

পশ্চিমবঙ্গা पश्चिम बंगाल WEST BENGAL

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DEVELOPMENT AGREEMENT

2. Nature of Document: Development Agreement

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Certified that this document is admitted to Registration. The signature sheekand too Endorsement shear attached to file document are part of this document.

> Additional Dist. Sub Registrar Sealdah

> > WAD ON 10

Name: -B. C. LAHIRI

Advocate

Address:-Alienre Judge's Court, Kol-27

Alipore Collectorate, 24 Pgs. (S)

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(SIDHARTU PANSART)



V.CT.I

PRIMARC PROJECTS WALTD

Director / Authorited Stimeboy



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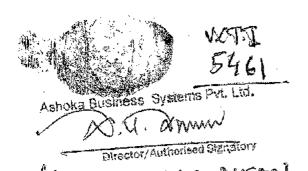
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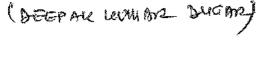
Identified by me: Ashore Musharie Son of Late Bilbuti Alusan Musharja 10, all Post office Street Kolkata-70002)

3. Parties:

3.1 Owners:

- 3.1.1 Ashoka Business Systems Private Limited, a company incorporated under the Companies Act, 1956 (CIN U30008WB1992PTC056992), having PAN AACCA1649Q, having its registered office at Dugar House, 9 Princep Street, Ground Floor, Post Office Bowbazar, Police Station Bowbazar, Kolkata 700072, represented by its Director Mr. Deepak Kumar Dugar (PAN:ADLPD5632M)S/O Ramlal Dugar, residing at 9, Princep Street Ground Floor, Post Office Bowbazar, Police Station Bowbazar, Kolkata 700072.
- 3.1.2 Skylark Niwas Private Limited, a company incorporated under the Companies Act, 1956 (CfN U45400WB2009FTC137254), having PAN AANCS5886N, having its registered office at 9A Raja Basanta Roy Road, Post Office Tollygunge, Police Station Tollygunge, Kolkata 700026, represented by its Director Mr. Sunil Kumar Manna (PAN: AQPPM4754J) S/O Late Keshab Chandra Manna, residing at 26A, H/9, Ram Kamal Street, Post Office-Kidderpore, Police Station-Wattgunge, Kolkata 700023.
- 3.1.3 Salasar Abasan Private Limited, a company incorporated under the Companies Act, 1956 (CIN U45400WB2010PTC155165), having PAN AAPCS0535A, having its registered office at 20, O.C. Ganguly Sarani Ground Floor, Post Office Laia Lajpat Rai Sarani, Police Station Bhawanipore, Kolkata 700 020, represented by its Director Mr. Hari Prasad Sharma (PAN: ALQPS4877E) S/O Late Sanwarmal Sharma, residing at Fort Lee 1, 20, Lee Road, Flat No. 501, Post Office Lala Lajpat Rai Sarani, Police Station-Bhawanipore, Kolkata 700020.
- 3.1.4 Shakespeare Promoters Private Limited (PAN AAECS0670F), a company within the meaning of the Companies Act 2013, having its registered office situated at No. 184, Harish Mukherjee Road, First Fleor, P.S. Kalighat, P.O. Kalighat, Kolkata 700026 and being represented through Director Mr. Rahul Nangalia (PAN ACXPN5609F) mobile no. 9830081999 son of Mr. Shyam Sundar Nangalia, residing at 32C New Road, P.O. & P.S. Alipore, Kolkata 700027
- 3.1.5 Rishabh Dev Builders Privace Limited (PAN AACCR1746B) a company within the meaning of the Companies Act 2013 having its registered office situated at No. 216, Mahatma Gandhi Road, P.S. Barabazar, P.O. Burabazar.







Skylark Niwas Pvt. Ltd.

Director/Authorised Signatory



V.CT.I

SHAUESPEAR PROMOTERS PYT. LTD.
RISHABH DEV BUILDERS PYT. LTD.
AAKOGTI VINIMOY PYT. LTD.
RISHIG VANUYA PYT. LTD.
RISHIG VANUYA PYT. LTD.
DEBRUP VANUYA PYT. LTD.
SUNCLUB VYAPAAR PYT. LTD.

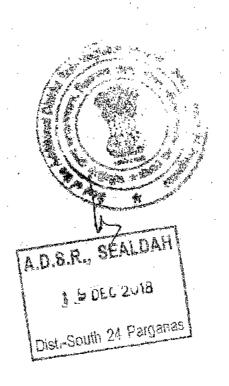
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- Kolkata 700007 and being represented through Director Mr. Rahul Nangalia (PAN ACXPN5609F) mobile no. 9830081999 son of Mr. Shyam Sundar Nangalia, residing at 32C New Road, P.O. & P.S. Alipore, Kolkata 700027;
- 3.1.6 Sun Club Vyapnar Private Limited (PAN AADCS6552M), a company within the meaning of the Companies Act 2013, having its registered office situated at No. 135, Foreshore Road, P.S. Shibpore, P.O. Shibpore, Howrah 711 102 and being represented through Director Mr. Rahul Nangalia (PAN ACXPN5609F) mobile no. 9830081999 son of Mr. Shyam Sundar Nangalia, residing at 32C New Road, P.O. & P.S. Alipore, Kolkata 700027,
- 3.1.7 Aakooti Vinimoy Private Limited (PAN AAFCA3251M), a company within the meaning of the Companies Act 2013, having its registered office situated at No. 135, Foreshore Road, P.S. Shibpore, P.O. Shibpore, Howrah 711 102 and being represented through Director Mr. Rahul Nangalia (PAN ACXPN5609F) mobile no. 9830081999 son of Mr. Shyam Sundar Nangalia, residing at 32C New Road, P.O. & P.S. Alipore, Kolkata 700027,
- 3.1.8 Style Tracom Private Limited (PAN AAJCS9470N), a company within the meaning of the Companies Act 2013, having its registered office situated at No. 135, Foreshore Road, P.S. Shibpore, P.O. Shibpore, Howrah 711 102 and being represented through Director Mr. Rahul Nangalia (PAN ACXPN5609F) mobile no. 9830081999 son of Mr. Shyam Sundar Nangalia, residing at 32C New Road, P.O. & P.S. Alipore, Kolkata 700027,
- 3.1.9 Rising Vanijya Private Limited (PAN AADCR3074M), a company within the meaning of the Companies Act 2013, having its registered office situated at No. 135, Foreshore Road, P.S. Shibpore, P.O. Shibpore, Howrah 711 102 and being represented through Director Mr. Rahul Nangalia (PAN ACXPN5609F) mobile no. 9830081999 son of Mr. Shyam Sundar Nangalia, residing at 32C New Road, P.O. & P.S. Alipore, Kolkata 700027.
- 3.1.10 Debrup Vanijya Private Limited (PAN AACCD3872G) a company within the meaning of the Companies Act 2013, having its registered office situated at No. 135, Foreshore Road, P.S. Shibpore, P.O. Shibpore, Howrah 711 102 and being represented through Director Mr. Rahul Nangalia (PAN ACXPN5609F) mobile no. 9830081999 son of Mr. Shyam Sundar Nangalia, residing at 32C New Road, P.O. & P.S. Alipore, Kolkata 700027,



Collectively referred to being the party of the 'First Part'.

- 3.2 Developer: Primarc Projects Private Limited, a company incorporated under the Companies Act, 1956 (CIN U74140WB2006PTC107474), having (PAN: AADCP8058P), having its registered office at 6A Elgin Road, Post Office Lala Lajpat Rai Sarani, Police Station Bhawanipore, Kolkata 700 020, represented by Mr. Sidharth Pansari (PAN NO. AFYPP8910K), Son of Sri Nand Kishore Pansari, residing at 7, Lovelock Street, P.O. and P.S. Ballygunge, Kolkata–700019, being the Party of the Second Part.
- 3.3 The terms "Owners" and "Developer" shall include each of their respective successors-ininterest, executors, legal representatives, nominees and assigns.
- 3.4 "Parties" shall mean collectively the Owners and the Developer and "Party" means either the Owners (collectively) or the Developer.
- Subject matter: ALL THAT piece and parcel of contiguous land measuring about 55 cottahs
 7.19 sq.ft, more or less, morefully described in Schedule A hereto (hereinafter referred to as the "Property").

5. Background:

- 5.1. The Owners hare the co-owners of 55 cottahs 7.19 sq.ft of land, being Property morefully described in Schedule A hereto. The devolution of title of the said Owners is morefully described in Schedule B hereto.
- 5.2. The Developer herein is in the business of real estate development and construction and has a considerable expertise in construction, marketing and selling of such real estate projects with adequate financial resources to undertake such developments.
- 5.3. The Owners approached the Developer for development of the Property and the Developer being agreeable to the Owners' proposal, agreed to develop a Project together with amenities and facilities for enjoyment of the Units and also sell the Units in the Project as per the scheme agreed by the parties.
- 5.4. The Owners herein have represented that the Property, which is free from encumbrances, is adjacent and contiguous.



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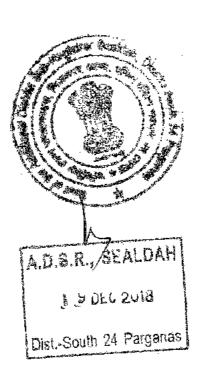
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- 5.5. Based on such representations, believing the same to be true and relying upon them, the Developer and the Owners have mutually agreed about the manner of development of the said Property by way of erection and construction thereon.
- 5.6. Now this agreement is being executed to effect the understanding between the parties and the scheme of joint development on the terms and conditions morefully described hereinafter.

6. NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

6.1 Agreement:

- 6.1.1 The Owners have entered upon this Agreement with the Developer for development and construction on the said Property by the Developer for the mutual benefit of the parties whereby and where under the Owners have agreed that the Developer shall develop the Said Property and the parties have agreed to transfer the same in the manner mentioned hereunder and to share the Revenue arising from transfer of the Units and to define and allocate between them unsold areas, it being clarified that the Owners shall receive their share of the Revenue as consideration for Transfer of proportionate shares in the land to the Transferees and the Developer shall receive their share of the Revenue as consideration against development and construction thereon.
- In consideration of the mutual promises and obligations of the parties contained herein, the Owners hereby agree to provide entirety of the Said Property and to allow the same to be henceforth used for the purpose of development of the same by the Developer and in consideration thereof, the Developer has agreed to develop the said Property by way of construction of Buildings together with appurtenant infrastructure, amenities and facilities for enjoyment of the Units. The Owners agree to grant, sell and transfer proportionate undivided shares in the land of the said property and their entire share, right, title and interest in the Buildings together with appurtenant infrastructure and all Transferable Areas therein to the Transferees and the Developer agrees to grant sell and transfer the construction thereon to such Transferees for mutual benefit and consideration and on the terms and conditions hereinafter contained.



- 6.1.3 It is 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 Revenue forming part of the Owner's Allocation.
- **6.2** Definitions: The terms hereunder shall, unless contrary to the context, mean and include the following:
 - 6.2.1 ADVOCATES shall mean M/s S. Jalan & Co or such advocate or firm of advocates, whom the Developer may appoint as the Advocates for the Project in consultation with the Owners;
 - 6.2.2 "Agreement" shall mean this Agreement along with all annexure and schedules attached hereto and all instruments supplemental to or in amendment or furtherance or confirmation of this Agreement, entered into in writing, in accordance with its terms contained herein;
 - 6.2.3 Applicable Laws" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;
 - 6.2.4 "Approvals" shall mean and include any approvals, authorizations, permissions, no objection certificates, clearances, permits, sanctions, licenses, etc., in any form, whatsoever, including all renewals, revalidations, rectifications, revisions thereof and irrespective of its nomenclature which may be required under any Applicable Law from any Government Authority for sanction of Plans, construction, development, ownership, management, operation, implementation and completion of the Project, including any Completion Certificate and any Occupancy Certificate;
 - 6.2.5 ARCHITECTS shall mean M/s Practise or such architect or firm of architects, whom the Developer may appoint as the Architects for the Project in consultation with the Owners:



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- 6.2.6 BUILDINGS shall mean the new building or buildings to be constructed on the Property by the Developer in pursuance hereof which shall be commercial in nature;
- 6.2.7 BUILT-UP AREA shall mean the area measured at floor level of any Unit, servant's quarters, taking the external dimensions of the peripheral walls of the Unit and any balconies/verandahs/projections thereto as certified by the Architect to the project.
- 6.2.8 CARPET AREA means the net usable floor area of a unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit.
 - Explanation: For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of a Unit, meant for the exclusive use of the allottee, and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of the Unit, meant for the exclusive use of the allottee;
- 6.2.9 CAR PARKING ALLOTMENT REVENUE shall mean and include the price received against allotment of Primary car parking and two wheeler parking areas excluding applicable taxes;
- **6.2.10** COMMON AREAS shall mean all the common areas and facilities of the Property/Project after its completion;
- 6.2.11 "Completion" in respect of the Project shall mean the completion of the Development of the Project as evidenced by the completion/ occupancy certificate issued by the appropriate statutory authority;
- **6.2.12 DESIGNATED ACCOUNT** shall mean the specified bank account to be opened and operated in accordance with the terms hereunder;
- 6.2.13 DEVELOPER'S ALLOCATION shall mean 42% of the Distributable Revenue pertaining to Units and 58% of the Distributable Revenue pertaining to the Car Parking Allotment Revenue;



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- 6.2.14 DISTRIBUTABLE REVENUE shall mean the Revenue less taxes and Other Charges;
- 6.2.15 ESCROW ACCOUNT shall mean the account to be operated under escrow in terms of the West Bengal Housing Industry Regulation Act, 2017 where 70% of the Revenue received from the Transferees shall be deposited;
- 6.2.16 FORCE MAJEURE shall mean without limitation, any act of nature, fire, flood, war and other hostilities, civil and political unrest, strikes, labour unrests, government acts, regulations or any other supervening impossibility or circumstances beyond the reasonable control of the affected parties.
- 6.2.17 LAND shall mean the land comprised in the Property;
- OTHER CHARGES / EXTRAS shall mean and include fees, costs and 6.2.18 expenses for gas bank (if any), transformer, sub-station, HT panel, cabling and allied equipment installed for supply of electricity and power back-up (generator) to the said project, deposits or proportionate share of deposits required to be given to the power supply agency, charges for generator and other amenities and facilities, deposits or proportionate share of deposits required to be given to other statutory and/or utility supply agencies, all tax outgoings such as GST, panchayat taxes, municipal taxes, lease rent, khazana, and all other taxes as may be levied by the statutory authorities, maintenance charges, corpus deposits and sinking fund, guarding charges, legal fees towards project documentation charges, association formation charges, and charges for any other extra facility/reimbursable expenses (example Air-conditioning) given to the Transferees, save and except cancellation charges/nomination charges over and above Rs 50,000/- (Rupees fifty thousand only), interest for delayed payments, which will be distributed between the Parties as per the agreed allocation.
- 6.2.19 OWNERS' ALLOCATION shall mean 58% of the Distributable Revenue and 42% of the Car Parking Allotment Revenue;
- 6.2.20 PLAN shall mean the plans of the Project to be sanctioned by the appropriate authority and shall also include, wherever the context permits, such plans, drawings, designs and specifications as are prepared by the Architects and all

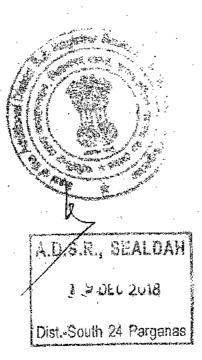


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- subsequent modifications, renewals, amendments, rectifications and changes to the original sanctioned plan as may be permissible under the prevailing law;
- 6.2.21 PROJECT shall mean the commercial use development which shall take place over the Property by constructing Buildings and such other products as per this agreement, with appurtenant infrastructure, amenities and facilities, in accordance with the terms and conditions of this Agreement subject to various approvals, permits and clearances to be accorded by the concerned governmental authorities in this regard.
- 6.2.22 PROPERTY shall mean and include the Land as morefully described in Schedule A hereto;
- 6.2.23 REVENUE shall mean and include the price, consideration, rent, premium, taxes, and any other amount on any account received and collected against allotment and sale of all Saleable Areas, by whatsoever name called and the Car Parking Allotment Revenue;
- 6.2.24 SALEABLE AREA shall mean and include the Units and all other areas, portions or shares comprised in or portion of the Project capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise;
- 6.2.25 TRANSFEREE shall mean any person who acquires, holds and/or owns and/or agrees to acquire hold and/or own any Unit in the Building and shall include the Owners and the Developer for the Units held by them from time to time;
- 6.2.26 UNIT shall mean the constructed space in the Buildings excluding car park capable of being separately owned, used and/or enjoyed, for commercial purposes, by any Transferees and which is not a part of the Common Area;
- 6.2.27 MASCULINE GENDER shall include the feminine and vice-versa;
- **6.2.28 PARTY/PARTIES** shall mean the Owners and the Developer respectively or collectively as the case may be;
- 6.2.29 SINGULAR shall include the phiral and vice-versa;
- 6.3 Obligations of the Developer:
 - 6.3.1 Payment of Security Deposit:



- 6.3.1.1 The Developer shall pay to the Owners being those described at 3.1.1, 3.1.2 and 3.1.3 proportionately a sum of Rs. 7,51,00,000/- (Rupees Seven Crores and Fifty One Lakhs Only) as refundable security deposit only in the following manner.
- 6.3.1.1.1 A sum of Rs. 4,01,00,000/- (Rupees Four Crores One Lacs Only) had already been paidon or before execution of this agreement, the receipt whereof the Owners accept and acknowledge in the Receipts and Memo of Consideration hereinbelow;
- **6.3.1.1.2** A sum of Rs. 3,50,00,000/- (Rupees Three Crores and Fifty Lakhs Only) shall be paid upon the Owners completing all their obligations as stated in Clause No. 6.5 hereinbelow;
- 6.3.1.2 The above refundable security deposit shall be refunded as follows:
- 6.3.1.2.1 Rs. 5,51,00,000/- (Rupees Five Crores and Fifty One Lakhs Only) shall be adjusted from the Owners' Allocation i.e. first Rs. 5,51,00,000/- (Rupees Five Crores and Fifty One Lakhs Only)out of 50% (fifty percent) of the Owners' Allocation shall be refunded by the Owners to the Developer till the entire Rs. 5,51,00,000/- (Rupees Five Crores and Fifty One Lakhs) is refunded.
- 6.3.1.2.2 Rs. 2,00,000,000/- (Rupees' Two Crores only) shall be refunded by the Owners on completion of the project and issuance of Completion Certificate by the Kolkata Municipal Corporation.
- 6.3.3 Obligations, costs and expenses: The Developer shall bear and pay all the expenses related to the execution of the Project, which will, inter alia, include:
 - 6.3.2.1 Appointment: Appoint architects, contractors, sub-contractors or any other person or persons in connection with the development and construction of the Project, enter into agreements with such persons and bear and pay their fees, emoluments, contract price by whatever name called.



