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3635/2016



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

V 907269

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12.4.16
WNO = 138877/16
Joint Dev. Agreement
C.M. 996/4

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13.4.16



Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheet attached to the document are the part of this Document

[Signature]
Additional Registrar of Assurances-IV, Kolkata

[Signature]
Additional Registrar of Assurances-IV, Kolkata

18 APR 2016

THIS JOINT DEVELOPMENT AGREEMENT made this the 13th day APRIL 2016

BETWEEN

(1) SRI DILIP KUMAR ROY, (PAN ADEPR2552H) and (2) SRI TARUN KUMAR ROY (PAN ADEPR2553G), both sons of Late Jugal Kishore Roy and both residing at 14, Dum Dum Coopers Road, Kolkata 700074 P.S, Dum Dum, P.O. Dum Dum, hereinafter collectively referred to as the **FIRST PARTY** (which term or expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART**:

3637

Sold to.....
 Address.....
 Value..1000.....
 1 APR 2016
 L.C.V. High Court
 Adalat Sarkar
 High Court, A.S.

C.P. Karm

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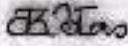
identified by me

Chandras

(CHANDRA PRAKASH KAKKARANIA)
Advocate

High Court, Kolkata
 Son of Late P. L. Kakkarania
 P.O - GPO
 P.S - Harekrishna

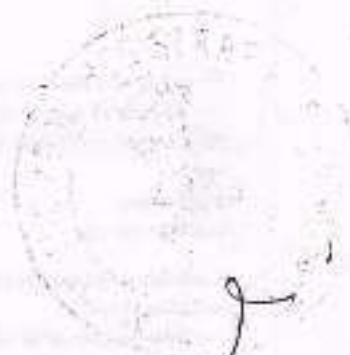
ADDITIONAL REGISTRAR
 OF ADULTERATION, KOLKATA
 13 APR 2016

| | | |
|---|---|---|
| स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER | ADEPR2553G |  |
|  | नाम / NAME TARUN KUMAR ROY | |
| | पिता का नाम / FATHER'S NAME JUGAL KISHORE ROY | |
| | जन्म तिथि / DATE OF BIRTH 27-11-1954 | |
| हस्ताक्षर / SIGNATURE |  |  |
| | | आयकर अधिकारी, पं.सं.-XI COMMISSIONER OF INCOME-TAX, W.B. - XI |

इस कार्ड के रद्दी / निल जाने पर दृष्टा जारी करी
 वाले कार्यालयी को सुचित / वापस कर दें
 संयुक्त आयकर प्रायुक्त, पदवी एवं (अवनीति),
 पी-7,
 चौमि चवतार,
 कलकता - 700 069.

In case this card is withdrawn, kindly return it to
 the issuing authority :-
 Joint Commissioner of Income-tax, Systems & Technical,
 P-7,
 Chowmichee Square,

Tarun Kumar Roy



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OF ASSURANCES-IV, KOLKATA
13 APR 2016



भारत के निर्वाचन आयोग

पत्रिका नं०

ELECTION COMMISSION OF INDIA
IDENTITY CARD

WB/20139/219397



निर्वाचक नाम : दिनेश कुमार राय
 Elector's Name : Dip Kumar Roy
 पिता नाम : जगल किशोर राय
 Father's Name : Jugal Kishore Roy
 लिंग/Sex : पुरु/ M
 जन्म তারিখ : 05/04/1947
 Date of Birth :

Dip Kumar Roy

WB/20139/219397

বিত্ত

14, DUM DUM COSSIPORE ROAD,
MOTIJHEEL, SOUTH DUM DUM, DUM DUM,
NORTH 24 PARGANAS, 730074

Address:

14, DUM DUM COSSIPORE ROAD,
MOTIJHEEL, SOUTH DUM DUM, DUM DUM,
NORTH 24 PARGANAS, 730074

[Signature]

Date: 26/02/14

117-রাজহাট গুড়পুর বিধানসভা কেন্দ্রের
অফিসের সিনিয়র সচিব

Signature of the Election
Registration Officer for

117-Rajahat Gudur Constituency

ভাৱে সঁচিবৰ সৰ্ব্বস্বত্বত ইয়াৰে সঁচিবৰ সঁচিবৰ সঁচিবৰ
নামৰে ইয়াৰ সঁচিবৰ সঁচিবৰ সঁচিবৰ সঁচিবৰ
সঁচিবৰ সঁচিবৰ সঁচিবৰ সঁচিবৰ

In case of change in address, please send a copy of
the new address to the Election Registration Officer for
117-Rajahat Gudur Constituency, West Bengal.



ADDITIONAL REGISTRAR
OF ASSURANCES-2, KOLKATA
13 APR 2016

आयकर विभाग

INCOME TAX DEPARTMENT

SANJEEV AGARWAL

SHIV PRASAD AGARWAL

23/04/1967

Permanent Account Number

AEVPA1545B

Signature



भारत सरकार

GOVT. OF INDIA



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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
13 APR 2010

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

MAHESH PANSARI
NAND KISHORE PANSARI



09/04/1977
Permanent Account Number

AFQPP2511J

Signature



इस कार्ड को खोने / पाने पर कृपया सूचित करें। सीटिंग -
आयकर पैन सेवा कार्ड, एन एस डी एल
5th फ्लोर, माप्री स्टर्लिंग, प्लॉट नं. 341, सर्वे नं. 997/8,
मॉडल कॉलोनी, दीप बंगला चौक के पास,
पुणे - 411 016

*If this card is lost / someone's lost card is found,
please inform / return to:*

Income Tax PAN Services Unit, NSDL
5th floor, Mantri Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bunglow Chowk,
Pune - 411 016

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: bninfo@nsdl.com



ADDITIONAL REGISTRAR
OF ASSURANCE SV, KOLKATA
13 Apr 2018

आयकर विभाग
INCOME TAX DEPARTMENT
ANAND AGARWAL
JAGDISH PRASAD AGARWAL
31/03/1977
Permanent Account Number
ACIPA8719Q
Signature
भारत सरकार
GOVT. OF INDIA

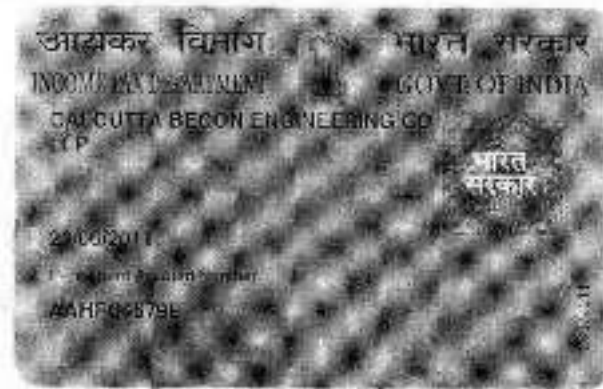
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Anand Agarwal
Anand Agarwal





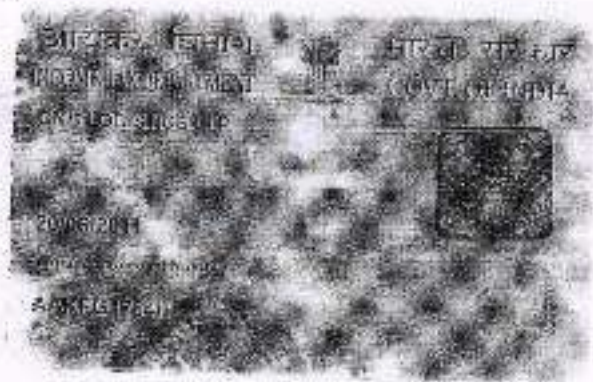
ADDITIONAL REGISTRAR
OF ASSURANCE & SOLIDITY
23 APR 2010



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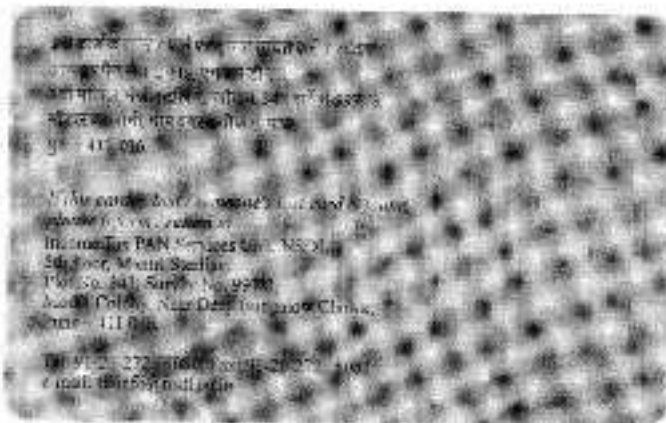
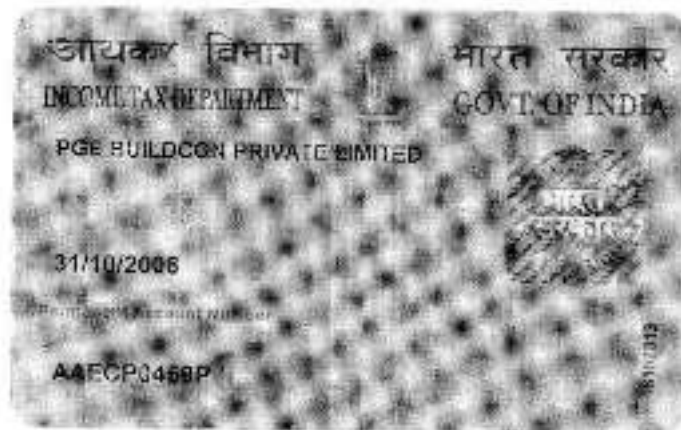
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13 APR 2016



Navin Joshi



9
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OF ASSURANCES-IV, KOLKATA
13 APR 2010





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OF ASSURANCES-IV, KOLKATA
13 Apr 2010



