguly, Designated Partner

Mr. Manish Jhunjhunwala,

Designated Partner

GANGULY EVERA DEVELOPERS LLP,

4Sight Prestige, 159, Garia Station Road,

Kolkata-700084

15.6 Severability: Each and every obligation under this Agreement shall be treated as a

separate obligation and shall be severally enforceable as such and in the event of any

obligation or obligations being or becoming unenforceable in whole or in part shall not

affect the validity of the balance Agreement provided the fundamental terms of the

Agreement are not altered. If any requirement, restriction or undertaking herein is

(i)found by any court or other competent authority to be void or unenforceable; or (ii)

requires any authorization, Approval or consent which is not granted, the Parties shall

negotiate in good faith to replace such void or unenforceable requirement, restriction,

undertaking or lack of Approval, consent or authorization with a valid provision which, as

far as possible, has the same commercial effect as that which it replaces.

15.7 Assignment: Subject to the provisions of this Agreement this Agreement is

personal to the Parties, and shall not be capable of assignment without consent of other

Parties.

15.8 Termination: Save and except as permitted under in this Agreement, this

Agreement shall not be terminated by either of the Party.

15.9 Specific Performance: This Agreement shall be specifically enforceable in

accordance with the terms hereof, at the instance of either of the Parties.

15.10 Entire Agreement: This Agreement sets forth the entire agreement and

understanding between the Parties relating to the subject matter herein and supersede

any and all prior discussions, communications, negotiations, understanding,

agreements, or contracts, whether written or oral. No modification of, or amendment to,

this Agreement nor any waiver of any rights under this Agreement, will be effective unless

in writing signed by the Parties.

15.11 Counterparts: This Agreement may be executed in one or more counterparts

including counterparts transmitted by facsimile, each of which shall be deemed an

original, but all of which signed and taken together, shall constitute one document



Additional District Sub-Registrat, Garia South 24 Pargament

SCHEDULE

ALL THAT piece and parcel of land measuring 49.6 decimal or 30 (Thirty) Cottah O (Zero) Chittak O (Zero) Sq.ft. be the same a little more or less in R.S. Dag No. 482, 486, 487, 489, 490 and 481/2187 corresponding to L.R. Dag No. 507, 511, 512, 514, 515 and 506 under R.S. Khatian No. 791, 356, 346, 1071, 1412, 662 and 898 corresponding to L.R.-Khatian No. 3626, 3627, 3628, 3629 3630 Mouza- Kumrakhali, J.L. No. 48, Holding No. 2930, DakshinKumrakhali, within Ward No. 27 of Rajpur-Sonarpur Municipality under Additional Sub-Registry Office- Garia, E.M. Bypass, Police Station-Narendrapurwithin the District- 24 Parganas (South).

IN WITNESS WHEREOF the partiesabovenamed have hereunto set and subscribed their respective hands to these presents on the day month and year first above written.

SIGNED AND DELIVERED by the Parties above-named in presence of:-

WITNESSES:

2) Bebobrata Mazundez. East Fartabad P.O. - garia . P.S. -Novembrafur NOL - 700084 GANGULY HOME SEARCH PAT, LTD Kupeth Rayan Balas

FORE SIGHT LILLY

FORESIGNIT CORSTANGERON PRIMATE LIMITED

Signature of the Landowners

GANGULY EVERA DEVELOPERS LLP

Designated Partner

Drafted by:

Advocate,

(WB - 2618/99)

Baruipur Civil Court, Kolkata.

GANGULY EVERA DEVELOPERS LLP

Signature of the Developer



GANGULY EVERA DEVELOPERS ILLP

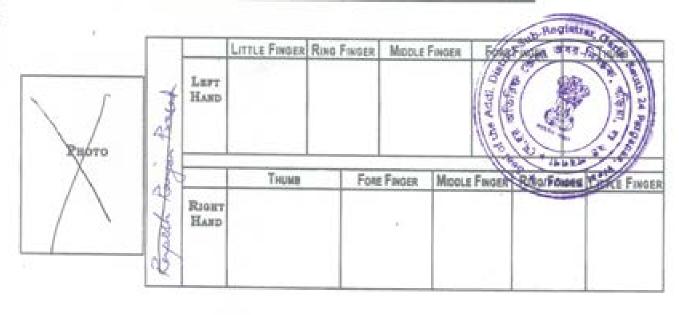
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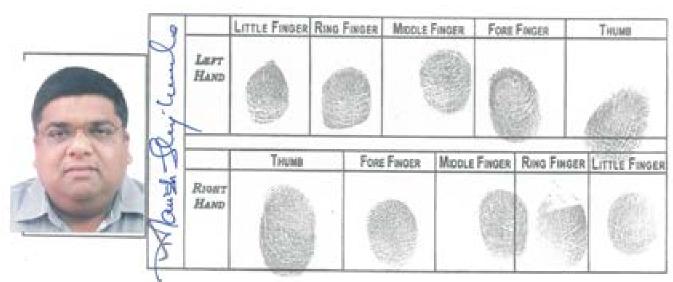
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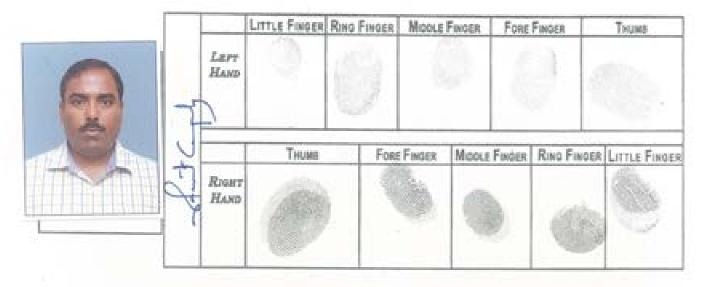
Garia South 24 Parganes