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- 6.3.2.2 Plan: Prepare a building plan through its architects for availing the maximum FAR without shifting of high tension lines; submit the building plan (in consultation with the Owners but at its own costs and responsibility) to the Kolkata Municipal Corporation for getting sanction of the commercial use complex together with all the necessary NOC, clearances and permissions and obtain the sanction of the building plan (Plan) from the Kolkata Municipal Corporation.
 - 6.3.2.3 Permissions: Obtain all clearances and permissions required for executing the Project, including but not limited to permissions, approvals and sanctions from the Kolkata Municipal Corporation, fire safety sanctions, pollution control board clearances, permissions for obtaining electricity connection, water supply and sewerage connection, registration of the Project from the appropriate regulatory authority and all approvals and permissions under the West Bengal Housing Industry Regulation Act, 2017, except those required to be obtained by the Owners.
 - 6.3.2.4 Construction: Commencing construction within 1 (one) month from the date of sanction of Plan by the appropriate authority and obtaining registration under the West Bengal Housing Industry Regulation Act, 2017 and developing and completing the Units as per the specifications described in Schedule C hereto in all respects together with the development of the Common Areas in conformity with the Plan within 36 (thirty six) months from either the date of sanction of the Plan by the appropriate authority and obtaining registration under the West Bengal Housing Industry Regulation Act, 2017, subject to a further extension of 12(twelve) months and further subject to force majeure.
 - 6.3.2.5 Certificates: Obtaining the necessary Commencement Certificates, Completion Certificates, Occupancy Certificates, as the case may be, from the Kolkata Municipal Corporation and all other necessary sanctions and permissions as may be required for commencing the Project, constructing the Project and for handing over possession of the completed Project.
 - 6.3.2.6 Security: Maintain the security of the Project until handover of possession of the Units to the Transferees.



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- 6.3.2.7 Association: Facilitate formation of an association of the Transferees in the manner as required under the West Bengal Housing Industry Regulation Act, 2017 and transfer the Land in favour of such Association of Transferees, by whatever name called.
- of all claims, actions, proceedings, fines, penalties due to any non-compliance of its obligations and covenants hereunder, whether statutory or contractual also against all losses, workmen's compensation claims, cost, charges and expenses resulting from damages to third parties, accidents or other reasons during the course of the construction and development of the said property/plot.

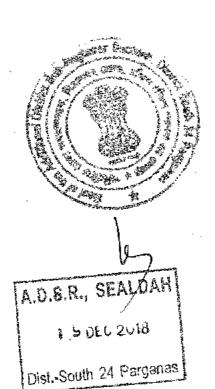
6.4 Representations and Warranties of the Owners:

- 6.4.1 It is a body corporate: The Owners are respective body corporates duly incorporated and registered under the laws of India and has the power to own property and to operate and carry on its business as it is now being conducted and it has been operated only in the ordinary course of business.
- 6.4.2 Incorporation Documents: The memorandum and articles of association of the Owners are complete and accurate and all amendments thereto (if any) were duly and properly made and the Owners have not acted contrary to their charter documents. The said charter documents empower the Owners to enter into this Agreement and transactions as contemplated hereunder.
- 6.4.3 No Other Power of Attorney: The Owners have not executed any power of attorney or conferred on any person other than their directors, officers and employees any authority to enter into any transaction in respect of the Property on behalf of or to bind the Owners in any way.
- 6.4.4 License to carry on objects: The Owners have the power and necessary license to carry on their objects as now being conducted and the acts of the Owners have at all times been carried on as per all applicable laws and it is not in breach of the terms or conditions of such licences, permissions, permits, consents and authorisations.



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- 6.4.5 Right and Authority: The Owners have the right, authority, power and capacity to enter into this Agreement and the transactions contemplated hereunder and to perform and fulfil the obligations hereunder.
- 6.4.6 Ownership and Marketable Title: The Owners hereby confirm that the Property has a good and marketable title.
- (a) On or before the execution of this JDA, the Owners had already supplied to the Developer, copies of papers and documents regarding the title of the Said Property.
- (b) Upon receipt of the aforesaid title documents, The Developer shall investigate the title and satisfy itself in respect of the title of the Said Property in order to ascertain the marketability and/or viability of title. In course of the said necessary title search of the Said Property, the Owners are under obligation to co-operate with the Developer in that regard.
- (c) If any adverse entry is found in course of search of title of the said property, the Developer shall place the same before the Owner and the Owner shall take steps to rectify and/ or clarify such adverse entries to satisfaction of the Advocates of the Developer within a period of 90 (ninety) days from the date such information has been provided to the Owner. The Developer is also at liberty to ask the Owners, to rectify the same at their own costs, expense, risk and responsibility, forthwith, to take all necessary steps to remove and/or rectify the defects and to indemnify the Developer from all losses and damages caused due to defective title.
 - 6.4.7 Free from encumbrances: The Owners represent that the Property is free from all encumbrances including but not limited to any (i) any encumbrance, mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment by way of collateral, deed of trust, title retention, claims, conditions, security interest or other encumbrance of any kind securing, or conferring any right to or priority of payment in respect of, any obligation of any person, including without limitation, any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security; (ii) any power of attorney, agreement, interest or option in favour of any person in respect of the Property; and/or (iii) any adverse claim as to title, possession or use, including lis pendens, attachments, leases, tenancies, occupancy rights, licences, uses, trusts, wald, tribal land, forest land, acquisition, requisition, vesting, claims, demands and liabilities of whatsoever nature; and that the Owners



- possess the necessary authority to authorize, approve and permit the Developer to develop upon the said Property and develop the Project.
- 6.4.8 No Lis Pendens: The Owners represent and confirm that there are no civil or criminal proceedings pending in any court of law or tribunals, including but not limited to injunction, receiver, and orders of attachment or vesting in respect of the said Property.
- 6.4.9 Clear demarcated boundary: The Owners hereby represent and covenant the land comprising the Property is a contiguous one. The Owners further represent and confirm that there are no disputes relating to the boundary of the Property and the Property is demarcated from the adjoining properties. No third party is claiming any right of way or easement or any other right over or in respect of any part or portion of the Property and shall keep the Developer saved, harmless and indemnified to that effect.
- 6.4.10 Not Further Encumber: The Owners hereby represent and covenant that the Owners have not entered into any agreement (whether written, oral or implied) to sell, transfer, assign, lease, sub-lease, leave and license or otherwise create any third party rights in any manner whatsoever over the Property or any part thereof nor have assigned or transferred any of their rights, title and interest thereof to any person or persons. The Owners shall not, in any manner, transfer, assign, charge, mortgage, encumber or otherwise deal with, or induct any person in occupation of the Property or in any portion thereof or enter into any agreement thereof until the completion of the Project, any agreement relating thereto until the completion of the Project save that the Owners may enter into agreements for transfer of the Owners' Allocation.
- 6.4.11 No Adverse Notices: The Owners hereby represent and covenant that they have not received any notice of lis pendens, attachments, acquisitions, requisitions, prohibitory orders of any nature whatsoever in respect of Property or any part thereof whereby the subject matter of this Agreement may be prejudicially affected or jeopardized.
- **6.4.12 Ceiling:** The Owners hereby represent that they do not hold any land in excess of ceiling limits as is prevalent in the State of West Bengal or any other statutory prohibition in force for the time being.

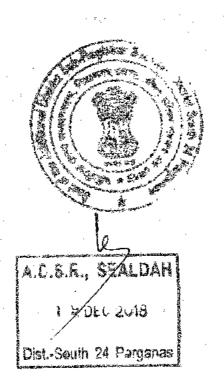


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- 6.4.13 Joint and Several Liability: The Owners hereby represent that the liability of the Owners to the Developer shall always be joint and/or several at the option of the Developer. The Owners further represent that the Owners described at Clauses 3.1.4 to 3.1.10 have authorized the Owners described at 3.1.1, 3.1.2 and 3.1.3 to collect and receive the security deposit and Owners' Atlocation on behalf of all of them. The Owners accept, acknowledge and admit that the Developer making payment to the Owners described at 3.1.1, 3.1.2 and 3.1.3 will be a valid discharge of the Developer's responsibility and the remaining Owners being those described at 3.1.4 to 3.1.10 shall not make any claim or demand against the Developer separately. The Developer shall not be responsible for any disagreement or adversarial circumstance between the Owners inter se and no internal understanding or arrangement between the Owners inter se shall affect the project or the Developer in any manner whatsoever.
 - **6.4.14** Possession: That the entire Property is in khas vacant and peaceful possession of the Owner.
- 6.5 Covenants and Obligations of the Owners: The Owners shall,
 - **6.5.1** Obtain Additional FAR: Apply for and obtain additional FAR for the Project on account of the metro rail corridor at their own costs and expenses, if permitted
 - 6.5.2 Amalgamation: Carry out the amalgamation of the Property into a single premises/assessee number at their own costs and expenses within 20.11.2018.
 - 6.5.3 Permissions: Obtain all clearances and permissions required for executing the Project under Urban Land (Ceiling and Regulation) Act and West Bengal Land Reforms Act, 1955 at their own costs and expenses within 20.11.2018.
 - 6.5.4 Title Deeds: Handover the title deeds of the Property to the Association of Transferees, by whatever name called and in the manner as required under the West Bengal Housing Industry Regulation Act, 2017 after the completion and formation of the Association.
 - 6.5.5 Possession: Upon the execution hereof, provide allicense to enter upon the entire property in accordance with this agreement for the purpose of development and



construction of the project; subject however the legal possession shall always be deemed to be with the Owners, without prejudice to the rights of the Developer under this Agreement to the Developer and permit its men, servants and agents to enter the Property for the purpose of measurement, soil testing and such other necessities connected with the Project;

Provided however that, nothing contained herein shall be construed as delivery of possession in part performance of any Agreement of Sale under Section 53-A of the Transfer of Property Act, 1882 or Section 2(47)(v) of Income Tax Act, 1961. The possession of the property handed over to the Developer shall be in accordance with and for the purposes of development and construction of the Project and other rights and entitlements as set forth in this Agreement.

- 6.5.6 Registration: Duly register itself as landowner(s) for the purposes of real estate development as required under the West Bengal Housing Industry Regulation Act, 2017at their own costs and expenses.
- 6.5.7 Insurance: Insure the Property as required under the West Bengal Housing Industry Regulation Act, 2017 at their own costs and expenses and make payments of the premium and other payments to secure the Property and keep it insured at their own costs and expenses.
- 6.5.8 Facilitate Project Finance: Cooperate the Developer in obtaining project finance in getting a NOC from banks and financial institutions and in getting the project certified for home loans from banks and financial institutions and for this purpose, answer all queries and requisitions of the Developer and/or banks and financial institutions and/or their lawyers and also provide all necessary documents, permits and sanctions as and when sought. The Project Finance so obtained will be used for this captioned Project exclusively
- 6.5.9 No Hindrances: Not create any hindrances or obstruction during or in execution of the Project and upon completion, not to commit any act or deed which will hinder the sale of the Saleable Areas of the Project to the Transferees.
- 6.5.10 No Assignment: Not to transfer and/or assign the benefits of this Agreement or any portion thereof, without the prior consent in writing of the Developer.

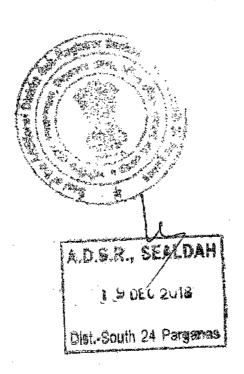


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- 6.5.11 Powers and authorities: Simultaneously with the execution hereof, execute a registered Power of Attorney in favour of the Developer or its Nominee and grant to the Developer all such powers and authorities:
 - 6.5.11.1 That will be required by the Developer for execution of the Project.
 - 6.5.11.2 To enable the Developer to exclusively deal with booking of the units in the Project, receive payments and execute home/unit loan towards such bookings.
 - 6.5.11.3 To deposit the Revenue in the Escrow Account as required under the West Bengal Housing Industry Regulation Act, 2017 and the Designated Account respectively;
 - 6.5.11.4 To mortgage the entire Property and/or create charge on Developer's Allocation Only, without creating any liability on the owners whatsoever.
- 6.5.12 Supplementary Agreements: Execute supplementary agreement or agreements modifying or amending the terms hereof with prior consultation/approval of the Owner/s and recorded in writing.
- 6.5.13 Taxes: Pay all rates, taxes, fees and land revenue that are payable under any existing statute or may become payable by any new enactment in respect of, concerning with or connected to the Property and the development until completion of Owners obligation and provide a license to enter upon the entire property in accordance with this agreement to the Developer, to such person or authority entitled thereto, including without limitation, goods and services tax, income tax, municipal property taxes, water taxes and further pay all taxes pertaining to the business of the Owners. It is expressly clarified that the Developer shall be responsible for payment of all municipal and other taxes, debts, dues, public demands, outgoing and impositions whatsoever in respect of the entirety of the said plot from the date the Owners complete all their obligation under this Agreement. The Developer shall, till the completion of the project, also cause to insure the buildings and structures constructed by it in the said property against various types of risks as are normally insured against.
- 6.5.14 The Owner shall render all assistance and co-operation to the Developer and sign execute and submit and deliver at the costs and expenses of the Developer all



plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time promptly and without any delay, failing which the time periods for construction by the Developer shall stand automatically extended by the periods of delay on the part of the Owner.

6.6 Sharing of Distributable Revenue:

- 6.6.1 The Designated Account shall be operated in excrew with a scheduled bank, to be operated by the said bank as the escrew agent in accordance with the agreement to be executed in this regard between the Parties and the bank holding the Designated Account.
- 6.6.2 The Distributable Revenue shall be calculated out of the 30% of the Revenue deposited in the Designated Account (excluding taxes, if any) and distributed amongst the Owner and the Developer in terms of the agreed allocation subject however to Clause 6.3.1.2.1 & 6.7.5
- 6.6.3 Remaining 70% of the Revenue shall be deposited in the Escrow Account which has to be maintained as required under the West Bengal Housing Industry Regulation Act, 2017 and whatever amount is allowed to be withdrawn under the provisions of law and whatever is available as Distributable Revenue (excluding taxes, if any), shall also be shared proportionately between the Owners and the Developer in terms of their allocation, and distributed amongst the Owner and the Developer subject to the terms of Clause 6.3.1.2.1 & 6.7.5
- 6.6.4 Tax Deductible at Source (as applicable) will be deducted on the payments to be made to the Owners of the Owners' Allocation.
- 6.6.5 The Escrow Account shall be operated and maintained jointly by the Developer & Owners as required under the West Bengal Housing Industry Regulation Act, 2017.
- 6.6.6 The interest accrued on the deposits made in the Escrow Account shall be distributed between the Owners and the Developer on pro-rata basis of Interest at actuals in the said Account, which will be calculated on their respective share of receivables lying in the said Account at the end of every quarter.



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6.6.7 The Developer shall provide a statement to the Owners every fortnight disclosing the details of allotments made and the Revenue received and shall also share the account statement Bank Book of the Escrow Account and the Designated Account.

6.7 Entitlement of the Developer:

- 6.7.1 Name of the Project: The Developer shall be entitled to name the Project in consultation with the Owner which shall contain the prefix 'Primare' and which shall not be changed or altered by the Owners. Branding of the Project shall/will contain the credential of the Owner/s
- 6.7.2 Marketing: The Developer shall be entitled to undertake the marketing and promotion of the Project by various means through advertisements, publications, issuing brochures and prospectus of the Project.
- 6.7.3 Sale and Transfer: The Developer shall be entitled to negotiate with the prospective Transferees, in connection with the sale of Units in the Project at such prices (Sale Price), in consultation with the Owner's
- 6.7.4 Receipt of Other Charges/Extras: The Developer shall be solely entitled to charge, demand, receive, realise and appropriate the Other Charges from the Transferees and subsequently appropriate the same amongst the Owner and Developer as mentioned in clause 6.2.14 herein above.
- 6.7.5 Deduction: In addition to the adjustment to be made from the Owners' Allocation, a further deduction shall be made by the Developer out of the Owners' Allocation at the rate of 2 (two) percent on account of cost incurred towards advertisement and marketing cost plus applicable taxes, which may be incurred by the Developer.
- 6.7.6 Unsold Units: Upon completion of the Project or on any other mutually agreed date, if there be any unsold Units, then the Owners and the Developer shall share the same in proportion to their respective entitlements and the Units falling in the share of the Owners shall be handed over to the Owners by the Developer. No party shall take possession of the unsold allocation until the same has been finalised and agreed upon. The Owner shall have to bear all extra charges and deposits of their respective entitlement of the unsold units. The Developer shall charge from the Owners either taxes (as applicable) or the proportionate amount of GST input at actuals reversed on completion certificate. In respect of the Owners'



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share of the unsold units, the Owners shall pay such amount of Other Charges (including GST) to the Developer, as may be applicable and as and when demanded by the Developer. The Owners shall convey the undivided proportionate share in the land appurtenant to the areas of the Developer's Allocation to the Developer and/or their nominee or nominees and in exchange the Developer shall convey the constructed areas forming part of the Owners' Allocation to the Owners and/or their nominee or nominees. It is clarified that the consideration for the transfer of land share attributable to such Allocable Areas of the Developer shall be the construction cost of the Allocable Areas of the Owners

- **6.7.2** Possession: The Developer shall handover the possession of the Units to the Transferees upon completion of the Project and as per the West Bengal Housing Industry Regulation Act, 2017.
- 6.7.3 Project Finance: The Developer shall be entitled to obtain finance for the development and construction of the Project from any bank or financial institution by creating a mortgage or charge on the Property and/or the Project. For this purpose, the Owners shall execute necessary documents through their delegated authority or General Power of Attorney in favour of the Developer and the Owners shall join as consenting parties, if required by the funding institution, to accord their no objection to creation of aforesaid charge in favour of the banks or financial institutions. The Developer shall keep the Owners saved, harmless, and indemnified against any claim arising out of such availing of loan facility. In any circumstance, no charge shall be created on the Owners' Allocation and the Owners shall not be required to furnish any guarantee for such loan. Further, the Developer shall comply with its obligations under the West Bengal Housing Industry Regulation Act, 2017 for obtaining and repayment of such project finance.
- 6.7.4 Maintenance: The Developer shall be entitled to maintain and manage the Common Areas of the Project/Property either by itself or through any agency appointed by it for the said purpose till the formation of the Association of Transferees after which the maintenance and management of the Property shall be done by the Association. For this purpose, the Developer shall be entitled to collect maintenance and other necessary charges from and frame such rules and regulations for the Transferees with respect to their respective Units as it may deem fit.
- 6.8 Brokerage: Brokerage, commission and incentives on sales shall be shared between the parties in the same ratio as that of the Owners' and Developer's Allocation.
- 6.9 Compliance of laws: Both parties undertake to comply with the provisions of the West Bengal Housing Industry Regulation Act, 2017.





