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*Chin*  
 14/9/2019  
 Additional Registrar of Assurances-IV, Kolkata

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

*Chin*  
 Additional Registrar of Assurances-IV, Kolkata

14 SEP 2019

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT IS MADE THIS 10<sup>TH</sup> DAY OF SEPTEMBER, TWO THOUSAND NINETEEN.**

BETWEEN

3439

19 JUN 2019

Serial No: \_\_\_\_\_  
 Name: Vara Housing Developments LLP  
14, N.S. RD, Hilltop  
 Address: Kol-1  
B, Lyons Range, Kolkata- 700 001  
 Date: \_\_\_\_\_ Licensed Stamp Vendor  
B. BACH

19 JUN 2019



*[Handwritten signature]*

19 JUN 2019

*[Handwritten signature]*  
 Advocate  
 High Court, Calcutta  
*[Handwritten initials]*

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

GRN: 19-201920-007324551-1      Payment Mode: Online Payment  
 GRN Date: 14/09/2019 10:30:50      Bank: State Bank of India  
 BRN: IKDAFFUWNS      BRN Date: 14/09/2019 10:31:48

**DEPOSITOR DETAILS**

Id No. : 19040001478887/2/2019

(Query No./Query Year)

Name : VARA HOUSING DEVELOPER LLP  
 Contact No. :      Mobile No. : +91 9836301234  
 E-mail :  
 Address : 14 N.S ROAD KOLKATA 700001  
 Applicant Name : M S ROYCHOWDHURY  
 Office Name :  
 Office Address :  
 Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

**PAYMENT DETAILS**

Sl. No.	Identification No.	Head of A/C	Amount (₹)
1	19040001478887/2/2019	Property Registration- Stamp duty	75021
2	19040001478887/2/2019	Property Registration- Registration Fees	112215

**Total**

187236

In Words : Rupees, One Lakh Eighty Seven Thousand Two Hundred Thirty Six only



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5-11-2019

- (1) **EARTHPURE REALTY LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN **AAF-5824**, and Income Tax PAN No. **AAFFE6343R**, having its registered office at CF - 131, Sector - 1, Salt Lake City, Kolkata 700064, Police Station - North Bidhannagar, Post Office - Bidhannagar, represented by its **Authorized Signatory Sri Piyush Kheria** son of Sri Subhas Kumar Kheria, residing at CF - 131, Sector - 1, Salt lake City, Kolkata 700064, Police Station - North Bidhannagar, Post Office - Bidhannagar, having Pan No. **AJEPK9227G**, having Aadhar Card No. **272907790777**, authorised vide a resolution dated 31<sup>st</sup> May, 2019.
- (2) **JAGATGURU INFRA LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN **AAH-2030**, and Income Tax PAN No. **AAMFJ2326C**, having its registered office at 66, Jatindra Mohan Avenue, 1st Floor, Kolkata 700005, Police Station - Shyampukur, Post Office - Hatkhola, represented by its **Authorized Signatory Sri Piyush Kheria** son of Sri Subhas Kumar Kheria, residing at CF - 131, Sector - 1, Salt lake City, Kolkata 700064, Police Station - North Bidhannagar, Post Office - Bidhannagar, having Pan No. **AJEPK9227G**, having Aadhar Card No. **272907790777**, authorised vide a resolution dated 31<sup>st</sup> May, 2019.
- (3) **KISHAN BUILDCON LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN **AAH-2031**, and Income Tax PAN No. **AAQFK8450N**, having its registered office at 66, Jatindra Mohan Avenue, 1st Floor, Kolkata 700005, Police Station - Shyampukur, Post Office - Hatkhola, represented by its **Authorized Signatory Sri Piyush Kheria** son of Sri Subhas Kumar Kheria, residing at CF - 131, Sector - 1, Salt lake City, Kolkata 700064, Police Station - North Bidhannagar, Post Office - Bidhannagar, having Pan No. **AJEPK9227G**, having Aadhar Card No. **272907790777**; authorised vide a resolution dated 31<sup>st</sup> May, 2019.
- (4) **RAMSWAROOP ESTATE LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN **AAH-2034**, and Income Tax PAN No. **AAUFR5028D**, having its registered office at 66, Jatindra Mohan Avenue, 1st Floor, Kolkata 700005, Police Station - Shyampukur, Post Office - Hatkhola, represented by its **Authorized Signatory Sri Piyush Kheria** son of Sri Subhas Kumar Kheria, residing at CF - 131, Sector - 1, Salt lake City, Kolkata 700064, Police Station - North Bidhannagar, Post Office - Bidhannagar, having Pan No. **AJEPK9227G**, having Aadhar Card No. **272907790777**, authorised vide a resolution dated 31<sup>st</sup> May, 2019.
- (5) **ATTRIBUTE BUILD WORTH PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN



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- U70102WB2012PTC187871, and Income Tax PAN No. AALCA0701C, having its registered office at 17, Ganesh Chandra Avenue, 3rd Floor, Kolkata - 700013, Police Station - Bow Bazar, Post Office - Bow Bazar, represented by its **Authorized Signatory Sri Piyush Kheria** son of Sri Subhas Kumar Kheria, residing at CF - 131, Sector - 1, Salt lake City, Kolkata 700064, Police Station - North Bidhannagar, Post Office - Bidhannagar, having Pan No. AJEPK9227G, having Aadhar Card No. 272907790777, authorised vide a board resolution dated 31<sup>st</sup> May, 2019.
- (6) **SINGLE POINT COMMOSALE PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U74999WB2011PTC162437, and Income Tax PAN No. AAQCS0064B, having its registered office at 17, Ganesh Chandra Avenue, 3rd Floor, Kolkata - 700013, Police Station - Bow Bazar, Post Office - Bow Bazar, represented by its **Authorized Signatory Sri Piyush Kheria** son of Sri Subhas Kumar Kheria, residing at CF - 131, Sector - 1, Salt lake City, Kolkata 700064, Police Station - North Bidhannagar, Post Office - Bidhannagar, having Pan No. AJEPK9227G, having Aadhar Card No. 272907790777, authorised vide a board resolution dated 31<sup>st</sup> May, 2019.
- (7) **SINGLE POINT AGENCIES PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U74999WB2011PTC162438, and Income Tax PAN No. AAQCS0062H, having its registered office at 17, Ganesh Chandra Avenue, 3rd Floor, Kolkata - 700013, Police Station - Bow Bazar, Post Office - Bow Bazar, represented by its **Authorized Signatory Sri Piyush Kheria** son of Sri Subhas Kumar Kheria, residing at CF - 131, Sector - 1, Salt lake City, Kolkata 700064, Police Station - North Bidhannagar, Post Office - Bidhannagar, having Pan No. AJEPK9227G, having Aadhar Card No. 272907790777, authorised vide a board resolution dated 31<sup>st</sup> May, 2019.
- (8) **CAPETOWN TRADELINK PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U51909WB2007PTC119786, and Income Tax PAN No. AADCC2394R, having its Registered Office at 49A, Tollygunge Circular Road, Kolkata - 700 053, Police Station - New Alipore, Post Office - New Alipore, represented by its **Authorized Signatory Sri Piyush Kheria** son of Sri Subhas Kumar Kheria, residing at CF - 131, Sector - 1, Salt lake City, Kolkata 700064, Police Station - North Bidhannagar, Post Office - Bidhannagar, having Pan No. AJEPK9227G, having Aadhar Card No. 272907790777, authorised vide a board resolution dated 31<sup>st</sup> May, 2019.



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- (9) **UTSAV VINIMAY PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CIN U51109WB2005PTC104119, and Income Tax PAN No. AAACU8248B, having its Registered Office at 14 Netaji Subhas Road, 4<sup>th</sup> Floor, Kolkata - 700001, Police Station - Hare Street, Post Office - G.P.O., represented by its **Authorized Signatory Sri Piyush Kheria** son of Sri Subhas Kumar Kheria, residing at CF - 131, Sector - 1, Salt lake City, Kolkata 700064, Police Station - North Bidhannagar, Post Office - Bidhannagar, having Pan No. **AJEPK9227G**, having Aadhar Card No. 272907790777, authorised vide a board resolution dated 31<sup>st</sup> May, 2019.
- (10) **PURTI PROJECT PRIVATE LIMITED**, a company existing under the provisions of the Companies Act, 2013, having CTN U70101WB2006PTC110324, and Income Tax PAN No. AAECF1264C, having its Registered Office at 14 Netaji Subhas Road, Kolkata - 700001, Police Station - Hare Street, Post Office - G.P.O., represented by its **Authorized Signatory Sri Piyush Kheria** son of Sri Subhas Kumar Kheria, residing at CF - 131, Sector - 1, Salt lake City, Kolkata 700064, Police Station - North Bidhannagar, Post Office - Bidhannagar, having Pan No. **AJEPK9227G**, having Aadhar Card No. 272907790777, authorised vide a board resolution dated 31<sup>st</sup> May, 2019.

collectively hereinafter referred to as the "**Owners**" (which expression shall mean only the Owners and each of their respective successors-in-interest, their heirs, executors, legal representatives administrators and / assigns) of the **One Part**

**And**

**VARA HOUSING DEVELOPERS LLP**, a Limited Liability Partnership, having Registration Number AAM-6374, having PAN No. AAQFV4879A, having its registered office at 14, Netaji Subhas Road, 4<sup>th</sup> Floor, Kolkata 700001, Police Station - Hare Street, Post Office - GPO, represented by its **Designated Partner Sri Mahesh Agarwal** son of Sri Gokul Chand Agarwal, residing at 49A, Tollygunge Circular Road, Kolkata 700053, Police Station - New Alipore, Post Office - New Alipore, having Pan No. ADBPA1190P, having Aadhar Card No. 712134317914, authorized vide partners resolution dated 06<sup>th</sup> June, 2019, hereinafter referred to as the "**Developer**" (which expression shall mean and include its successors-in-interest and/or permitted assigns) of the **Other Part**:

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

**WHEREAS:**



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ADDITIONAL REGISTRAR  
OF ASSURANCES

4 SEP 2019

- A. Each of the Owners represent as follows:
- (i) the Owners are respectively the full and absolute owners of their respective several identified demarcated pieces and parcels of land, which land parcels are contiguous and continuous with/to each other, and are of varied classifications and varied measurements, collectively admeasuring 92.6661 (Ninety Two point Six Six Six One) decimals more or less, equivalent to 56.06 cottahs more or less, comprised in R.S. & L.R. Dag Nos. 1395, 1396, 1397, 1410, 1411 & 1412 and appertaining to L.R. Khatian Nos. 2300, 2474, 2557, 2402, 2478, 2475, 2476, 2477, 2479 and 2480, situated at Mouza Thakdari, J.L. No. 19, Police Station New Town, Under Bidhannagar Municipal Corporation, Being Municipal Ward No. 27, District North 24 Parganas, Kolkata 700102, as described in Second Schedule herein (collectively "Subject Land", and individually / independently "Land Parcel");
  - (ii) each of the concerned Owners have acquired title to their respective Land Parcels, by and under their respective Title Deeds;
  - (iii) each of the Land Parcels are free from all Encumbrances and have been in the respective vacant, peaceful and physical possession of the concerned Owners;
  - (iv) each of the Land Parcels are collectively contiguous, continuous and adjacent to each other, capable of being amalgamated/consolidated into and/or developed as a single plot of land.
- B. Each of the Owners being respectively desirous of commercially exploiting their respective Land Parcels, and in view of each of the Land Parcels being continuous to and/or adjoining each other, each of the Owners decided/agreed to collectively develop and/or to cause collective development of the Subject Land as a composite development, with the intent and object of generating and reaping greater profits and revenues for the mutual benefit and advantage of each of the Owners.
- C. The Developer is engaged in the business of real estate development, having the infrastructure, man power and financial means, and the Owners being desirous that the Developer undertake *inter alia* the development of the Subject Land, the Parties have mutually agreed on certain terms and conditions pertaining *inter alia* to the commercial exploitation of the Subject Land and the grant in favour of the Developer by each of the Owners of several rights, interests etc. including the Development Rights in respect of the Subject Land, all in lieu of *inter alia* a mutually agreed consideration, and are thus desirous of recording the same in writing, as stated herein.