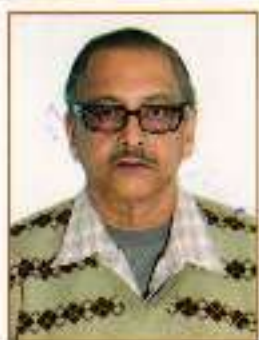





Government of West Bengal

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

OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata

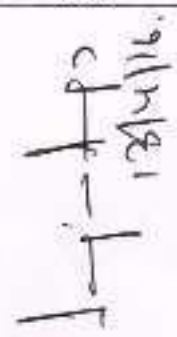


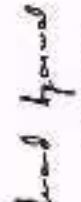

Signature / LTI Sheet of Query No/Year 19041000136877/2016

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

| Sl No. | Name of the Executant | Category | Photo | Finger Print | Signature with date |
|--------|---|--|--|---|-------------------------------------|
| 1 | Shri DILIP KUMAR ROY 14 , DUM DUM COSSIPORE ROAD, P.O:- DUM DUM, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074 | Land Lord |  | 2124  | <i>Dilip Kumar Roy</i> 13/4/2016 |
| 2 | Shri TARUN KUMAR ROY 14 , DUM DUM COSSIPORE ROAD, P.O:- DUM DUM, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074 | Land Lord |  | 2125  | <i>Tarun Kumar Roy</i> 13/04/16 |
| 3.0 | Shri SANJEEV AGARWAL SHRACHI TOWER , 8TH FL, 686 ANANDAPUR, P.O:- ANANDAPUR, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700107 | Represent ative of Developer [CALCUT TA BECON ENGINEE RING CO LLP] |  | 2126  | <i>Sanjeev Agarwal</i> 13/4/16 |






ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
13 APR 2016

| Sl No. | Name of the Executant | Category | Photo | Finger Print | Signature with date |
|--------|---|--|--|--|---|
| 3.1 | Shri SANJEEV AGARWAL SHRACHI TOWER . 8TH FL, 686 ANANDAPUR, P.O:- ANANDAPUR, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700107 | Represent ative of Developer [G N B LOGISTIC LLP] | | |  13/04/16. |
| Sl No. | Name of the Executant | Category | Photo | Finger Print | Signature with date |
| 4.0 | Mr ANAND AGARWAL GREEN VALLEY , KAIKHALI CHIRIAMORE, Block/Sector: BLOCK E, Flat No: 201, P.O:- AIRPORT, P.S:- Airport, District:-North 24- Parganas, West Bengal, India, PIN - 700136 | Represent ative of Developer [P G E BUILDCO N PVT LTD] |  | 2123  |  13/04/16 |
| 4.1 | Mr ANAND AGARWAL GREEN VALLEY , KAIKHALI CHIRIAMORE, Block/Sector: BLOCK E, Flat No: 201, P.O:- AIRPORT, P.S:- Airport, District:-North 24- Parganas, West Bengal, India, PIN - 700136 | Represent ative of Developer [PRIMAR C PROJECT S PVT LTD] | | |  13/04/16 |



7
ADDITIONAL REGISTRAR
OF ASSURANCE - IV, KOLKATA
13 APR 2016

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

| SI No. | Name of the Executant | Category | Photo | Finger Print 2127 | Signature with date |
|--------|--|---|---|---|--|
| 5 | Shri MAHESH PANSARI 7, LOVELOCK STREET, P.O:- BALLYGUNGE, P.S:- Bullygunge, District:- South 24-Parganas, West Bengal, India, PIN - 700019 | Representative of Developer [PRIMAR C SHRACHI PROJECT S L L P] |  |  |  13/4/16 |
| SI No. | Name and Address of identifier | Identifier of | | Signature with date | |
| 1 | Mr C P KAKARANIA Son of Late PURUSHOTTAM LAL KAKARANIA 10, OLD POST OFFICE STREET, P.O:- G P O, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001 | Shri DILIP KUMAR ROY, Shri TARUN KUMAR ROY, Shri SANJEEV AGARWAL, Mr ANAND AGARWAL, Shri MAHESH PANSARI | |  13/4/16 | |

(Asit Kumar Joarder)
ADDITIONAL REGISTRAR
OF ASSURANCE
OFFICE OF THE A.R.A. -
IV KOLKATA
Kolkata, West Bengal



7
ADDITIONAL REGISTRAR
OF ASSURANCE W.B. KOLKATA
13 APR 2016

AND

(1) CALCUTTA BECON ENGINEERING CO. LLP, (PAN AAHFC4679E) AND **(2) GNB LOGISTIC LLP**, (PAN AAKFG1784H), both Limited Liability Partnership Firms registered under the Limited Liability Partnership Act, 2008 and both having their registered Office at Shrachhi Tower, 8th Floor, 686 Anandapur, Kolkata -700 107, P.S. Anandapur, P.O. Anandapur, (1) and (2) represented by their authorised signatory Shri Sanjeev Agarwal, (PAN AEVPA1545B) son of Late Shiv Prasad Agarwal, working for gain at "Shrachhi Tower", 8th Floor, 686 Anandapur, Kolkata - 700 107, P.S. Anandapur, P.O. Anandapur, residing at CK 276, Sector - II, Salt Lake City, Kolkata - 700 091, P.S. Bidhan Nagar, P.O. Sech Bhawan, AND **(3) PRIMARC PROJECTS PVT. LTD.** (PAN AADCP8058P) AND **(4) PGE BUILDCON PVT LTD.** (PAN AAECPO459P) both (3) and (4) being Companies within the meaning of the Companies Act, 1956, and both having their registered office situated at 6A, Elgin Road, Kolkata 700020, P.S. Bhawanipur, P.O. Bhawanipur, and both represented by their authorized signatory Shri Anand Agarwal, (PAN ACIPA8719Q) son of Jagdish Prasad Agarwal, residing at Green Valley, Block - E, Flat - 201, Kaikhali, Chiriamore, Kolkata - 700 136, P.S. Airport, P.O. Airport, all hereinafter collectively referred to as the **SECOND PARTY** (which term or expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include their respective successor and/or successors in office/interest, nominees and assigns) of the **SECOND PART**

AND

PRIMARC SHRACHI PROJECTS LLP (PAN AAQFP8157P), a Limited liability partnership incorporated under the LLP Act, 2008 having its registered office at 6A, Elgin Road, Kolkata 700020, P.S. Bhawanipur, P.O. Bhawanipur, and represented by one of its Partners Shri Mahesh Pansari, (PAN AFQPP2511J), son of Mr. Nand Kishore Pansari, residing at 7, Lovelock Street, Kolkata - 700 019, P.S. Ballygunge, P.O. Ballygunge, hereinafter referred to as the **THIRD PARTY** (which term or expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include its successor and/or successors in office/interest, nominees and assigns) of the **THIRD PART**

WHEREAS:

- A) One Jugal Kishore Roy (since deceased), who was a Hindu governed by the Dayabhaga School of Hindu Law, during his lifetime, was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** Premises No. 14, Dum Dum



ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ಆರೋಗ್ಯ ಇಲಾಖೆ, ಕೊಪ್ಪಳ
12-4-87

Cossipore Road, P.S. Dum Dum, P.O. Dum Dum, containing by estimation an area of 1.85 Acres but on physical measurement, the same was measured to have an area of 5 (Five) Bighas 2 (Two) Cottahs 8 Chittacks and 02 Sq. Ft. be the same a little more or less, together with a two storied dilapidated building structure, sheds and outhouses standing thereon situate lying within the municipal limit of the South Dum Dum Municipality and more fully and particularly described in **PART I** of the **FIRST SCHEDULE** hereunder written (the "**ENTIRE PROPERTY**")

- B) The said Jugal Kishore Roy died testate on 25th July 1965, after having made and published his Last Will and Testament dated 29th January 1964 whereby and whereunder amongst others he gave bequeathed and devised the Entire Property unto and in favour of his two sons, the First Party herein, in equal shares.
- C) In pursuance of an application for probate filed in the Hon'ble High Court, Calcutta in its Testamentary and Intestate Jurisdiction being No. 145 of 1967 by an order dated 19th August 1967, probate in respect of the said Will of Jugal Kishore Roy has been granted and the estate of the said Late Jugal Kishore Roy has been fully administered.
- D) In the events as recited hereinabove, the First Party thus jointly became entitled to the Entire Property each one of them being entitled to undivided half share or interest therein.
- E) Thereafter, due to some diverse reasons the First Party had jointly decided to, after retaining 15 Cottahs of land more fully described in the **PART II** of the **FIRST SCHEDULE** hereunder written (the "**RETAINED PROPERTY**") for their personal residences, dispose of the remaining 87 Cottahs 8 Chittacks and 02 Sq. ft. of land of the Entire Property or portions thereof as may be so required and/or as so decided by them.
- F) The First Party, on 14th December, 2012, by a registered Deed of Conveyance, sold, transferred and conveyed to the Second Party **ALL THAT** 30 cottahs of land, being a demarcated portion of the Entire Property more fully and particularly described in the



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
13 APR 2016

Second Schedule thereunder written and also mentioned in **PART-I** of the **SECOND SCHEDULE** hereunder written (the "**PART ONE PROPERTY**") and the said Conveyance was duly registered at the Office of A.D.S.R. Cossipore, Dum Dum, registered in Book No. 1, Volume no 30, Pages from 3328 to 3349, being No.12642 for the year 2012.

- G) In the events as recited hereinabove, the Second Party is absolutely seized and possessed of and/ or otherwise well and sufficiently entitled to the Part One Property.
- H) The First Party (after retaining the Retained Property and after selling the Part One Property to the Second Party) have agreed to cause to be developed the remaining 57 Cottahs 8 Chittacks and 02 sq. ft. of land, more or less, forming the remaining part of the Entire Property, which is more fully and particularly mentioned and described in **Part-II** of the **SECOND SCHEDULE** hereunder written (the "**PART TWO PROPERTY**"). The Second Party has also decided to cause the Part-I of the Second Schedule Property owned by it to be developed along with the Part-II of the Second Schedule Property.
- I) The Third Party is engaged in the business of undertaking development of real estate and/or properties in and around State of West Bengal.
- J) At the request of the First Party and the Second Party, the Third Party has agreed to undertake integrated development of both the Part One Property and also the Part Two Property collectively (the "**PROJECT LAND**").
- K) At or before the execution of this Agreement the First Party and the Second Party have respectively assured and represented to the Third party as follows:-
- i) **THAT** the respective properties absolutely belong respectively to them and excepting them no other person(s) has any right or claim in respect thereof.
 - ii) **THAT** the First Party and the Second party both have a clear marketable title in respect of their respective properties.