6.10 Documentation: The Advocates for the Project shall draft and draw all documents related to the Project.

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6.11 Default:

6.11.1 Owners' Default:

- 6.11,1.1 The Owners shall at all times remain jointly and/or severally liable to the Developer.
- 6.11.1.2 The Owners have specifically made representations and undertaken to perform obligations arising thereof as morefully detailed hereinabove. On the failure of the Owners to fulfil their obligations within the time frame stipulated, the Developer may extend the time. In lieu of any such extension, the Owners shall pay the Developer interest @ 12% per aunum on the amount of security deposit paid till date, calculated from the date of failure of the Owners of completing its obligation till the extended timeline. Such sum will also be refunded by the Owners from the Owners' Allocation along with adjustment of the Security Deposit as stipulated in Clause 6.31.2.1
- 6.11.1.3 The Owners hereby covenant and undertake that in the event of their obligations and covenants not being fulfilled in spite of extension of time upto 20.08.2019 and the terms of the Development Agreement not being effectuated; the Developer shall be entitled to terminate this agreement at its discretion without giving any further periodfor curing the breach of the Owners. On such termination, the Owners shall not transfer and/or deal with and/or encumber and/or alienate the Property and shall further refundon demand the security deposit along with interest thereon @15% per annum compounded half yearly from the date of payment thereof till the date of actual refund and all actual costs/expenses incurred by the Developer towards the Project without interest, collectively referred to as Refundable Amount.
- 6.11.1.4 The Developer shall have a lien and/or charge over the Property for the due refund of the Refundable Amount and such lien and/or charge on prorata shall continue until the whole of the Refundable Amount is realized



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by the Developer. Any part refund shall be first adjusted towards the interest and the Developer may insist for execution of a proper mortgage deed for securing such refund, to which the Owners hereby agree.

6.11.2 Developer's Default;

The Developer has specifically made representations and undertakes to perform obligations arising hereof as morefully detailed hereinabove. In the event of failure of the Developer to perform its obligation of development of the Project, subject to Force Majeure, for a continuous period of three (3) months, the Owners shall serve notice to the Developer to immediately commence such development works. On the event of failure on part of the Developer to rectify such default and commence development work, within a period of three(3) months from the date of such notice; the Owners shall take over and complete the residual development work in the Project at the cost and expenses of the Developer. It is however clarified that in the event of such happenings the allocation as agreed upon in this Agreement will continue to be shared between the Parties.

6.12 Arbitration: All disputes between the Parties relating to this Agreement or its interpretation shall be referred to a Arbitral Tribunal consisting of three Arbitrators, out of whom one Arbitrator shall be nominated by the Owners collectively and the other Arbitrator shall be nominated by the Developer and subsequently such two joint Arbitrators shall nominate a Third Arbitrator who shall be the presiding Arbitrator. The Tribunal shall proceed summarily and may give interim Awards and/or directions. The Tribunal may avoid such rules, procedures and/or evidences which can be lawfully avoided by the mutual consent of or directions of the Parties, such consent or direction will be deemed to have been hereby given. The language of the Tribunal shall be English and the seat of the arbitration shall be in Kolkata. The award of the Tribunal shall be final and binding upon the Parties.

6.13 Miscellaneous

6.13.1 Notices: All notices shall conclusively be deemed to have been served on the 4th day from the day the same is sent by registered/speed post with acknowledgement due card to the addresses herein stated on the addresses

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mentioned hereinabove. In case of any change in the address of communication of any of the parties hereto shall be intimated to the other in writing.

- 6.13.2 Amendments: No addition, change, variation or modification of the terms and conditions set forth herein shall be valid unless they are mutually agreed to by both the parties and are reduced in writing into a supplemental agreement signed by both the parties which shall then form part of this Agreement.
- 6.13.3 Severability: In the event any term or part of this agreement is held to be illegal, unenforceable or invalid by any court of law, then said term or part shall be struck and all remaining provisions shall remain in full force and effect.
- 6.13.4 No Waiver: No delay or waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by the Developer shall be construed or implied as a waiver or acquiescence by the Developer of the same or any other condition, covenant, right, or remedy.
- 6.13.5 Rules of Interpretation: The words used in bold in the headings of the Clauses and any Sub-Clauses have the meaning assigned to them in such Clauses or Sub-Clause and the words put in bold in brackets define the word, phrase or expression immediately preceding.
- 6.13.6 Partnership: Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

6.13.7 Compliance of Laws:

6.13.7.1. If and as applicable, the Developer shall comply with the provisions of the Water (Prevention and Control of pollution) Act 1974 and Air (Prevention and Control Pollution) Act 1981 and the rules made there under as also with any condition which may from time to time be imposed by West Bengal Pollution Control Board and all applicable Environmental laws, rules and regulations in respect of the collection of treatment and disposal or discharge of effluent or waste or otherwise and shall indemnify and keep indemnified Owner/s against the consequences or any breach or non-compliance of any provision or conditions mentioned above.



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6.14 General:

- 6.14.1 This Agreement together with its Schedules sets forth the complete understanding between the parties hereto and supersedes all previous communication, memoranda, understandings, letters of intent and documents exchanged between the parties hereto regarding the subject matter hereof.
- 6.14.2 If any provision of this Agreement or the application thereof to any circumstance shall be invalid, void or unenforceable to any extent, the remainder of this Agreement and the application of such provisions shall continue to be effective and each such provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 6.14.3 If any such provision is so held to be invalid, illegal or unenforceable, the Parties undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable and to the extent feasible which accurately represents the intention of the parties.
- 6.14.4 No forbearance, indulgence or relaxation or inaction by any parties at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the rights or such party to require performance of that provision.
- 6.14.5 No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any instance. All waiver by either party hereto must be contained in a written instrument signed by the party to be charged or other person duly authorized by it.



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6.14.6Any notice, consent, approval, demand, waiver or communication required or permitted hereunder shall be in writing and shall be deemed given/effective if delivered to the person(s)/representative(s) personally, at the time of delivery or if sent by registered or certified mail with acknowledgement due, with postage and registration or certification fees hereon prepaid, on the 5th business day following delivery of such notice to the postal service or if by express courier, on the 3rd business day following delivery of such notice to such express courier. All notices and communication shall be sent to the appropriate address set forth above, until the same is changed by notice given in writing to the other Party. It is specifically agreed that no notice in terms of these presents shall be communicated by any electronic medium.

SCHEDULE A (PROPERTY)

ALL THAT piece and parcel of "Bastn" land admeasuring about 55 cottah 7.19 Sq. Ft., more or less comprised in R.S. Dag No. 391, 392, 393 under R.S. Khatian No. 193, 194, 201 & 204, Mouza Laskarhat, J. L. No. 11, Post Office Tiljala, Police Station Tiljala (Kasba), District 24 Parganas (South), under jurisdiction of Kolkata Municipal Corporation, Ward No. 107, being Municipal Premises No. 1839 Laskarhat Road, Kolkata — 700 039 and as demarcated in RED in the Plan annexed herewith butted and bounded as follows:

North: Laskarbat Road

South:Canal

East: Dag No. 394

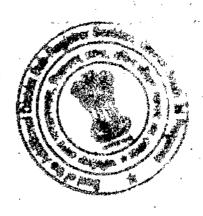
West:Passage & Canal

SCHEDULE B (DEVOLUTION OF TITLE)

Devolution on Title in R.S. Dag Nos. 391 And 392 ...

WHEREAS one Suradhani Dasi was the absolute owner of All That piece and parcel land measuring 4 (four) bigha 1 (one) cottah, 10 Chittacks, 36 sq.ft., more or less, equivalent to 135 (one hundred and thirty five) decimal[Land area 120 decimals in R.S. dag No. 391 & Land area 15 decimals in R.S. Dag No. 392], more or less, comprised in R.S. Dag Nos. 391 and 392, recorded in R.S. Khatian No. 193,& 194, Mouza Laskarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Alipore (hereinafter called the Larger Property).

AND WHEREAS Suradhani Dasi by a Deed of Conveyance dated 3rd March, 1956, registered in the Office of the District Registration Office Alipore, in Book No. I, Volume No. 38, at Pages 61 to 64, being Deed No.1639 for the year 1956, sold All That piece and parcel land measuring 4 (four) bigha and 2 (two) cottah, more or less, equivalent to 135 (one hundred and thirty five) decimal, more or less, comprised in R.S. Dag Nos. 391 and 392, recorded in R.S. Khatian No. 193& 194, Monza Laskarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Alipore to Hari Ananda Sarkar, Joy Govinda Sarkar and Gobinda Chandra Mondal (collectively Hari Ananda Sarkar And Others), each of them having undivided 1/3rd (one-third) share therein.



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- 3. AND WHEREAS by a Deed of Sale dated 13th May, 1965, registered at the Office of the Sub-Registrar at Alipore and recorded in Book I, Volume No. 91, pages from 7 to 9, being Deed No. 4064 for the year 1965, Gobinda Chandra Mondal sold and transferred his share in land measuring 1.35 acre situated in C.S. Dag No. 391 under R.S. Khatian No. 193 and C.S. Dag No. 392 under Khatian No. 194 in Mouza Laskarhat, J.L.No.11, Touzi No. 2998 under Police Station Tollygunge, now Tiljala, District 24 Parganas to Joy Gobinda Sarkar.
- 4. AND WHEREAS Joy Gobinda Sarkar by a Deed of Conveyance, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, Volume No.40, at Pages 203 to 205, being Deed No. 2129 for the year 1966, sold to Uddhav Chandra Sarkar and Anil Chandra Sarkar (collectively Uddhav Chandra Sarkar And Another) land measuring 33 (thirty three) decimal, more or less, equivalent to 1 (one) bigha, more or less, out of the Larger Property.
- 5. AND WHIEREAS Uddhav Chandra Sarkar and Anil Chandra Sarkar mutually partitioned the said land measuring 33 (thirty three) decimal more of less, equivalent to 1 (one) bigha, more or less, by a Deed of Partition, registered in the Office of the District Régistrar Alipore, in Book No. I, Volume No. 325, at Pages 223 to 231, being Deed No. 18408 for the year 1992 and each of them has become the owner of land measuring 10 (ten) cottah, more or less, equivalent to 16.50 (sixteen point five zero) decimal, more or less
- 6. AND WHEREAS Anil Chandra Sarkar by a Deed of Gift dated 19th December, 2003, registered in the Office of the District Sub-Registration-III, Alipore, South 24 Parganas, in Book No. I, Volume No. 1, at Pages 8396 to 8413, being Deed No. 325 for the year 2004, Anil Chandra Sarkar gifted his share to Uddhav Chandra Sarkar.
- AND WHEREAS Uddhay Chandra Sarkar by a Deed of Conveyance dated 13th September, 2004, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No. 1, at Pages 1 to 16, being Deed No. 07351 for the year 2004, sold land measuring (i) 8 (eight) cottah and 6 (six) chittack, more or less, comprised in R.S. Dag No. 391 and (ii) 1 (one) cottah and 10 (ten) chittack, more or less, comprised in R.S. Dag No. 392, totalling to land measuring 10 (ten) cottah, to Oriental Trinex Limited. The said Deed was duly rectified by a Deed of Rectification dated 9th January, 2007, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No.I, Volume No.1, at Pages 1 to 9, being Deed No. 231 for the year 2007.
- 8. AND WHEREAS Uddhav Chandra Sarkar by a Deed of Conveyance dated 7th November, 2015, registered in the Office of the Additional Registrar of Assurancesi, Kolkata, in Book No. I, Volume Number 1901-2015, at Pages 152046 to 152080, being Deed No. 190108788 for the year 2015, sold land measuring (i) 5 (five) chittack, more or less, comprised in R.S. Dag No. 391 and (ii) 3 (three) cottah and 11 (eleven) chittack, more or less, comprised in R.S.

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Dag No. 392, totalling to land measuring 4 (four) cottah, to Ashoka Business Systems Private Limited, Skylark Niwas Private Limited and Salasar Abasan Private Limited (collectively Ashoka Business Systems Private Limited And Others).

- 9. AND WHEREAS Oriental Trimex Limited by a Deed of Conveyance dated 8th September, 2015, registered in the Office of the Additional Registrar of Assurances I, Kolkata, in Book No. I, Volume Number 1901-2015, at Pages 102135 to 102170, being Deed No. 190107288 for the year 2015, sold land measuring (i) 8 (eight) cottah and 6 (six) chittack, more or less, comprised in R.S. Dag No. 391 and (ii) 1 (one) cottah and 10 (ten) chittack, more or less, comprised in R.S. Dag No. 392, totalling to land measuring 10 (ten) cottah, to Ashoka Business Systems Private Limited And Others.
- 10. AND WHEREAS Hari Ananda Sarkar, being co-owners of Jay Gobinda Sarkar and Gobinda Chandra Mondal, died leaving behind him surviving his wife Parmeswari Sarkar and 4 (four) sons, namely, Manik Chand Sarkar, Sunil Sarkar, Motilal Sarkar and Sudeb Sarkar and 4 (four) married daughters, namely, Bina Roy, Sabita Das, Kabita Biswas and Swapna Mondal, as his only legal heirs and heiresses (hereinafter collectively referred as Legal Heirs Of Late Hari Ananda Sarkar), who inherited the entire right, title and interest of Late Hari Ananda Sarkar in the Larger Property.
- 11. AND WITEREAS Gobinda Chandra Mondal by a Deed of Conveyance dated 13th May, 1965, registered in the Office of the District Registrar Alipore, in Book No. I, Volume No. 91, at Pages 10 to 12, being Deed No. 4065 for the year 1965, sold to Manik Chand Sarkar, Sunil Sarkar, Motilal Sarkar and Sudeb Sarkar, land measuring 22.5 (twenty two point five) decirual, more or less, out of his share in the Larger Property.
- 12. AND WHEREAS the Legal Heirs Of Late Hari Ananda Sarkar, by a Deed of Conveyance dated 19th March, 1998, registered in the Office of the Additional District Sub-Registrar, Sealdah, in Book No. I, being Deed No. 1499 for the year 1998, sold land measuring 4 (four) cottah 4 (four) chittack and 15 (fifteen) square feet, more or less, comprised in R.S. Dag Nos. 391 and 392, to Bijay Baid.
- 13. AND WHEREAS Bijay Baid, by a Deed of Conveyance dated 8th March, 2002, registered in the Office of the Additional District Sub-Registrar, Sealdah, in Book No. I, Volume No. 117, at Pages 202 to 213, being Deed No. 2212 for the year 2003, sold to Rajesh Punia alias Rajesh Kumar Punia land measuring 152 (one hundred and fifty two) square feet, more or less, comprised in R.S. Dag No. 391.



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- AND WHEREAS Rajesh Punia alias Rajesh Kumar Punia, by a Deed of Conveyance dated 8th September, 2015, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume Number 1901-2015, at Pages 102171 to 102204, being Deed No. 190107289 for the year 2015, sold land measuring 152 (one hundred and fifty two) square feet, more or less, comprised in R.S. Dag No. 391, to Ashoka Business Systems Private Limited And Others.
- 15. AND WHEREAS the Legal Heirs Of Late Hari Ananda Sarkar, by a Deed of Conveyance dated 19th March, 1998, registered in the Office of the District Sub-Registrar, Alipore, in Book No. I, being Deed No. 1500, sold land measuring 3 (three) cottain 15 (fifteen) chittack 30 (thirty) square feet, more or less, comprised in R.S. Dag No. 391, to Bidisha Das.
- AND WHEREAS the Legal Heirs Of Late Hari Ananda Sarkar, by a Deed of Conveyance dated 19th March, 1998, registered in the Office of the District Sub-Registrar, Alipore, in Book No. I, being Deed No. 1501, sold land measuring 3 (three) cottal 8 (eight) chittack 15 (fifteen) square feet, more or less, comprised in R.S. Dag No. 391, to Bipasha Das.
- 17. AND WHEREAS Bidisha Das by a Deed of Conveyance dated 10th December, 1999, registered in the Office of the District Sub-Registrar-III, Alipore, in Book No. I, Volume No. 25, at Pages 175 to 184, being Deed No. 864 for the year 2000, sold land measuring 3 (three) cottah 15 (fifteen) chittack and 30 (thirty) square feet, more or less, equivalent to 6.577 (six point five seven seven) decimal, more or less, comprised in R.S. Dag Nos. 391, to Santharam Venkat Narayan.
- 18. AND WHEREAS Bipasha Das by another Deed of Conveyance dated 10th December, 1999, registered in the Office of the District Sub-Registrar-III, Alipore, in Book No. I, Volume No. 25, at Pages 185 to 194, being Deed No. 865 for the year 2000, sold land measuring 3 (three) cottah 8 (eight) chittack and 15 (fifteen) square feet, more or less, comprised in R.S. Dag Nos. 391, to Prabha Sankar.
- 19. AND WHEREAS Santharam Venkat Narayan by a Deed of Conveyance dated 11th September, 2001, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No. 165, at Pages 31 to 44, being Deed No. 7470 for the year 2001, sold land measuring 3 (three) cottah 15 (fifteen) chittack and 30 (thirty) square feet, more or less, comprised in R.S. Dag Nos. 391, to Rajesh Punia.
- 20. AND WHEREAS Prabha Sankar by a Deed of Conveyance dated 11th September, 2001, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No. 165, at Pages 45 to 57, being Deed No. 7471 for the year 2001, sold land

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measuring 3 (three) cottah 8 (eight) chittack and 15 (fifteen) square feet, more or less, comprised in R.S. Dag Nos. 391, to Rajesh Punia.