ADDITIONAL REGISTRAR  
OF ASSURANCES IV, KOLKATA  
06 SEP 2019

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

### **Article 1 Definitions**

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

- 1.1 **"Abutting Land"** shall mean land measuring 89.00 decimal in R.S. and L.R. Dag No. 1391, Mouza Thakdari, J.L. No. 19, Police Station New Town, Under Bidhannagar Municipal Corporation, Being Municipal Ward No. 27, District North 24 Parganas, Kolkata 700102.
- 1.2 **"Abutting Land Owners"** shall mean Owners of the Abutting land mentioned above.
- 1.3 **"Agreement"** shall mean this Agreement together with each of the Schedules and /or Annexures stated herein and/or attached hereto and /or incorporated herein by reference or otherwise, as the case may be, as may be amended in writing by the Parties from time to time by way of letters and/or supplemental agreements and/or addenda to the Agreement.
- 1.4 **"Applicable Law(s)"** shall mean and include all applicable Indian laws, statutes, enactments, acts of legislature or parliament, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, orders, binding actions etc. of any Governmental Authority, tribunal, board, court, as updated or revised or amended from time to time.
- 1.5 **"Commonly Used Areas and Facilities"** shall mean the access roads, commonly used areas and portions of the Project as also the commonly used facilities and infrastructure, which may be made available by the Developer to the Intending Transferee(s) to access and/or facilitate the use and enjoyment of the Project, each as determined and specifically identified by the Developer at its sole and absolute discretion.
- 1.6 **"Conversion"** shall mean the issuance of the certificate by the concerned competent authority in this regard, granting the approval for conversion of the



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land use of a particular Land Parcel from its recorded use to housing complex / commercial use.

- 1.7 "Deposits" shall mean each of the amounts levied/charged/imposed/received by the Developer from an Intending Transferee as deposits and/or as sinking funds, corpus deposits etc. by whatever name called, for the installation as also for the on-going maintenance and management of *inter alia* the electrical infrastructure, the water connections, generator, all facilities serving the Project, municipal rates and taxes, commercial surcharge, land revenue, duties, charges and other outgoings, and the proportionate costs and expenses for the maintenance and management of the Commonly Used Areas And Facilities including the proportionate share of *inter alia* the municipal rates and taxes, commercial surcharge and land revenue in respect of the Commonly Used Areas And Facilities, and further all other deposits applicable to/imposed on the Intending Transferee(s), each as determined by the Developer at its sole and absolute discretion, the frequency, quantum and heads whereof shall be determined by the Developer from time to time at its sole and absolute discretion and will be held by the Developer till the same (subject to such deductions as may be applicable) are transferred to the Organisation or made over to anybody/authority, statutory or otherwise.
- 1.8 "Developer's Event of Default" shall mean as below
- 1.8.1 the Developer fails to take any steps in respect of the Project for 6 (Six) months from date of sanction of plan and all other clearances for commencement of construction and/or work on the Project stops/is stopped by the Developer for 6 (Six) months continuously despite the Owners having fulfilled and complied with each of their obligations as stipulated herein to the satisfaction of the Developer;
- 1.8.2 the Developer has an order of bankruptcy, dissolution, liquidation or winding-up being passed against it.
- 1.9 "Development Rights" in the context of each Land Parcel and/or the Subject Land shall mean and include all rights, titles, interests and privileges therein and the constructions thereon, which rights, interest and privileges shall include without limitation, *inter alia*, the right to:
- (a) enter into and/or access each of the Land Parcels without any hindrance, impediment, restriction, prohibition etc. for the specific purpose of developing, constructing and completing the Project, on the clear and unequivocal understanding that on and from the date of completion of the



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Project as certified by the concerned authority, the Owners and the Developer shall be deemed to be in/retain joint legal physical possession of each of the aforesaid, save and except the areas if any already handed over to any Intending Transferee(s);

- (b) commercially exploit the Subject Land by way of execution and implementation of the Project thereon, and to deal with the Project in terms of this Agreement;
- (c) determine at its sole discretion, the scheme of development of the Project, the nature, design and components of the Project as also the mode and manner of execution and implementation thereof, on the understanding that the Project will be constructed with the basic specifications as detailed in the First Schedule hereunder written, on the clear and unequivocal understanding and agreement that such specifications may be altered and/or changed and/or modified and/or substituted as may be required by the Developer from time to time at its absolute discretion with any other specifications of like or more or less similar or better value and/or nature and/or type, and the decision of the Developer in this regard shall be final and binding;
- (d) have the Subject Land surveyed, and the soil tested;
- (e) prepare and make necessary applications to the relevant Governmental Authorities and/or other bodies/authorities and/or to revise, modify or amend such applications, with the assistance of the Owners, or as the constituted attorney of the Owners, as the case may be, as may be determined by the Developer from time to time at its sole discretion, for the smooth execution and implementation of the Project including for obtaining connections of water, electricity and all other utilities and facilities as also permits for cement, steel and other controlled building materials, if any;
- (f) prepare and/or cause to be prepared the plans of/for the Project including the revisions, alterations, modifications etc. thereto as the Developer may deem fit and proper, and furthermore to make necessary applications for the approval, sanction, modification, revision, addition, alteration etc. of such plan(s), and to sign, execute and deliver all writings, undertakings and agreements as may be necessary in connection with the aforesaid;
- (g) appoint architects, surveyors, engineers (civil, structural, mechanical, electrical amongst others), contractors, specialists, valuers, consultants, agencies, service providers and other Person(s) in connection with the execution and implementation of the Project, on the understanding that an



REGISTRAR OF COMPANIES  
BANGALORE  
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architect of good repute will be appointed for the Project, each of whom shall have the unhindered, unimpeded and unrestricted right to enter into and/or access each of the Land Parcels;

- (h) construct and/or lay internal roads, drainage facilities, water supply facilities, sewage disposal facilities and electricity supply lines;
- (i) determine from time to time, at its discretion, the mode, manner and calculation of the built-up area and the super built-up area of the several spaces to comprise the Project;
- (j) carry out the publicity and marketing of the Project, and the sales of every part and portion of the Project area in such a manner as may be determined by the Developer;
- (k) sell and/or Transfer and/or create any manner of right, title or interest over/in respect of the Project in pursuance of this Agreement, at such prices, on such terms and conditions and in favour of such Person(s) as the Developer may determine;
- (l) sell, convey and otherwise Transfer, dispose of, alienate, deal with, assign, lease, grant licenses etc. and/or create Third Party rights over/in/in respect of any part or portion of the Project, in such a manner as the Developer may deem fit and proper including the right to convey, Transfer, dispose of the same (in pursuance of the powers granted herein and/or in pursuance of this Agreement), and to execute all agreements, deeds, documents in respect thereof, to receive and deal with the proceeds and/or the revenues generated there from/in respect thereof, in the manner stipulated in this Agreement;
- (m) secure the occupancy certificate, completion certificate, approvals, certificates, consents relating to fire, sewage, airport clearance, environmental clearance and all other certificates/approvals/licenses/consents required for the execution and implementation of the Project;
- (n) develop the Project under the brand name of the Developer and/or its associates/ affiliates, as the Developer may determine at its discretion, and to display and advertise the name, brand name etc. of the Developer and/or its associates/ affiliates at such parts and portions of the Subject Land, as the Developer may deem fit and proper;
- (o) establish such new entity(ies) as the Developer may determine to assume the obligations, liabilities and costs connected with the management and



maintenance of the Project and/or to entrust/assign/delegate such obligations, liabilities and costs to such entity(ies) as may be determined by the Developer;

(p) do, execute and perform such other acts, deeds, things etc. as may be required to ensure the smooth execution, implementation and completion of the Project, including those incidental and/or related to any of the rights stated herein, without any objection being raised by and/or on behalf of the Owners on any ground whatsoever or howsoever.

1.10 "Developer's Share" shall have the meaning ascribed to such term in Clause 4.3 (ii) of this agreement.

1.11 "Encumbrances" in so far it relates to each Land Parcel shall mean mortgages, pledges, equitable interests, hypothecations, encumbrances, title defects, title retention agreements, liens, charges, dispendens, liabilities, claims, demands, prohibitions, wakfs, debutors, trusts, bargadars, bhagchasis, occupants, tenancies, thika tenancies, leases, trespassers, encroachments, acquisitions, requisitions, attachments, alignments, Third Party claims etc. whatsoever or howsoever, commitments, restrictions, prohibitions or limitations of any nature including restriction on use, transfer or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, and/or any agreement, whether conditional or otherwise, to create any of the same.

1.12 "Execution Date" shall mean the date of execution of this Agreement.

1.13 "Extra Charges" shall mean the extra amounts paid by and the reimbursements received from an Intending Transferee by the Developer towards any extra charges, Club Charges, generator charges together with the charges and expenses allied/related thereto, charges towards electrical infrastructure, VRV-AC charges, charges/fees towards/in lieu of having sanctioned any deviations in the construction from the sanctioned plan(s) as stipulated in the relevant statute governing the same, legal fees, legal expenses, stamp duty, registration fees etc., each as determined by the Developer at its sole and absolute discretion.

1.14 "Force Majeure" shall mean any delay, obstruction, interference, impediment, obstacle etc. whatsoever in the work of construction or in the performance by the Developer of any of its obligations stipulated herein, resulting from any cause which has or may reasonably be expected to have a material adverse effect on the Developer's rights or duties to perform its obligations under this Agreement including any delay, obstruction, interference etc. caused by:



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- i) fire or explosion;
- ii) natural calamity, any act of God, earthquake, lightning, flood, environmental issues and/or any other unforeseeable severe weather conditions;
- iii) riots, civil disturbances, insurrection, enemy action, embargoes, blockades or war (declared or undeclared), civil commotion, terrorist action, litigation, bandh, armed conflict, curfew, acts of government and/or of any Governmental Authority;
- iv) non-availability and/or irregular and/or delayed supply/availability essential inputs, water, electricity, sewerage disposal, any connection(s) from the concerned authority etc.;
- v) injunctions or orders or restrictions of/imposed by any government entity/ Governmental Authority;
- vi) any prohibitory order, notice, rule or notification of/from the court and/or sanctioning authorities and/or any of the Governmental Authorities and/or statutory bodies and/or the municipal corporation/municipality and any other authority, statutory or otherwise;
- vii) delay due to any application under any of the applicable building rules;
- viii) delay in decisions/clearances/approvals/connections/permissions from any statutory and/or other authorities/bodies and/or by any Governmental Authority;
- ix) any other circumstances beyond the control of the Developer and/or beyond the anticipation of the Developer.

1.15 **"Governmental Authority"** shall mean: (a) any national, state, city, municipal or local government, governmental authority/ regulatory authority; and/or (b) any agency or instrumentality of any of the authorities referred to in (a) above; and/or (c) any non-governmental regulatory or administrative authority, body or other organization, to the extent that the rules, regulations, standards, requirements, procedures or orders of such authority, body or other organization have the force of law; and/or (d) any competent court or tribunal; and/or.