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OF ASSURANCES, KOLKATA
13 APR 2011

- iii) **THAT** both the First party and the Second Party are not carrying on any manufacturing activities on or from their respective properties and the properties are not recorded as industrial land with any government authorities.
 - v) **THAT** there is no legal bar or impediment in the First Party and the Second Party entering into this agreement.
 - vi) **THAT** the First Party and the Second Party have not entered into any agreement for sale, transfer, lease and/or development nor have created any interest of any third party into or upon their respective properties or any part or portion thereof and as on the date hereof the properties are free from all encumbrances.
 - vii) **THAT** there is no excess vacant land comprised in the Part One Property or Part Two Property within the meaning of the Urban Land (Ceiling & Regulation) Act 1976.
 - viii) **THAT** all municipal rates, taxes and other outgoings payable in respect of the above said Properties have been paid and/or shall be paid by the First Party and the Second party respectively upto the date of execution of this Agreement.
 - ix) **THAT** the First Party and the Second Party are in khas possession of the entirety of their respective Properties.
 - x) **THAT** there is no encroachment into or upon the above said properties or any part or portion thereof.
- L) The Developer, upon corroborating the said facts with relevant papers and documents of the subject property being the Project Land and being satisfied with the same, has agreed to enter into this agreement.



7
ADDITIONAL REGISTRAR
OF ASSURANCE, KOLKATA
13 APR 2016

M) Upon mutual discussions and negotiations between the parties, it was agreed and decided by and between them that the First Party and the Second Party would appoint Developer herein as the developer and grant to the Developer the sole and exclusive rights and authorities for causing to be developed the Housing Project at the Project Land and the First Party and the Second Party would provide the Project Land in a state free from all Encumbrances with clear marketable title to the Developer and the Developer would construct or cause to be constructed the Housing Project thereon and carry out certain acts of administration of the Housing Project and also of Transfer of the Transferable Areas at the prices mutually agreed between the parties subject to the terms and conditions herein and the Realizations would be shared in the Agreed Ratio, it being clarified that the First Party and the Second Party shall receive their share of the Realizations as consideration for Transfer of proportionate shares in land to the Transferees and the Developer shall receive their share of the Realisation as consideration against development and construction thereon.

N) The parties are now entering upon this Agreement to record into writing all the terms and conditions agreed between them in connection with the development of the Project Land and the Transfer and administration of the Housing Project and the respective rights and obligations of the parties in respect of the same as hereinafter contained.

NOW THIS AGREEMENT WITNESSETH and it is agreed by and between the parties hereto as follows:

ARTICLE I - DEFINITIONS

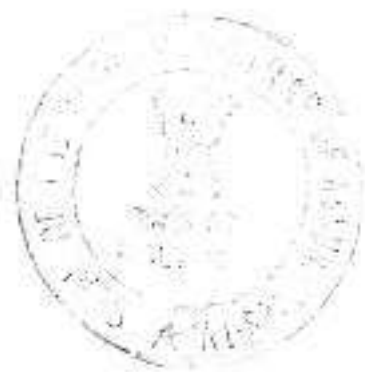
- 1.1 In this Agreement unless the context otherwise permits the following expressions shall have the meanings assigned to them as under:
- i) **AUTHORISED REPRESENTATIVE** shall mean the authorized representative of each of the Parties herein, as stated in Article VII hereof.



2

ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
13 APR 2016

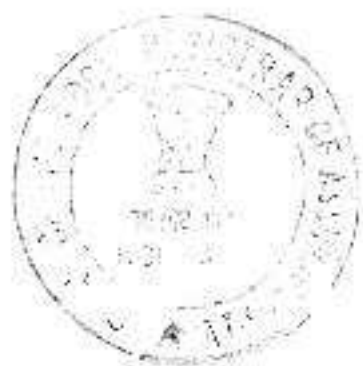
- ii) **ARCHITECT** shall mean such person or persons, firm or firms, who may be appointed by the Developer for designing and planning of the New Building.
- iii) **CONSENTS** shall mean the planning permission and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or desirable for the carrying out, development, completion, use and occupation of the New Building and/or Buildings on the Project Land.
- iv) **COMMENCEMENT DATE** shall mean the date of signing of this Agreement.
- v) **COMMON PARTS AND PORTIONS** shall mean the common parts and portions of the Housing Project to be used in common by all the owners and occupiers of the New Building and/or Buildings forming part of the Housing Project.
- vi) **COMPLETION DATE** shall mean the date on which the New building/Buildings are to be completed in terms of this Agreement.
- vii) **DEVELOPMENT AGREEMENT** shall mean this Agreement.
- viii) **DEVELOPER** shall mean **Primarc Shrachi Projects LLP**, having its office at 6A, Elgin Road, Kolkata 700 020 and/or its successors in interest/office, nominee and/or assignee(s).
- ix) **TRANSFERABLE AREAS** shall mean the Units, Parking Spaces, terraces attached with any units with or without any facilities and all other areas capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise and shall also include any area, right or privilege at the Housing Project capable of being commercially exploited or transferred for consideration in any manner;
- x) **FLATS/UNITS/APARTMENTS** shall mean the various flats/ units/apartments constructed erected and completed for residential purposes and/or commercial purposes



7
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to be comprised in the New Building and/or Buildings to be ultimately held and/or owned by various persons on ownership basis.

- xj) **REALISATION** shall mean and include the amounts received against Transfer of the Units, Parking Spaces and other Transferable Areas from time to time including the consideration for Transfer, and for Floor Rise Escalation and PLC and any other amount on any account received against any Transfer; but shall not include any amounts received on account of Extras and Deposits as stated in Article XIII hereof;
- xii) **AGREED RATIO** shall mean the ratio of sharing or distribution in Realisation and several other matters referred to herein between the parties hereto.
- xiii) **FIRST PARTY'S DEPOSIT** shall mean the amount paid by the Developer to the First Party which is to be refunded/ adjusted in the manner provided in Article XI of this Agreement
- xiv) **FIRST PARTY'S ALLOCATION** shall mean 29.57% of the Realisation which the First Party shall be entitled to as defined in Article XII of this Agreement and shall include the shares or portions in the Unsold Space allocated to the First Party.
- xv) **HOUSING PROJECT** shall mean the Housing Project to be undertaken for development, construction, erection and completion of New Building and/or Buildings on the Project Land described in Part I and Part II of the Second Schedule hereto to be ultimately transferred to various intending purchasers of units within the Housing Project on ownership basis.
- xvi) **SECOND PARTY'S ALLOCATION** shall mean 10.29% of the Realisation which the Second Party shall be entitled to as defined in Article XII of this Agreement and shall include the shares or portions in the Unsold Space allocated to the Second Party.



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13 APR 2016

- xvii) **PROJECT LAND** shall mean the land morefully described in the Part I and Part II of the Second Schedule which is the subject matter of this Agreement.
- xviii) **INTENDING PURCHASERS/TRANSFEREES** shall mean the persons to whom any transferable area in the Housing Project is transferred or agreed to be transferred.
- xix) **NEW BUILDING** shall mean and include the new building or Buildings to be constructed erected and completed by the Developer, being the Third Party herein, with such materials and/or specifications as agreed, in accordance with the map or plan to be sanctioned by the authorities concerned with such modifications and/or alterations as may be deemed necessary by the Architect of the New Building comprising of various flats, units, apartments, constructed spaces and car parking and other spaces capable of being held and/or enjoyed independent of each other.
- xx) **FIRST PARTY** shall mean the said (1) **DILIP KUMAR ROY AND (2) TARUN KUMAR ROY** and shall include their respective heirs, legal representatives, executors, administrators and assigns.
- xxi) **PARTIES/PARTY** shall, wherever the context so permits, collectively referred to as "Parties" and individually as "Party".
- xxii) **PART ONE PROPERTY** shall mean the Property owned by the Second party herein.
- xxiii) **PART TWO PROPERTY** shall mean the property owned by the First Party herein.
- xxiv) **PLAN** shall mean the Plan to be sanctioned by the authorities concerned and shall include such modifications and/or alterations as may be necessary and/or required from time to time.



ADDITIONAL REGISTRAR
OF ADMINISTRATIVE SERVICES
KOLKATA
13 APR 2016

- xxv) **PROFESSIONAL TEAM** shall mean the Architects, Structural Engineers, Mechanical and/or Electrical Engineers, Surveyors and/or such other professional engaged and/or contracted by the Developer, i.e. the Third Party herein, from time to time.
- xxvi) **ENTIRE PROPERTY** shall mean all that the property as mentioned in Part-1 of the First Schedule hereto.
- xxvii) **THIRD PARTY'S ALLOCATION** shall mean the remaining percentage of Revenue which the Third Party shall be entitled to as defined in Article XII of this Agreement.
- xxviii) **SECOND PARTY'S DEPOSIT** shall mean the amount paid by the Developer to the Second party and to be refunded/ adjusted in the manner provided in Article XI of this Agreement.
- xxix) **RETAINED PROPERTY** shall mean the Property retained by the First Party for their personal use which is not at all connected with this agreement, as mentioned in Part-II of the First Schedule hereto.
- xxx) **SECOND PARTY** shall mean collectively the owners of Part One Property and/or their respective successors in interest, nominee and/or assigns.
- xxxi) **OWNERS** shall mean collectively the First Party and the Second Party hereto.
- xxxii) **START DATE** shall mean the date on which the Third Party herein, shall start undertaking of construction of New Building and/or Building on the Project Land upon sanction of the plan.
- xxxiii) **SPECIFICATIONS** shall mean the specification with which the New Building and/or Buildings shall be constructed erected and completed (details whereof will appear from the **THIRD SCHEDULE** hereunder written).



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
13 APR 2016

- xxxiv) **SERVICES** shall mean the supply to and installation on the project land and/or within the New Building thereon including electricity, water, gas, telecommunications, drainage and other services.
- xxxv) **THIRD PARTY** shall mean Primarc Shruchi Projects LLP, the Developer herein, and/or its successors, nominees and/or assigns
- xxxvi) **TOTAL DEVELOPMENT COSTS** shall mean the aggregate of all costs, fees and expenses wholly and exclusively expended or incurred by the Developer on construction and development of the New Building/Buildings and the related infrastructure on the Project Land, including such costs incurred prior to the Start Date.

ARTICLE II - INTERPRETATIONS

- 2.1 In this Agreement (save to the extent that the context otherwise so requires):
- i) Any reference to any act of Parliament whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye laws, permissions or directions issued under it.
 - ii) Reference to any agreement, contract, deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, supplemented or notated.
 - iii) An obligation of the Developer in this Agreement to do something shall include an obligation to procure the same and/or to get it done and obligation on its part not to do something shall include an obligation not to permit, or allow the same to be done.
 - iv) Words denoting one gender shall include other genders as well.
 - v) Words denoting singular number shall include the plural and vice versa.



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
13 APR 2016

- vi) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force.
- viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- ix) The Schedules shall have effect and be construed as an integral part of this agreement.