- 21. AND WHEREAS Rajesh Pania by a Deed of Conveyance dated 31st March, 2008, registered in the Office of the District Sub-Registrar, Alipore, in Book No. I, Volume No. 1, at Pages 425 to 440, being Deed No. 3194 for the year 2008, sold land measuring 7 (seven) cottah and 8 (eight) chittack, more or less, comprised in R.S. Dag Nos. 391, to Oriental Trimex Limited.
- 22. AND WHEREAS Oriental Trimex Limited by a Deed of Conveyance dated 8th September, 2015, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No. 1901-2015, at Pages 102205 to 102240, being Deed No. 190107290 for the year 2015, sold land measuring 7 (seven) cottah and 8 (eight) chittack, more or less, comprised in R.S. Dag Nos. 391, to Ashoka Business Systems Private Limited And Others.
- 23. AND WHEREAS the Said Ashoka Business Systems Private Limited, Salasar Abasan Pvt. Ltd and Skylark Niwas Pvt Ltd. Jointly owner of Land area 21 cottahas 11 Chittacks 17 sq. Ft. i.e. 35.88 decimals [Land area 16 cottahas 6 Chittacks 27.12 sq. Ft. i.e. 27.12 decimals in R.S. dag No. 391 & Land area 5 cottahas 5 Chittacks 8.76 sq. Ft. i.e. 8.76 decimals in R.S. Dag No. 392, more or less, out of the Larger Property.
- 24. AND WHEREAS the Said Ashoka Business Systems Private Limited, Salasar Abasan Pvt. Ltd and Skylark Niwas Pvt Ltd. Jointly mutated their names in the concerned B.L. & L.R.O. The details are as follows:
- (i) R.S. Dag No. 391 under R.S. Khatian No. 193

Owners Name	Purchase area (in Decimals)	Mutated area (in decimals)	Converted Area (in Decimals)
Ashoka Business Systems . Private Limited	9.04	8.912	8.912
Salasar Abasan Pvt. Ltd	9.04	8.912	8.912
Skylark Niwas Pvt Ltd.	9.04	8.912	8.912
Total Total	27.12	26.736	26.736

(ii) R.S. Dag No. 392 under R.S. Khatian No. 194

Owners Name	Purchase area (in Decimals)	Mutated area (in decimals)	Converted Area (in Decimals)
Ashoka Business Systems Private Limited	2.92	2.67	2.67
Salasar Abasan Pvt. Ltd	2.92	2.67	2.67
Skylark Niwas Pvt Ltd.	2.92	2.67	2,67
Total	8.76	8.01	8.01



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Devolution on Title in R.S. Dag No. 393

- WHEREAS Pranab Prasad Roy and Pratibha Chandra Roy were inter alia the absolute owner
 of land measuring 117 (one hundred and seventeen) decimal, more or less, comprised in R.S.
 Dag No. 393, under R.S. Khatian Nos. 201 & 204 Mouza Laskarhat, J.L. No. 11, Police
 Station Tiljalá, District Sub-Registration Alipore (hereinafter called the Larger Property).
- 2. AND WHEREAS during enjoyment of joint ownership Pranab Prasad Roy and Pratibha Chandra Roy executed a Deed of Partition dated 23rd August, 1967, registered in the Office of the District Sub-Registrar, Alipore, in Book No. I, Volume No. 77, being Deed No. 6392 for the year 1967, wherein Pranab Prasad Roy was absolutely allotted the entirety of land measuring 58 (fifty eight) decimal, more or less, comprised in R.S. Dag No. 393, under R.S. Khatian No. 204 Mouza Laskarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Alipore out of the Larger Property.
- 3. AND WHEREAS the said Pranab Prasad Roy by a Deed of Conveyance dated 13th November, 1968, registered in the Office of the District Sub-Registrar, Alipore, in Book No. I, Volume No. 127, at Pages 103 to 106, being Deed No. 6645 for the year 1968, sold to one Biswanath Debnath land measuring 49.5 (forty nine point five) decimal, more or less, comprised in R.S. Dag No. 393, under R.S. Khatian No. 204 in Mouza Laskarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Alipore out of land measuring 58 (fifty eight) decimal, more or less (hereinafter called the First Mother Property).
- 4. AND WHEREAS subsequent to his purchase Biswanath Debnath divided the entirety of the First Mother Property into several plots.

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- 5. AND WHEREAS Biswanath Debnath by a Deed of Conveyance dated 13th November, 1968, registered in the Office of the Joint Sub-Registrar, Alipore, in Book No. I, Volume No. 119, being Deed No. 6647 for the year 1968, sold to Radha Singh, wife of Gurudayal Singh ALL THAT piece and parcel of land measuring 2 (two) cottah, more or less, comprised in R.S. Dag No. 393, recorded in R.S. Khatian No. 204, Mouza Laskarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Alipore (hereinafter called First Plot of Land) being a portion of the First Mother Property.
- 6. AND WHEREAS the said Radha Singh by a Deed of Conveyance dated 9th November, 2006, registered in the Office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, Volume No. 1, at Pages 1 to 29, being Deed No. 1610 for the year 2007, sold to Devrup Vanijya Private Limited, Rising Vanijya Private Limited, Style Tracom Private Limited and Rishabh Dev Private Limited (hereinafter collectively referred as Devrup Vaniya Private Limited And Others) the entirety of the First Plot of Land.
- AND WHEREAS Biswanath Debnath by a Deed of Conveyance dated 13th November, 1968, registered in the Office of the Joint Sub-Registrar, Alipore, in Book No. I, Volume No. 126, at

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Pages 100 to 103, being Deed No. 6646 for the year 1968, sold to Sukhdeb Prasad alias Sukhdeb Prasad Das, son of Late Ruchai Prasad Das ALL THAT piece and parcel of land measuring 11 (eleven) cottah, more or less, comprised in R.S. Dag No. 393, recorded in R.S. Khatian No. 204, Mouza Laskarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Alipore (hereinafter called Second Plot of Land) being a portion of the First Mother Property.

- AND WHEREAS the said Sukhdeb Prasad alias Sukhdeb Prasad Das by a Deed of Conveyance dated 9thDecember, 2006, registered in the Office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, Volume No. 1, at Pages 1 to 25, being Deed No. 1060 for the year 2007, sold to Devrap Vaniya Private Limited And Others the entirety of the Second Plot of Land.
- 9. AND WHEREAS Biswanath Debnath by a Deed of Conveyance dated 13th November, 1968, registered in the Office of the Joint Sub-Registrar, Alipore, in Book No. I, Volume No. 127, at Pages 107 to 110, being Deed No. 6649 for the year 1968, sold to Ram Narayan Sett, son of Late Kanick Sett ALL THAT piece and parcel of land measuring 9 (nine) cottah, more or less, comprised in R.S. Dag No. 393, recorded in R.S. Khatian No. 204, Mouza Laskarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Alipore (hereinafter called Third Plot of Land) being a portion of the First Mother Property.
- 10. AND WHEREAS the said Ram Narayan Sett by a Deed of Conveyance dated 22nd March, 2007, registered in the Office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, CD Volume No. 69 pages 2211-2243 being Deed No. 2750 for the year 2008, sold to Devrup Vaniya Private Limited And Others the entirety of the Third Plot of Land.

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- 11. AND WHEREAS Biswariath Debnath by a Deed of Conveyance dated 13th November, 1968, registered in the Office of the Joint Sub-Registrar, Alipore, in Book No. I, Volume No. 115, at Pages 245 to 248, being Deed No. 6648 for the year 1968, sold to Radha Rani Sett, wife of Ram Narayan Sett ALL THAT piece and parcel of land measuring 6 (six) cottah and 2 (two) chittack, more or less, comprised in R.S. Dag No. 393, recorded in R.S. Khatian No. 204, Mouza Laskarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Alipore (hereinafter called Fourth Plot of Land) being a portion of the First Mother Property.
- 12. AND WHEREAS the said Radha Rani Sett by a Deed of Conveyance dated 22nd March, 2007, registered in the Office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, Volume No. 69 Pages 2182 to 2210 being Deed No. 2749 for the year 2008, sold to Devrup Vaniya Private Limited And Others the entirety of the Fourth Plot of Land.
- 13. AND WHEREAS the Said Devrup Vaniya Private Limited, Rising Vaniya Private Limited, Style Tradecom Private Limited and Rishabh Dev Builders Private Limited Jointly owner of Land area 28 cottals as 02 Chittacks. i.e. 46.88 decimals, more or less, comprised in R.S. Dag

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No. 393, recorded in R.S. Khatian No. 204, Mouza Lashkarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Alipore out of the First Mother Property.

14. AND WHEREAS the Said Devrup Vaniya Private Limited, Rising Vaniya Private Limited, Style Tradecom Private Limited and Rishabh Dev Builders Private Limited Jointly mutated their names in the concerned B.L. & L.R.O. The details are as follows:

R.S. Dag No. 393 under R.S. Khatian No. 204

Owners Name	Purchase area (in Decimals)	Mutated area (in decimals)	Converted Area (in Decimals)
Devrup Vaniya Private Limited	11.62	6,995	6.995
Rising Vaniya Private Limited	11.62	6.995	6.995
Style Tradecom Private Limited	11.62	6.995	6.995
Rishabh Dev Builders Private Limited	11.62	6.995	6.995
Total	46.48	27.98	27.98

- AND WHEREAS by virtue of the Deed of Partition dated 23rd August, 1967, registered in the Office of the District Sub-Registrar, Alipore, in Book No. I. Volume No. 77, being Deed No. 6392 for the year 1967, wherein Pratibha Chandra Roy was absolutely allotted the entirety of land measuring 59 (fifty nine) decimal, more or less, comprised in R.S. Dag No. 393, under R.S. Khatian No. 201, Mouza Laskarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Alipore out of the Larger Property (hereinafter called the Second Mother Property).
- 16. AND WITEREAS Subsequent to the Deed of Partition, Pratibha Chandra Roy divided the entirety of the Second Mother Property into several plots.
- 17. AND WHEREAS Pratibha Chandra Roy by a Deed of Conveyance dated 30th August, 1982, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, being Deed No. 5135 for the year 1982, sold to Kanta Prasad Shaw, Lalta Prasad Shaw, Sant Prasad Shaw, Phool Chand Shaw, Mool Chand Shaw and Lal Chand Shaw (hereinafter collectively as Kamta Prasad Shaw And Others) All That Plot No. A, being land measuring 2 (two) cottah and 8 (eight) chittack, more or less, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as Plot A).
- 18. AND WHEREAS Kamta Prasad Shaw And Others by a Deed of Conveyance dated 9th February, 1996, registered in the Office of the Additional District Sub-Registrar, Sealdah, in Book No. I, Volume No. 7, at Pages 248 to 258, being Deed No. 264 for the year 1996, sold Plot A to Joydeep Mazumder, Aparajita Mazumder, Sudeep Mazumder, Nilothpaula Mazumder, Anil Tolasaria, Rekha Tolasaria, Ruchir Bosé and Pallabi Bose alias Poulami Bose (hereinafter collectively as Joydeep Mazumder And Others)

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- 19. AND WHEREAS Pratibla Chandra Roy by a Deed of Conveyance dated 1st September, 1982, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, Volume No. 319, at Pages 98 to 107, being Deed No. 12313 for the year 1982, sold to Debi Prasad Shaw, Ganesh Prasad Shaw, Naresh Prasad Shaw and Suresh Prasad Shaw (hereinafter collectively referred as Debi Prasad Shaw And Others) All That Plot No. D, being land measuring 4 (four) cottah, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as Plot D).
- 20. AND WHEREAS Debi Prasad Shaw And Others by a Deed of Conveyance dated 13th February, 1996, registered in the Office of the Additional District Sub-Registrar, Sealdah, in Book No. I, Volume No. 8, at Pages 47 to 61, being Deed No. 289 for the year 1996, sold Plot D to Joydeep Mazumder, Aparajita Mazumder, Sudeep Mazumder and Nilothpaula Mazumder, Anil Tolasaria, Rekha Tolasaria, Ruchir Bose and Pallabi Bose alias Poulami Bose (hereinafter collectively as Joydeep Mazumder And Others).
- AND WHEREAS Pratibha Chandra Roy by a Deed of Conveyance dated 30th August, 1982, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, Volume No. 125, at Pages 208 to 216, being Deed No. 5134 for the year 1982, sold to Bhagwati Prasad Shaw All That Plot No. E, being land measuring 1 (one) cottah and 8 (eight) chittack, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as Plot E).
- 22. AND WHEREAS Bhagwati Prasad Shaw died intestate leaving behind him surviving his wife Smt. Durga Devi and son namely Bikash Kumar Shaw as his only legal heirs and successors and no other person or persons as his only legal heirs and successors (hereinafter collectively referred as Durga Devi And Another)
- 23. AND WHEREAS Durga Devi And Another by a Deed of Conveyance dated 28th February, 1996, registered in the Office of the Additional District Sub-Registrar, Sealdah, in Book No. I, Volume No. 36, at Pages 94 to 110, being Deed No. 1450 for the year 1996, sold Plot E to Anil Tolasaria, Rekha Tolasaria, Ruchir Bose and Pallabi Bose alias Poulami Bose, Joydeep Mazumder, Aparajita Mazumder, Sudeep Mazumder and Nilothpaula Mazumder hereinafter collectively as Anil Tolasaria And Others).
- AND WHEREAS Pratibha Chandra Roy by a Deed of Conveyance dated 1st September, 1982, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, being Deed No. 5132 for the year 1982, sold to Deoraj Prasad Gupta and Prithvi Raj Gupta (hereinafter collectively referred as Deoraj Prasad GuptaAnd Another) All That Piot No. F, being land measuring 3 (three) cottah, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as Plot F).
- 25. AND WHEREAS Deoraj Prasad Gupta And Another by a Deed of Conveyance dated 9th February, 1996, registered in the Office of the Additional District Sub-Registrar, Sealdah, in



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Book No. I, Volume No. 7, at Pages 259 to 274, being Deed No. 265 for the year 1996, sold of Plot F to Anil Tolasaria, Rekha Tolasaria, Ruchir Bose and Pallabi Bose alias Poulami Bose, Joydeep Mazumder, Aparajita Mazumder, Sudeep Mazumder and Nilothpaula Mazumder (hereinafter collectively as Anil Tolasaria And Others).

- AND WHEREAS Pratibha Chandra Roy by a Deed of Conveyance dated 30th August, 1982, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, being Deed No. 5131 for the year 1982, sold to Lakhan Lal Baraiand Ashok Kumar Prasad (hereinafter collectively referred as Lakhan Lal Barai And Another) All That Plot No. G, being land measuring 2 (two) cottah, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as Plot G).
- 27. AND WHEREAS Lakhan Lal Barai And Another by a Deed of Conveyance dated 9th July, 1996, registered in the Office of the Additional District Sub-Registrar, Sealdah, in Book No. I, Volume No. 84, at Pages 23 to 40, being Deed No. 3266 for the year 1996, sold of Plot G to Anil Tolasaria, Rekha Tolasaria, Ruchir Bose and Pallabi Bose alias Poulami Bose, Joydeep Mazumder, Aparajita Mazumder, Sudeep Mazumder and Nilothpaula Mazumder (hereinafter collectively as Anil Tolasaria And Others).
- 28. AND WHEREAS Pratibha Chandra Roy by a Deed of Conveyance dated 1st September, 1982, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, Volume No. 319, at Pages 136 to 144, being Deed No. 12317 for the year 1982, sold to Hari Shaw and Govinda Prasad Gupta All That Plot No. I, being land theasuring 2 (two) cottah, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as Plot J).
- AND WHEREAS Govinda Prasad Gupta by a Deed of Conveyance dated 29th August, 1996, registered in the Office of the Additional District Sub-Registrar, Sealdah, in Book No. I, Volume No. 84, at Pages 77 to 96, being Deed No. 3269 for the year 1996, sold Plot J to Anil Tolasaria, Rekha Tolasaria, Ruchir Bose and Pallabi Bose alias Poulami Bose, Joydeep Mazumder, Aparajita Mazumder, Sudeep Mazumder and Nilothpaula Mazumder (hereinafter collectively as Anil Tolasaria And Others). Pertinent to mention herein that, though Hari Shaw was the owner of undivided ½ share of Plot J, but inadvertently the sale deed mentioned that entirety of Plot J was sold by Govinda Prasad Gupta.
- 30. AND WHEREAS after demise of Hari Shaw, by his son Pratap Kumar Shaw and wife Usha Bharati jointly sold by a Deed of Conveyance dated 5th September, 1996, registered in the Office of the Additional District Sub-Registrar, Sealdah, in Book No. I, Volume No. 84, at Pages 59 to 76, being Deed No. 3268 for the year 1996, sold their share in Plot J to Anil Tolasaria, Rekha Tolasaria, Ruchir Bose and Pallabi Bose alias Poulami Bose, Joydeep Mazumder, Aparajita Mazumder, Sudeep Mazumder and Nilothpaula Mazumder (hereinafter collectively as Anil Tolasaria And Others).