CONTRACTOR MANAGEMENT

SPECIMEN FORM FOR TEN FINGER PRINTS





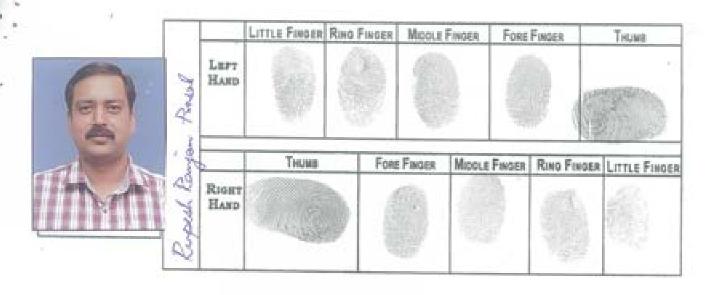


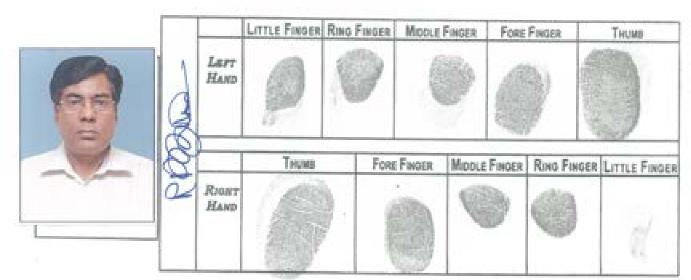
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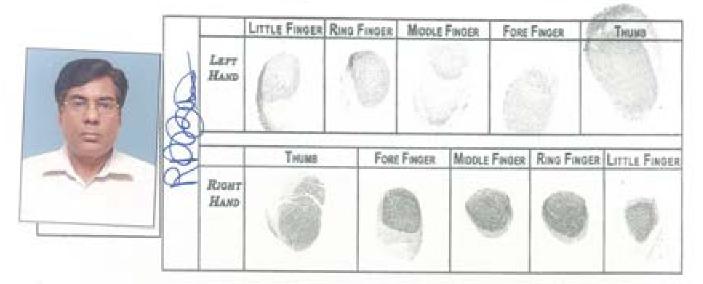


Additional District Sub-Registrer, Garia South 24 Parganes

SPECIMEN FORM FOR TEN FINGER PRINTS







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Additional District Sub-Registre, Garia South 24 Parganes





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श्रीम बुसबुस्क्ष्यामा Manish Jhunjhunwala 5/0 Vishwanath Jhunhunwala Rajbari, Flat-18 I.R. Dover Place. Canahat Near Garlahat Parnalpons Kolkata West Bengal - 700019 9830040211



अपनात अपन मध्या / Your Andhaar No.

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- এটা এক ইলেইনিক প্রক্রিয়ার তৈনী পর

INFORMATION

- · Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.
- व्यापात भागा (प्रत्य माना ।
- অখার ভবিষাতে সরকামী ও বেসরকামী পরিবেশা প্রাধীর সহারক হবে।
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- Audhaur will be helpful in availing Government and Non-Government services in future



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West Bengal - 700019

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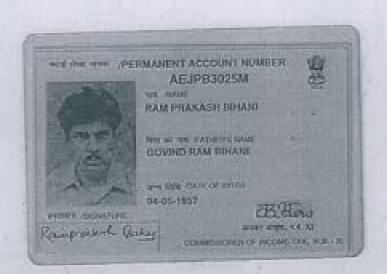












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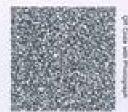
Government of India

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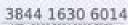
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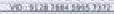


कारक अवस्था Committee of India



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আনার আধার, আনার পরিচয়







1976

- ঝারার পরিচয়ের প্রয়াণ, নাগরিকক্রের প্রয়াণ নয়
- পরিচালে প্রমাণ অনলাইন অধেন্টিকেশন দারা লাভ করদা
- এটা এক ইলেম্ব্রনিক প্রাচিন্যায় তৈরী পাত্র

INFORMATION

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- কাথার সারা (দশে মানা)
- অখ্যার ভবিশান্তে সরকারী ও বেসরকারী পরিবেবা शासिता मधासक श्रव।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government. and Non-Government services in future .



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টিকানঃ ১০০ সংগ্ৰহ কুমাৰ অনুসংহ, পূৰ্ব কৰ্মচাৰাদ সংযোগায়া, বাহিন বাহ সংগ্ৰহ কৰ্মচাৰা, পৰিল ২৪ প্ৰকাৰা, পৰিল বাহ - 700084

SIO: Santosh Kumar Magumder, EAST FARTABAD SAHAPARA, Rajpur Sonarpur IMO, South 24 Parganas, West Bengal - 700084



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

GRN:

19-201920-003048630-1

Payment Mode Online Payment

GRN Date: 24/06/2019 18:19:11

Bank: AXIS Bank

BRN:

11826643

BRN Date: 24/06/2019 18:21:22

DEPOSITOR'S DETAILS

Id No.: 16290000889308/9/2019

[Query No./Query Year]

Name:

GANGULY EVERA DEVELOPERS LLP

Contact No. :

Mobile No.: +91 8335047751

E-mail:

Address:

159 GARIA STATION ROAD KOLKATA700084

Applicant Name :

Mrs Soma Chakraborty

Office Name:

Office Address:

Buyer/Claimants

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement

Payment No 9

PAYMENT DETAILS

Status of Depositor:

Amount[?]	Head of A/C	Head of A/C Description	Identification No.	SI. No.
75021	0030-02-103-003-02	Property Registration- Stamp duty	16290000869308/9/2019	11)
300021	0030-03-104-001-16	Property Registration-Registration Fees	18290000889308/9/2019	2

Total

375042

In Words:

Rupees Three Lakh Seventy Five Thousand Forty Two only



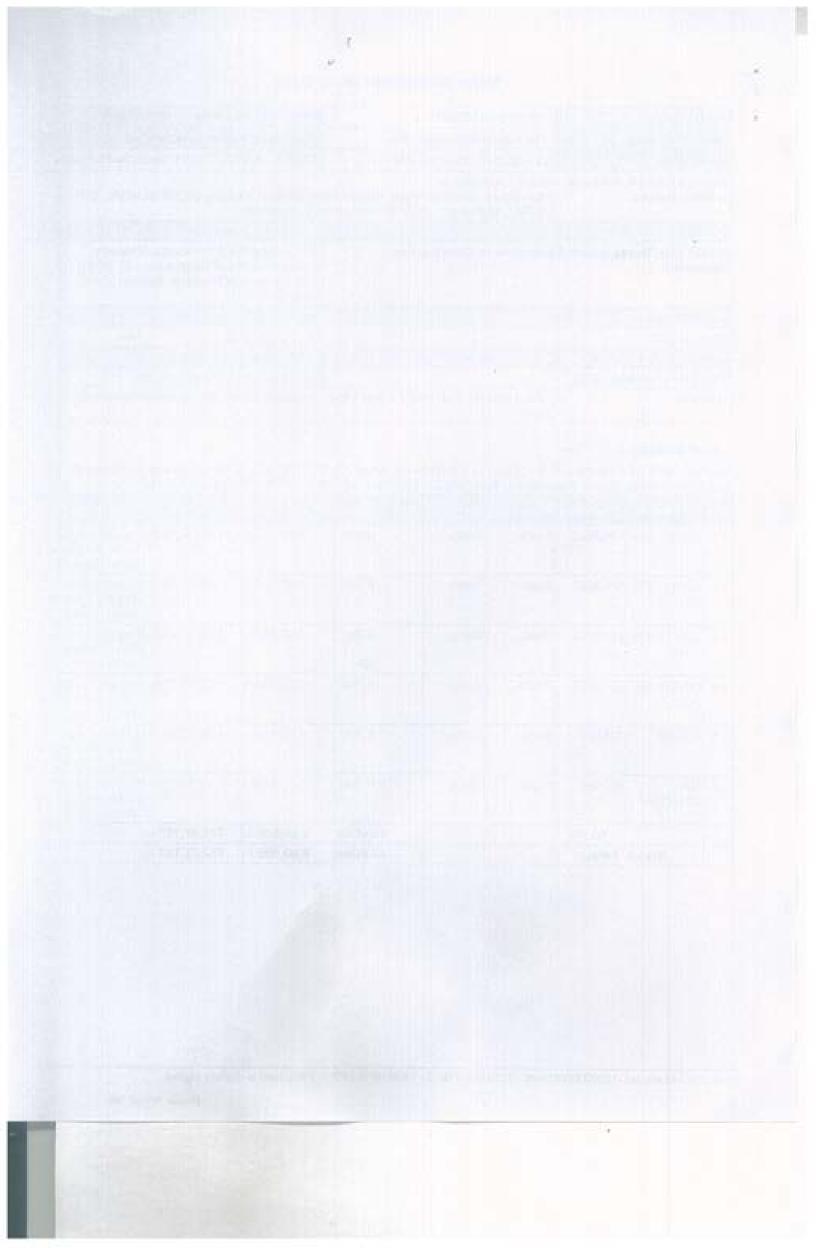
Major Information of the Deed

Deed No :	1-1629-03010/2019	Date of Registration	25/06/2019			
Query No / Year	1629-0000889308/2019	Office where deed is registered				
Query Date	11/06/2019 1:09:58 PM	A.D.S.R. GARIA, District: South 24-Parganas				
Applicant Name, Address & Other Details	Soma Chakraborty High Court, Calcutta, Thana: Har 700001, Mobile No.: 833504775		ST BENGAL, PIN -			
Transaction		Additional Transaction				
[0110] Sale, Development i agreement	Agreement or Construction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Othe than Immovable Property, Receipt [Rs : 3,00,00,000/-]				
Set Forth value		Market Value				
Rs. 6,00,000/-		Rs. 7,32,87,782/-				
Stampduty Paid(SD)		Registration Fee Paid				
Rs. 75,071/- (Article:48(g))		Rs. 3,00,021/- (Article:E, E, B)				
Remarks	Received Rs. 50/- (FIFTY only area)	the assement slip.(Urba				

Land Details:

District: South 24-Parganas, P.S.- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Biswa Bangla Sarani (E.M. Bye Pass, Garia), Mouza: Kumrakhali, Ward No: 27, Holding No: 2930 Jl No: 48, Pin Code: 700103

Sch	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
L1	LR-507 (RS :-)	LR-3626	Bastu	Bastu	8 Dec	1,00,000/-	1,18,20,610/-	Property is on Road Adjacent to Metal Road,
L2	LR-511 (RS :-)	LR-3627	Bastu	Bastu	8 Dec	1,00,000/-	1,18,20,610/-	Property is on Road Adjacent to Metal Road,
L3	LR-512 (RS :-)	LR-3628	Bastu	Bastu	8 Dec	1,00,000/-	1,18,20,610/-	Property is on Road Adjacent to Metal Road,
L4	LR-514 (RS :-)	LR-3629	Bastu	Bastu	8 Dec	1,00,000/-	1,18,20,610/-	Property is on Road Adjacent to Metal Road,
L5	RS-490	RS-662	Bastu	Bastu	8 Dec	1,00,000/-	1,18,20,610/-	Property is on Road Adjacent to Metal Road,
L6	RS- 481/2187	RS-898	Bastu	Bastu	9.6 Dec	1,00,000/-	1,41,84,732/-	Property is on Road Adjacent to Metal Road,
		TOTAL:			49.6Dec	6,00,000 /-	732,87,782 /-	
	Grand	Total:			49.6Dec	6,00,000 /-	732,87,782 /-	



Land Lord Details:

SI No	Name, Address, Photo, Finger print and Signature							
1	Ganguly Home Search Private Limited 167, Garia Station Road, Ground Floor, P.O Garia, P.S Sonarpur, DistrictSouth 24-Parganas, West Bengal, India, PIN - 700084, PAN No.:: AADCG2860J, Status: Organization, Executed by: Representative, Executed by: Representative							
2	Foresight Developers Priva 2, Garia Station Road, Ground I India, PIN - 700084, PAN No.:: Representative	Floor, P.O:- Garia	s, P.S:- Sonarpur, District: tatus :Organization, Exec	-South 24-Parganas, West Bengal, uted by: Representative, Executed by:				
3	Foresight Constructions Private Limited 2, Garia Station Road, Ground Floor, P.O Garia, P.S Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084, PAN No.:: AABCF2889G, Status:Organization, Executed by: Representative, Executed by: Representative							
4	Namo	Photo	Finger Print	Signature				
	Mr Ram Prakash Bihani							

1	Name	Photo	Finger Print	Signature
	Mr Ram Prakash Bihani Son of Late Govind Ram Bihani Executed by: Self, Date of Execution: 25/06/2019 , Admitted by: Self, Date of Admission: 25/06/2019 ,Place ; Office			Ramprodoct-20
		25/06/2019	25/05/2019	25/06/2019

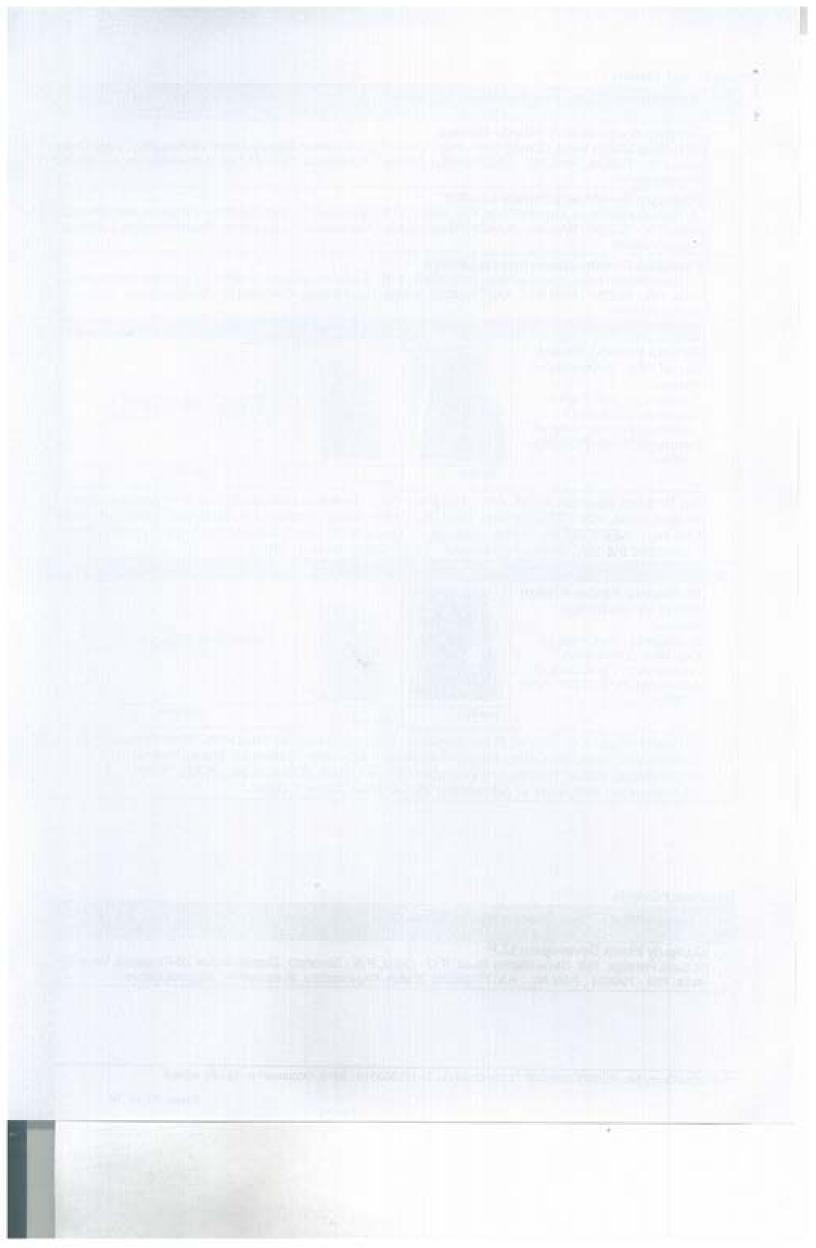
54, Dr Sarat Banerjee Road, P.O:- Kalighat, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AEJPB3025M, Status: Individual, Executed by: Self, Date of Execution: 25/06/2019 , Admitted by: Self, Date of Admission: 25/06/2019 ,Place: Office