ARTICLE III - COMMENCEMENT DATE AND DURATION

- 3.1 This Agreement shall be deemed to have commenced on and with effect from the date of this Agreement (the "**COMMENCEMENT DATE**")
- 3.2 This Agreement shall remain in full force and effect until such time the Housing Project on the Project Land is completed in all respects.

ARTICLE IV GRANT OF DEVELOPMENT RIGHT

- 4.1 In consideration of the covenants on the part of the Developer herein to be performed and observed and in further consideration of the Developer having agreed to undertake development of the Project Land, the First Party and the Second Party have jointly agreed to grant the exclusive right of development in respect of the said Project Land (and/or individually their respective properties being the Part One Property and the Part Two Property respectively) unto and in favour of the Developer herein to enable the Developer to undertake integrated development of the Project Land by constructing erecting and completing New Building and/or Buildings thereon in accordance with the plan to be



2

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
13 APR 2016

sanctioned by the authorities concerned and in this regard the Developer is hereby authorized and shall be entitled to:

- i) undertake the said project and construct, erect and complete the buildings (basement + Ground + upper floors as may be so sanctioned) comprising of several self-contained units apartments and car parking spaces to be held and / or enjoyed independently of each other. The owners being the First Party and the Second Party shall not cause any obstruction or interference to the Developer continuing with the construction, erection and completion of the said project as well as ensure that no one else claims any right title & interest through or on behalf of the owner or obstruct or create any problem or difficulty in such construction.
- ii) apply for and obtain all consents approvals and/or permissions as may be necessary and/or required for undertaking development of the Project Land.
- ii) take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the Project Land or any adjoining or neighboring Premises and which need to be diverted in course of the Development.
- iii) install all electricity, gas, water, telecommunications, and surface and foul water drainage to the Project Land and shall ensure that the same connects directly to the public mains in the locality.
- iv) serve such notices and enter into such agreements with statutory undertakings or other companies as may be necessary to install the services.
- v) give all necessary or usual notices under any statute affecting the demolition and clearance of the Project Land and the development, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the Project Land and pay all costs, fees and outgoings incidental to



ADDITIONAL REGISTRAR
OF ASSURANCES-V, KOLKATA
13 Aug 2016

or consequential on, any such notice and indemnify and keep indemnified the First Party and the Second Party from and against all costs charges claims actions suits and proceedings.

- vi) remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the Plan and has agreed to keep the First Party and the Second Party saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.
- vii) immediately upon the Developer obtaining the sanction plan for construction of New Building/Buildings on the project land, the Developer shall be entitled to take up the work of construction through its contractors. The Developer shall bear and pay all the Municipal taxes and other taxes related to the Project Land immediately from the date of receiving vacant possession of the Project Land till the completion of the New Building/Buildings. The Developer shall indemnify and keep indemnified the First Party and the Second Party from and against non- payment thereof.
- viii) comply and/or procure compliance with, all conditions attaching to the building permission and any other permissions which may be granted during the course of development.
- ix) comply or procure compliance with, all statutes and any enforceable codes of practice of the Municipal Corporation other authorities effecting the Project Land or the development.
- x) take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the Project Land.



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
13 APR 2016

- xij) incur all costs charges and expenses for the purpose of constructing erecting and completing the said New Building -and/or Buildings in accordance with the Plan.
- xii) make proper provision for security of the Project Land during the course of development.
- xiii) not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said Project Land or any part or portion thereof.
- xiv) not expose the First Party and the Second Party to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as may be necessary and/or required for the purpose of construction erection and completion of the said New Building and/or Buildings and/or the Housing Project.
- xv) to remain solely liable and/or responsible for all acts deeds matters and things for undertaking construction of the Project Land and/or for construction of the New Building and/or Buildings in accordance with the Plan and to pay perform and observe all the terms conditions covenants and obligations on the part of the Developer to be paid performed and observed.
- xvi) The Developer shall be entitled to obtain bank finance and/or banking facilities from any bank and/or financial institutions in its own name for the purpose of undertaking the Housing Project by creating the charge/ mortgage of the said property and/or in the manner as mentioned in Article XXII herein below, and both the First Party and the Second party agree and undertake to sign and execute all deeds, documents and instruments as may be necessary and/or required excepting that the First Party and the Second party shall in no way be responsible and/or liable for repayment of the said loan amount or interest accrued due thereon and the Developer has agreed to indemnify and keep the First Party and



ADDITIONAL REGISTRAR
OF ASSURANCES IV, KOLKATA
13 APR 2016

the Second Party indemnified from and against all costs charges claims actions suits and proceedings arising there from.

ARTICLE V - TOTAL DEVELOPMENT COSTS

5.1 The Developer shall incur all development costs including all costs, fees and expenses wholly and exclusively expended or incurred by the Developer, including, without limitation, the items listed below:

- i) The proper costs of obtaining planning permissions in respect of the development (including fees of the architects surveyors or consultants relating thereto) together with planning and building regulation fees, fees payable to statutory authorities and other fees necessary to secure all required consents and any costs in entering into and complying with any agreement or any legislature of similar nature.
- ii) The proper costs of investigations, surveys, and tests in respect of soil, drains, structures and rights of light.
- iii) The proper costs to be incurred and/or payable to architects, surveyors, engineers, quantity surveyors or others engaged in respect of the development.
- iv) All rates, water rates, or any other outgoings or impositions lawfully assessed in respect of the Project Land or on the First Party and/or the Second Party in respect of the development of the project land and all costs of maintaining and repairing the development in so far as in all such cases the responsibility therefor is not assumed by or recoverable from any third party.
- v) All other sums properly expended or incurred by the Developer in relation to carrying out the completion of the development of the Housing Project on the Project Land.



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
13 APRIL 2016

- vi) All proper costs and interests and other finance costs payable by the Developer for undertaking development of Housing Project on the Project Land.

ARTICLE VI - APPROVED PLANNING

6. Immediately after execution of this Agreement or so soon thereafter the Developer shall be entitled to and is hereby authorized
- i) to have the Project Land surveyed.
 - ii) to cause the soil to be tested.
 - iii) to cause at its own cost a map or plan to be prepared for being submitted to the authorities concerned in the name of the First Party and the Second Party.
 - iv) to apply and obtain all necessary approvals consents and/or sanctions as may be necessary and/or required for the purpose of undertaking construction of building/ buildings meant for residential purposes and/or commercial purposes and the First Party and the Second Party hereby agree and undertake to sign and execute such plan and/or such other applications and/or papers as may be necessary and/or required for the purpose of obtaining sanction of the said Plan and in addition the First Party and the Second Party shall under this agreement grant a General Power of Attorney in favour of the Developer.
 - v) to cause the said plan to be sanctioned by the authorities concerned and to incur all costs charges and expenses for preparation and sanction of the said Plan.
 - vi) to get the sanctioned plan revised and/or modified as and when required by the Developer and/or as may be so advised by the Architect to alter and/or modify the said plan for the purpose of maximizing returns by sale of the various flats/units/ apartments constructed spaces and right to use car parking and other spaces to form part of the said New building/Buildings.



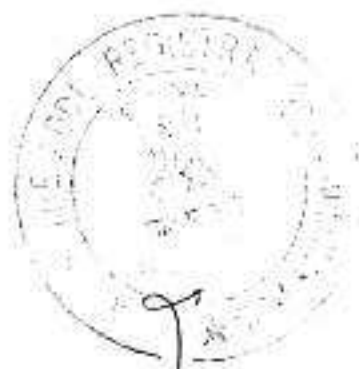
ADDITIONAL REGISTRAR
OF ASSURANCES IV, KOLKATA
13 APR 2010

ARTICLE VII - AUTHORISED REPRESENTATIVE

7. For the purpose of effective implementation of this agreement, the First Party shall be represented by Tarun Kumar Roy and Dilip Kumar Roy, the Second party shall be represented respectively by their Directors/Partners as may be so authorized and the Developer shall be represented by **Sri Mahesh Pansari** and/or **Sri Sanjeev Agarwal** (the **"AUTHORISED REPRESENTATIVES"**) and any act deed or thing done by such Authorised Representatives shall be final and binding on the parties to whom such authorized representative belongs.

ARTICLE VIII - DELIVERY OF SITE

- 8.1 At or before entering into this agreement, the First Party and the Second Party has assured the Developer that the complete vacant possession of the Project Land shall be delivered to the Developer on obtaining sanction plan of the New Building/Buildings.
- 8.2 Immediately after the Developer is put in possession of the Project Land, the Developer shall be entitled to undertake all preliminary work for undertaking construction of the Housing Project in terms of this Agreement (the **"START DATE"**).
- 8.3 The legal possession of the Project Land is and shall continue to be exclusively with the First Party and Second Party respectively until construction of the New Buildings or until such earlier time as the parties may mutually agree and thereafter the Parties hereto shall be in joint possession of New Buildings with right to the Developer to deliver possession of the Transferable Areas (except Separately Allocable Areas of the First Party and Second Party) directly to the Transferees thereof on compliance of all its obligations by the Developer under this Agreement. It is however clarified that the legal ownership, domain and control on the Project Land shall continue to vest in the First Party and Second Party respectively till such time the proportionate right attributable to the concerned Transferable Area therein is transferred to the Transferees in the Project under this agreement on receipt of their respective allocation and the Developer shall develop and



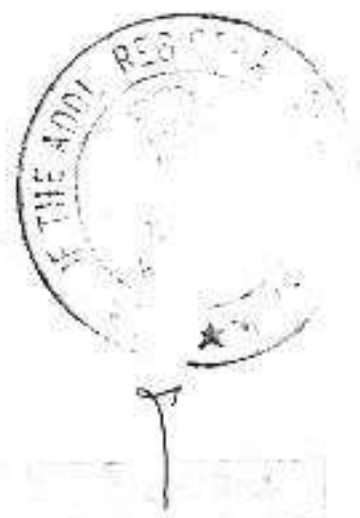
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construct New Buildings in his own right as Developer under this Agreement for transfer to the Transferees on receipt of Developer's allocation.