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- 31. AND WHEREAS Pratibha Chandra Roy by a Deed of Conveyance dated 1st September, 1982, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, being Deed No. 12316 for the year 1982, sold to Prem Chand Gupta, Om Prakash Gupta and Jai Prakash Gupta (hereinafter collectively referred as Prem Chand Gupta And Others) All That Plot No. K, being land measuring 2 (two) cottah, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as Plot K).
- 32. AND WHEREAS Prem Chand Gupta And Others by a Deed of Conveyance dated 9th July, 1996, registered in the Office of the Additional District Sub-Registrar, Sealdah, in Book No. I, Volume No. 84, at Pages 41 to 58, being Deed No. 3267 for the year 1996, sold undivided ½ (half) share of Plot K to Anil Tolasaria, Rekha Tolasaria, Ruchir Bose and Pallabi Bose alias Poulami Bose, Joydeep Mazumder, Aparajita Mazumder, Sudeep Mazumder and Nilothpaula Mazumder (hereinafter collectively as Anil Tolasaria And Others).
- 33. THUS, by virtue of the aforesaid purchases Joydeep Mazumder, Aparajita Mazumder, Sudeep Mazumder and Nilothpaula Mazumder (herein after Collectively as Joydeep Mazumder And Others) have become the owners of undivided ½ (half) share of Plot A, Plot B, Plot C, Plot D, Plot E, Plot F, Plot G, Plot J and Plot K, together with 12 feet wide common passage and Anil Tolasaria, Rekha Tolasaria, Ruchir Bose and Pallabi Bose alias Poulami Bose (hereinafter collectively as Anil Tolasaria And Others) have become the owners of undivided ½ (half) share of Plot A, Plot D, Plot E, Plot F, Plot G, Plot J and Plot K, together with 12 feet wide common passage.
- 34. AND WHEREAS Joydeep Mazumder And Others by a Deed of Conveyance dated 21st April, 2007, registered in the Office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, Volume No.1, at Pages I to 27, being Deed No, 4542 for the year 2007, sold to Aakooti Vinimoy Private Limited and Sun Club Vyapar Private Limited (collectively Aakooti Vinimay Private Limited And Another) undivided ½ (half) share of Plot A, Plot D, Plot E, Plot F, Plot G, Plot J and Plot K, together with 12 feet wide common passage, measuring about 8.5 (eight point five) cottah, i.e. 14.065 decimals, more or less.
- 35. THUS, Anil Tolasaria And Others, namely, Anil Tolasaria, Rekha Tolasaria, Ruchir Bose and Pallabi Bose *alias* Poulami Bose, remained seized and possessed of undivided ½ (half) share of Plot A, Plot D, Plot E, Plot F, Plot G, Plot I and Plot K, together with 12 feet wide common passage, each of them having undivided I/8th (one-eighth) share therein.
- Another) By a Deed of Conveyance dated 16th May, 2013, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, in Book No. I, CD Volume No. 9, at Pages 9246 to 9262, being Deed No. 4689 for the year 2013, jointly sold their undivided 1/4th (one-fourth) share in Plot G, measuring 8 (eight) chittack, more or less, out of 2 (two) cottah, more or less, together with 12 feet wide common passage, to Aakooti Vinimay Private Limited And Another.

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- AND WHEREAS Anil Tolasaria And Another by a Deed of Conveyance dated 16th May, 2013, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, in Book No. I, CD Volume No. 9, at Pages 9212 to 9228, being Deed No. 4691 for the year 2013, jointly sold their undivided 1/4th (one-fourth) share in Plot D, measuring 1 (one) cottah, more or less, out of 4 (four) cottah, more or less, together with 12 feet wide common passage, to Aakooti Vinimay Private Limited And Another.
- 38. AND WHEREAS Anil Tolasaria And Another by a Deed of Conveyance dated 16th May, 2013, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, in Book No. I, CD Volume No. 9, at Pages 9263 to 9281, being Deed No. 4693 for the year 2013, jointly sold their undivided 1/4th (one-fourth) share in Plot J, measuring 8 (eight) chittack, more or less, out of 2 (two) cottah, more or less, together with 12 feet wide common passage, to Aakooti-Vinimay Private Limited And Another.
- 39. AND WHEREAS Anil Tolasaria And Another by a Deed of Conveyance dated 16th May, 2013, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, in Book No. I, CD Volume No. 9, at Pages 9195 to 9211, being Deed No. 4694 for the year 2013, jointly sold their undivided 1/4th (one-fourth) share in Plot F, measuring 12 (twelve) chittack, more or less, out of 3 (three) cottah, more or less, together with 12 feet wide common passage, to Aakooti Vinimay Private Limited And Another.
- 40. AND WHEREAS Anil Tolasaria And Another by a Deed of Conveyance dated 16th May, 2013, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, in Book No. I, CD Volume No. 9, at Pages 9136 to 9152, being Deed No. 4688 for the year 2013, jointly sold their undivided 1/4th (one-fourth) share in Plot K, measuring 8 (eight) chittack, more or less, out of 2 (two) cottah, more or less, together with 12 feet wide common passage, to Aakooti Vinimay Private Limited And Another.
- 41. AND WHEREAS Anil Tolasaria And Another by a Deed of Conveyance dated 16th May, 2013, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, in Book No. I, CD Volume No. 9, at Pages 7525 to 7541, being Deed No. 4692 for the year 2013, jointly sold their undivided 1/4th (one-fourth) share in Plot E, measuring 6 (six) chittack, more or less, out of 1 (one) cottah and 8 (eight) chittack, more or less, together with 12 feet wide common passage, to Aakooti Vinimay Private Limited And Another.
- 42. AND WHEREAS Anil Tolasaria And Another by a Deed of Conveyance dated 16th May, 2013, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, in Book No. I, CD Volume No. 9, at Pages 9229 to 9245, being Deed No. 4690 for the year 2013, jointly sold their undivided 1/4th (one-fourth) share in Plot A, measuring 10 (ten) chittack, more or less, out of 2 (two) cottah and 8 (eight) chittack, more or less, together with 12 feet wide common passage, to Aakooti Vinimay Private Limited And Another.



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- 43. AND WHEREAS Pratibha Chandra Roy by a Deed of Conveyance dated 30th August, 1982, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, Volume No. 125, at Pages 198 to 207, being Deed No. 5133 for the year 1982, sold to Sheo Prasad Shaw, Thakur Prasad Shaw, Bhola Prasad Shaw and Shankar Prasad Shaw (hereinafter collectively referred as Sheo Prasad Shaw And Others) All That Plot No. H, being land measuring 3 (two) cottah, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as Plot H).
- 44. AND WHEREAS Sheo Prasad Shaw And Others by a Deed of Conveyance dated 9th December, 2005, registered in the Office of the Additional District Sub-Registrar, Sealdah, in Book No. I, Volume No. 77, at Pages 227 to 242, being Deed No. 1630 for the year 2005, sold the entirety of Plot H, to Ram Prasad Jaiswal.
- 45. AND WHEREAS Ram Prasad Jaiswal by a Deed of Conveyance dated 15th March, 2012, registered in the Office of the District Sub-Registrar-III, Alipore, in Book No. I, being Deed No. 2291 for the year 2012, sold the entirety of Plot H, to Aakooti Vinimay Private Limited And Another.
- 46. AND WHEREAS Pratibha Chandra Roy by a Deed of Conveyance dated 1st September, 1982, registered in the Office of the District Sub-Registrar, Alipore, in Book No. I, Volume No. 319, at Pages 108 to 117, being Deed No. 12314 for the year 1982, sold to Ram Awadh Shaw and Jitendra Prasad Shaw (hereinafter collectively referred as Ram Awadh Shaw And Another), land measuring 3 (three) cottah, 8 (eight) chittack, more or less, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as Plot C).
- 47. AND WHEREAS Ram Awadh Shaw And Another mutated their names in the records of B.L. & L.R.O. and also before the Kolkata Municipal Corporation, under Ward No.107, and Rlot No. C is known as Municipal Premises No.355, Laskarlat.
- 48. AND WHEREAS Ram Awadh Shaw, a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate on 18th April, 2005, leaving behind surviving his wife, Danpati Devi, 4 (four) sons, namely, Tarak Prasad Shaw, Paras Nath Shaw, Deepak Jaiswal, Dinesh Jaiswal, 2 (two) married daughters, namely, Lakhi Shaw and Kiran Jaiswal (collectively Legal Heirs Of Late Ram Awadh Shaw), as his only legal heirs and heiresses, who jointly inherited the entirety of Plot No. C.
- 49. AND WHEREAS the Legal Heirs Of Late Ram Awadh Shaw by a Deed of Conveyance dated 20th January, 2016, registered in the Office of the District Sub-Registrar III, Alipore, in Book No. I, Volume No. 1603-2016 at Pages 24002 to 24039 being Deed No. 712 for the year 2016, sold 50% of out of Plot C i.e. the land measuring 1 (one) cottah 12 (twelve) chittack, more or less, with R.T. shed structure measuring 100 (one hundred) square feet, more or less, to Shakespeare Promoters Private Limited.



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- 50. AND WHEREAS Pratibha Chaudra Roy by a Deed of Conveyance dated 1st September 1982, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, Volume No. 319, at Pages 118-126, being Deed No. 12315 for the year1982, sold to Mahendra Prasad Shaw, land measuring 1 (one) contah, 3 (three) chittack, more or less, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as Plot I).
- 51. AND WHEREAS Mahendra Prasad Shaw by a Deed of Conveyance dated10thth February, 2016, registered in the Office of the D.S.R III Alipore (South 24 Parganas), in Book No. I, Volume No. Volume No. 1603-2016, pages from 59467 59487, being Deed No. 1843 for the year 2016 sold the entirety of Plot No. I to Shakespeare Promoters Private Limited.
- 52. AND WHEREAS Pratible Chandra Roy by a Deed of Conveyance dated 30th August, 1982, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, Volume No. 125, at Pages 228 to 238, being Deed No. 5136 for the year 1982, sold to Shankar Prasad Shaw, land measuring 2 (two) coulah, more or less, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as Plot B).
- 53. AND WHEREAS Shankar Prasad Shaw by a Deed of Conveyance dated 16th February 2016, registered in the Office of the DSR III Alipore South 24 Parganas, in Book No. I, Volume No. 1603-2016, at Pages 88134 to 88154, being Deed No. 2837 for the year 2016, sold the entirety of Plot No. B to Shakespeare Promoters Private Limited.
- AND WITEREAS Ruchir Bose by a Deed of Conveyance dated 8th February, 2016, registered in the Office of the ARA-I, Kolkata, in Book No. I, Volume No. 1901-2016, at Pages 46073-46113, being Deed No.01278 for the year 2016, sold to Shakespeare Promoters Private Limited, Devrup Vanijya Private Limited And Others land measuring 2 (two) cottah 2 (two) chittack, more or less, out of the Second Mother Property together with a 12 feet wide common passage (hereinafter referred as Plot Nos. A,D,E,F,G,J,K).
- 55. AND WHEREAS Pallabi Bose by a Deed of Conveyance dated 8th February, 2016, registered in the Office of the ARA-I, Kolkata, in Book No. I, Volume No. 1901-2016, at Pages 46114-46153, being Deed No.01279 for the year 2016, sold to Shakespeare Promoters Private Limited, Devrup Vanijya Private Limited And Others land measuring 2 (two) cottah 2 (two) chittack, more or less, out of the Second Mother Property together with a 12 feet wide conunon passage (hereinafter referred as Plot Nos. A,D,E,F,G,J,K).

A.D.S.R., SEALDAH

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- AND WHEREAS Jitendra Prasad Shaw, by a Deed of Conveyance dated 24/08/2016, registered in the Office of the DSR III Alipore, South 24 Parganas, in Book No.I, Volume No. 1603-2016, at Pages 125226-125248, being Deed No. 04133 for the year 2016, sold to Devrup Vanijya Private Limited And Others 50% of the half portion of Plot C i.e. land measuring 1 (one) cottah 12 (twelve) chittack, more or less, out of the Second Mother Property together with a 12 feet wide common passage.
- 57. AND WHEREAS the Said Sun Club Vyappar Pvt. Ltd., Aakooti Vinimoy Private Limited, Shakespeare Promoters Private Limited, Rishabh Dev Builders Private Limited, Debrup Vanijya Pvt. Ltd.Rising Vanijya Pvt. Ltd. and Style Tradecom Pvt. Ltd. Jointly owner of Land area 26 cottahas 11 Chittacks 12.38 sq.ft. i.e. 44.14 decimals, more or less, comprised in R.S. Dag No. 393, recorded in R.S. Khatian No. 201, Mouza Lashkarhat, J.L. No. 11, Police Station Tiljala, District Sub-Registration Alipore out of the Second Mother Property.
- AND WHEREAS the Said Sun Club Vyappar Pvt. Ltd., Aakooti Vinimoy Private Limited, Shakespeare Promoters Private Limited, Rishabh Dev Builders Private Limited, Debrup Vanijya Pvt. Ltd. Rising Vanijya Pvt. Ltd., and Style Tradecom Pvt. Ltd. Jointly mutated their names in the concerned B.L. & L.R.O. The details are as follows:

R.S. Dag No. 393 under R.S. Khatian No. 201

Owners Name	Purchase area (in Decimals)	Mutated area (in decimals)	Converted Area (in Decimals)	
Sun Club Vyappar Pvt. Ltd.	13.0335	9.6068	9.6068	
Aakooti Vinimoy Private Limited	13.0335	9.6068	9.6068	
Shakespeare Promoters Private Limited	12.4546	3.3668	3.3668	
Rishabh Dev Builders Private Limited	1.4048	1.4048	1.4048	
Debrup Vanijya Pvt. Ltd.	1.4048	1.4048	1.4048	
Rising Vanijya Pvt. Ltd.	1.4048	1.4048	1,4048	
Style Tradecom Pvt. Ltd.	1,4048	1.4048	1.4048	
Total	44.14	28.1996	28.1996	

59. AND WHEREAS by following the due process of law, the said Owners have caused their separate land holdings to be amalgamated and assessed as a single assessable premises having Premises No. 1839, Laskarhat, Kolkata 700 039 in the records of Kolkata Municipal Corporation having Assessee No. 311070862479 and have caused their names to be mutated as against such single assessable premises.



A.D.S.R. SEALDAH

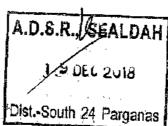
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Dist. South 24 Parganas

SCHEDULE C (CONSTRUCTION SPECIFICATIONS)

1.	FOUNDATION	R. C. Foundation resting on cast-in-situ reinforced concrete
		bored piles
2.	SUPERSTRUCTURE	Reinforced concrete framed structure using minimum M30
		grade concrete conforming to IS-456 and Fe 500 Steel
3,	WALLS	
	(a) External walls	Common Clay/Fly Ash/ and/or reinforced concrete walls
· · · · ·	(b) Common Area Internal	Common Clay/Fly Ash/ and/or reinforced concrete walls
	Walls	
4.	ULTIMATE ROOF	Reinforced concrete roof with appropriate water-proofing and
	· 3 · 1 · 4 · 6 · .	proper heat insulation system
5.	FINISHES	A MANAGEMENT
(a)	WALL	
<u> </u>	(1) Wall-Office Space &	Office & Showroom to be handed over as a shell with external
	Showrooms	brickwork & no plaster
• • •	(2)Wall-External	Cement & Sand Plaster with a combination of ACP cladding,
		Structural Glazing, Stone Cladding, cement paint and / or
		texture finish
	(3) Wall-Internal	ggalengew w
	(i) Corridors, Staircases,	Cement & Sand Plaster with neat POP punning/Gypsum Plaster
	Landing and other common	finished in two coats of Plastic Emulsion Paint
	areas	And the experience of the end of
	(ii) Car Park Areas	Cement & Sand Plaster/Gypsum Plaster finished with Cement
		Paint
	(iii) Ground Floor entrance	Cement & Sand Plaster/Gypsum Plaster finished in combination
	Lobby	of neat POP punning, texture paint and Marble or Granite
<u> 1</u>		cladding at designated areas
(b)	FLOOR	
	(1) Floor-Office Space &	Vitrified tiles/ or good quality tiles.
	Showrooms	·





	(2) Floor-Common Areas		
	(i) Staircases including landings	Finished in polished Kota stone / Green marble/Screed Concrete	
	and corridors at car park level		
	and typical floors		
	(ii) Lift Lobby	Homogeneous tile or kota stone with matching skirting with or	
		without inlay works at designated areas	
	(iii) Other Common Areas	Screed concrete	
6.	WINDOWS .	Standard Aluminium section casement windows (powder coated	
1.		/ anodised) with partially fixed and partially openable shutters	
		with 5mm to 6mm thick clear toughened float glass glazing	
7.	DOORS		
	(i) Staircases	Will be provided with Fire Control Doors	
	(ii) Toilet	Salwood door frame with 35mm thick flush shutters having	
		commercial faced inners painted with white enamel paint with	
		bathroom latch	
8.	ELECTRICAL INSTALLATION		
	(a) Office Space & Showrooms	Provided with main Distribution Box duly wired from the mains	
	(b) Toilet & Common Areas	Total concealed electrical wiring with electrolytic copper	
· .		conductors	
9.	WATER PROOFING	Water proofing to floors of Bathrooms, W.C., Planter Boxes,	
. ' ''		Terraces and Ultimate Roof	
10.	AIR CONDITIONING	Office & Showroom areas will be available with adequately	
		sized High Side of VRV system duly installed at extra cost	
11.	FIRE SUPPRESSION &	(i) Provision of adequate firefighting system with multiple wet	
	DETECTION	risers and fire sprinklers connected to separate Fire Reservoir.	
		Evacuation points and refuge platforms for human safety	
·		(ii) Web enabled fire detection system with facility for fire	
		repeater panels	
<u> </u>		(iii) Special smoke detectors and extraction fans	
		in common areas only	
12.	POWER & BACKUP	(i) 24x7 Power	
		(ii) 100% power backup for VRV system with additional	

backup to the extent of 2 watt per square foot of built up area



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Dist.-South 24 Parganas

		for offices and showrooms
13.	SAFETY & SECURITY	24x7 vigilance facility with CCTV cameras.
13.	SAFETT & SECOMIX	
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Execution: The parties have signed and executed these presents on the date, month and year first above written.