	Name	Photo	Finger Print	Signature
Son of Mr Prasad Executed by Execution: 2 , Admitted b	: Self, Date of			Regard Rougin Basad.
		25/06/2019	LTI 28/06/2018	26/06/2019

12, Garia Place, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN -700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AKLPP5810A, Status: Individual, Executed by: Self, Date of Execution: 25/06/2019 , Admitted by: Self, Date of Admission: 25/06/2019 ,Place: Office

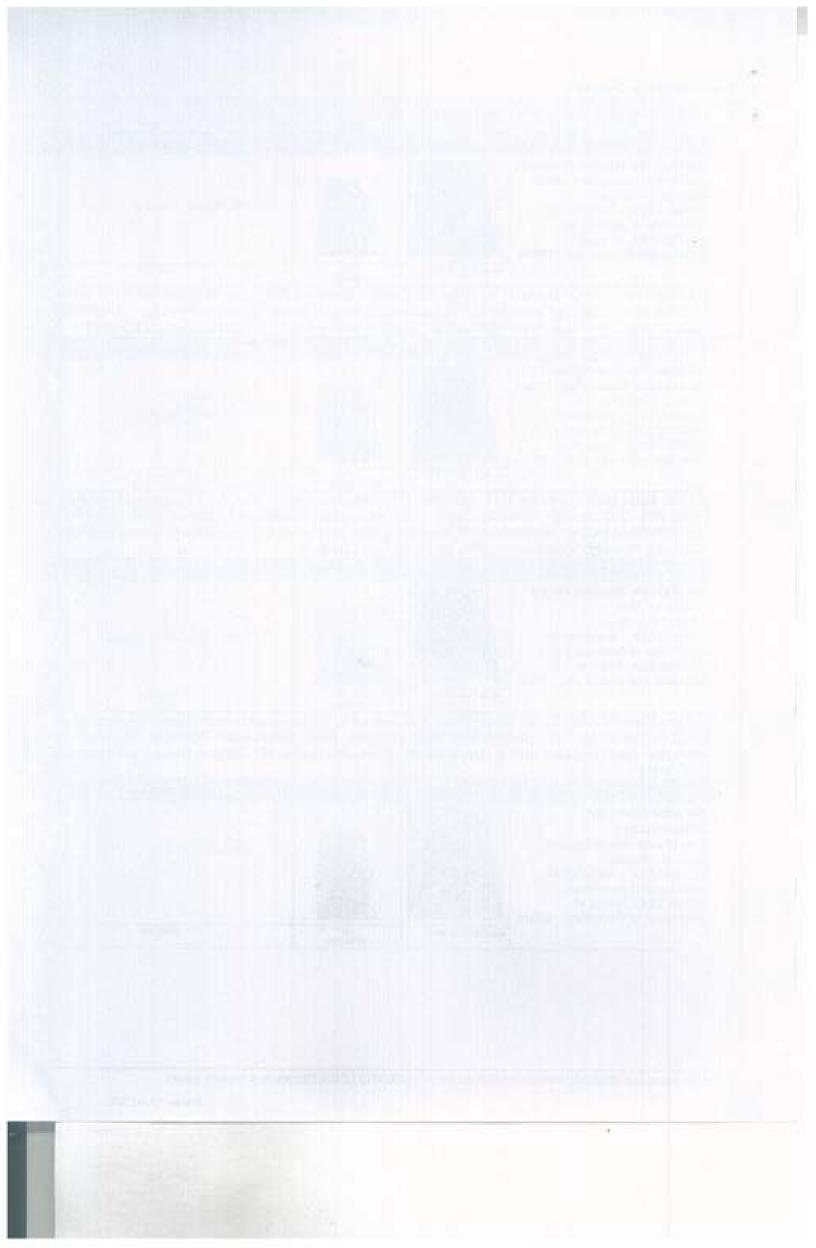
Developer Details:

SI No	Name, Address, Photo, Finger print and Signature
1.5	Ganguly Evera Developers LLP 4 Sight Prestige, 159, Garia Station Road, P.O Garia, P.S Sonarpur, DistrictSouth 24-Parganas, West Bengal, India, PIN - 700084, PAN No.:: AATFG9509M, Status Organization, Executed by: Representative