ARTICLE IX - DEVELOPMENT

9.1 For the purpose of development of the Housing Project, the Developer has agreed:

- i) to appoint its own Professional Team for undertaking development of the Project Land.
- ii) to take all necessary action to enforce the due, proper and prompt performance and discharge by the other parties of their respective obligations under the building contract, any sub contracts or agreements in course of the Development and the appointment of the members of its Professional Team and to diligently observe and perform its obligations under the same.
- iii) to use and/or to continue to use all reasonable skill and care in relation to the development, to the co-ordination of management and supervision of the Building Contractor and the Professional Team, to selection and preparation of all necessary performance specifications and requirements and to design of the Development for the purposes for which the same is to be used or specific.
- iv) to get the approved plans prepared by competent and professionally qualified persons so as to provide for a building/buildings free from any design defect and fit for the purpose for which it is to be used and to ensure that the property is fit for carrying out of the development.
- v) to commence and proceed diligently to execute and complete the development:
 - a) in a good and workman like manner with good quality of materials of several kinds free from any latent or inherent defect (whether of design, workmanship or materials)



13 APR 2016

- b) in accordance with the Approved Plans and all planning permissions which may be granted for the development, the consents, any relevant statutory requirements and building regulations, the requirements of any statutory or other competent authority and the provisions of this agreement.
- vi) to use its best endeavors to cause the Development to be executed in accordance with the provisions of this Agreement.

ARTICLE X - CONSTRUCTION AND COMPLETION

- 10.1 Even though this Agreement has commenced from the Commencement Date as hereinabove defined, the work of construction will commence only after the sanction of plan of the New Building/Buildings on the Project Land and unless prevented by circumstances beyond the control of the Developer and/or circumstances amounting to force majeure as hereinafter appearing, the New Building and/or Buildings shall be constructed erected and completed within a period of 4 (four) years (with a grace period of 6 (Six) months) from the date of sanction of the Plan and receipt of all the permissions or the Start Date whichever event shall happen later (the "**COMPLETION DATE**")
- 10.2 In addition to the above, the Developer shall not be treated to be in breach of the performance of obligations if the Developer is prevented from proceeding with the work of construction by the circumstances beyond its control and/or by any circumstances amounting to Force Majeure as hereinafter stated.
- 10.3 The Developer has been authorized in the name of the First Party and the Second Party in so far as is necessary to apply for and obtain building materials for the construction of the New Building /Buildings and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, and/or gas to the New Building/Buildings and other inputs and facilities required for the construction or for better use and enjoyment of the New Building/Buildings for which purpose the First Party and the



13 APR 2016

Second Party shall under this agreement grant in favour of the Developer a General Power of Attorney and other authorities as are needed and/or required by the Developer.

- 10.4 The Developer shall, at its own costs and expenses and without creating any financial and other liability on the First Party and the Second Party construct and complete the New Building/Buildings and various units and/or apartments therein in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the Developer.
- 10.5 All costs charges and expenses including taxes and Architect's fees, marketing cost and all other costs relating to the construction and completion of the Project accruing due after the execution of this Agreement shall be paid borne and discharged by the Developer and the First Party and the Second Party shall bear no responsibility in this context.
- 10.6 The Developer hereby undertakes to keep the First Party and the Second Party indemnified against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the New Building and/or Buildings.
- 10.7 The Developer hereby undertakes to keep the First Party and the Second Party indemnified against all actions suits costs proceedings and claims that may arise out of the Developer's action with regard to the Project Land and/or in the matter of construction of the New Building / Buildings and/or for any defect therein.
- 10.8 If any accident or mishap takes place during construction until completion of the New Building/Buildings whether due to negligence or otherwise of the Developer, the Architect or their labourers or contractors, the same shall be on account of the Developer and the First Party and the Second Party shall be fully absolved of any liability or claims thereof or there from.



9
ADDITIONAL REGISTRAR
OF ASSURANCE, KOLKATA
13.11.2016

ARTICLE XI - DEPOSIT AMOUNT

11.1 For due performance of its obligations the Developer has agreed to keep in deposit with the First Party a sum of Rs. 20,00,000/- (Rupees Twenty Lacs only) (the "**FIRST PARTY'S DEPOSIT**") i.e. Rs. 10,00,000/- with each of the First Party. The Developer has also agreed to keep in deposit with the Second party a sum of Rs. 20,00,000/- (Rupees Twenty Lacs only) (the "**SECOND PARTY'S DEPOSIT**") i.e. Rs. 5,00,000/- with each of the Second Party which amount has already been paid by the Third Party on or before the execution hereof.

11.2 The First Party's Deposit as also the Second Party's Deposit shall be held respectively by the First Party and the Second Party as interest free deposit and shall become refundable by the First Party and the Second Party respectively free of any interest to the Developer from out of the sale proceeds of the First Party's Allocation and the Second Party's Allocation respectively in terms of this agreement upon completion of the Project or earlier, in case the amount realizable from the Intending Purchasers of the units in the Project upon handing over of the possession of such units (allocable to the First Party and the Second Party) is not sufficient to cover up the repayment of the said Security Deposit.

ARTICLE XII - REVENUE ALLOCATION

12.1 It is hereby agreed and declared by and between the Parties hereto that in consideration of the Developer having agreed to undertake integrated development of the Part One Property and the Part Two Property of Second Schedule respectively, the First Party and the Second Party shall be entitled respectively to ALL THAT the Revenue share as mentioned in the table below.

| | Total Land (Kottah) | % of respective Land on total Land | Agreed Revenue Sharing ratio | Proportionate Revenue Sharing attributable for entire Property | |
|--------------------------|---------------------|------------------------------------|------------------------------|--|------------------------|
| | | | | Owner's Allocation | Developer's Allocation |
| First Party's Allocation | 57.502 | 65.72% | 45.00% | 29.57% | 36.14% |



9

ADDITIONAL REGISTRAR
OF ASSURANCES-VI, KOLKATA
13 APR 2016

| | | | | | |
|---------------------------|---------------|----------------|--------|---------------|---------------|
| Second Party's Allocation | 30.000 | 34.28% | 30.00% | 10.29% | 24.00% |
| Total | 87.502 | 100.00% | | 39.86% | 60.14% |

12.2 Realisations from the Housing Project and all Transferable Areas therein shall be shared in the Agreed Ratio by the Owner and the Developer and any Transfer in respect thereof shall be governed by the provisions contained in Article XVI hereto. It is however clarified that the Transfer of the proportionate share in land shall be completed upon construction of the Transferable Areas or at such other time as the Parties hereto may by mutual consent agree and the consideration for the same and any other right, title or interest thereunder transferred by the Owners shall be the Realizations forming part of the Owner's Allocation.

12.3 The Separately Allocable Areas, if allocated, shall be held by the respective allottees thereof and any Transfer in respect thereof shall be governed by the provisions contained in Article XVI hereto.

ARTICLE XIII - DOCUMENTATION - EXTRA CHARGES

13.1 The Developer shall be responsible for preparation of the various deeds documents and instruments including the Sale Agreements as well as the Deeds of Conveyances in respect of the various flats / units / apartments / constructed space and car parking and other spaces forming part of the development and the First Party and the Second Party agree to accept the same post verification.

13.2 The Developer, in addition to receiving the proportionate revenue attributable to Developer's allocation in respect of the various flats/ units / apartments/ constructed spaces and car parking and other spaces be also solely entitled to receive, realize and collect the following various extra charges, deposits etc., in respect of the Housing Project and the same shall be entirely to the account of the Developer: -

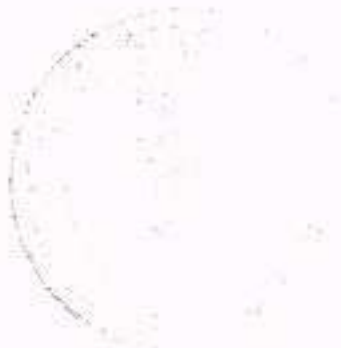
- Transformer & Electricity connection charges of the Project Land
- DG Charges

ADDITIONAL REGISTRAR
OF ASSURANCES-VI, KOLKATA
13 APR 2010

- Gas Bank Charges
 - Legal fees and charges
 - Charges for Formation of Association/Company
 - Guarding charges receivable after issue of Notice of Possession or Registration of Deed, whichever is earlier.
 - Air Conditioning facilities, if any
 - Any other extra facility/reimbursable expenses provided on mutual discussions, to the flat/unit owners of which reimbursement is required.
- 13.3 All legal fees and other incidental expenses which have to be incurred in connection with this agreement including causing this agreement to be registered, if required, shall be borne, paid and discharged by the Developer only.

ARTICLE XIV - MAINTENANCE OF THE COMMON PARTS AND PORTIONS FORMING PART OF THE SAID PROJECT

- 14.1 The Developer shall be entitled to frame necessary rules and regulations (after notifying the same to the First Party) for the purpose of regulating the user of the various units of the Housing Project and each of the persons intending to and/or acquiring a unit/ space in the Housing Project shall be liable and be made agreeable to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on account of the maintenance charges.
- 14.2 After completion of the Housing Project or so soon thereafter the Developer shall cause a Society/Syndicate/Association/ Company to be formed under the applicable law(s) for the purpose of "taking over of the management and maintenance of the common parts and portions and also for the purpose of rendition of the common services and fix maintenance charges for the same" and each of the persons acquiring a unit/ space in the New Building and/or the Housing Project shall be bound to become a member of such Society/Syndicate/Association/ Company .