Signed, executed and delivered by the Owners

in the presence of:

Ashoka Business Systems Private Limited represented by its Director

Lucianna

Skylark Niwas Private Limited represented by its Director

Salasar Abasan Private Limited represented by its Director

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Shakespeare Promoters Private Limited, represented by its Director



A.D.S.R., SEALDAH

1 9 DEC 2018

Dist.-South 24 Parganas

Jamesta -

Rishabh Dev Builders Private Limited, represented by its Director

yangena-

Sun Club Vyapaar Frivate Limited, represented by its Director

James -

Aakooti Vinimoy Private Limited, represented by its Director

Vargetie

Style Tracom Private Limited, represented by its Director

Vorigalise

Rising Vanijya Private Limited, represented by its Director

Jamaha

Debrup Vanijya Private Limited, represented by its Director



A.D.S.R., SEALDAH

Dist.-South 24 Parganas

Signed, executed and delivered by the Developer in the presence of:

Witnesses:

- (1) Sunita Fingh
 (2) Rocha Achaya.

Droffed by:Snehalhi Sen.
Advocata:

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Dist.-South 24 Parganas

RECEIPTS AND MEMO OF CONSIDERATION

Received from the Developer a sum of Rs. 4,01,00,000/- (Rupees Four Crores and One Lakh Only) towards payment of the Security Deposit, in terms of Clause 6.3.1, in the following manner:

RTGS.	Date	Bank	Amount (Rs.)	Favoring
344236	20.07.18	Axis Bank	Rs. 17,00,000/-	Ashoka Business Systems Pvt.
RTGS/SK/UTIBR52	21.08.18	Axis Bank	Rs. 1,16,66,666/-	Ltd
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344234	20.07.18	Axis Bank	Rs. 17,00,000/-	Salasar Abasan Pvt. Ltd.
RTGS/SK/UTIBR52	21.08.18	Axis Bank	Rs. 1,16,66,667/-	
018082100350832/4	1	ļ		
11				
344235	20.07.18	Axis Bank	Rs. 17,00,000/-	Skylark Niwas Pvt. Ltd
RTGS/SK/UTIBR52	21.08.18	Axis Bank	Rs. 1,16,66,667/-	THE PARTY OF THE LIG
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Ashoka Business Systems Private Limited represented by its Director

Skylark Niwas Private Limited represented by its Director

Salasar Abasan Frivate Limited represented by its Director

Witnesses:

(1) Surila Singh 20, Lee Road, Kol-20 (2) Rashar Ahanya. 20, Lee Road Kalkata - 700020.

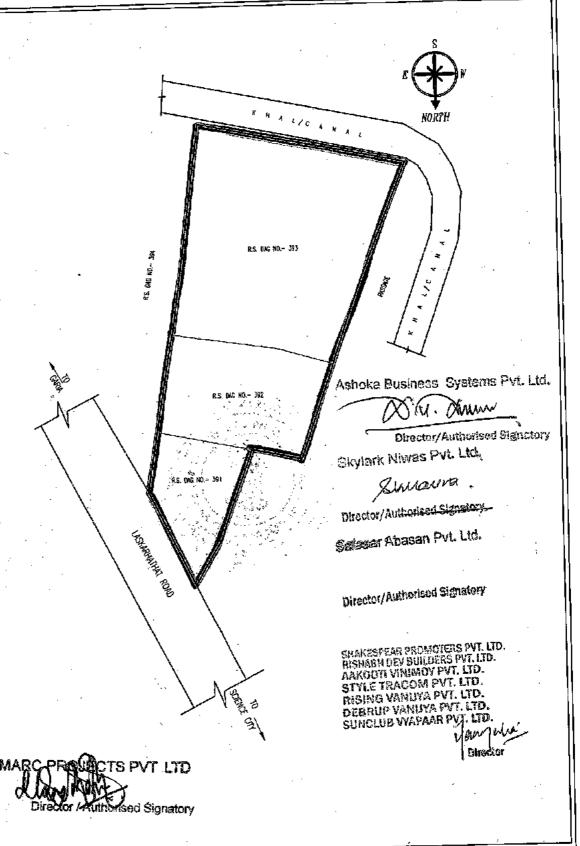


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Dist.-South 24 Parganas

SITE PLAN OF LAND MEASURING AN AREA 55 KATTHAS 7.19 SQFT MORE OR LESS, COMPRISING IN R.S. DAG NO. 391,392 & 393 UNDER R.S. KHATIAN NOS. 193, 194, 201 & 204 OF MOUZA— LASKARHAT, J.L. NO.—11, P.S.—LASKARHAT (KASBA), DIST.— 24 PRGS(S) WITH IN THE LIMITS OF WARD NO.—107 OF KOLKATA MUNICIPAL CORPORATION, MUNICIPAL PREMISES NO.—1839, LASKARHAT ROAD, KOLKATA—700039



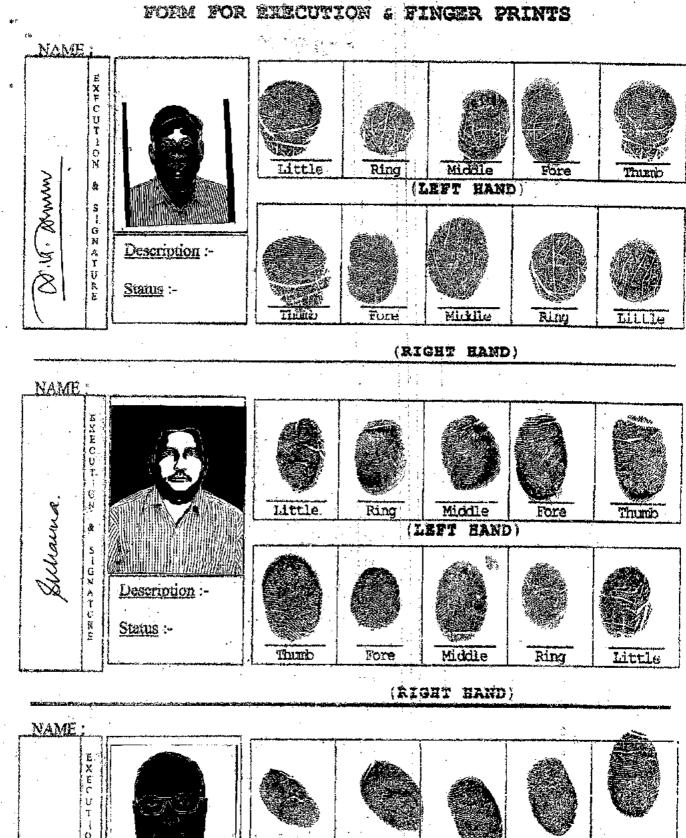
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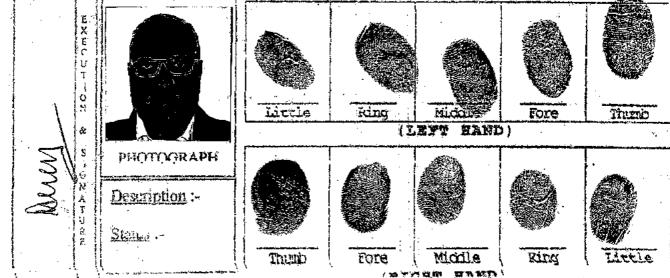


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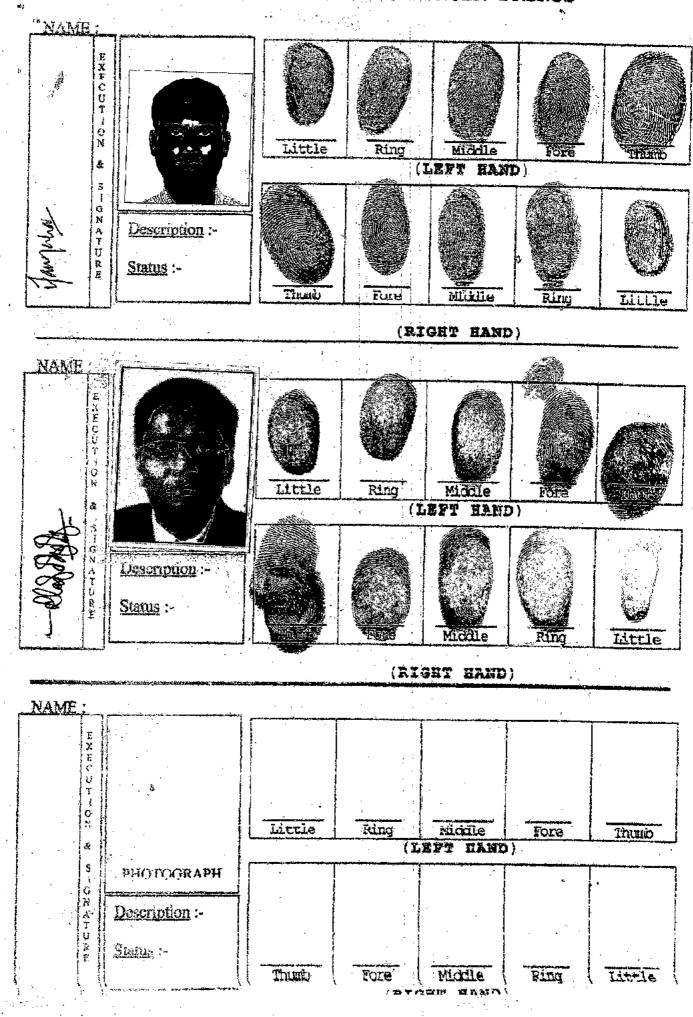






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FORM FOR EXECUTION 6 FINGER PRINTS



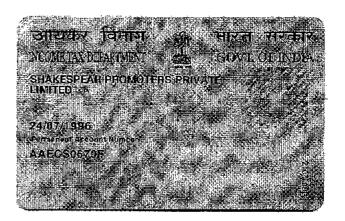


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Dist.-South 24 Parganas



SHAKESPEAR PROMOTERS PYT. LTO.

Director

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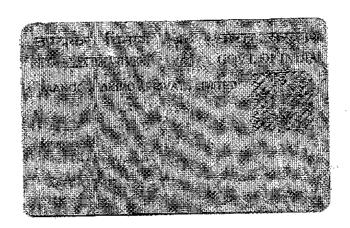
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AAGC RIZAGB

RISHABH DEV BUILDERS PYT. LTD.

Director



AAKOOTI VINIMOY PVT. LTD.

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Director

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STYLE TRACOM PVT. LTD

RISING VANIJYA PYT. LTD

Diractor |

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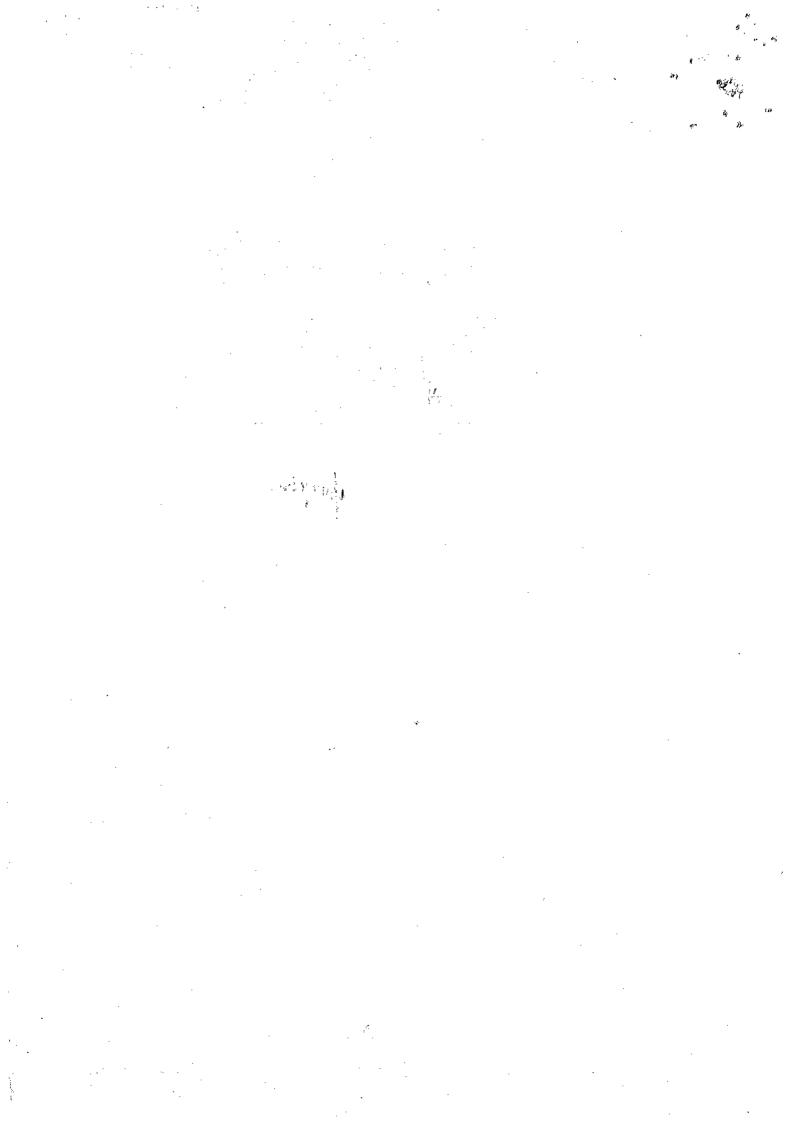
DEBRUP VANIJYA PVT. LTD.

Director

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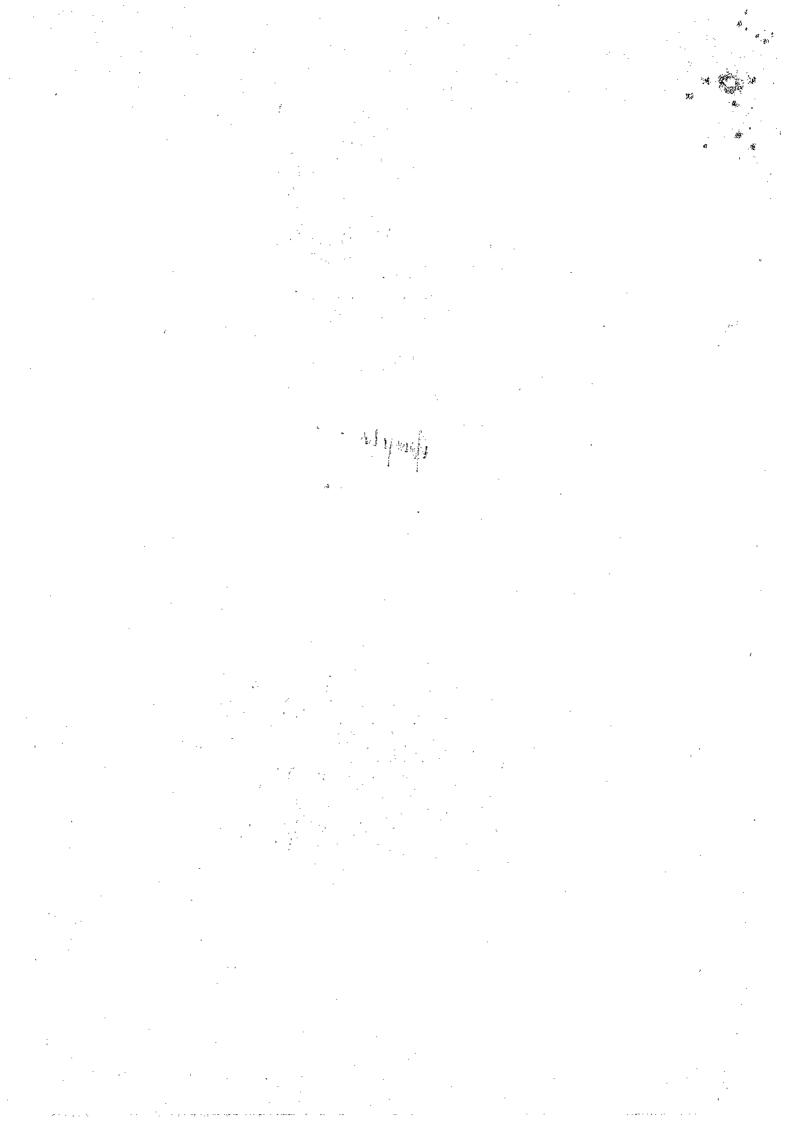
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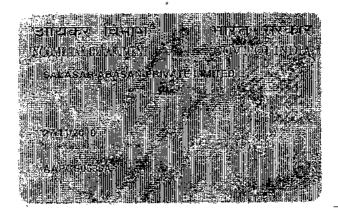
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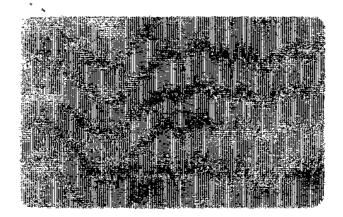
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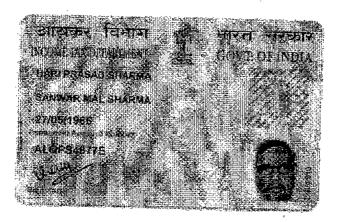




Salasar Abasan Pvt. Ltd.