1.16 **"Intending Transferee"** shall mean any Person intending to acquire: (a) any manner/ nature of right, title or interest in any identified unit/constructed space at the Project; and/or (b) the permission to park vehicle(s) at vehicle parking space(s) at the Project as identified by the Developer.

1.17 **"Land Parcel"** shall have the meaning ascribed to such term in Recital A (i) of this Agreement.

1.18 **"Organisation"** shall mean the entity caused to be formed by the Developer as and when determined by the Developer, the nature, composition, constituents, structure etc. whereof shall be determined by the Developer, which entity shall be



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entrusted *inter alia* with the maintenance, management, upkeep and administration of the Project and such other roles, responsibilities and obligations as may be determined by the Developer.

1.19 "Outgoings" shall mean all the rates, taxes, property taxes, assessments, land revenue and all other outgoings by whatsoever name called, payable in respect of each of the Land Parcels, each together with interest and penalty thereon, if any.

1.20 "Owners' Event of Default" shall mean as below:

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

1.20.1.2 on it being ascertained that any part or portion of any Land Parcel is not free from Encumbrance(s) and/or the title thereof is not clear and/or marketable and/or the same suffers from any defect, issue etc. as ascertained by the Developer;

1.20.1.3 failure of the Owners to carry out the Title Rectification within the Rectification Period to the complete satisfaction of the Developer;

1.20.1.4 any of the Owners commit any default or breach of any of the covenants and/or undertakings contained in this Agreement and/or of any provision of this Agreement, whether by way of any acts of omission or commission;

1.20.1.5 any misrepresentation made by any of the Owners;

1.20.1.6 any wilful misconduct by any of the Owners;

1.20.2 any of the Owners has:

1.21.2.1 a liquidator or provisional liquidator appointed over its assets or undertaking or any part of them; and/or

1.21.2.2 ceased to pay its debts or suspended payment generally or become or be unable to pay its debts as and when they become due and payable; and/or

1.21.2.3 entered into or resolved to enter into an arrangement, composition or compromise with, or assignment for the benefit of its creditors generally, or any class of creditors, or proceedings are commenced to sanction such an arrangement, composition or compromise other than for the purposes of a bona fide scheme of

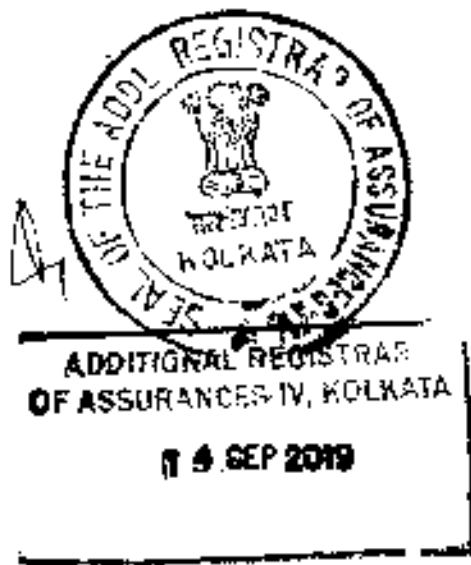


REGISTRAR OF ASSURANCES  
GOVERNMENT OF ASSAM, DISPUR, KULMATA

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reconstruction or amalgamation with the prior written consent of the Developer,

- 1.21 **"Owners' Share"** shall have the meaning ascribed to such term in Clause 4.3 (i) of this Agreement.
- 1.22 **"Person(s)"** shall mean any individual, sole proprietorship, unincorporated association, body corporate, corporation, company, firm, partnership, limited liability company, limited liability partnership, joint venture, Governmental Authority, trust, hindu undivided family, union, association, or any other entity or organization, and where permitted, that person's respective successors, permitted assigns and permitted transferees.
- 1.23 **"Project"** shall mean the development comprising of one or more of such several components as may be determined by the Developer at its sole and absolute discretion, proposed to be carried out by the Developer on the Subject Land (the proportion and/or area of each component as also the manner and phases of construction of the same to be determined by the Developer).
- 1.24 **"Rectification Period"** shall have the meaning ascribed to such term in Clause 10.3 of this Agreement.
- 1.25 **"Sales & Marketing Expenses"** shall mean 4% (Four percent) of the total Sale Proceeds.
- 1.26 **"Sale Proceeds"** shall mean the amounts received by the Developer from an Intending Transferee in lieu of Transfer/alienation of any part or portion of the Project together with the amounts, if any, received from the Intending Transferee towards the permission granted to park vehicles, but the term shall not mean or include:
- a) the Deposits;
  - b) the Extra Charges;
  - c) the Taxes;
  - d) any amounts received towards/as fees for nomination, transfer, assignment etc.;
  - e) payment of any taxes, fees, duties, costs, expenses or any other charges by whatever name called;
  - f) brokerage, and sales and marketing expenses;
  - g) any amount refunded/paid and/or agreed to be refunded/paid to any Intending Transferee on any account whatsoever or howsoever after adjustment of the brokerage and marketing expenses if any on such amount, notwithstanding and without prejudice to the obligation of the Owners to also so refund/pay any amount to an Intending Transferee.



- 1.27 "Security" shall have the meaning ascribed to such term in Clause 5.1 of this Agreement
- 1.28 "Security Deposit" shall have the meaning ascribed to such term in Clause 5.1 of this Agreement.
- 1.29 "Subject Land" shall have the meaning ascribed to such term in Recital A (i) of this Agreement.
- 1.30 "Taxes" shall mean each of the amounts levied/charged/received from/upon any Intending Transferee towards Goods and Service Tax, Service tax, sales tax, works contracts tax, value added tax etc. and/or any other fees, taxes, cesses, assessments, duties, levies, impositions etc. by whatever name called, whether applicable at present or levied in the future, with retrospective effect or otherwise, and shall mean and include the increments thereof.
- 1.31 "Third Party" shall mean any Person that/who is not a signatory to this Agreement.
- 1.32 "Title Deeds" shall mean and refer to all the documents represented by the concerned Owners as evidencing their respective ownership, right, title and interest over and in respect of their respective Land Parcels including those as identified by the Developer, with the documents where under each of the Owners have acquired freehold title to their respective Land Parcels being detailed in the Second Schedule hereunder written.
- 1.33 "Title Rectification" shall have the meaning ascribed to such term in Clause 10.3 of this Agreement.
- 1.34 "Transfer" (including with correlative meaning, the terms "Transferred" and "Transferability") shall mean to transfer, sell, assign, Encumbrance on/in/over, place in trust, exchange, gift or transfer by operation of law or in any other manner.

## Article 2

### Interpretations

In this agreement save and except as otherwise expressly provided:

- 2.1 All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read construed as agreeing with the required word pronoun.



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- 2.2 The division of this agreement into headings is for the convenience of the reference only and shall not modify or effect the interpretation or construction of this agreement or any of its provisions.
- 2.3 When calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the last day of such period is not a business day, the period in question shall end on the next business day.
- 2.4 All reference to section numbers refers to the sections of this agreement all reference to schedule hereunder written.
- 2.5 The word "Herein", "Hereof", "Hereunder", "Hereafter" and "Hereto" and words similar import refer to this agreement as a whole and not to any particular Article or section thereof.
- 2.6 Any reference to any act of Parliament or State Legislature in India with general or specific shall include any modification, extension or enactment of it for the first time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction anytime issued under it.
- 2.7 Any reference to any agreement, contract plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novat.
- 2.8 The words "directly or indirectly" mean directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements, and "direct" or "indirect" shall have the correlative meanings;
- 2.9 An obligation of a Party to do something shall include an obligation to ensure that the same shall be done, and an obligation on the part of a Party not to do something shall include an obligation not to permit, suffer or allow the same to be done;
- 2.10 All approvals/consents to be granted by any of the Parties under this Agreement and/or any mutual agreements to be arrived at between the Parties, shall be in writing;
- 2.11 For the purposes of this Agreement, the "knowledge" of the Owners of a fact, matter, circumstance or thing, shall include facts, matters or things which the Owners' knew of or ought reasonably to have known of, following due enquiry.



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### Article 3 Grant of Development Rights

- 3.1 In lieu of the consideration recorded herein, on and from the applicable Effective Date each of the Owners confirm the grant, Transfer, assurance and assignment in favour of the Developer of the sole and exclusive Development Rights in respect of each of their respective Land Parcels comprising the Subject Land together with all benefits, privileges and rights appurtenant thereto further together with.
- 3.2 In lieu of the consideration recorded herein and subject to fulfilment and performance by the Owners of all their obligations to the satisfaction of the Developer, the Developer accepts the aforesaid grant and Transfer of the Development Rights in respect of each of the Land Parcels and agrees to undertake the development of the Project at its own cost and expense.
- 3.3 It is further clarified and understood that on and from the applicable Effective Date:
- 3.3.1 the Owners did not retain any right to Transfer and/or deal with their respective Land Parcels and/or the Subject Land other than in the manner stipulated herein and/or as mutually agreed to in writing between the Parties;
- 3.3.2 the Developer became entitled to commence the work of construction to the extent the same is permissible under Applicable Law on any one or more of the Land Parcels as the Developer may determine; and
- 3.3.3 the Developer became entitled to enter into and/or access each of the Land Parcels without any hindrance, impediment, restriction, prohibition etc. for the specific purpose of developing, constructing and completing the Project, on the clear and unequivocal understanding that on and from the date of completion of the Project, as certified by the architect of the Project, the Owners and the Developer shall be deemed to be in/retain joint legal physical possession of each of the aforesaid, save and except the areas if any already handed over to any Intending Transferee(s).
- 3.4 The Owners hereby agree and undertake that the grant and Transfer of the Development Rights to the Developer are on an irrevocable basis, free and clear of all Encumbrances.
- 3.5 The Owners shall, without any demur or delay or cavil, co-operate with the



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Developer and do all acts, deeds, things etc. that may be required or deemed desirable by the Developer to give effect to the provisions of this Agreement, including but not limited to, signing and submitting any plans, applications, consents, proposals, permissions etc. to various Governmental Authorities and/or other bodies/authorities, to enable the Developer to *inter alia* exercise its Development Rights with respect to each of the Land Parcels and/or the Subject Land.

- 3.6 It is agreed that the Developer shall implement and execute the Project itself and/or through the agencies of/by Third Parties nominated by the Developer and/or Person(s) identified by the Developer, on the account of and at the cost of the Developer.

#### **Article 4 Consideration**

- 4.1 The consideration in lieu whereof the Owners have granted and Transferred the Development Rights to, unto and in favour of the Developer is: (i) the Developer agreeing to undertake the construction and completion of the Project at its own cost and expense; and (ii) the receipt (subject to and in accordance with the terms hereof), by the Owners from the Developer, of the Owners' Share in the manner stipulated herein.
- 4.2 The consideration in lieu whereof the Developer has accepted the grant and Transfer of the Development Rights from the Owners and has agreed to commercially exploit the Subject Land *inter alia* by undertaking the construction and completion of the Project at its own cost and expense, is the receipt by the Developer of the Developer's Share.
- 4.3 Subject to the provisions of Article 5 hereto,
- (i) 45% (Forty Five percent) of the amounts comprising the Sale Proceeds shall belong collectively to the Owners ("Owners' Share");
- and**
- (ii) 55% (Fifty five percent) of the amounts comprising the Sale Proceeds shall belong to the Developer ("Developer's Share"),

it being unequivocally agreed and understood between the Parties that all amounts to be paid, deposited, reimbursed etc. by any Intending Transferee shall be received by the Developer in its own name in a separate bank account to be opened by the Developer for the Project.