Representative Details

	Name, Address, Photo, Finger	print and Signat	ure	
0	Name	Photo	Finger Print	Signature
	Mr Rupesh Ranjan Prasad Son of Mr Makeswar Prasad Date of Execution - 25/06/2019, , Admitted by: Self, Date of Admission: 25/06/2019, Place of Admission of Execution: Office			Rupich Nortan Broad.
		Jun 25 2019 1:16PM	LTI 25/04/2019	26/66/2019
	700084, Sex: Male, By Caste.	Hindu, Occupa	tion: Business, Citi	Parganas, West Bengal, India, PIN - izen of: India, , PAN No.:: AKLPP5810 irch Private Limited (as Director)
2	Name	Photo	Finger Print	Signature
	Mr Ram Prakash Bihani Son of Late Govind Ram Bihani Date of Execution - 25/06/2019, , Admitted by: Self, Date of Admission: 25/06/2019, Place of Admission of Execution: Office	鳳		RPD
		Jun 25 2019 1:19FM	LTI	26/06/2019
	India, PIN - 700029, Sex: Mal	e, By Caste: Hin	P.S:- Gariahat, Dis du, Occupation: Bi	trict:-South 24-Parganas, West Benga usiness, Citizen of: India, , PAN No.::
3	India, PIN - 700029, Sex: Mal AEJPB3025M Status : Repres Director), Foresight Construct	e, By Caste: Hin sentative, Repre- ions Private Lim	P.S Gariahat, Dis du, Occupation: Bi sentative of : Fores ited (as Director)	trict:-South 24-Parganas, West Benga usiness, Citizen of: India, , PAN No.:: sight Developers Private Limited (as
99	India, PIN - 700029, Sex: Mal- AEJPB3025M Status: Repres Director), Foresight Construct Name Mr Manish Jhunjhunwala Son of Mr N N Date of Execution - 25/06/2019, , Admitted by: Self, Date of Admission: 25/06/2019, Place of	e, By Caste: Hin sentative, Repre	P.S Gariahat, Dis du, Occupation: Br sentative of : Fores	trict:-South 24-Parganas, West Benga usiness, Citizen of: India, , PAN No.::
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	India, PIN - 700029, Sex: Male AEJPB3025M Status: Repres Director), Foresight Construct Name Mr Manish Jhunjhunwala Son of Mr N N Date of Execution - 25/06/2019, Admitted by: Self, Date of Admission: 25/06/2019, Place of Admission of Execution: Office 4 Sight Prestige, 159, Garia S West Bengal, India, PIN - 700	e, By Caste: Hin sentative, Represons Private Lim Photo Am 32 2019 1:15PM tation Road, P.C. 084, Sex: Male,	P.S Gariahat, Disidu, Occupation: Bisentative of : Foresited (as Director) Finger Print Lin Islandase D:- Garia, P.S Sor By Caste: Hindu, O	trict:-South 24-Parganas, West Bengal usiness, Citizen of: India, , PAN No.:: sight Developers Private Limited (as Signature
	India, PIN - 700029, Sex: Male AEJPB3025M Status: Repres Director), Foresight Construct Name Mr Manish Jhunjhunwala Son of Mr N N Date of Execution - 25/06/2019, Admitted by: Self, Date of Admission: 25/06/2019, Place of Admission of Execution: Office 4 Sight Prestige, 159, Garia S West Bengal, India, PIN - 700 PAN No.:: AATFG9509M Stat	e, By Caste: Hin sentative, Represons Private Lim Photo Am 32 2019 1:15PM tation Road, P.C. 084, Sex: Male,	P.S Gariahat, Disidu, Occupation: Bisentative of : Foresited (as Director) Finger Print Lin Islandase D:- Garia, P.S Sor By Caste: Hindu, O	trict:-South 24-Parganas, West Benga usiness, Citizen of: India, , PAN No.:: sight Developers Private Limited (as Signature Signature assume the property of
4	India, PIN - 700029, Sex: Mal- AEJPB3025M Status: Repres Director), Foresight Construct Name Mr Manish Jhunjhunwala Son of Mr N N Date of Execution - 25/06/2019, Admitted by: Self, Date of Admission: 25/06/2019, Place of Admission of Execution: Office 4 Sight Prestige, 159, Garia S West Bengal, India, PIN - 700 PAN No.:: AATFG9509M Stat (as Partner)	e, By Caste: Hin sentative, Representative, Representative, Representations Private Lim Photo Jam 28 2019 1:15PM tation Road, P.C. 084, Sex: Male, us: Representations	P.S Gariahat, Disidu, Occupation: Bisentative of : Foresited (as Director) Finger Print Ln 28092299 D Garia, P.S Sor By Caste: Hindu, Otive, Representative	trict:-South 24-Parganas, West Benga usiness, Citizen of: India, , PAN No.:: sight Developers Private Limited (as Signature Signature assume the control of the control o



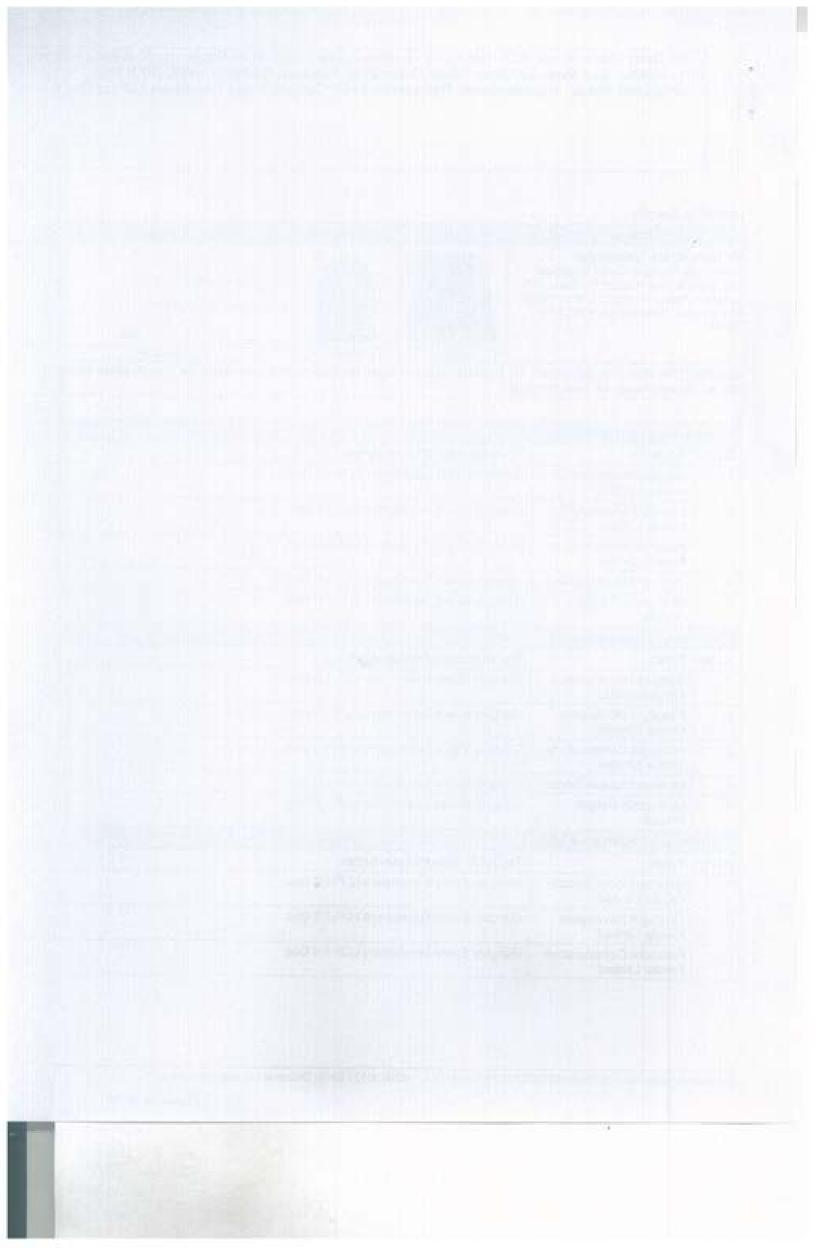
, 159, Garia Station Road, P.O.- Garia, P.S.- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AIEPG3746R Status: Representative, Representative of: Ganguly Evera Developers LLP (as Partner)