2

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
13 Apr 2016

- 14.3 In the event of the control of the common parts and portions and the obligation of rendition of common services being entrusted by the Developer to any Facility Management Company (hereinafter referred to as **MANAGEMENT COMPANY**) each of the persons acquiring a unit/ space in the New Building and/or the housing Project shall be liable and agrees to make payment of the proportionate share of the maintenance charges to such Management Company without raising any objection whatsoever or howsoever

ARTICLE XV- FORCE MAJEURE

- 15.1 The Developer shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Developer to be performed and observed if it is prevented by any of the conditions herein below:
- i) Fire
 - ii) Natural calamity
 - iii) Tempest
 - iv) Earthquake, Floods, riots
 - v) Local problems and/or local disturbances and/or Civil disobedience
 - vi) Any prohibitory order from any court, Judicial or Quasi Judicial authorities, Local Municipality, statutory bodies or departments, Municipalities, Governments and other authorities.
 - vii) Acts of Gods.
 - viii) Delay in grant of Electricity, Water, Sewage or Drainage Connection or any other permission or sanctions as are necessary for completion of the project.
 - ix) Any In-action and / or non-action on the part of any Statutory and/or quasi-judicial authority.
 - x) Any other miscellaneous and unavoidable circumstances beyond control of the Developer

ARTICLE XVI- MANNER OF TRANSFER



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
13 APR 2016

- 16.1 So far as the determination of the sale price of the Units in the Project from time to time, it is agreed by and between the Parties hereto that such sale prices shall be agreed upon mutual discussions from time to time, taking into consideration the prevailing prices of similar constructions within the vicinity of the Project and also other relevant factors. It is further agreed in this regard that in case of dis-agreement between the parties hereto on the sale price of the units within the Project, the matter will be referred to one or more prominent mutually agreed Brokers/ Real Estate Consultants for the prevalent indicative sale price and the recommendation of such mutually agreed Brokers/ Real Estate Consultants will be accepted by all the parties. The Cost of obtaining such opinion on the sale price shall be shared by all the parties hereto in their respective ratio as stated in the table given above. 12.1
- 16.2 The Realisations (including booking amounts, earnest moneys, part payments, consideration) shall be deposited in a separate account to be opened and maintained with any Scheduled Bank. A periodical statement (preferable on fortnightly basis) shall be sent by the Developer to all the other parties giving relevant details of collections made and their respective shares of such collections, after making deductions / adjustments, if any, in terms of this Agreement. The Developer shall also cause the payments to be made accordingly to respective Bank Accounts of the parties.
- 16.2.1 All Transferees will be required to be notified about mentioning of the name of such separate Account in the cheques and other instruments for making payments of the Realization relating to the Housing Project and all booking forms and agreements shall specify the requirement for payment by the Transferees in the name of the said Account.
- 16.3 The Developer shall discharge statutory compliances in respect of Service Tax collections or payments and any other statutory compliance in respect of Transfer of any Transferable Areas and the First Party and Second Party shall co-operate and assist the Developer in all manner in respect thereof. The Developer may obtain necessary registrations and licenses and raise invoices and issue receipts and acknowledgments in respect thereof. Any such tax on Transferable Areas allotted to the First Party and the Second Party shall



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

13 APR 2019

be paid by the First Party and the Second Party respectively. It is also clarified that the tax required to be deducted u/s 194-IA of the Income Tax Act, 1961 by the Transferees on transfer of immovable property shall be so deducted from the Parties hereto in the Agreed Ratio and the Transferees will be required to be notified for the same.

- 16.4 The Developer shall be and is hereby authorized to issue receipts on behalf of the Parties hereto for the amounts so received which shall fully bind the First Party, the Second Party and the Developer.
- 16.5 The First Party and the Second Party shall not be liable to make any contribution on account of Extras and Deposits in respect of the Transferable Areas that are agreed to be sold/transferred in as much as the same would be collected from the Transferees thereof. The Owner shall however pay the Extras and Deposits in respect of unsold and/or separate areas identified to form part of the allocation of the Owner and payment for the same shall be made at the same rates as the Transferees have paid the same.
- 16.6 The Developer shall be entitled to advertise for Transfer of the Units, Parking Spaces and other saleable spaces/constructed areas in the Housing Project in all media and to negotiate and settle the price and other terms of transfer with intending Transferees. The branding in respect of the Complex shall be done by the Developer using its own name and brand and those of the marketing agents and other connected persons.
- 16.7 The Parties hereto shall jointly select, appoint or discontinue the Marketing Agents, brokers, sub-brokers and other agents for Transfer of the Transferable Areas at such charges and terms and conditions as they may deem fit and proper.
- 16.8 The Developer shall accept bookings and make allotments, in respect of any Unit, Parking Space or other Transferable Areas in favour of any Transferees and to cancel revoke or withdraw the same if the situation so warrants according to the Developer at the agreed rates and prices.



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
13 APR 2010

16.9 Except those in respect of the Separately Allocable Areas, the agreements and final Transfer deeds or deeds and other documents of transfer relating to Transfer of the Units, Parking Spaces and other Transferable Areas shall be executed by the respective authorized signatories/Power of Attorney Holders of the parties hereto.

16.10 Without affecting the obligation of the Owner to execute and/or register the agreement, final transfer deeds or other documents of transfer as hereinabove stated or absolving the Owner in any manner therefrom, the Owner shall by a power of attorney executed and registered by the Owner simultaneously with the execution hereof authorize the Developer to sign, execute and/ the agreements for sale, sale deeds, agreements or deeds of Transfer and all other deeds, instruments and writings and with other connected powers and authorities on behalf of the Owner in respect of Transferable Areas or any part thereof. The authority under the powers of attorney shall be exercised subject to the following:-

16.10.1 While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owner in terms hereof, the Developer shall ensure that the attorney so appointed shall not do any such act, deed, matter or thing which would in any way infringe on the rights of the Owner and/or go against the spirit of this agreement and if the attorney does so whereby the Owner suffers / incurs any loss damage cost demand claim or proceeding, the Developer shall indemnify and keep the Owner fully saved harmless and indemnified in respect thereof.

16.10.2 In particular, the attorney shall not exercise the powers to execute the agreement or deed of transfer contrary to the provisions contained herein.

16.10.3 The granting of powers of attorney shall not absolve the obligation of the Owner in respect of matters contained in the powers of attorney or exercise of the same.

16.11 All costs and expenses of marketing and publicity, brokerage, commission and like other amounts relating to Transfer shall be payable by the Owners and the Developer and the share of the Owners shall be a sum equivalent to a fixed 4% of the ratio of the Owners in



13 Apr 2010

the Realizations and the share of the Developer shall be the entire remaining amounts. Any brokerage or commission for Separately Allocable Areas shall be paid by the parties respectively.

16.12 Upon expiry of 3 (three) months from the date of completion of construction or at such other time as be mutually agreed between the parties hereto in writing, the parties shall by mutual consent divide and allocate separate areas in the Housing Project on the following terms and conditions:-

16.12.1 The Owners and the Developer would be allocated and be entitled to identified units or portions of the Transferable Areas remaining unsold (referred to as Separately Allocable Areas) as per the Agreed Ratio.

16.12.2 The location of the respective identified areas of the parties shall be identified on pari passu basis and the areas so identified for the Owners shall belong to the Owners jointly together with the appurtenant share in the land and the respective Common Areas and Installations and the areas so identified for the Developer shall belong to the Developer together with the appurtenant share in the land comprised in the Project Land and the respective Common Areas and Installations. The Owners shall convey the undivided land share appurtenant to the identified areas of the Developer's Allocation to the Developer and/or its nominee or nominees at any time and from time to time and in exchange the Developer shall convey the constructed areas forming part of the Owner's Allocation to the Owners and/or its nominee or nominees at any time and from time to time.

16.12.3 In case, while demarcating and identifying the respective allocations of the parties as aforesaid, it is found that the areas in any of the Transferable Areas cannot be allocated exactly, then the party receiving less area shall be paid by the party receiving more area a mutually agreed monetary compensation therefor based on valuation thereof.



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13 APR 2010

16.12.4 The Owners and the Developer shall be entitled to deal with and dispose of their respective separately identified allocation to such persons and at such price/consideration as they may respectively deem fit and proper

ARTICLE XVII- FIRST PARTY'S AND THE SECOND PARTY'S OBLIGATIONS

17.1 The First Party and the Second Party has agreed:

- i) To co-operate with the Developer in all respects for development of the Project Land in terms of this agreement.
- ii) To execute all deeds documents and instruments as may be necessary and/or required from time to time.
- iii) For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the New Building and/or Buildings in accordance with the Plan
- iv) For the purpose aforesaid as also for other related and incidental purposes the First Party and the Second Party shall grant a general power of attorney in favour of the Developer to enable the Developer to do such acts deeds and things which are necessary and/or required towards construction work and/or for implementation and/or for giving effect to this Agreement.

ARTICLE XVIII- DEVELOPER'S INDEMNITY

18.1. The Developer hereby undertakes to keep the First Party and Second Party indemnified against the third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the New Building/Buildings.

18.2. The Developer hereby undertakes to keep the First Party and the Second Party indemnified against all actions suits costs proceedings and claims that may arise out of



REGIONAL REGISTRAR
OF AGENCIES, KARNATAKA
13 APR 2010

the Developer's action with regard to the development of the project land and/or in the matter of construction of the New Building/Buildings and/or for any defect therein.

- 18.3 If any accident or mishap takes place during construction until completion of the New Building/Buildings whether due to negligence or otherwise of any act of the Developer, the Architect or their labourers or contractors, the same shall be on account of the Developer and the First Party and the Second Party shall be fully absolved of any liability or claim thereof or there from.
- 18.4 The Developer hereby undertakes that without prior written permission of the First Party and the Second Party, the Developer shall not assign and/ or transfer this Development Agreement to any one whomsoever.

ARTICLE XIX - POWERS OF ATTORNEY

- 19.1 The Owners shall simultaneously with the execution of these presents execute and/or register Powers of Attorney in favour of the Developer and/or the Developer's nominated persons namely Mahesh Pansari and Sanjeev Agarwal or such other person as may be nominated from time to time granting all necessary powers and authorities to effectuate and implement this agreement (including for preparation and sanction of Building Plans, construction and development of the Subject Property, and Transfer of the Transferable Areas as per the procedure laid down herein save those forming part of the Owner's Separately Allocable Areas) and also otherwise under this agreement and agree not to revoke or cancel the same during the subsistence of this Agreement.
- 19.2 If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned herein, the Owners shall grant the same to the Developer and/or its nominees at the latter's costs and expenses and agree not to revoke the same also during the subsistence of this Agreement.
- 19.3 It is understood that to facilitate the Project, various acts deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer



7
ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
13 APR 2016

may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.

- 19.4 The said power or powers of attorney to be so granted by the Owners to the Developer and/or its nominee/s shall form a part of this agreement and the Owners shall not be entitled to revoke, modify or alter the same without the prior written consent of the Developer.
- 19.5 The attorneys appointed by the said powers of attorney shall not be entitled to exercise the powers contrary to the terms and conditions contained herein.

ARTICLE XX- BREACHES

In the event of any breach on the part of any of the Parties hereto in relation to this Agreement, the disputes and differences shall be referred to Arbitration under the Arbitration and Conciliation Act 1996, as hereinafter appearing and none of the Parties shall be entitled to initiate any proceedings against the other without referring all such disputes and differences to arbitration and the First Party and the Second Party hereby undertake not to do any act deed or thing which may hinder and/or bring to a standstill the work of development on the Project Land.