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- 4.4 Subject to the provisions of Clause 4.3 as also Article 5 hereof, the Own shall be paid/disbursed to the Owners on monthly basis only after: - - -
- (a) deduction of the then applicable tax deductible at source; and
  - (b) deduction of the Taxes including Goods and Service Tax (GST), if any, payable on the Owners' Share; and
  - (c) deduction of the Sales & Marketing Expenses; and
  - (d) deduction of all costs and expenses incurred by the Developer for and on behalf of the Owners including those towards/on account of performing (without prejudice to its rights) any of the obligations which the Owners are/were bound and obliged to do, execute and perform; and
  - (e) deduction of any further/other amounts reimbursable/payable to the Developer and/or in terms of any other terms and conditions stipulated in this Agreement and/or in any other written understanding between the Parties.
- 4.5 It is clarified that at the request of each of the Owners tranche of the Owners' Share subject to clauses 4.3 and 4.4 shall be disbursed in the manner stipulated herein above by the Developer for and on behalf of each of the Owners, in favour of and in name of the respective Owners' Bank Account in respect thereof.
- 4.6 It is further agreed and understood between the Parties that if after 1(one) year from the date of issuance by the competent authority of the completion certificate in respect of the entire Project, there remain any un-alienated units/areas/spaces etc., whether open or covered at the Project and/or at any part or portion of the Subject Land, then the same shall be mutually allocated between the Owners (collectively on the one hand) and the Developer (on the other hand) in the ratio of 45:55 respectively, and there shall be no sharing of funds/revenues between the Parties in respect of such areas. Each of the Owners collectively and the Developer shall respectively be responsible to make payment of the Deposits for the respective units/areas so allocated to each of them, and further in respect of the units so allocated to the Owners, the Owners shall also be liable and responsible to make payment to the Developer of *inter alia* the Extra Charges, Taxes etc. as determined by the Developer and as are then being charged from the Intending Transferee(s).

#### Article 5 Security Deposit

- 5.1 In order to secure due performance by the Developer of its obligations, the Developer has deposited and/or has agreed to deposit with the Owners a sum of Rs. 1,12,11,000/- (Indian Rupees One Crore Twelve Lacs Eleven Thousand only) as mutually agreed to between the Parties as and by way an adjustable



security deposit ("Security Deposit"). The Security Deposit has been secured by the Owners by way of the unhindered, unimpeded and unrestricted right of the Developer and/or its nominee(s), designates(s), representative(s) etc. to enter into and/or access the entirety of each of the Land Parcels, and shall further be secured by the Owners by depositing the original title deeds along with all other documents in relation to their land ownership and title ("Security").

5.2 Subject to and without prejudice to the other provisions of this Agreement, the Security Deposit shall be held by the Owners free of interest, and shall be adjusted from the Owners' Share in the following manner:

- i) 50% (fifty percent) out of the Owners' Share to be distributed each time from the 3<sup>rd</sup> (third) installment received from every Intending Transferee until receipt of 30% (thirty percent) of the Security Deposit; and
- ii) 50% (fifty percent) out of the Owners' Share to be distributed each time from the 7<sup>th</sup> (seventh) installment received from every Intending Transferee until receipt of 60% (sixty percent) of the Security Deposit; and
- (iii) 50% (fifty percent) out of the Owners' Share to be distributed each time from the instalment received from every Intending Transferee at the time of hand over of possession to such Intending Transferee of the concerned unit/space/apartment until receipt of 100% (one hundred percent) of the Security Deposit,

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

#### **Article 6**

##### **Representations and Assurance by the Owners**

6.1 Each of the Owners while repeating, reiterating and confirming each of the representations and warranties enumerated in elsewhere of this Agreement, further represent, undertake and warrant the following, it being acknowledged by each of the Owners that the Developer considers the accuracy of the representations and warranties to be an important and integral part of this Agreement, and the Developer has entered into this Agreement in reliance thereof:

- i) that the owners are the absolute owners of the entirety of the Subject Land having a marketable title in the respect thereof.



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- ii) that expecting the said owners nobody else has any right, title, interest claim or demand whatsoever or howsoever into or upon the Subject Land.
- iii) that the owners have full power and authority to enter into this agreement to develop, to sell, transfer and/or deal with the Subject Land and the owner/s have not entered into any agreement for sale, transfer lease and/or development, nor has created any third party's interest into or upon the Subject Land or any part of the portion thereof.
- iv) that the entirety of the Subject Land is held and/or owned by the concerned Owners in compliance with all applicable land laws including but not limited to the applicable land ceiling limits prescribed under the several statutes, and further the title of each of the concerned Owners to their respective Land Parcels comprising the Subject Land, is free, clear and marketable; and
- v) that each of the concerned Owners are in compliance in all respects with all the terms and conditions contained in each of their respective concerned Title Deeds, and the applicable stamp duty on each of such documents has been duly paid, with each of such documents having been duly registered with the registrar of competent jurisdiction pursuant to the applicable requirements under the Indian Registration Act, 1908; and
- vi) that save and except the concerned respective Owners, no other Person and/or Third Party has any manner of right or title or interest or claim or demand over or in respect of any of the Land Parcels comprising the Subject Land and/or any part or portion thereof and further none of the Owners have in any manner created any Third Party right or title or interest or Encumbrance therein/thereon, or entered into any agreement, contract etc. in respect thereof; and
- vii) that no part or portion of any of the Land Parcels is nor ever was the subject of any acquisition and/or alignment by any Governmental Authority and/or anybody and/or authority, statutory or otherwise, and further none of the Owners nor their respective predecessors-in-interest/ title have/had received any notice of acquisition and/or alignment in respect of any part or portion of their respective Land Parcels comprising the Subject Land; and
- viii) that each of the respective Land Parcels are free from any land charge and all the Outgoings, rates and taxes and the Owners covenant and undertake to make payment of the rates and taxes payable on the subject land upto the date



of plan sanction, and each of the Owners shall keep the Developer fully safe, harmless and indemnified in respect thereof; and

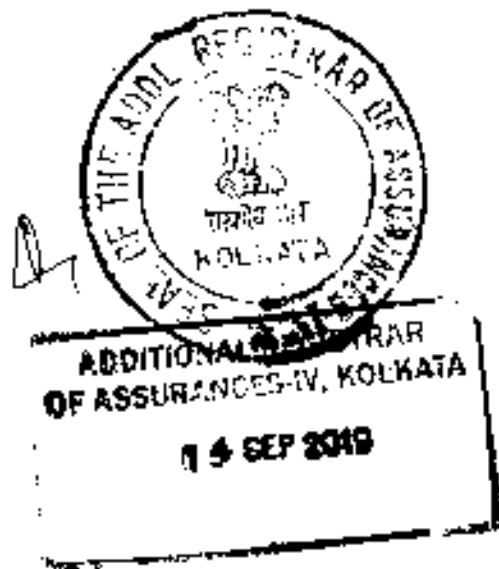
- ix) that there is no manner of boundary dispute in respect of any of the Land Parcels and that each of the concerned Owners have respectively been in and continue to be in continuous peaceful, vacant and physical possession of their respective Land Parcels, without any hindrance or impediment; and
- x) that no part or portion of any of the Land Parcels was or is subject to any attachment under the provisions of the Public Demand Recovery Act, 1913 and/or under the Income Tax Act, 1961 and/or under any statute (central or state or local) for the time being in force; and
- xi) that there are no legal or other proceedings pending in respect of any part or portion of any of the Land Parcels, nor have any of the Owners/their respective predecessors-in-interest/title received any written threat of any such proceeding(s), and there are no unfulfilled or unsatisfied judgments, injunctions or attachments, court orders, debts, notices etc.; and
- xii) that none of the Land Parcels are subject to any covenants, restrictions, stipulations, easements, options, rights of pre-emption, adverse estate, right or interest, licenses, grants, exceptions or reservations or other such rights (whether legal or equitable), the benefit of which is vested in or is intended to vest in Third Parties or is subject to any other rights or arrangement in favour of any Third Party (whether in the nature of a public or private right or obligation), and further there is no agreement to create the same; and
- xiii) that compliance is being made and has at all times been made and shall be continued to be made with all Applicable Laws, statutes, by-laws, permits, obligations, statutory instruments and requirements with respect to each of the Land Parcels, its ownership, rights, title and interest, occupation, possession and use; and
- xiv) that there is no order of any court or of any other statutory authority prohibiting development, sale and/or Transfer and/or alienation of any part or portion of any of the Land Parcels and that there are no outstanding or pending actions, disputes, claims or demands of any description whatsoever or howsoever in relation to the Subject Land including but not limited in respect of the title of/to each of the Land Parcels and/or the use thereof; and
- xv) that each of the Owners shall comply with all Applicable regulatory requirements, standards, guidelines and codes of practice in connection with



the performance of their obligations under this Agreement, and further shall not do or permit anything to be done which may cause or otherwise result in a breach of this Agreement or cause any detriment to the transaction stated herein; and

- xvi) that each of the Owners will comply with, abide by and adhere to all the provisions of the Real Estate (Regulation And Development) Act, 2016 and/or the West Bengal Housing Industry Regulation Act, 2017 and the rules and/or regulations in respect thereof and/or made thereunder, each together with any and all modifications, amendments etc. thereto (whether subsisting as on the Execution Date or enacted thereafter) as and when applicable.
- xvii) that there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, suits, claims, actions, governmental or other investigations, complaints, grievances, inquiries, orders, judgments or decrees of any nature made, existing or pending before any court, tribunal, statutory or governmental body, department, board or agency in respect of and/or over any part or portion of any of the Land Parcels; and
- xviii) that each of the Owners have a clear and unencumbered right to develop and deal with, Transfer, sub-lease, assign, alienate, encumber their respective right and interest in/over/in respect of their respective Land Parcels and every part and portion thereof and the structures to be constructed thereon in such a manner as the Developer may determine, without payment of any premium/consideration to any authority/body, Third Party, Person etc.; and
- xix) that none of the Owners shall do any act, deed or thing whereby the Owners or the Developer are in any manner prevented from performing their respective obligations herein and/or which may affect the proposed development of the Project; and
- xx) that each of the representations and warranties contained herein and/or recorded anywhere in this Agreement are true and correct and shall survive and subsist at all times and are not/shall not be diluted or qualified by any due diligence exercise that might have been/shall be conducted or undertaken by the Developer.

Relying on the aforesaid representations and believing the same to be true and acting on good faith thereof the Developer has prima-facie accepted the title of the Owners, but in the event of any such representations being found to be incorrect and/or false then and in that event in shall be the obligation of the Owners to cause the same to be remedied and/or rectified entirely at their own effort and cost.



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**Article 7**  
**Developers Representation**

- 7.1 The Developer has represented and warranted to the Owners that the developer carrying on business of construction and development of real estate and has sufficient infrastructure and expertise in the field and adequate financial capacity to undertake the work of development.