Identifier Details:

Name	Photo	Finger Print	Signature
Mr Debobrata Mazumder Son of Late Santosh Kumar Mazumder 159, Garia Station Road, P.O:- Garia, P.S:- Sonarpur, Rajpur-sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084			Gebobrate Mazunder
	25/05/2019	25/05/2019	25/05/2019

Identifier Of Mr Ram Prakash Bihani, Mr Rupesh Ranjan Prasad, Mr Rupesh Ranjan Prasad, Mr Ram Prakash Bihani, Mr Manish Jhunjhunwala, Mr Amit Ganguly

Trans	fer of property for L1	
SI.No	From	To. with area (Name-Area)
1	Ganguly Home Search Private Limited	Ganguly Evera Developers LLP-1.6 Dec
2	Foresight Developers Private Limited	Ganguly Evera Developers LLP-1.6 Dec
3	Foresight Constructions Private Limited	Ganguty Evera Developers LLP-1.6 Dec
4	Mr Ram Prakash Bihani	Ganguly Evera Developers LLP-1.6 Dec
5	Mr Rupesh Ranjan Prasad	Ganguly Evera Developers LLP-1.6 Dec
Trans	fer of property for L2	
SI.No	From	To. with area (Name-Area)
1	Ganguly Home Search Private Limited	Ganguly Evera Developers LLP-1.6 Dec
2	Foresight Developers Private Limited	Ganguly Evera Developers LLP-1.6 Dec
3	Foresight Constructions Private Limited	Ganguly Evera Developers LLP-1.6 Dec
4	Mr Ram Prakash Bihani	Ganguly Evera Developers LLP-1.6 Dec
5	Mr Rupesh Ranjan Prasad	Ganguly Evera Developers LLP-1.6 Dec
Trans	fer of property for L3	
SI.No	From	To. with area (Name-Area)
1	Ganguly Home Search Private Limited	Ganguly Evera Developers LLP-1.6 Dec
2	Foresight Developers Private Limited	Ganguly Evera Developers LLP-1.6 Dec
3	Foresight Constructions Private Limited	Ganguly Evera Developers LLP-1.6 Dec

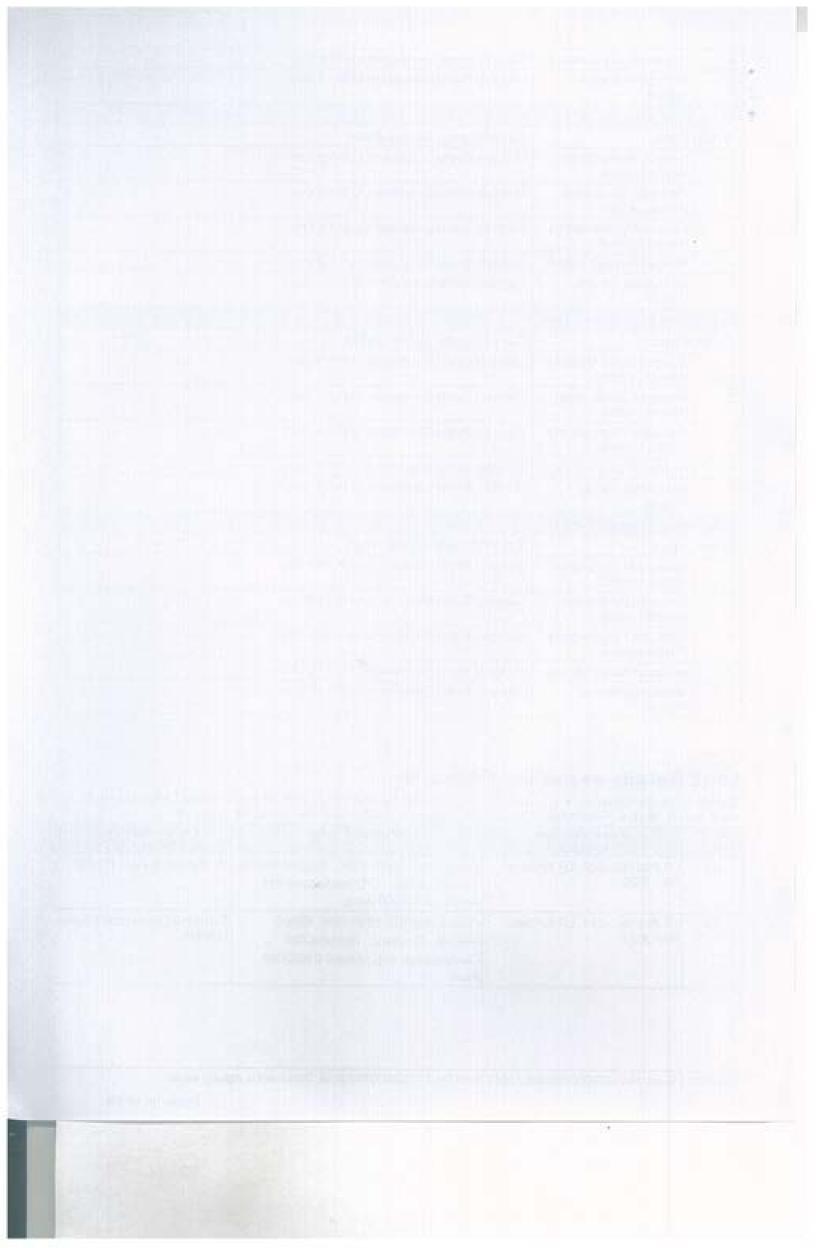


4	Mr Ram Prakash Bihani	Ganguly Evera Developers LLP-1.6 Dec
5	Mr Rupesh Ranjan Prasad	Ganguly Evera Developers LLP-1.6 Dec
Trans	fer of property for L4	
SI.No	From	To. with area (Name-Area)
1	Ganguly Home Search Private Limited	Ganguly Evera Developers LLP-1.6 Dec
2	Foresight Developers Private Limited	Ganguly Evera Developers LLP-1.6 Dec
3	Foresight Constructions Private Limited	Ganguly Evera Developers LLP-1.6 Dec
4	Mr Ram Prakash Bihani	Ganguly Evera Developers LLP-1.6 Dec
5	Mr Rupesh Ranjan Prasad	Ganguly Evera Developers LLP-1.6 Dec
Trans	fer of property for L5	
SI.No	From	To. with area (Name-Area)
1	Ganguly Home Search Private Limited	Ganguly Evera Developers LLP-1.6 Dec
2	Foresight Developers Private Limited	Ganguly Evera Developers LLP-1.6 Dec
3	Foresight Constructions Private Limited	Ganguly Evera Developers LLP-1.6 Dec
4	Mr Ram Prakash Bihani	Ganguly Evera Developers LLP-1.6 Dec
5	Mr Rupesh Ranjan Prasad	Ganguly Evera Developers LLP-1.6 Dec
Trans	fer of property for L6	
SI.No	From	To. with area (Name-Area)
1	Ganguly Home Search Private Limited	Ganguly Evera Developers LLP-1.92 Dec
2	Foresight Developers Private Limited	Ganguly Evera Developers LLP-1.92 Dec
3	Foresight Constructions Private Limited	Ganguly Evera Developers LLP-1.92 Dec
4	Mr Ram Prakash Bihani	Ganguly Evera Developers LLP-1.92 Dec
5	Mr Rupesh Ranjan Prasad	Ganguly Evera Developers LLP-1.92 Dec