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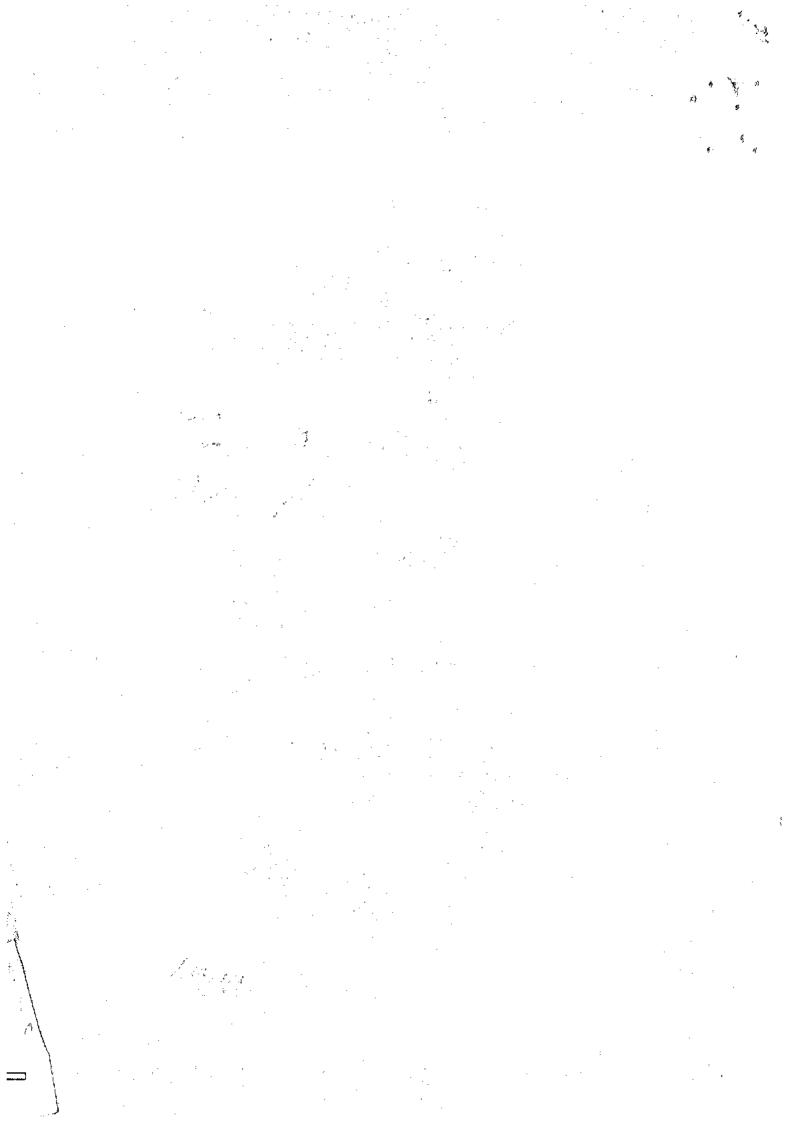
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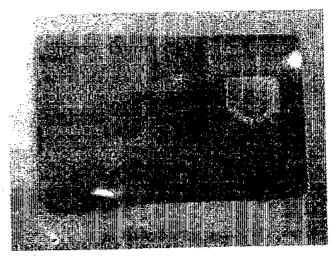


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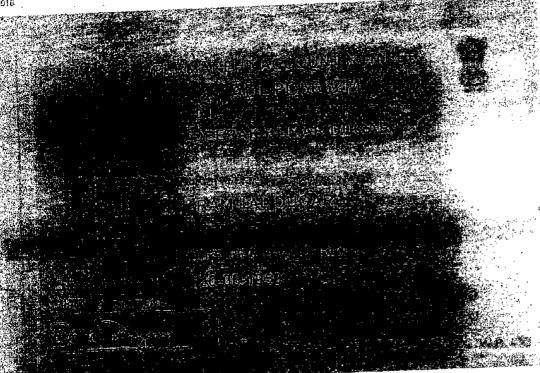
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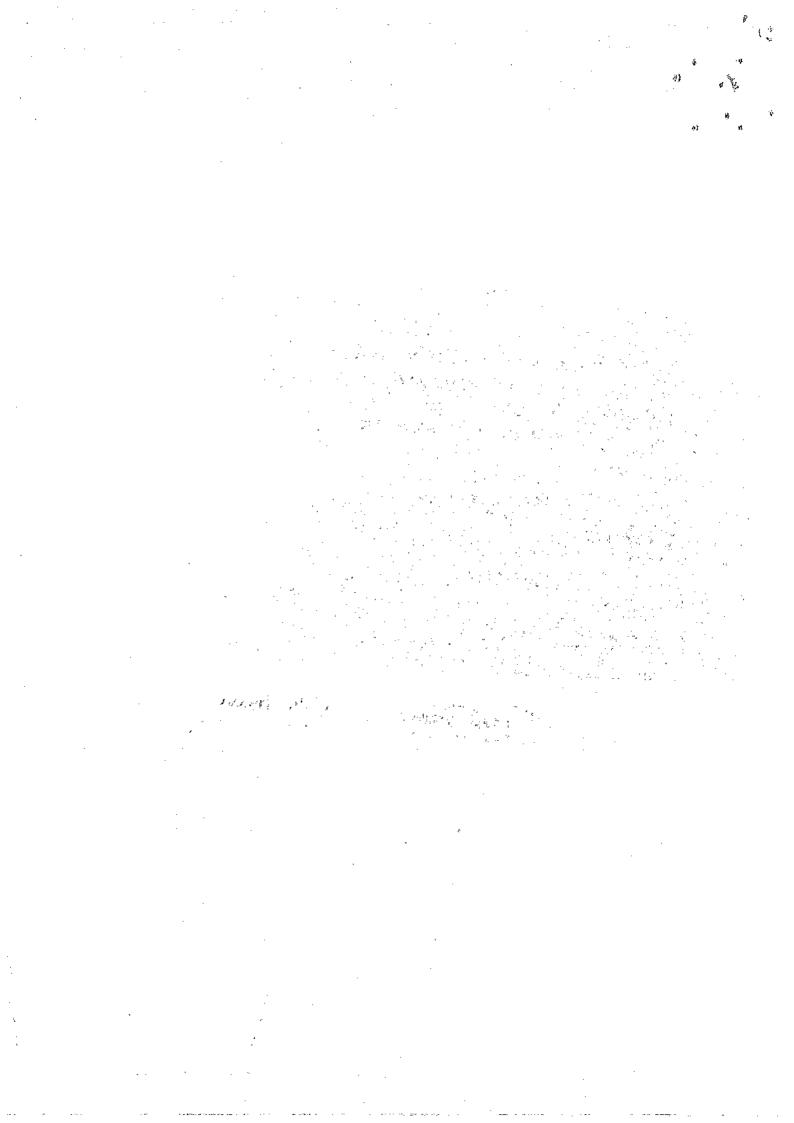
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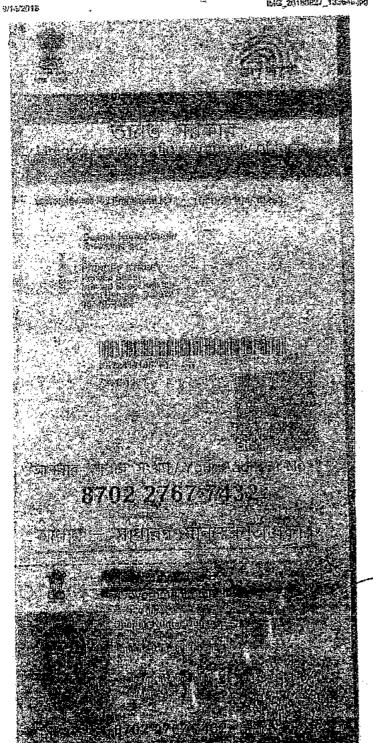
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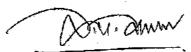
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भारत सरकार GOVT. OF INDIA

SKYLARK NIWAS PRIVATE LIMITED

29/07/2009

Permanent Account Number

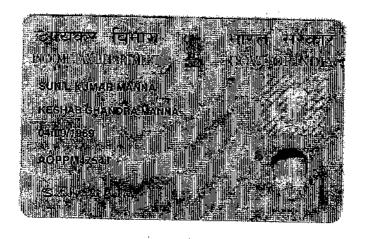
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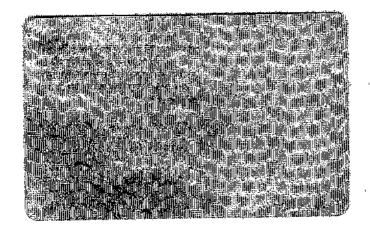
Junana. Director/Authorised Signatory

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PRIMARC PROJECTS PRIVATE LIMITED

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PRIMARC PROJECTS RVT LTD

Director Authorised Signatory



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

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GRN Date: 18/12/2018 15:21:52

Payment Mode

Online Payment

BRN:

Bank:

AXIS Bank

9809500

BRN Date:

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DE POSTIOR'S DETAILS

ld No.: 16060001904721/7/2018

Name:

PRIMARC PROJECTS PRIVATE LIMITED

[Query No./Query Year]

Contact No.:

E-mail:

+91 9830073676

Address:

6A ELGIN ROAD 2ND FLOOR KOLKATA 700020

Applicant Name:

Org S JALAN COMPANY

Office Name:

Office Address:

Status of Depositor:

Purpose of payment / Remarks

ale, Development Agreement or Construction agreement

Payment No 7

AYMENT DETAILS

Si. Identificații No. No.		Flead oi A/C	Amouni 3
1 16060001904721/7/2018	Property Registration- Stamp duty	0030-02-103-003-02	
2 18060001904721/7/2018	Property Registration- Registration Fees	0030-03-104-001-16	75021 401021

Total

476042

In Words:

Rupees Four Lakh Seventy Six Thousand Forty Two only

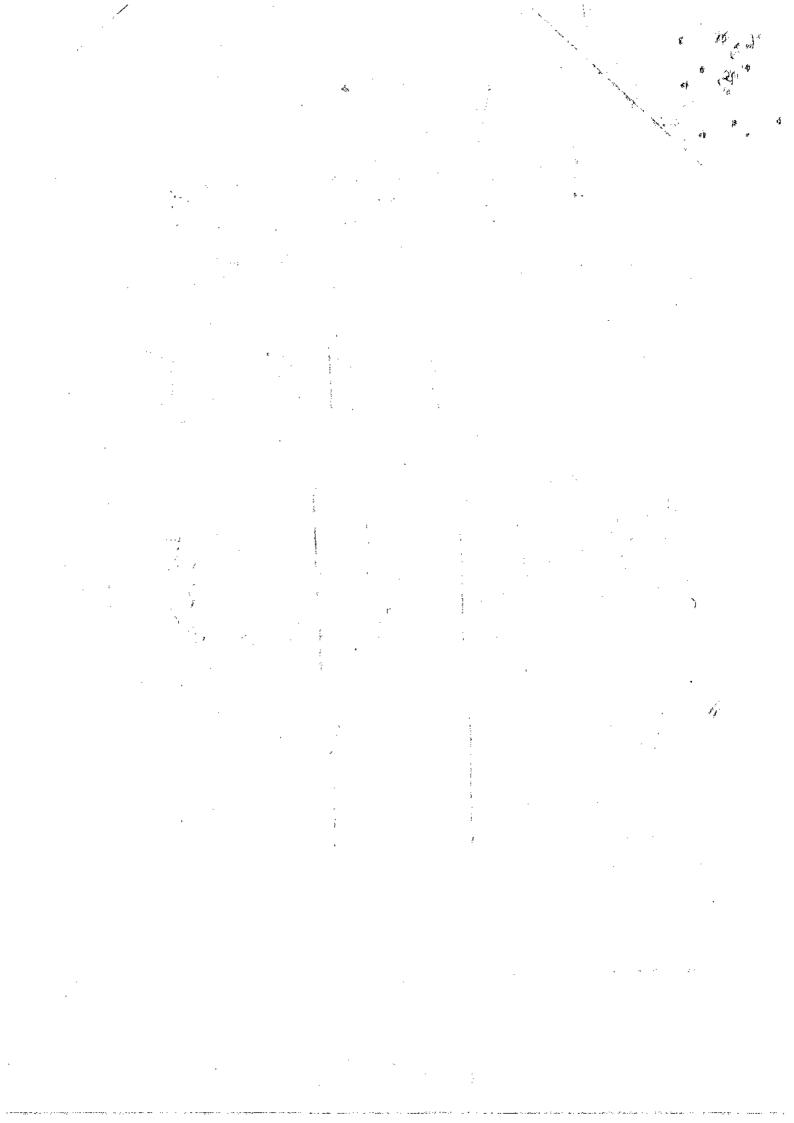
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Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue OFFICE OF THE A.D.S.R. SEALDAH, District Name :South 24-Parganas Signature / LTI Sheet of Query No/Year 16060001904721/2018

SI No.	T. W. WACCHIGH	Category	n(s) admitting the Execution	Finger Print	Signature with
1	Mr DEEPAK KUMAR DUGAR 9, PRINCEP STREET, GROUND FLOOR, P.O:- BOWBAZAR, P.S:- Bowbazar, District:- Kolkata, West Bengal, India, PIN - 700072	Represent ative of Land Lord (ASHOKA BUSINES S SYSTEMS PRIVATE LIMITED]			Mil. Ormann 19/12/21/91
Si No.	Name of the Executant	Category	Photo	Finger Print	Signature with
 1 5 0	MANNA 26A,H/9,RAM KAMAL STREET, P.O:- KIDDERPORE, P.S:- Wattgunge, District:- South 24-Parganas,	Represent ative of Land Lord ISKYLAR K NIWAS PRIVATE IMITED			State (9-12:2018
SI 1 <u>0.</u>	Name of the Executant	ategory	Photo	Finger Print	Signature with
Si P. Si Bi So We	HARMA 20, LEE OAD, FLAT NO. 501, O:- Lala Lajpat Rai arani, P.S:- nawanipore, District:- outh 24-Parganas,	epresent ative of and Lord SALASA R BASAN RIVATE			Absorball N. A.



્રી. Signature of the Person(s) admitti

SI	Name of the Executa-	I. Signature of the Person(s) e of the Executant Category	tung the Execution	n at Private Residence.	
No.	The Executant	Category	Photo	Finger Print	Signature with
4	Mr RAHUL NANGALIA 32C NEW ROAD, P.O:-	Represent ative of			date
	Imarganas, West Bengal,	Land Lord [SHAKES PEAR			12
	India, PIN - 700027	PROMOT ERS PRIVATE			an esse
	ļt.	IMITED] [RISHAB			2
		H DEV BUILDER			
		S RIVATE			
		MITED]			
	\v	CLUB APAAR RIVATE			
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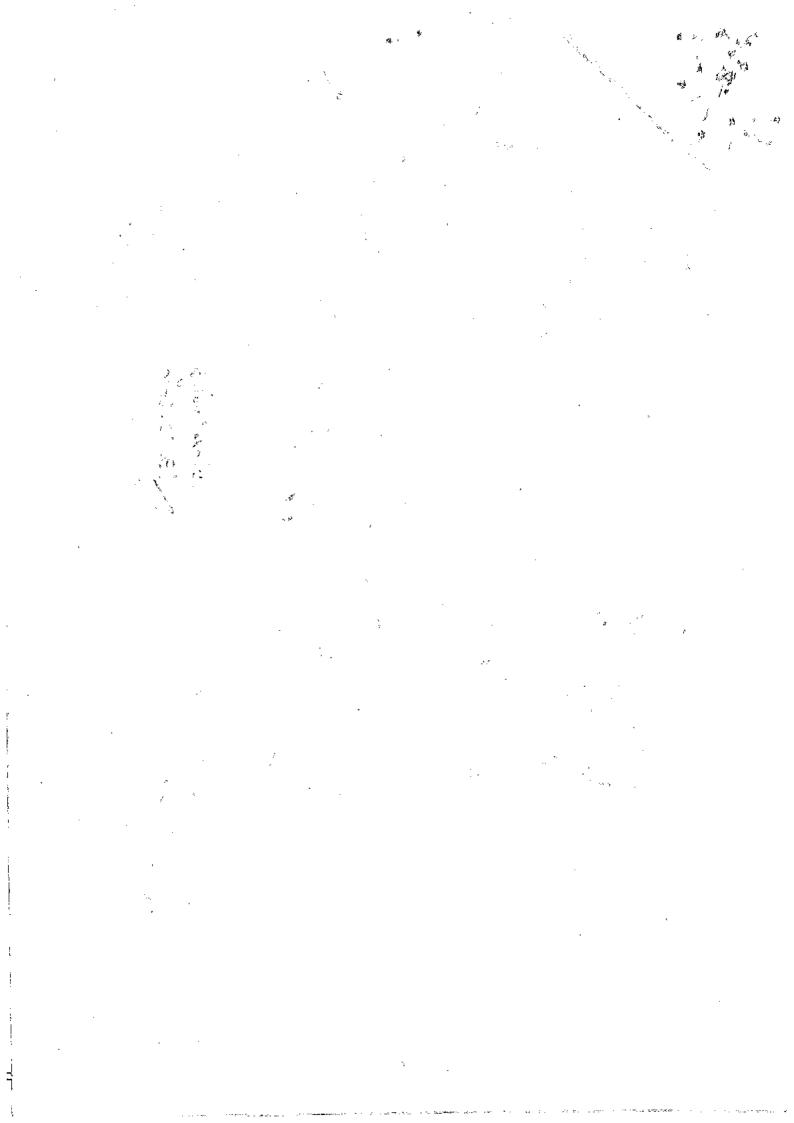
1. Signature of the Person(s) admitting the Ex

No.	Name of the Executant	Categor	on(s) admitting the Execution Photo	Finger Print	Signature with
	vvest Bengal, Indía, PIN 700019	Represer ative of Develope [PRIMAR C PROJECT S PRIVATE			date & 102 21
SI Vo.	Name and Address of id		Identifier of		Signature with
M 10 P. Dis	Son of Late BIBHUTI BHUSAN MUKHERJEE		Mr DEEPAK KUMAR DUGAR, KUMAR MANNA, Mr HARI PR SHARMA, Mr RAHUL NANGA SIDHARTH PANSARI	Mr SUNIL ASAD LIA, Mr	9. 12. 20 (8

(Kaushik Ray) ADDITIONAL DISTRICT

SUB-REGISTRAR OFFICE OF THE A.D.S.R. SEALDAH

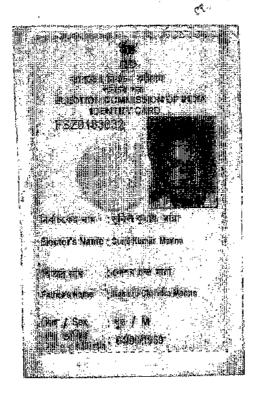
South 24-Parganas, West Bengal



SUNCLUB VYAPAAR PVT. LTD.