**Article 8**  
**Development of the Project**

- 8.1 For the purpose of undertaking development of the Project, the Developer shall be entitled to:
- i) appoint its own professional team; and
  - ii) consume the entire floor area ratio that may be made available for the entirety of the Subject Land provided that if any additional floor area becomes available due to a change in the government policies or municipal rules, then subject to the Developer opting to consume/use such additional floor area ratio (which decision of the Developer shall be final and binding on the Owners) such additional floor area ratio shall be shared between the Owners (collectively on the one hand) and the Developer (on the other hand) in the ratio of 50:50 respectively subject however to the Owners paying the entire cost/fees if any payable for availing such additional floor area ratio, whereupon the Developer will bear the cost of construction and development in the terms of this Agreement. In case, if the Owners do not pay the requisite cost and fees, then in such situation the additional floor area ratio shall be exclusive to the Developer, subject however to the Developer paying the entire cost/fees if any payable for availing such additional floor area ratio along with cost of construction and development in the terms of this Agreement.
- 8.2 In the event of any defect in the construction or any defect in the materials used which is brought to the notice of the Developer by the Intending Transferee within a period of 1 (one) year from the date on which any unit/space is handed over by the Developer to the Intending Transferee, then the Developer shall at its own costs and at the earliest undertake necessary remedial steps for rectification and/or replacement of the same provided that the liability of the Developer to undertake remedial steps for rectification and/or replacement of any materials, specifications shall arise only in cases where the defect is established as having been caused due to the fault of the Developer. In the event that there is any



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dispute specifically in relation to any alleged defect or deficiency in the materials provided by the Developer, the said dispute shall be referred to the architect of the Project whose decision in relation to the same shall be final and binding.

- 8.3 It has been agreed and understood between the Parties that the right granted to enter the Subject Land will not be construed as delivery of possession under Section 53A of the Transfer of Property Act, 1882, read with Section 2(47)(v) and (vi) of the Income Tax Act, 1961, it being further clarified that the legal physical possession of the Subject Land shall remain and continue to vest and remain with the concerned Owner(s) until the date of completion of 100% (hundred percent) of the Project, on which date the legal physical possession of the each of the aforesaid shall vest jointly with the Owners and the Developer, save and except the areas if any already handed over to any Intending Transferee(s).
- 8.4 It is further clarified that upon earlier termination of this Agreement only due to reasons attributable because of "Owners' Event of Default" as described in Article 1 (Definition) under Clause no. 1.21, non-fulfilment of owners obligations and responsibility and wrong representation and assurance by the owner, in such event the Developer shall continue to be the absolute owner of all improvements on the Subject Land and the Owners shall not be entitled to demolish, remove or otherwise interfere with or restrict the use of the improvements on any portion of the Subject Land unless the Owners acquire all the rights, title and interest in such improvements by paying the Developer the market value for such improvements as determined by the Developer.

## **Article 9** **Authority**

### **9.1 Authority in favour of the Developer**

9.1.1 In order to facilitate the Developer to undertake the Project and/or for speedy construction, erection, completion and implementation of the Project, and to, *inter alia*:

- (a) exercise the Development Rights;
- (b) exercise the rights granted under Article 8 hereinabove;
- (c) gift in favour of any Government Authorities and statutory Authorities, over/in respect of:
  - (i) any part or portion of the Subject Land and/or the Project; and/or
  - (ii) an undivided share in any part or portion of the land comprised in each of the Land Parcels,



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

- 9.1.2 Each of the Owners hereby agree to execute and register further requisite documents, including specific power(s) of attorney as may be required by the Developer from time to time.
- 9.1.3 Each of the Owners acknowledge and accept that on and from the Effective Date, as applicable, and further by virtue of this Agreement, the Developer has acquired a substantial interest and right in each of the respective Land Parcels of the concerned Owners, and thus, each of the powers granted in favour of the Developer including those under these presents as also under the abovementioned and several other powers of attorney that may be executed from time to time, being coupled with interest and consideration, are and shall at all times remain irrevocable.
- 9.1.4 It is further agreed and understood that the powers granted by the Owners to the Developer shall not absolve the Owners from their respective liability and responsibility to make, file and obtain necessary sanctions, permissions etc., save those which are exclusive responsibility of the Developer, and to do, execute and perform such acts, deeds and things as may be requested from time to time by the Developer, as also to fulfil and perform each of their several obligations and duties as stipulated in this Agreement.



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9.1.5 It is further clarified and understood that despite the grant of the aforesaid authorities in favour of the Developer, the Owners shall, as and when requested by the Developer, themselves sign, execute and register/lodge for registration such deeds, documents, applications, etc. as may be requested from time to time by the Developer.

#### **Article 10**

##### **Title of the Land Parcel(s)**

- 10.1 The entering into the transaction stated herein and/or the conduct of the due-diligence investigations shall not derogate from the rights of the Developer under this Agreement, nor from any future claims of the Developer in respect of any defects, issues etc. or the failure of the Owners to meet any obligation under this Agreement.
- 10.2 In the event at any time any of the Parties hereto become aware of any Encumbrance to and/or defect in the title of and/or any other issue pertaining to any of the Land Parcels and/or in the event any Encumbrance(s) and/or defect(s) in the title of any Land Parcel and/or any other issue is ascertained by the Developer, the concerned Party shall immediately inform any of the Owners' Authorised Representatives or the Developer, as the case may be, of the same.
- 10.3 In the event the Developer is of the opinion that any Encumbrance to/over and/or title defect and/or any other defect, issue etc. in any of the Land Parcels severally or materially affects the rights and/or interests of the Developer, the Parties shall mutually discuss the mode, manner and the time period within which such Encumbrance and/or defect and/or issue is to be resolved/rectified by the Owners at the cost and expense of the Owners, such that the rights and interests of the Developer to/over the Subject Land as also the right of the Developer to develop and deal with the Project is and remains unhindered and without any Encumbrance. The Owners shall resolve/rectify such Encumbrance(s) and/or defects to the satisfaction of the Developer ("Title Rectification") within the aforesaid mutually agreed time period ("Rectification Period").
- 10.4 In the event the Owners fail and/or neglect to carry out the Title Rectification within the Rectification Period, the Developer shall be entitled, as the constituted attorney and agent of each of the Owners, to do, execute and perform at the cost, expense, risk and liability of the Owners, such acts, deeds and things for and behalf of each of the Owners, to carry out such Title Rectification including but not limited to executing and registering necessary deeds and documents, and on and from the Execution Date, each of the Owners appoint the Developer as their



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respective constituted attorney and authorized representative, *inter alia* for the aforesaid purpose in respect of each of their respective Land Parcels, and unconditionally grant to unto and in favour of the Developer the irrevocable powers in respect thereof. Each of the Owners shall be bound by each of the acts done, executed and performed by the Developer in pursuance of these powers, and further each of the Owners, ratify and confirm and agree to ratify and confirm and to be bound by all and whatsoever the Developer shall do or cause to be done in pursuance of the aforesaid powers.

#### **Article 11**

#### **Documentation**

- 11.1 The Developer shall have the right to enter into, sign, execute, register and deliver all documents, deeds, etc. for the sale/Transfer etc. of any space, area, unit, open or covered area(s), etc. and/or for granting any manner of right or interest in/to and/or the permission to use any space or area (open or covered) for the project, each in its own name, in such a manner as the Developer may determine at its sole and absolute discretion.
- 11.2 The format and contents of each of the agreements, deeds, documents etc. pertaining to the Transfer/alienation of any part or portion of the Project shall be such as determined by the Developer.

#### **Article 12**

#### **Management and maintenance of the Project**

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

#### **Article 13**

#### **Other terms and conditions**

- 13.1 Each of the Owners confirm that none of the Owners have any objection on any ground whatsoever or howsoever to the Developer developing the **Abutting Land with the Abutting Land Owners**, or to the understanding that may be arrived at between the Developer and the Abutting Land Owners in respect of development of the Abutting Land, and the Developer will ensure that the Abutting Land Owners cause no obstruction or hindrance in the development of the Project, and thus each of the Owners covenant and undertake not to set



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up/make/initiate any action, claim, demand etc. contrary to the aforesaid, it being clarified that the Owners shall not be entitled to any part or portion of the revenues, sale proceeds etc. that may be generated from the development of the Abutting Land.

#### **Article 14**

##### **Mutual Representations and warranties**

14.1 Each Party hereby represents and warrants to the other Parties as under:

14.1.1 it is respectively duly organized and validly existing under the laws of India, and respectively has the full power and authority to enter into this Agreement and to perform its respective obligations under this Agreement; and

14.1.2 the execution and delivery of this Agreement and the performance by each Party of its respective obligations under this Agreement has been duly and validly authorized, and if called upon, each Party(ies) shall provide copies of all documents in support thereof to the other Party(ies); and

14.1.3 this Agreement constitutes a legal, valid and binding obligation of each Party enforceable against it in accordance with its terms; and

14.1.4 the execution, delivery and performance by each Party of this Agreement and the acts and transactions contemplated hereby do not and will not, with or without the giving of notice or lapse of time or both, violate or conflict with or require any consent under or result in a breach of or default under:

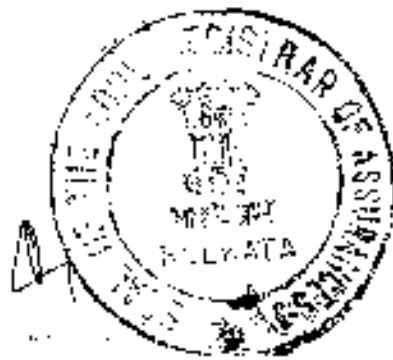
- i) Applicable Law; and/or
- ii) any order, judgment or decree applicable to it; and/or
- iii) any term, condition, covenant, undertaking, agreement or other instrument to which it is a party or by which it is bound; and/or
- iv) any provision of its respective memorandum and articles of association, if any, or any other similar constitutional documents.

#### **Article 15**

##### **Developers Obligation**

15.1 The Developer shall:

15.1.1 Take all the necessary steps for obtaining all permissions clearance and sanctions and as may be required/necessary and shall do all the acts,



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deeds and things required by the statute, and to comply with the lawful requirements of all the authorities for the development of the Subject Land.

- 15.1.2 Shall construct the said proposed building on the subject land, strictly as per according to the rules and regulations of the Bidharnagar Municipal Corporation and the building plan sanctioned there for.
- 15.1.3 Remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the plan and has agreed to keep the Owners saved harmless and fully indemnifies from and against all cost, charges, claims, actions, suits and proceedings.
- 15.1.4 Remain responsible for any accident and/or mishap taking place at the subject land and also while constructing, erecting and completing the new buildings and/or buildings and has agreed to keep the owners, saved harmless and full indemnified from and against all costs, charges, claims, actions, suits and proceedings.
- 15.1.5 Incur all cost, charges and expenses for the purpose of constructing, erecting and completing the development of the subject land in accordance with the sanctioned plan.
- 15.1.6 Not allow any person to encroach nor permit any encroachment by any person and or/ persons into or upon the subject land or any part or portion thereof.
- 15.1.7 Not expose the owners to any liability and shall regularly and punctually make payment of the fees and/or charges of the architect, engineer and other consultants as may be necessary and/or required for the purpose of construction, erection and completion of the said new building/s.
- 15.1.8 To remain solely liable and/or responsible for all acts, deeds, matter and things for undertaking construction of the said new building and/or buildings in accordance of the plan and to pay perform and observe all the terms, conditions, covenants and obligations on the part of the developers to be paid performed and observed.
- 15.1.9 It shall comply with all applicable laws and shall complete the development and construction of the building strictly in accordance with the building plan.