Land Details as per Land Record

District: South 24-Parganas, P.S.- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Biswa Bangla Sarani (E.M. Bye Pass, Garia), Mouza: Kumrakhali, Ward No: 27, Holding No:2930 Jl No: 48, Pin Code: 700103

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 507, LR Khatian No:- 3626	Owner:কদেশ রজন প্রদাদ, Gurdian:মাকেশ্বর , Address:শিল , Classification:বাদ্ত, Area:0.01000000 Acre,	Mr Rupesh Ranjan Prasad
L2	LR Plot No:- 511, LR Khatian No:- 3627	Owner:ফোরদাইট ডেভলগরেস প্রাইভেট শিমিটেড, Gurdian: , Address:নিজ , Classification:বাস্ত, Area:0.01000000 Acre,	Foresight Developers Private Limited



L3	LR Plot No:- 512, LR Khatian No:- 3628	Owner:গাসুদী হোম সার্চ প্রাইভেট দিনিটেড, Gurdian:. , Address:দিজ , Classification:বাস্ত, Area:0.01000000 Acre,	Ganguly Home Search Private Limited
L4	LR Plot No 514, LR Khatian No 3629	Owner.ভোরসাইট কলন্টাকশান গ্রাইভেট দিনিটেড, Gurdian: , Address:দিজ , Classification বাড, Area:0.03000000 Acre,	Foresight Constructions Private Limited
L5	RS Plot No:- 490, RS Khatian No:- 662		Mr Ram Prakash Bihani
L6	RS Plot No:- 481/2187, RS Khatian No:- 898		Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number: 1 - 162903010 / 2019

On 13-06-2019

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 7,32,87,782/-



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

South 24-Parganas, West Bengal

On 25-06-2019

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

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

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

Presented for registration at 12:22 hrs on 25-06-2019, at the Office of the A.D.S.R. GARIA by Mr. Amit Ganguly ,...

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

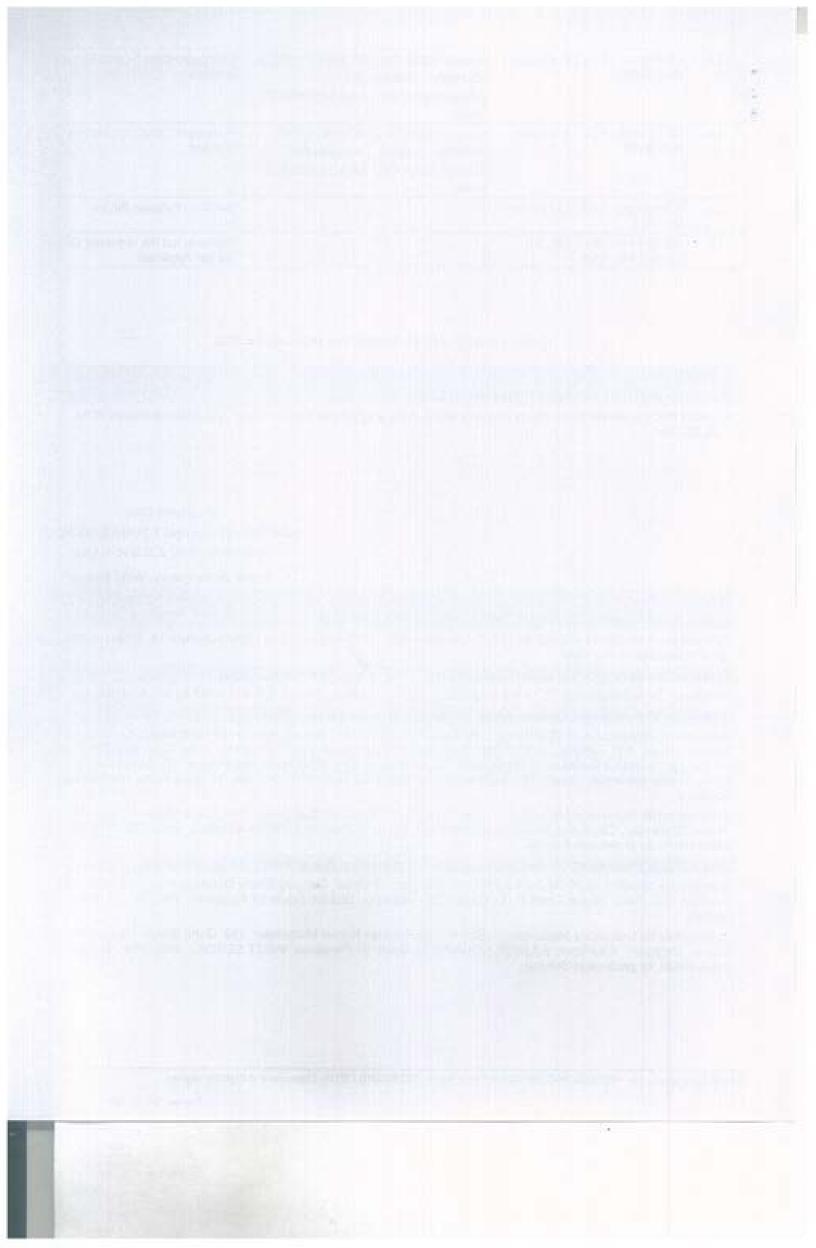
Execution is admitted on 25/06/2019 by 1. Mr Ram Prakash Bihani, Son of Late Govind Ram Bihani, 54, Dr Sarat Banerjee Road, P.O: Kalighat, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession Business, 2. Mr Rupesh Ranjan Prasad, Son of Mr Makeswar Prasad, 12, Garia Place, P.O: Garia, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business

Indetified by Mr Debobrata Mazumder, , , Son of Late Santosh Kumar Mazumder, 159, Garia Station Road, P.O. Garia, Thana: Sonarpur, , City/Town: RAJPUR-SONARPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by profession Service