ARTICLE XXI MISCELLANEOUS

- 23.1 BORROWING:** The Developer shall be entitled to obtain bank finance and/or banking facilities from any bank and/or financial institutions in its own name for the purpose of undertaking the Housing Project by creating the charge/ mortgage of the said property however without creating any financial obligation upon the First party and the Second Party and without creating any charge or lien on the Allocation/realizations attributable to



ADDITIONAL REGISTRAR
OF ASSURANCES-V, KOLKATA
13 APR 2016

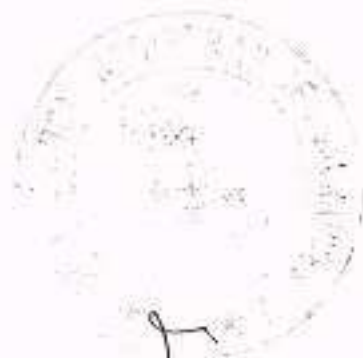
the First Party and Second Party. Similarly, Intending Purchasers shall be entitled to create charge or mortgage of their flats/ units for payment of the agreed consideration. The First Party and the Second Party hereby agree and undertake to sign and execute all deeds documents instruments and papers as may be necessary and/or required. **IT BEING EXPRESSLY AGREED AND DECLARED** that in no event the First Party and/or the Second Party shall assume any liability and/or responsibility in respect of such loans and/or finances availed by the Developer and the Developer has agreed to keep the First Party and the Second Party and/or their Officers and Directors and each one of them saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.

23.2 **RELATIONSHIP OF THE PARTIES -**

- (i) This Agreement does not create nor shall it in any circumstances be taken as having created a partnership between the Parties.
- (ii) All contracts and agreements entered into by the Developer pursuant to this Agreement (and/or by dint of the General power of attorney to be granted in terms of this Agreement) shall be contracts or agreements between the Developer as principal and the respective third parties and the First Party and the Second Party shall have no obligation or liability under them except to sign and execute such deeds documents and instruments for the purpose of conferring a legal title.

23.3 **NON WAIVER** - Any delay tolerated and/or indulgence shown by the Developer in enforcing the terms and conditions herein mentioned or any tolerance shown shall not be treated or constructed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of the Developer.

23.4 **ENTIRE AGREEMENT**- This agreement supersedes all documents and/or writings and/or understandings, brochures, correspondences exchanged between the parties hereto and the Parties agree not to rely on the same. Any addition alteration or amendment to any of the terms mentioned herein shall not be capable of being enforced by any of the parties unless the same is recorded in writing and signed by all the parties.



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
13 APR 2010

- 23.5 **NOTICES:** Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid first class post with recorded delivery, or by fax addressed to the intended recipient at its address set out in this agreement or to such other address as any party may from time to time duly notify to the others. Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served (if given or made by fax) on the next following business day and (if given by registered post with acknowledgement due) five days after posting and in proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax when such fax was duly dispatched to a current telefax number of the addressee.
- 23.6 No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.
- 23.7 Time shall be the essence as regards the provisions of this agreement, both as regards the time and period mentioned herein and as regards any time or period which may, by agreement between the parties be substituted for them.
- 23.8 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 23.9 Save as hereinbefore provided, termination of this agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.



9
ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
13 Apr 2019

- 23.10 The Agreement (together with schedules, if any) is the entire agreement between the parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.
- 23.11 This agreement shall be binding on the parties hereto and their respective successors and assigns.
- 23.12 In the event of any ambiguity or discrepancy between the provisions of this agreement and the articles of association of any of the parties then, it is intention of the parties that the provisions of this agreement shall prevail and accordingly the Parties shall exercise all voting rights and other rights and powers available to them so as to give effect to the provisions of this Agreement and shall further, if necessary, procure any required amendment to their Articles of Associations.
- 23.13 Each party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.
- 23.14 **TITLE DEEDS -**
- (i) The First Party and the Second Party shall make available to the Developer and/or its Advocates the originals of the title deeds for inspection by the Developer and/or its Advocates as the case may be and/or for the purpose of creating mortgage on the Project Land.
 - (ii) Until completion of the New Building and/or Buildings and/or during subsistence of this Agreement, the First Party and the Second Party agree not to part with possession of the said title deeds nor create any interest of any third party into or upon the Project land or any part or portion thereof except as mentioned herein.
- 23.15 The Project to be developed shall be known as "**Aangan**".



ADDITIONAL REGISTRAR
OF ASSURANCES - W. KOLKATA
7.3.42

ARTICLE XXII - ARBITRATION

24.1 The parties as far as possible shall try and resolve all disputes and differences which may arise amicably but in the event of such differences and/or disputes not capable of being amicably resolved, then and in that event the parties to the dispute have agreed to refer the same to arbitration whereby each party shall be entitled to appoint one Arbitrator and the said two Arbitrators shall be entitled to appoint the Third Arbitrator (Presiding Arbitrator) and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being in force. The venue of Arbitration shall be at Kolkata and medium of Arbitration shall be English.

24.2 The Arbitrators will have summary powers and will be entitled to set up their own procedure and the Arbitrators shall have power to give interim awards and/or directions.

24.3 It would not be obligatory on the part of the Arbitrators to give any speaking and/or reasoned award.

24.4 The parties agree and covenant with each other that they have full trust and faith in the Arbitration and agree to abide by all the awards and/or directions and not to challenge or dispute the same in any manner whatsoever or howsoever.

24.5 Courts at Kolkata alone shall have jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

(THE ENTIRE PROPERTY)

PART - I

- A) **ALL THAT** piece and parcel of the land measuring an area of 1.85 Acres but on physical measurement, an area of 5 (Five) Bighas, 2 (Two) Cottahs 8 Chittacks and 02 Sq. Ft., be the same a little more or less, together with two storied dilapidated building structure,



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
13 APR 2016

sheds, and outhouses standing thereon situate lying at and being Premises No. 14 Dum Dum Cossipore Road, P.S. Dum Dum, P.O. Dum Dum, Kolkata -700074, within the municipal limit of the South Dum Dum Municipality, and comprised of R.S. Dag nos. 248(P), 249, 250(P), and 801(P), corresponding to L.R. Dag Nos. 257, 258, 600, 604 & 608 under R.S. Khatian Nos. 4, 217, and 634, corresponding to L.R. Khatian Nos. 7119, 7120, 7121, 7122, 7123 & 7124 of Mouza Satgachi, J.L. No. 20, Touzi No. 3083, District- 24 Parganas (North), Old Holding No. -23, New Holding No. 109, under Sub -- Registration Office Cossipore Dum Dum, North 24 Parganas, the location whereof is shown and delineated in the map or plan annexed hereto and bordered in **BLUE** thereon and butted and bounded by:

ON THE NORTH: BY DUM DUM COSSIPORE ROAD.

ON THE SOUTH: BY 22, 17/3, 39/1, 43/1, 43/2, 44/1, AND 44 A.M. BOSE ROAD.

ON THE EAST: BY PREMISES NO. 14B DUM DUM ROAD.

ON THE WEST: BY 14/4, 14/6, 14/7 AND 14/9 DUM DUM COSSIPORE ROAD AND PARTLY BY COMMON PASSAGE.

PART II

ALL THAT piece and parcel of the land measuring an area of 15 cottahs out of 5 (Five) Bighas, 2 (Two) Cottahs 8 Chittacks and 2 Sq. Ft., be the same a little more or less, situated and/or lying at Premises No. 14 Dum Dum Cossipore Road, P.S. Dum Dum, P.O. Dum Dum, Kolkata -700074, District- 24 Parganas (North), Holding No. -23, within the Municipal Limit of the South Dum Dum Municipality, under sub -Registration Office Cossipore Dum Dum, North 24 Parganas as shown and delineated in the map or plan annexed hereto and bordered in **YELLOW** thereon.

THE SECOND SCHEDULE ABOVE REFERRED TO

[PART-I]

PART ONE PROPERTY



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
13 Apr 2016

ALL THAT piece and parcel of the land measuring an area of 30 cottahs out of 5 (Five) Bighas, 2 (Two) Cottahs 8 Chittacks and 2 Sq. Ft, be the same a little more or less, situated and/or lying at Premises No. 14 Dum Dum Cossipore Road, P.S. Dum Dum, P.O. Dum Dum, Kolkata -700074, within the municipal limit of the South Dum Dum Municipality, and comprised in R.S. Dag nos. 248(P) and 801(P), corresponding to L.R. Dag Nos. 257(P), 604(P), 608(P), R.S. Khatian Nos. 4, 217, and 634 L.R. Khatian Nos. 7119, 7120, 7121, 7122, of Mouza Satgachi, J.L. No. 20, Touzi No. 3083, Old Holding No. -23, New Holding No. 109, District- 24 Parganas (North), under Sub - Registration Office Cossipore Dum Dum, North 24 Parganas, as shown and delineated in the map or plan annexed hereto and bordered in **GREEN** thereon.

PART II

(PART TWO PROPERTY)

ALL THAT piece and parcel of the land measuring an area of 57 Cottahs 8 Chittacks and 02 sq. ft. out of 5 (Five) Bighas, 2 (Two) Cottahs 8 Chittacks and 2 Sq. Ft. be the same a little more or less after physical measurement situated and/or lying at the Premises No. 14 Dum Dum Cossipore Road, P.S. Dum Dum, P.O. Dum Dum, Kolkata -700074, District- 24 Parganas (North), Old Holding No. -23, New Holding No. 109, comprised in R.S. Dag nos. 248(P), 249, 250(P) and 801(P), corresponding to L.R. Dag Nos. 257, 258, 600, 604 & 608 R.S. Khatian Nos. 4, 217, and 634, L.R. Khatian Nos. 7123, 7124 of Mouza Satgachi, J.L. No. 20, Touzi No. 3083 within the Municipal Limit of the South Dum Dum Municipality, under sub - Registration Office Cossipore Dum Dum, North 24 Parganas as shown and delineated in the map or plan annexed hereto and bordered in **RED** thereon.

Both the said land (Part I and part II) is situated as follows:-

| L. R. Dag No. | Khatian No. | Land |
|---------------|-------------|--------------------------------|
| 257 | 7119, 7120 | 18 Kottah 8 Chittack 2 Sq. ft. |
| 258 | 7121 | 18 Kottah |
| 600 | 7122 | 1 Kottah |
| 604 | 7123 | 8 Kottah |
| 608 | 7124 | 42 Kottah |

87 Kottah 8 Chittack 2 Sq. ft.



13 FEB 2010

PART III**THE THIRD SCHEDULE ABOVE REFERRED TO
(THE SPECIFICATIONS & AMENITIES)****SPECIFICATIONS**

Structure

- Earthquake resistant/RCC framed superstructure with piling foundation.
- AAC block/Fly ash brick/clay brick walls

Finishing

- Exterior finish with Weather shield paint
- Interior finish with POP
- Wall / Dado of toilet with ceramic tiles up to 6 feet

Doors & Windows

- Laminated main door (external side) to have wooden frame, night latch and magic eye
- Internal doors (including toilet doors) to have wooden frame, shutter-flush door with tower bolt
- Aluminum sliding/side hung windows with clear glass

Grill

- Available as per standard design as per requirement on additional charges.