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- 15.1.10 The Developer alone (to the exclusion of the Owners) shall be responsible and liable for the payment of any wages or compensation or other money payable to any workmen, Contractor of the Developer for any work, dispute, accident, or injury to such persons in the course of the proposed development on the Subject Land. The developer and/or its contractors shall comply with all Labour Laws including ESIC, Provident Fund and Insurance payments and settle disputes and claims in event of death or injury to any person on site engaged during development of the Subject Land
- 15.1.11 That the developer shall mutate the names of the owners herein with respect to the subject land and thereafter amalgamate the said premises of the subject land into one single Premise at the cost of the owners.
- 15.1.12 The owners shall execute a registered Power of Attorney in favour of Developer's representative/s to construct new building, building/s on the subject land and also and also for the mutation, conversion and other necessary permission/approvals from competent authorities of various departments including right to sell the project.
- 15.1.13 To comply with, abide by and adhere to all the provisions of the Real Estate (Regulation and Development) Act, 2016 and/or the West Bengal Housing Industry Regulation Act, 2017 and the rules and/or regulations in respect thereof and/or made thereunder, each together with any and all modifications, amendments etc. thereto (whether subsisting as on the Execution Date or enacted thereafter) as and when applicable.
- 15.1.14 The Developer hereby agrees and covenant with the owners not to transfer and/or assign its development rights under this agreement to a third party (save and except its Group companies or associates) without the consent in writing of the owners.

#### **Article 16**

#### **Time of Completion**

- 16.1 It is further agreed between the parties that the Developer, subject to circumstances amounting to Force Majeure and/or circumstances/events beyond the control of the Developer, endeavour to develop 100% (hundred percent) of the Project, within a period of 4 (four) years from the date of execution of this Agreement, subject to a grace period of 6 (six) months thereafter;



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## **Article 17**

### **Owners Obligations**

#### **17.1 The Owners have agreed:**

- 17.1.1 To provide the developer with all the title related documents, as and when required by the developer for verification of the same, before the various authorities against the proper receipt thereof.
- 17.1.2 To cooperate with the Developer in all respect for Development of the subject land in terms of this agreement.
- 17.1.3 For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds, documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the new building and/or buildings in accordance with the sanctioned plan.
- 17.1.4 To execute one or more Registered Power of Attorney, in favour of the Developer or its representatives as may be required for the Development of the subject land and also to sale the project in terms of this agreement.
- 17.1.5 The Developer and/or its consultants and/or representatives/s shall have the free right of ingress and egress into the property for various statutory sanctions, survey or any other purpose related to development of the property.
- 17.1.6 To comply with, abide by and adhere to all the provisions of the Real Estate (Regulation and Development) Act, 2016 and/or the West Bengal Housing Industry Regulation Act, 2017 and the rules and/or regulations in respect thereof and/or made there under, each together with any and all modifications, amendments etc. thereto (whether subsisting as on the Execution Date or enacted thereafter) as and when applicable.

#### **17.2 The Owners have further agreed by way of negative covenants:**

- 17.2.1 Not to cause any interference or hindrance in the Development and Marketing of the Subject Land by the Developer.
- 17.2.2 Not to do any act, or deed or thing whereby the Developer is prevented from selling, assigning or disposing of any portion of the project.
- 17.2.3 Not to let go, grant lease, mortgage or charge or in any way transfer or encumber the Subject land.



G. ASSURANCE  
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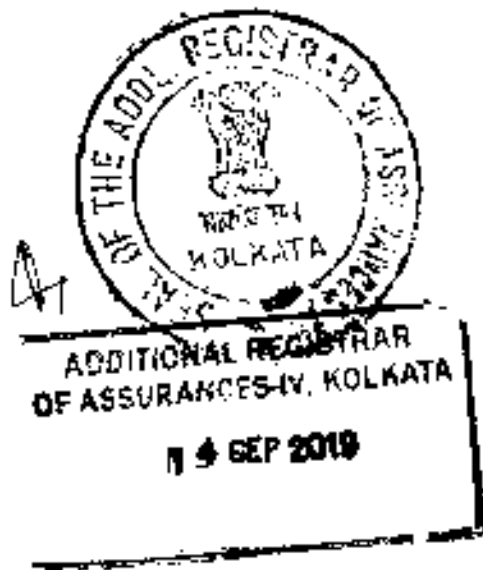


- 17.2.4 That they shall be liable and responsible for any claim and/or demand of whatsoever nature, arising out of the ownership/titles to the Subject Land.

### Article 18

#### Borrowing and funding for the Project

- 18.1 For the sole purpose of raising funds for the execution and implementation of the Project, after sanction of the plan the Owners shall, at the request of the Developer and from time to time as the Developer may deem necessary, cause such parts or portions of the Land Parcels as determined by the Developer from time to time together with all rights in respect thereof to be charged or mortgaged or encumbered including by way of equitable mortgage by deposit of the original Title Deeds and the originals of the other deeds and documents, if any as determined by the Developer, in favour of bank(s) and/or financial institution(s) identified by the Developer, whereupon the Developer shall hand over the originals of the Title Deeds and of the other deeds and documents, if any as determined by the Developer pertaining to the concerned Land Parcels to the aforesaid bank(s) and/or financial institution(s) identified by the Developer, and each of the Owners shall do, carry out, execute and perform each of the several acts, deeds and things in respect of creation of such mortgage, charge etc. including procuring permissions if any required for the same, and signing, executing and delivering all deeds and documents as may be requested for and provided by the Developer.
- 18.2 It is clarified and understood that for the aforesaid purpose of raising funds for the execution and implementation of the Project, the Developer shall also be entitled to create a charge/mortgage/Encumbrance on all and/or any of the building(s) and other construction(s) and/or structure(s) constructed/erected on the Subject Land, and each of the Owners shall execute and/or cause the execution of such documents and deeds, and furthermore shall do, execute and perform and/or cause the doing, execution and performance of such acts, deeds and things as may be requested for from time to time by the Developer in respect thereof.
- 18.3 The Developer shall remain liable and responsible for the repayment of the aforesaid specific borrowings and shall keep each of the Owners safe, harmless and indemnified in respect thereof, it being agreed and understood that no charge shall be created over the Owners' Share for such borrowings.



- 18.4 Each of the Owners also undertake to execute, submit and make all statutory filings pertaining to the creation of the aforesaid mortgage, charge etc. pertaining to their respective Land Parcels, it being clarified for the avoidance of any doubt that the finance raised by mortgage, charge etc. of the Subject Land will be used only and exclusively for the Project, and such funds will not be diverted for any other project or purpose where any of the Owners do not have any interest.
- 18.5 Without prejudice to abovementioned obligations of the Owners, each of the Owners shall authorize and empower the Developer and/or its nominee(s) to do, carry out, execute and perform various acts, deeds and things in respect of creation of such mortgage, charge, Encumbrance etc. including signing and executing all necessary deeds and documents.
- 18.6 The Owners shall also provide and render all necessary co-operation and assistance to the Developer as may be required to amend or extinguish any of the aforesaid mortgage rights and/or other Encumbrances.

#### **Article 19 Procedure**

- 19.1 Simultaneously upon execution and registration of this agreement, the owners shall execute a registered Power of Attorney in favour of the Developer and/or its representative/s for the purpose of obtaining necessary permission and development of the subject land and also the right to sell.
- 19.2 It is agreed between the Owners and Developer that during the construction period after the plan sanction, the developer shall only be liable for making the payment of all the Municipal rates & taxes and all other outgoings including the Land Khajna in respect of all the owners.

#### **Article 20 Building**

- 20.1 The Developer shall at its own costs and efforts shall construct, erect and complete the New Building to be constructed for the development of the subject land, in accordance with the sanctioned plan and further as per the specification agreed upon.
- 20.2 The Developer shall be authorized in the name of the Owners in so far as necessary to apply for and obtain quota entitlement and other allocation of / for cement, steel, bricks and other building materials and to similarly apply for and obtain temporary and permanent connection of water, electricity and power, drainage, sewage and /or gas to the proposed new building and other inputs and facilities required for the construction or for the better enjoyment of the building for which



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purpose the Owner shall execute in favour of the Developer or its representative/s a Power of Attorney shall remain in force until the Completion Certificate issued by the Concerned Authority.

### **Article 21** **Indemnity**

- 21.1 In addition to and without prejudice to the indemnity obligations of the Owners as enunciated/stipulated anywhere in this Agreement, each of the Owners hereby jointly and severally agree to indemnify, defend and hold harmless the Developer against and in respect of any and all liabilities, losses, costs, damages, commissions and/or expenses (together with reasonable attorney's fees and disbursement), which may be suffered or sustained by the Developer by reason of: (i) the non-performance and non-observance of any of the terms or conditions of this Agreement by any of the Owners; and/or (ii) acts of willful negligence or intentional misconduct by any of the Owners; and/or (iii) breach of the provisions of this Agreement by any of the Owners; and/or (iv) any representation and/or warranty by any of the Owners found to be misleading or untrue or any breach by any of the Owners of any representation and/or warranty contained in this Agreement; and/or (v) any Third Party demand or claim or action in respect of any part or portion of the Subject Land; and/or (vi) any Encumbrance on and/or defect in the title and/or any issue or any claim or demand or legal proceeding in respect of/to any part or portion of the Subject Land; and/or (vii) acquisition and/or requisition and/or attachment and/or vesting of any part or portion of any Land Parcel; and/or (viii) failure by/of any of the Owners to fulfill their obligations under any Applicable Law and/or under this Agreement and/or on account of any claims, damages, payments, charges expenses or recoveries of any kind whatsoever in respect of the Subject Land; and/or (ix) any inter se disputes between/amongst any of the Owners on any ground whatsoever or howsoever.
- 21.2 It is clarified that the invocation of indemnity by the Developer against any one or more of the Owners shall not absolve the other Owners from their respective liability(ies) towards the Developer.
- 21.3 Developer shall remain liable and responsible for due compliance of/with all statutory requirements, whether local, state or central in respect of the construction, development and completion of the Project and/or for any accident and/or mishap which may take place while undertaking the construction and completion of the Project (save and except any accident and/or mishap caused due to any internal work permitted by the Developer to be carried out by any Intending Transferee, for which such Intending Transferee shall be and shall



7 SEP 2012

remain liable and responsible), and the Developer shall keep the Owners safe, harmless and indemnified from and against all costs, charges and losses that may be sustained or incurred by the Owners in respect thereof.

- 21.4 The Developer hereby undertakes to keep the Owners indemnified and indemnify the owners against all third-party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the Said Building.
- 21.5 The Developer hereby undertakes to keep the Owners indemnified and indemnifies the Owner against all actions suit costs, proceedings and claim that may arise out of the developer's action with regard to the development of the subject land and/or in the matter of construction of the said building and/or for any defect therein.

## Article 22 Miscellaneous

- 22.1 The Owner shall be entitled to depute and/or keep at the site on of its employee / authorized representative who shall be responsible to the Owner till such the project is completed. However, such employee / representative of the owners, shall not in any way interfere with the progress of the work at the subject land and the owners shall only be responsible for any payment/fees to such employee/representative.
- 22.2 The Owners and Developer have entered into this Agreement purely as a contract and nothing contained therein shall be deemed to construe a partnership between the Developer and the Owners.
- 22.3 Any such notice required to be given by any of the parties here to shall be served at the address of the parties given herein unless any of the parties notify change of address in writing and such notice shall be deemed to have been served upon the other party if sent by pre-paid registered post with acknowledgement due to at the aforesaid address.
- 22.4 After the completion of the project, the Owners of all the apartment units shall form an Association, and all the parties hereto shall cause each of the Apartment / Unit Owners to whom they would transfer their respective rights, title and interest out of their respective allocation are, to compulsory become a member of such Association after formation of the Owners Association, the Board of Management thereof shall be entitled to delegate the day to day function of the Association and/or shall entitled to appoint any agency / agencies for maintenance purpose.