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

Execution is admitted on 25-06-2019 by Mr Amit Ganguly. Partner, Ganguly Evera Developers LLP (LLP), 4 Sight Prestige, 159, Garia Station Road, P.O.- Garia, P.S.- Sonarpur, District -South 24-Parganas, West Bengal, India, PIN - 700084

Indetified by Mr Debobrata Mazumder, , , Son of Late Santosh Kumar Mazumder, 159, Garia Station Road, P.O: Garia, Thana: Sonarpur, , City/Town: RAJPUR-SONARPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by profession Service



Execution is admitted on 25-06-2019 by Mr Rupesh Ranjan Prasad, Director, Ganguly Home Search Private Limited (Private Limited Company), 167, Garia Station Road, Ground Floor, P.O.- Garia, P.S.- Sonarpur, District -South 24-Parganas, West Bengal, India, PIN - 700084

Indetified by Mr Debobrata Mazumder, , , Son of Late Santosh Kumar Mazumder, 159, Garia Station Road, P.O. Garia, Thana: Sonarpur, , City/Town: RAJPUR-SONARPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by profession Service

Execution is admitted on 25-06-2019 by Mr Ram Prakash Bihani, Director, Foresight Developers Private Limited (Private Limited Company), 2, Garia Station Road, Ground Floor, P.O.- Garia, P.S.- Sonarpur, District.-South 24-Parganas, West Bengal, India, PIN - 700084; Director, Foresight Constructions Private Limited (Private Limited Company), 2, Garia Station Road, Ground Floor, P.O.- Garia, P.S.- Sonarpur, District.-South 24-Parganas, West Bengal, India, PIN - 700084

Indetified by Mr Debobrata Mazumder, , , Son of Late Santosh Kumar Mazumder, 159, Garia Station Road, P.O. Garia, Thana: Sonarpur, , City/Town: RAJPUR-SONARPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by profession Service

Execution is admitted on 25-06-2019 by Mr Manish Jhunjhuriwala, Partner, Ganguly Evera Developers LLP (LLP), 4 Sight Prestige, 159, Garia Station Road, P.O.- Garia, P.S.- Sonarpur, District.-South 24-Parganas, West Bengal, India, PIN - 700084

Indetified by Mr Debobrata Mazumder, , , Son of Late Santosh Kumar Mazumder, 159, Garia Station Road, P.O. Garia, Thana: Sonarpur, , City/Town: RAJPUR-SONARPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 3,00,021/- (B = Rs 3,00,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 3,00,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/06/2019 6:21PM with Govt. Ref. No: 192019200030486301 on 24-06-2019, Amount Rs: 3,00,021/-, Bank: AXIS Bank (UTIB00000005), Ref. No. 11826643 on 24-06-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 75,021/-

Description of Stamp

 Stamp: Type: Impressed, Serial no 4343, Amount: Rs.50/-, Date of Purchase: 14/06/2019, Vendor name: Sahidul. Haque Gazi

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/06/2019 6:21PM with Govt. Ref. No: 192019200030486301 on 24-06-2019, Amount Rs: 75,021/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 11826643 on 24-06-2019, Head of Account 0030-02-103-003-02

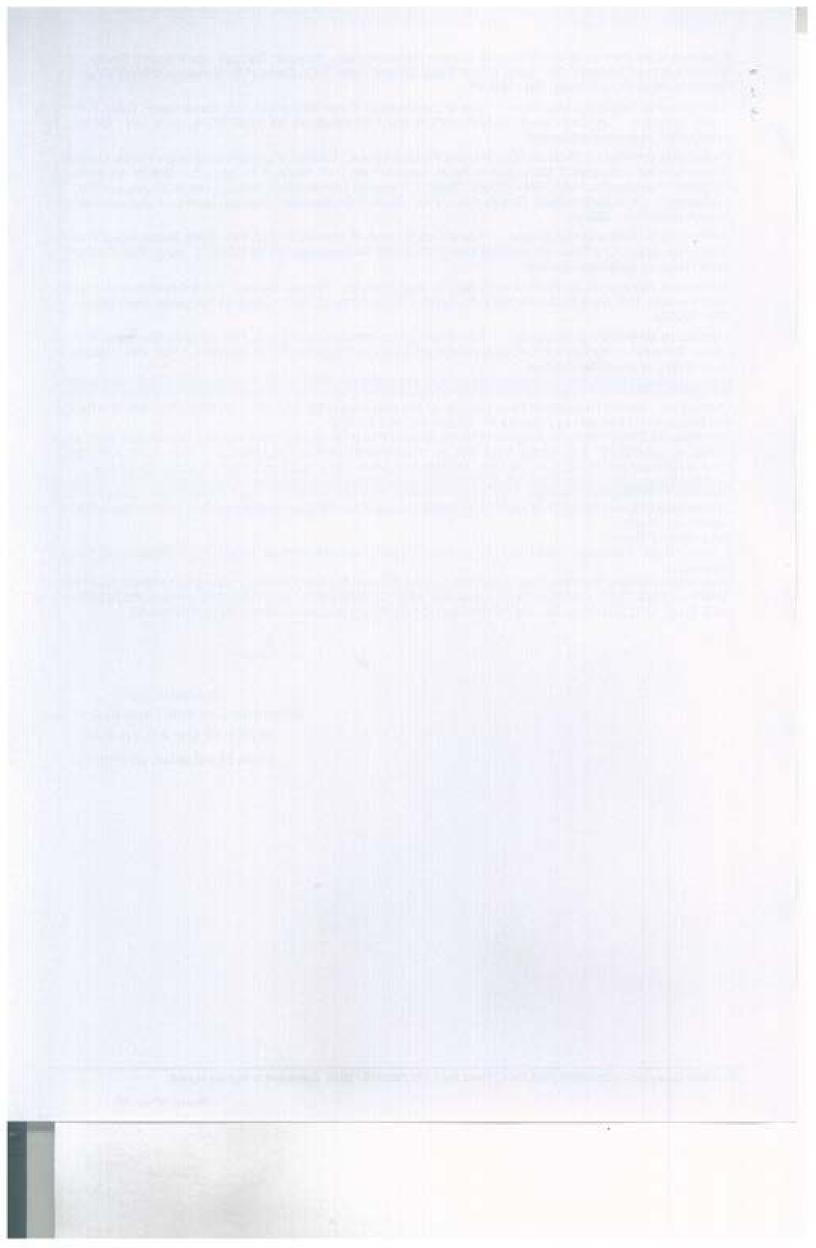
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Debasish Dhar

ADDITIONAL DISTRICT SUB-REGISTRAR

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

South 24-Parganas, West Bengal



Registered in Book - I

Volume number 1629-2019, Page from 93047 to 93084 being No 162903010 for the year 2019.



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Digitally signed by DEBASISH DHAR Date: 2019.06.25 16:32:42 +05:30 Reason: Digital Signing of Deed.

(Debasish Dhar) 25-Jun-19 4:32:32 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. GARIA West Bengal.

(This document is digitally signed.)