Bedrooms & Living Room

- AC power Points in Two bedrooms
- Ceiling fan points in all bedrooms, living/dining room
- Television points in Living room and master bedroom
- Telephone Point in living area
- Vitrified tiles in Bedrooms, Living and dining

Lobby

- Vitrified tiles in Floor lobby, Entrance lobby
- Ceramic tiles (MT series) in stair case

Kitchen

- Black granite slab with stainless steel sink, ceramic tiles up to 2 feet above kitchen slab
- Exhaust fan outlets in kitchen
- Vitrified or ceramic tiles on kitchen floor

15



ADDITIONAL REPORTS
OF THE DEPARTMENT OF AGRICULTURE
13 APR 1976

Bathroom

- CP fitting of reputed make
- Sanitary ware of reputed make
- Geyser pipeline and power outlets in Bathrooms
- Exhaust fan outlets in Bathrooms
- Antiskid ceramic tiles in Bathroom floor

Electrical

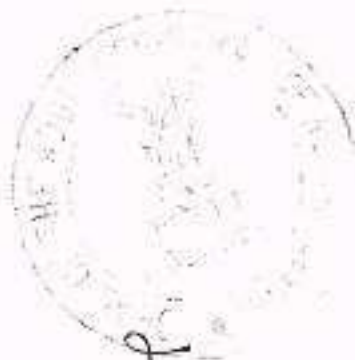
- Concealed copper wiring
- Semi modular switches

Lifts

- Fully automatic elevators of reputed make, including a long size lift for patient.

AMENITIES

- Swimming pool with deck & change room
- AC community hall with pantry
- Kids play area
- Indoor game room
- Gymnasium
- Open party lawn at second floor
- Natural pond
- Two automatic lifts
- one automatic patient lift
- Landscape podium
- Pond side yoga deck
- Driver's toilets
- Internal drive way
- Basement with ramp for parking
- Underground reservoir
- Landscaped garden at ground floor



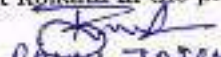
ADDITIONAL FEDERAL
OF ASSIGNMENTS - HOLMSEA
13 APR 1950

- Commercial plaza at ground floor

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 AND DELIVERED BY THE FIRST PARTY

at Kolkata in the presence of:


RAHUL JAINWAL
6/3/25A SEAP: GARDEN LANE, KOL-2
S. Srinivas
Sujit Srinivas
Crapalym, Kultala Bagan, Kol-143

SIGNED AND DELIVERED BY THE SECOND PARTY

at Kolkata in the presence of:


S. Srinivas

SIGNED AND DELIVERED BY THE THIRD PARTY

at Kolkata in the presence of:

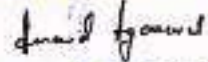

S. Srinivas


Drafted by me.

C.P. Kakarania
Advocate, High Court, Calcutta,
10, Old Post Office Street,
Kolkata - 700 001.
Enrolment No. WB/572/1987

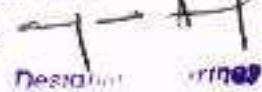


Sanjay Kumar Ray
Primarc Projects Pvt. Ltd.



Director/Authorised Signatory

with Bacon Engineering Co. LLP

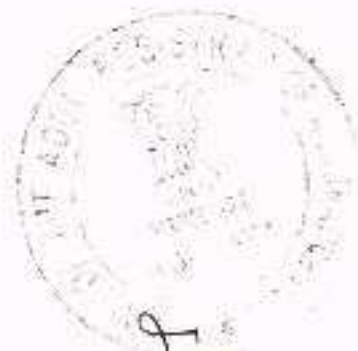

Designated Partner

GNB Logistics LLP


Designated Partner
PGE BUILDCON PVT. LTD.

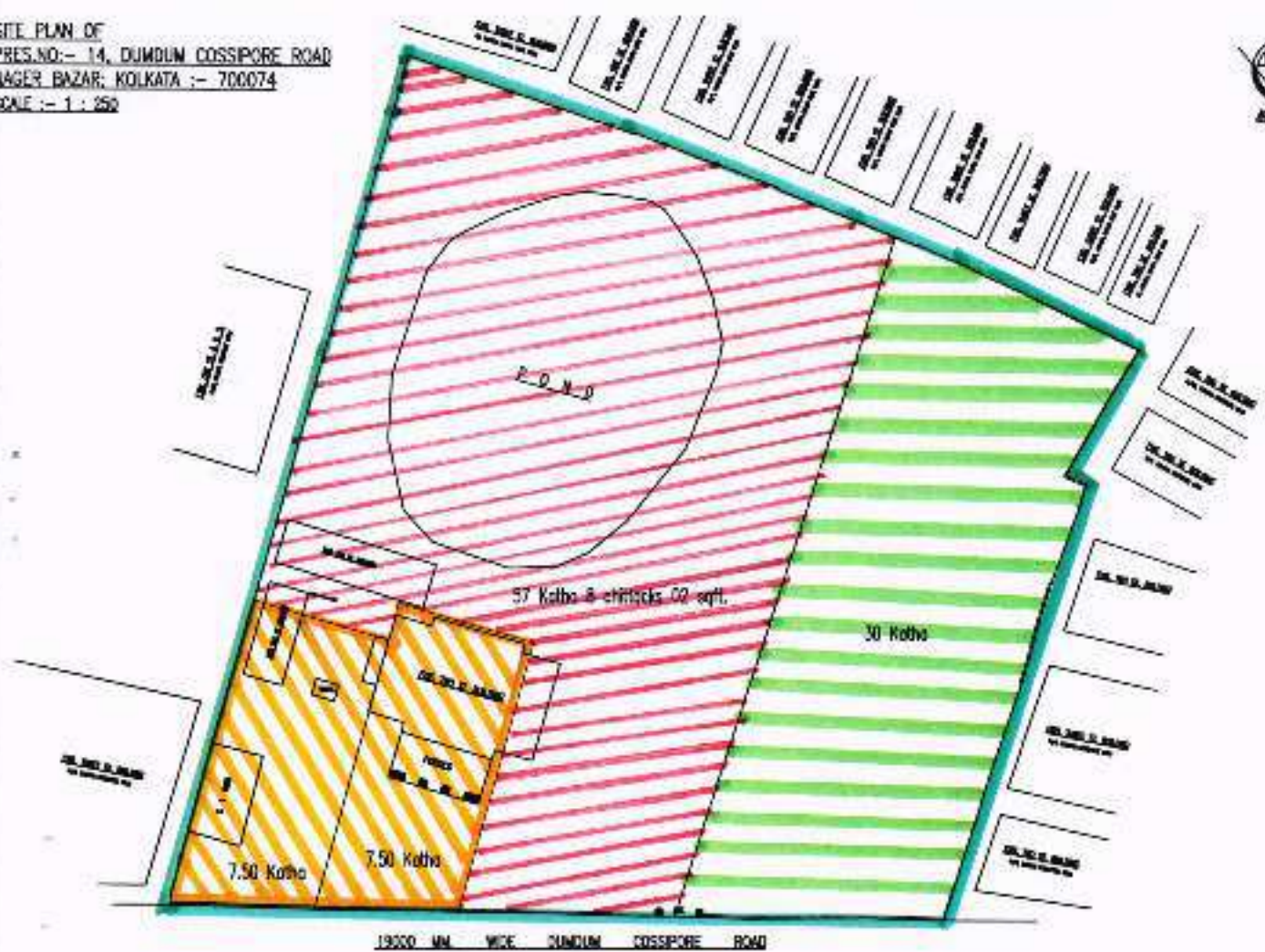

Authorised Signatory
PRIMARC SHRACHI PROJECTS LLP


Designated Partner



ADDITIONAL REGISTRAR
OF ASSURANCES IN KOLKATA
13 Apr 2010

SITE PLAN OF
 PRES.NO:- 14, DUMDUM COSSIPORE ROAD
 NAGER BAZAR, KOLKATA :- 700074
 SCALE :- 1 : 250



PGE BUILDCON PVT. LTD.

Hand signed
 Authorised Signatory

GNB Logistics LLP

Hand signed
 Designated Partner

Kolkata Becon Engineering Co. LLP
Hand signed
 Designated Partner

PRIMARC SHRACHI PROJECTS LLP

Hand signed
 Designated Partner

Primarc Projects Pvt. Ltd.

Hand signed
 Director/Authorised Signatory

Kuljeet Kumar Roy

Sanjiv Kumar Roy

FIRST PART

SECOND PART

THIRD PART



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
13 APR 2010

SPECIMEN FORM FOR TEN FINGERPRINTS



Abdullah Hussain Raza

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



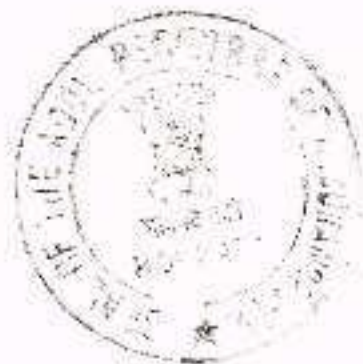
Imran Raza

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



Imran Raza

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



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
13. APR 2010

SPECIMEN FORM FOR TEN FINGERPRINTS



| | | | | | | |
|--------------------|------------|---------------|-------------|---------------|-------------|---------------|
| <i>David Agnew</i> | Left Hand | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb |
| | Right Hand | Thumb | Fore Finger | Middle Finger | Ring Finger | Little Finger |



| | | | | | | |
|---------------|------------|---------------|-------------|---------------|-------------|---------------|
| <i>Shivam</i> | Left Hand | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb |
| | Right Hand | Thumb | Fore Finger | Middle Finger | Ring Finger | Little Finger |



ADDITIONAL REGISTRAR
OF ASSURANCES - IV, KOLKATA
13 APR 2010

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DATED THIS DAY OF 2016
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BETWEEN

DILIP KUMAR ROY & OTHERS

.....OWNERS

AND

PRIMARC SHRACHI PROJECTS LLP.

.....DEVELOPER

JOINT DEVELOPMENT AGREEMENT

MR. C.P.KAKARANIA

Advocate,
10, Old Post Office Street,
Kolkata-700001.