22.5 Whether or not the transaction contemplated by this Agreement are completed in accordance with the terms hereof, the parties hereto agree to hold in confidence and shall not disclose in any manner to any third party or use for any purpose other than that for which it is disclosed any information relating to the marketing strategies, customers, finance, advertisement and others business policies of the other party.

The Foregoing shall not apply if:

- i. Such information is in the public domain through no fault of disclosing party.
- ii. Such information was in possession of the receiving party prior to its disclosure and which was not previously obtained from the disclosing party.
- iii. Such information was furnished to the receiving party by the third party as a matter of right without restriction on disclosure.

22.6 If any agreement or provision in this Agreement shall be held to be illegal or unenforceable in whole or in part, under any enactment or rule of law, such term or provision or part thereof shall mean to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected. All Agreements / Deeds if any, executed prior to this agreement containing any clause in contrary to those specified under this Agreement shall be deemed to be cancelled and of no effect to that extent.

22.7 The signatory executing this Agreement on behalf of the Owner and Developer, represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of the Owners and Developer, in accordance with the authorization given by the respective parties and this Agreement is binding on all the parties in accordance with its terms.

22.8 The Owners after completion of the said project and distribution of their respective stock as per Article 4 and shall punctually and regularly pay for their respective allocation areas, the said Taxes and other outgoings to the concerned association/organisation and all the parties shall keep others indemnified against all actions demands, costs charges, expenses and proceedings, whatsoever directly or indirectly initiated against or suffered by or paid by any of them as the case may be in consequence upon default by the Owners and the Developer in their behalf.

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- 22.9 This Agreement constitutes and sets forth the entire agreement between the Parties, and without prejudice to each of the several acts, deeds and things already done, executed and performed on and from the applicable Effective Date, this Agreement supersedes all earlier understandings (written or otherwise) between the Parties in respect of the Subject Land, it being further clarified that all documents executed in writing in pursuance hereto and/or simultaneously hereto, whether registered or unregistered, shall be deemed to form and comprise an integral and inseparable part of this Agreement.
- 22.10 No modification or amendment to this Agreement shall be valid or binding unless made in writing and duly executed by each of the Parties.
- 22.11 All the terms and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors-in-interest and permitted assigns of each of the Parties.
- 22.12 In the event of there being any breach or default by either party, the other party will have right to seek Specific Performance of this Agreement and shall also be entitled to claim any loss, damage, costs and expenses occasioned by such breach or default.
- 22.13 Each of the Parties agree that having due regard to all the circumstances, the covenants contained herein are reasonable and necessary for the protection of the Parties.

#### **Article 23**

##### **Governing Law, Jurisdiction and Alternate Dispute Resolution**

- 23.1 This Agreement shall be governed by and construed in accordance with the laws of India, and the courts at Kolkata and those having territorial jurisdiction over the Subject Land shall have the sole and exclusive jurisdiction for all matters pertaining to and/or arising from this Agreement.

#### **Article 24**

##### **Arbitration**

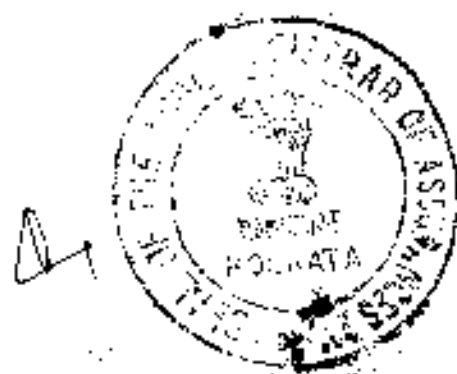
- 24.1 All disputes and differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/ or the Subject Land or determination of any liability shall be referred to arbitration and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act 1996 or any other statutory modification or enactment for the time being in force. In



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connection with the said arbitration, the parties have agreed and declared as follows:

- (a) The Arbitration Tribunal shall have summary powers and will be entitled to lay down their own procedure.
- (b) The Arbitration Tribunal will be at liberty to give interim orders and/or directions.
- (c) The Arbitration Tribunal shall be entitled to rely on oral submissions made by the parties and to pass awards and/or directions based on such oral submissions.
- (d) The Arbitration Tribunal will be at liberty to award compensation without being liable to assign any reason therefore and the parties have agreed not to challenge the authority of the Arbitrators in awarding such compensation.
- (e) The parties agree to abide by all their directions and/or awards and not to challenge the same in any manner whatsoever or howsoever.



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**First Schedule**  
**[Specification of the Project]**

Structure	Earthquake resistant RCC framed construction with infill brick walls.
Flooring	Vitrified tiles of Reputed brand.
Walls	Plaster of Paris
Bedrooms	Vitrified Tiles flooring of Reputed brand.
Kitchen	Vitrified flooring, Walling of Ceramic Tiles up to 2ft height, black top counter
Bathrooms	Flooring of Ceramic Tiles, Walling of Ceramic Tiles up to door/ 7ft height, White colour sanitary wares in toilet of Reputed brand.
Doors	Flush Doors (main door with Godrej Lock or equivalent)
Windows	Aluminium casement
Electrical	Copper concealed wiring with modular switches of Reputed brand.
Plumbing	Concealed pipes

**Second Schedule**

**[Title Deeds]**



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		1410	0.1596			A.R.A. - IV, Kolkata	31-12- 2018	190403346/ 2019	Book No. 1, CD Volume No. 1904 -2019, Page 35190 to 35234, L.R. Khatian No. 1198
		1411	0.0342			A.R.A. - III, Kolkata	07-05- 2019	190302738/ 2019	Book No. 1, CD Volume No. 1903 -2019, Page 112997 to 113028, L.R. Khatian No. 1203
		1410	0.3318			A.R.A. - IV, Kolkata	10-08- 2018	190408964/ 2018	Book No. 1, CD Volume No. 1904 -2018, Page 349647 to 349677, L.R. Khatian No. 1588
		1411	0.0711			A.R.A. - IV, Kolkata	10-08- 2018	190408870/ 2018	Book No. 1, CD Volume No. 1904 -2018, Page 349713 to 349753, L.R. Khatian No. 1549 & 1644
5	Attribute Build Worth (P) Ltd.	1397	3.0000	9.3387	2476	A.R.A. - IV, Kolkata	10-08- 2018	190408964/ 2018	Book No. 1, CD Volume No. 1904 -2018, Page 349647 to 349677, L.R. Khatian No. 1588
		1410	3.4304			A.R.A. - IV, Kolkata	10-08- 2018	190408870/ 2018	Book No. 1, CD Volume No. 1904 -2018, Page 349713 to 349753, L.R. Khatian No. 1549 & 1644
		1410	1.3230			A.R.A. - IV, Kolkata	10-08- 2018	190408980/ 2018	Book No. 1, CD Volume No. 1904 -2018, Page 350040 to 350086, L.R. Khatian No. 1195, 1196, 1197, 1201, 1262 & 2384
		1411	1.1853			A.R.A. - IV, Kolkata	10-08- 2018	190408858/ 2018	Book No. 1, CD Volume No. 1904 -2018, Page 349541 to 349575, L.R. Khatian No. 1551
6	Single Point Commence (P) Ltd.	1410	6.9972	10.5162	2475	A.R.A. - IV, Kolkata	10-08- 2018	190408858/ 2018	Book No. 1, CD Volume No. 1904 -2018, Page 349754 to 349804, L.R. Khatian No. 1549, 1551, 1588 & 1644
		1411	3.5190			A.R.A. - IV, Kolkata	10-08- 2018	190408869/ 2018	Book No. 1, CD Volume No. 1904 -2018, Page 349678 to 349712, L.R. Khatian No. 1549
7	Single Point Agencies (P) Ltd.	1412	7.5000	10.3014	2476	A.R.A. - IV, Kolkata	10-08- 2018	190408869/ 2018	Book No. 1, CD Volume No. 1904 -2018, Page 349576 to 349611, L.R. Khatian No. 1588
		1410	2.8014			A.R.A. - IV, Kolkata	10-08- 2018	190408865/ 2018	Book No. 1, CD Volume No. 1904 -2018, Page 349678 to 349712, L.R. Khatian No. 1549
8	Capetown TradeLink (P) Ltd.	1412	5.5000	7.7304	2477	A.R.A. - IV, Kolkata	10-08- 2018	190408861/ 2018	Book No. 1, CD Volume No. 1904 -2018, Page 349612 to 349646, L.R. Khatian No. 1588
		1396	2.2304			A.R.A. - IV, Kolkata	10-08- 2018	190408830/ 2018	Book No. 1, CD Volume No. 1904 -2018, Page 349477 to 349511, L.R. Khatian No. 1588
9	Litasv Vinimay (P) Ltd.	1410	9.8007	11.2014	2479	A.R.A. - IV, Kolkata	11-07- 2018	190407738/ 2018	Book No. 1, CD Volume No. 1904 -2018, Page 314714 to 314771, L.R. Khatian No. 890/1 & 2207
			1.4007			A.R.A. - IV, Kolkata	11-07- 2018	190407622/ 2018	Book No. 1, CD Volume No. 1904 -2018, Page 307224 to 307260, L.R. Khatian No. 813
10	Pardi Project (P) Ltd.	1410	9.8007	11.2014	2480	A.R.A. - IV, Kolkata	11-07- 2018	190407738/ 2018	Book No. 1, CD Volume No. 1904 -2018, Page 314734 to 314771, L.R. Khatian No. 890/1 & 2207
			1.4007			A.R.A. - IV, Kolkata	11-07- 2018	190407622/ 2018	Book No. 1, CD Volume No. 1904 -2018, Page 307224 to 307260, L.R. Khatian No. 813
<b>TOTAL AREA</b>			<b>92.6661</b>	<b>92.6661</b>					



SECRETARY  
GENERAL INSURANCE  
OFFICE ASSURANCE, KOLKATA  
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**Third Schedule**  
**[Power of Attorney]**

1. To defend possession of each of the Land Parcels comprising the Subject Land and every part thereof, and also to manage, maintain and administer the Project and all the building(s), improvement(s), structure(s) to be constructed thereon and every part thereof.
2. To ward off, prohibit, and if necessary, proceed in/before the appropriate forum of law against trespassers and/or encroachers, if any, and to take appropriate legal steps.
3. To have the soil tested and to measure/survey each of the Land Parcels comprising the Subject Land.
4. To appoint and engage architects, engineers, specialists, consultants, valuers, surveyors, contractors, agencies, service providers, etc. and other Person or Persons as may be required from time to time, and to revoke his/their/its appointment and re-appoint any other Person in his/their/its place and stead for the aforesaid purposes, and to settle and pay their fees and/or compensation.
5. To apply, sign, prepare or cause to be prepared plans for construction of building(s) on any Land Parcel comprising the Subject Land together with any modifications /amendments /revisions /alterations from time to time, to submit the same before the concerned authorities including but not limited to the concerned municipality/ Bidhannagar municipal corporation and/or panchayat, as the case may be, and to have the same sanctioned and modified and/or amended and/or revised and/or altered, and for the aforesaid purpose to sign, execute, deliver and submit all applications, papers, documents, statements, affidavits, forms, undertakings, declarations etc. as may be necessary and/or required from time to time.
6. To appear and represent each of the Owners before any and/or all authorities(statutory or otherwise) and/or any government and/or semi-government authorities, revenue authorities, including but not limited to the concerned municipality/municipal corporation/panchayat, HIDCO, Block Land & Land Reforms Office, Collector, Additional Collector Survey Authorities, Town Planning Authorities, Development Trust & Authority, West Bengal Fire Services, police, the pollution control board and/or the environment department and all licensing authorities and/or any other statutory authority and/or any other authorities appointed under the law for the time being in force, for any matter connected with any of the Land Parcels comprising the Subject Land, and further to apply for and obtain any approvals, sanctions, permissions, etc. and for the aforesaid purpose to sign, execute, submit and deliver all letters,



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applications, agreements, documents, undertaking, forms, affidavits and papers as may be necessary or required from time to time.