Warnelor

Director



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DATED THIS DAY OF

2018

BETWEEN

ASHOKA BUSINESS SYSTEMS PRIVATE LIMITED & ORS.

...OWNERS

AND

PRIMARC PROJECTS PRIVATE LIMITED

"DEVELOPER

DEVELOPMENT AGREEMENT

S. JALAN & COMPANY ADVOCATES 10, OLD POST OFFICE STREET 3rd FLOOR, RIGHT WING KOLKATA 700 001

Major Information of the Deed

Deed No:	I-1606-00870/2019	Date of Registration 01/03/2019
Query No / Year	1606-0001904721/2018	Office where deed is registered
Query Date	17/12/2018 8:12:34 PM	A.D.S.R. SEALDAH, District: South 24-Parganas
Applicant Name, Address & Other Details	S JALAN COMPANY 10 OLD POST OFFICE STREET	Thana: Hare Street, District: Kolkata, WEST lo.: 9836315836, Status: Solicitor firm
Transaction :		Accitional Transaction
[0110] Sale, Development A agreement	greement or Construction	[4305] Other than immovable Property, Declaration [No of Declaration : 2], [4311] Other than immovable Property, Receipt [Rs : 4,01,00,000/-]
Set Forth value		Market Value :
		Rs. 9,33,95,938/-
Stampituty Pald(SD)		Registration Fee Paid
Rs. 75,071/- (Article:48(g))		Rs. 4,01,021/- (Article:E, E, B)
Remarks	Received Rs. 50/- (FIFTY only) area)	from the applicant for issuing the assement slip.(Urban

Land Details:

District: South 24-Parganas, P.S.- Tiljala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Laskarhat, Premises No. 1839, Ward No. 107 Pin Code: 700039

Sch No		Khatian Number		Use ROR	Area of Land	SetForth	Market	Objer Details
L1			Bastu	7	55 Katha 7.19 Sq Ft		9,33,95,938/-	Property is on
L	Grand	Total:	· · · · · · · · · · · · · · · · · · ·		90.7665Dec	0 /-	933,95,938 /-	Road

Land Lord Details:

SI No	Name,Address,Photo,Finger print and Signature
1	ASHOKA BUSINESS SYSTEMS PRIVATE LIMITED DUGAR HOUSE, 9 PRINCEP STREET, GROUND FLOOR, P.O:- BOWBAZAR, P.S:- Bowbazar, District;- Kolkata, West Bengal, India, PIN - 700072, PAN No.:: AACCA1649Q, Status Organization, Executed by: Representative, Executed by: Representative
	SKYLARK NIWAS PRIVATE LIMITED 9A, RAJA BASANTA ROY ROAD, P.O TOLLYGUNGE, P.S Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700026, PAN No.:: AANCS5886N, Status :Organization, Executed by: Representative,
3	SALASAR ABASAN PRIVATE LIMITED 20. O.C. GANGULY SARANI, GROUND FLOOR, P.O LALA LAJPAT RAI SARANI, P.S Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN - 700020, PAN No.:: AAPCS0535A, Status :Organization, Executed by: Representative, Executed by: Representative
4	SHAKESPEAR PROMOTERS PRIVATE LIMITED 184, HARISH MUKHERJEE ROAD, FIRST FLOOR, P.O KALIGHAT, P.S Kalighat, District:-South 24- Parganas, West Bengal, India, PIN - 700026, PAN No.:: AAECS0670F, Status: Organization, Executed by: Representative, Executed by: Representative

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5	RISHABH DEV BUILDERS PRIVATE LIMITED 216, MAHATMA GANDHI ROAD, P.O:- BURROBAZAR, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700007, PAN No.:: AACCR1746B, Status :Organization, Executed by: Representative, Executed by:
6	SUN CLUB VYAPAAR PRIVATE LIMITED 135, FORESHORE ROAD, P.O:- SHIBPUR, P.S:- Shibpur, District:-Howrah, West Bengal, India, PIN - 711102, PAN No.:: AADCS6552M, Status :Organization, Executed by: Representative, Executed by: Representative
7	AAKOOTI VINIMOY PRIVATE LIMITED 135,FORESHORE ROAD, P.O:- SHIBPUR, P.S:- Shibpur, District:-Howrah, West Bengal, India, PIN - 711102, PAN No.:: AAFCA3251M, Status:Organization, Executed by: Representative, Executed by: Representative
8	STYLE TRACOM PRIVATE LIMITED 135,FORESHORE ROAD, P.O:- SHIBPUR, P.S:- Shibpur, District:-Howrah, West Bengal, India, PIN - 711102, PAN No.:: AAJCS9470N, Status::Organization, Executed by: Representative, Executed by: Representative
9	RISING VANIJYA PRIVATE LIMITED 135, FORESHORE ROAD, P.O:- SHIBPUR, P.S:- Shibpur, District:-Howrah, West Bengal, India, PIN - 711102, PAN No.:: AADCR3074M, Status :Organization, Executed by: Representative, Executed by: Representative
10	DEBRUP VANIJYA PRIVATE LIMITED 135, FORESHORE ROAD, P.O:- SHIBPUR, P.S:- Shibpur, District:-Howrah, West Bengal, India, PIN - 711102, PAN No.:: AACCD3872G, Status: Organization, Executed by: Representative, Executed by: Representative

Developer Details:

	Name,Address,Photo;Finger print and Signature
1	PRIMARC PROJECTS PRIVATE LIMITED 6A, ELGIN ROAD, P.O:- LALA LAJPAT RAI SARANI, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020, PAN No.:: AADCP8058P, Status:Organization, Executed by: Representative
	Total Congarinzation, Executed by Representative

Representative Details:

í lo	Name, Address, Photo, Finger	print and Signatu	r e			
1	Mr DEEPAK KUMAR DUGAR					
	Son of Mr RAMLAL DUGAR 9	PRINCEP STREET	T GROUND ELO	OOR, P.O:- BOWBAZAR, P.S:-		
	Business, Citizen of: India, , F	AN No.:: ADLPD	5632M Status R	enresentative. Penresentative at		
	Business, Citizen of: India, , PAN No.:: ADLPD5632M Status : Representative, Representative of : ASHOKA BUSINESS SYSTEMS PRIVATE LIMITED (as AUTHORISED SIGNATORY)					
- 4	ANNAM ANNOVALE VOINTE MANAMENT					
	Son of Late KESHAB CHANDR	A MANNA 26A,H/9	RAM KAMAL ST	REET, P.O:- KIDDERPORE, P.S:-		
	Occupation: Business, Citizer Representative of SKYLARK	of: India, , PAN N	No.:: AQPPM4754	J Status : Representative		
<u> </u>	The second of th	TAINAO EKIVA I	= LIMITED (as AL	THORISED SIGNATORY)		
١,	A MARINE TO THE TOTAL PROPERTY OF THE PROPERTY	⊕ "sPhoto ".	e Filmskirt Stimble			
J.	Mr HARI PRASAD SHARMA	#HERMAN HARMAN CONTROL				
	Con of the Catherine		1			
į	Son of Late SANWARMAL					
	Son of Late SANWARMAL SHARMA			Marian -		
	Son of Late SANWARMAL SHARMA Date of Execution - 19/12/2018, , Admitted by:			Dens		
	Son of Late SANWARMAL SHARMA Date of Execution - 19/12/2018, , Admitted by: Self, Date of Admission:			Denz		
	Son of Late SANWARMAL SHARMA Date of Execution - 19/12/2018, , Admitted by: Self, Date of Admission: 01/03/2019, Place of			Dens		
	Son of Late SANWARMAL SHARMA Date of Execution - 19/12/2018, , Admitted by: Self, Date of Admission:	Mar 1 2019 3:15PM		Denz		



20, LEE ROAD, FLAT NO. 501, P.O.- Lala Lajpat Rai Sarani, P.S.- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALQPS4877E Status: Representative, Representative of: SALASAR ABASAN PRIVATE LIMITED (as AUTHORISED SIGNATORY)

4 Mr RAHUL NANGALIA

Son of Mr SHYAM SUNDAR NANGALIA 32C NEW ROAD, P.O:- ALIPORE, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ACXPN5609F Status: Representative, Representative of: SHAKESPEAR PROMOTERS PRIVATE LIMITED (as AUTHORISED SIGNATORY), RISHABH DEV BUILDERS PRIVATE LIMITED (as AUTHORISED SIGNATORY), SUN CLUB VYAPAAR PRIVATE LIMITED (as AUTHORISED SIGNATORY), AAKOOTI VINIMOY PRIVATE LIMITED (as AUTHORISED SIGNATORY), STYLE TRACOM PRIVATE LIMITED (as AUTHORISED SIGNATORY), RISING VANIJYA PRIVATE LIMITED (as AUTHORISED SIGNATORY), RISING (as AUTHORISED SIGNATORY)

5 Mr SIDHARTH PANSARI (Presentant)
Son of Mr. NAND KISHORE PANSARI 7,LOVELOCK STREET, P.O.- BULLYGUNGE, P.S.- Bullygunge,
District:-South 24-Parganas, West Bengal, India, PIN - 700019, Sex: Male, By Caste: Hindu,
Occupation: Business, Citizen of: India, , PAN No.:: AFYPP8910K Status: Representative,
Representative of: PRIMARC PROJECTS PRIVATE LIMITED (as AUTHORISED SIGNATORY)

Identifier Details:

Mr ASHOKE MUKHERJEE Son of Late BIBHUTI BHUSAN MUKHERJEE 10 OLD POST OFFICE STREET, P.O:- GPO, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001		i jager			
Identifier Of Mr DEEPAK KUMAR DUGA NANGALIA, Mr SIDHARTH PANSARI	R, Mr SUNIL	KUMAR MANI	NA, Mr HARI PRAS	SAD SHARMA, M	r RAHUL



	fer of property for 14	To with and Alexander				
1	ASHOKA BUSINESS	To, with area (Name-Area) PRIMARC PROJECTS PRIVATE LIMITED-11.5661 Dec				
·	SYSTEMS PRIVATE LIMITED	§				
2	SKYLARK NIWAS PRIVATE LIMITED	PRIMARC PROJECTS PRIVATE LIMITED-11.5661 Dec				
3	SALASAR ABASAN PRIVATE LIMITED	PRIMARC PROJECTS PRIVATE LIMITED-11.5681 Dec				
4	SHAKESPEAR PROMOTERS PRIVATE LIMITED	PRIMARC PROJECTS PRIVATE LIMITED-3.35089 Dec				
5	RISHABH DEV BUILDERS PRIVATE LIMITED	PRIMARC PROJECTS PRIVATE LIMITED-8.38389 Dec				
6	SUN CLUB VYAPAAR PRIVATE LIMITED	PRIMARC PROJECTS PRIVATE LIMITED-9.59089 Dec				
7	AAKOOTI VINIMOY PRIVATE LIMITED	PRIMARC PROJECTS PRIVATE LIMITED-9.59089 Dec				
8	STYLE TRACOM PRIVATE LIMITED	PRIMARC PROJECTS PRIVATE LIMITED-8,38389 Dec				
9	RISING VANIJYA PRIVATE LIMITED	PRIMARC PROJECTS PRIVATE LIMITED-8.38389 Dec				
10	DEBRUP VANIJYA PRIVATE LIMITED	PRIMARC PROJECTS PRIVATE LIMITED-8.38389 Dec				

Endorsement For Deed Number: I - 160600870 / 2019

f)n 48 4929n48

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

(Allany ...

Kaushik Ray ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SEALDAH

South 24-Parganas, West Bengal

On 19-12-2018

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

Presented for registration at 16:50 hrs on 19-12-2018, at the Private residence by Mr SIDHARTH PANSARI

Admission of Execution (Under Section 58, W.B. Registration Rules, 1982) [Representative]

Execution is admitted on 19-12-2018 by Mr DEEPAK KUMAR DUGAR, AUTHORISED SIGNATORY, ASHOKA BUSINESS SYSTEMS PRIVATE LIMITED (Others), DUGAR HOUSE, 9 PRINCEP STREET, GROUND FLOOR, P.O.-BOWBAZAR, P.S.-Bowbazar, District:-Kolkata, West Bengal, India, PIN - 700072

Indetified by Mr ASHOKE MUKHERJEE, , , Son of Late BIBHUTI BHUSAN MUKHERJEE, 10 OLD POST OFFICE STREET, P.O. GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by



Execution is admitted on 19-12-2018 by Mr SUNIL KUMAR MANNA, AUTHORISED SIGNATORY, SKYLARK NIWAS PRIVATE LIMITED (Others), 9A, RAJA BASANTA ROY ROAD, P.O.- TOLLYGUNGE, P.S.- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700026

Indetified by Mr ASHOKE MUKHERJEE, , , Son of Late BIBHUT, BHUSAN MUKHERJEE, 10 OLD POST OFFICE STREET, P.O. GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Execution is admitted on 19-12-2018 by Mr RAHUL NANGALIA, AUTHORISED SIGNATORY, SHAKESPEAR PROMOTERS PRIVATE LIMITED (Others), 184, HARISH MUKHERJEE ROAD, FIRST FLOOR, P.O.- KALIGHAT, P.S.- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700026; AUTHORISED SIGNATORY, RISHABH DEV BUILDERS PRIVATE LIMITED (Others), 216, MAHATMA GANDHI ROAD, P.O.- BURROBAZAR, P.S.- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700007; AUTHORISED SIGNATORY, SUN CLUB VYAPAAR PRIVATE LIMITED (Others), 135, FORESHORE ROAD, P.O.- SHIBPUR, P.S.- Shibpur, District:-Howrah, West Bengal, India, PIN - 711102; AUTHORISED SIGNATORY, AAKOOTI VINIMOY PRIVATE LIMITED (Others), 135, FORESHORE ROAD, P.O.- SHIBPUR, P.S.- Shibpur, District:-Howrah, West Bengal, India, PIN - 711102; AUTHORISED SIGNATORY, RISING VANIJYA PRIVATE LIMITED (Others), 135, FORESHORE ROAD, P.O.- SHIBPUR, P.S.- Shibpur, District:-Howrah, West Bengal, India, PIN - 711102; AUTHORISED SIGNATORY, RISING VANIJYA PRIVATE LIMITED (Others), 135, FORESHORE ROAD, P.O.- SHIBPUR, P.S.- Shibpur, District:-Howrah, West Bengal, India, PIN - 711102; AUTHORISED SIGNATORY, DEBRUP VANIJYA PRIVATE LIMITED (Others), 135, FORESHORE ROAD, P.O.- SHIBPUR, P.S.- Shibpur, District:-Howrah, West Bengal, India, PIN - 711102

indetified by Mr ASHOKE MUKHERJEE, , , Son of Late BIBHUTI BHUSAN MUKHERJEE, 10 OLD POST OFFICE STREET, P.O: GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Execution is admitted on 19-12-2018 by Mr SIDHARTH PANSARI, AUTHORISED SIGNATORY, PRIMARC PROJECTS PRIVATE LIMITED (Others), 6A, ELGIN ROAD, P.O.- LALA LAJPAT RAI SARANI, P.S.- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020

Indetified by Mr ASHOKE MUKHERJEE, , , Son of Late BIBHUTI BHUSAN MUKHERJEE, 10 OLD POST OFFICE STREET, P.O. GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

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Kaushik Ray ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SEALDAH

South 24-Parganas, West Bengal

On 21-12-2018

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 4,01,021/- (B = Rs 4,01,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 4,01,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/12/2018 3:25PM with Govt. Ref. No. 192018190318750981 on 18-12-2018, Amount Rs: 4,01,021/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 9809500 on 18-12-2018, 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

1. Stamp: Type: Impressed, Serial no 20797, Amount: Rs.50/-, Date of Purchase: 31/10/2018, Vendor name: SUBHANKAR DAS

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/12/2018 3:25PM with Govt. Ref. No: 192018190318750981 on 18-12-2018, Amount Rs: 75,021/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 9809500 on 18-12-2018, Head of Account 0030-02-103-003-02

along.

Kaushik Ray
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SEALDAH

South 24-Parganas, West Bengal

On:01-03-2019

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.

Admission of Execution (Under Section 58, W.B. Registration Rules, 1982) [Representative]

Execution is admitted on 01-03-2019 by Mr HARI PRASAD SHARMA, AUTHORISED SIGNATORY, SALASAR ABASAN PRIVATE LIMITED (Others), 20. O.C. GANGULY SARANI, GROUND FLOOR, P.O:- LALA LAJPAT RAI SARANI, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020

Indetified by Mr Omprakash Pandey, , , Son of Late Ramashankar Pandey, 11 Priyonath Mallick Rd, P.O: Bhawanipore, Thana: Bhawanipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700025, by caste Hindu, by profession Business

1 Klang

Kaushik Ray
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SEALDAH
South 24-Parganas, West Bengal

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1606-2019, Page from 32438 to 32518
being No 160600870 for the year 2019.



Digitally signed by KAUSHIK ROY Date: 2019.03.08 15:42:43 +05:30 Reason: Digital Signing of Deed.

Ray.

(Kaushik Ray) 08-03-2019 15:36:33 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SEALDAH West Bengal.

(This document is digitally signed.)