7. To pay the fees, obtain sanctions and/or approvals and/or consents and such other orders and/or permissions from the concerned authorities as may be necessary and/or expedient for the sanction and/or modification, alteration etc. of the building plan, to receive refund of the excess amount of fees, if any paid for the same, and also to apply for and obtain from the concerned authorities, the occupancy certificate(s) and/or the completion certificate(s).
8. To submit and take delivery of the Title Deeds and all papers and documents as be required by any of the necessary authorities including but not limited to for any of the aforesaid purposes.
9. To apply for and obtain electricity, gas, water, sewerage, drainage, tube-well, generator, lift and/or connections of any other facility and/or utility in and/or to the Subject Land and/or the Project and/or to make alterations therein, and to close down and/or to have the same disconnected, and for such purpose to sign, execute, submit and deliver all deeds, papers, applications, documents and plans, and do all others acts, deeds and things as may be deemed fit and proper by the Developer.
10. To obtain and/or give right of way, access, right to lay drains, water mains, electric cables, telephone, fax lines and telegraph cables etc., underground and over-head (as the case may be) on such terms and conditions as may be determined by the Developer at its sole and absolute discretion, and for such purpose to obtain and give, sign, execute and deliver all deeds, undertakings, writings, etc. as may be necessary or required from time to time.
11. To ask, demand, sue for recovery and receive, of and from all Persons and/or Governmental Authorities and/or bodies/authorities (statutory or otherwise), any claims or demands or actions or rights or otherwise, of or relating to or concerning any of the Land Parcels comprising the Subject Land and/or the proposed development thereof howsoever.
12. To file, initiate, prosecute, enforce, defend, oppose etc. all suits, writ petitions, actions, demands, legal proceedings (whether civil or criminal), appeals etc. in any court of law and/or tribunal and/or any quasi-judicial authority and/or any other forum in any manner concerning any of the Land Parcels comprising the Subject Land, including acquisition/requisition/vesting of any part or portion of the Subject Land, and if deemed fit by the Developer, to make a counter claim and/or compromise and/or settle and/or abandon each of such suits, writ petitions, actions, legal proceedings etc. upon such terms and conditions as the Developer may deem fit and proper and/or to refer



ADDITIONAL REGISTRAR  
OF ASSURANCES, MANGALURU

14 SEP 2013

any dispute to arbitration as the Developer may deem fit and proper, and further to depose, give evidence and make submissions for and on behalf of each of the Owners in each of such legal proceedings etc.

13. To sign, execute, verify, affirm, file, submit, serve etc. all statements, affidavits, applications, undertakings, complaints, petitions, written statement, memo of appeal etc. and all and any other papers, deeds, documents as may be necessary to be executed for and/or on behalf of each of the Owners in pursuance of the powers granted herein.
14. To sign, issue, deliver, serve, receive and accept all notices, writ of summons, letters and correspondence as may be required from time to time in connection with all or any of the matters contained herein and/or in this Agreement.
15. To negotiate and sell and/or Transfer and/or convey and/or assign and/or lease and/or let and/or deal with any part or portion of any of the Land Parcels comprising the Subject Land and/or any undivided share and/or interest in therein and/or any building(s)/improvement(s) etc. which may be constructed thereon and/or any part or portion thereof and/or any of the several areas/spaces (open and/or covered) thereat, in accordance with the terms of this Agreement, on such terms and to such Persons as the Developer may deem fit and proper, and to receive and appropriate the entirety of the consideration in lieu thereof and/or for such other purpose as may be deemed fit by the Developer.
16. To do, execute and perform all acts, deeds and things pertaining to Title Rectification of any of the Land Parcels comprising the Subject Land.
17. To sign, execute, enter into, modify, cancel, alter, draw, approve, present for registration and admit the execution of all papers, deeds, documents, contracts, agreements, conveyance deeds, leases, grants, gifts, assurances, applications, declarations and all other documents in connection with any of the Land Parcels comprising the Subject Land and/or any part or portion thereof, *inter alia*, for the sale, Transfer, lease, license, assignment in/over/in respect of any of the Land Parcels comprising the Subject Land and/or any part or portion thereof and/or any undivided share and/or interest therein and/or any building(s)/improvement(s) etc. which may be constructed thereon and/or any part or portion thereof and/or any of the several areas/spaces (open and/or covered) thereat, in accordance with the terms of this Agreement, on such terms and to such Person(s) as the Developer may deem fit and proper, and/or for such other purpose as may be deemed fit by the Developer.
18. To sign, execute, enter into, modify, cancel, alter, draw, approve, present for registration and admit execution of all papers, deeds, documents, contracts, agreements, assurances, applications, declarations and all other documents in connection with the Subject Land



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA

04 SEP 2019



in accordance with the terms of this Agreement, on such terms and to such Identified Person(s) as the Developer may deem fit and proper.

19. To arrange for financing of the project (project finance) from any Banks and/or Financial Institutions for construction and completion of the project upon such terms and conditions as may be applicable. Such finance may be secured by mortgaging the said project land belonging to the Owners in favour of any bank/ financial institution by deposit of original title deeds of the said project land and the originals of other deeds and documents by way of Equitable Mortgage and/or by executing Simple Mortgage and/or by creating English mortgage. Further the Developer shall create charge in respect of its share of revenue or allocation in the project without creating any charge / liability in respect of Owner's share of revenue or owner's allocation in the project. Further, the Developer may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposit title deeds, deliver the title deeds and to receive back the title deeds, etc."
20. To sign, execute, deliver, enter into, present for registration and admit execution of all papers, deeds, documents, contracts, agreements, conveyance deeds, declarations and all other documents in connection with rectification of the title of any of the Land Parcels comprising the Subject Land.
21. To hand over and/or deliver the various parts and/or portions of any of the Land Parcels comprising the Subject Land and/or the Project and/or the building(s)/improvement(s) to be constructed on any of the Land Parcels comprising the Subject Land including the units, parking spaces, etc. therein, to such Person(s), in terms of this Agreement, as the Developer may at its absolute discretion deem fit and proper.
22. To ask for, receive and recover from the Intending Transferee(s) all consideration, charges, service charges and other charges and sums of moneys in respect of any part or portion of any of the Land Parcels comprising the Subject Land and/or the Project and/or the building(s)/improvement(s) to be constructed on any of the Land Parcels comprising the Subject Land and/or the spaces thereon/therein in any manner whatsoever, and also on non-payment thereof, to enter upon and restrain and/or take legal steps for the recovery thereof as the Developer may deem fit and proper.
23. To appear and represent each of the Owners before all authorities for fixation and/or finalization of the land revenue and/or valuation of each of the Land Parcels comprising the Subject Land, and for such purpose to sign, execute, submit and deliver necessary papers and documents, and to do, execute and perform all other acts, deeds and things as the Developer may deem fit and proper.

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26 FEB 2016

24. To make necessary representations including filing of complaints and appeals before all the concerned authorities including the courts of competent jurisdiction for/regarding the fixation of the land revenue and/or valuation of each of the Land Parcels comprising the Subject Land and/or the rateable value of the new building(s) to be constructed thereon, and to file appeals, applications and other proceedings in any court, forum or tribunal.
25. To do, execute and carry out all acts, deeds, matters and things as may be found necessary and expedient for the purpose of effective development of each of the Land Parcels comprising the Subject Land and/or the Project and/or dealing with each of the Land Parcels comprising the Subject Land and/or the constructions thereon.
26. To appear and represent each of the Owners before any Notary Public, Registrar of Assurances and/or any other Registrar having jurisdiction over the Land Parcels comprising the Subject Land, Metropolitan Magistrate, oath commissioner(s), any other officers and/or government body(ies)and/or department(s), and to make submissions for and on behalf of each of the Owners.
27. For the better doing and more effectually executing the powers and authorities aforesaid or any of them, to retain, employ and appoint advocates, pleaders, mukhtars, agents etc., to terminate their appointment from time to time and to appoint others.
28. To do all acts, deeds and things concerning the authorities granted herein and/or in/under this Agreement in respect of each of the Land Parcels comprising the Subject Land.
29. To make representations and warranties for and on behalf of each of the Owners in respect of the Owners and each of the Land Parcels comprising the Subject Land including restating and reiterating the representations and warranties made by the Owners in/under this Agreement.
29. To appoint substitute or substitutes and delegate the powers and authorities granted hereby in part or in whole and to revoke any of such appointments.



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4 SEP 2010

**SPECIMEN FORM FOR TEN FINGERPRINTS**



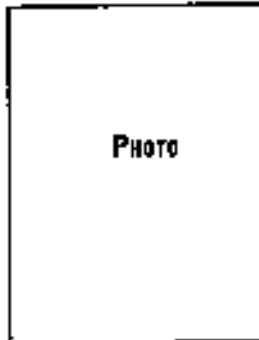
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<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					

Signature *Fyish Chera*



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					

Signature *Valenti...*



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					

Signature \_\_\_\_\_



14 SEP 2019

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

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

**Earthpure Realty LLP**

*Piyush Khanna*

Designated Partner/Authorised Signatory

**EARTHPURE REALTY LLP**

(Owner No. 1)

**Jagatguru Infra LLP**

*Piyush Khanna*

Designated Partner/Authorised Signatory

**JAGATGURU INFRA LLP**

(Owner No. 2)

**Kishan Buildcon LLP**

*Piyush Khanna*

Designated Partner/Authorised Signatory

**KISHAN BUILDCON LLP**

(Owner No. 3)

**Ramswaroop Estate LLP**

*Piyush Khanna*

Designated Partner/Authorised Signatory

**RAMSWAROOP ESTATE LLP**

(Owner No. 4)

Attribute Build Worth (P) Limited

*Piyush Khanna*

Authorised Signatory

**ATTRIBUTE BUILD WORTH**

**PRIVATE LIMITED**

(Owner No. 5)

A

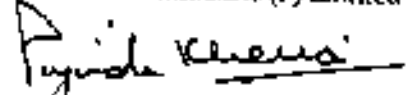


ADDITIONAL REGISTRAR  
OF ASSURANCES, KARNATAKA

14 SEP 2019



Single Point Commosale (P) Limited

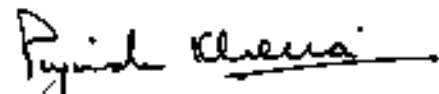


Authorised Signatory

**SINGLE POINT COMMOSALE  
PRIVATE LIMITED**

(Owner No. 6)

Single Point Agencies (P) Limited

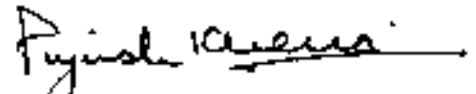


Authorised Signatory

**SINGLE POINT AGENCIES  
PRIVATE LIMITED**

(Owner No. 7)

Capetown Tradelink (P) Limited

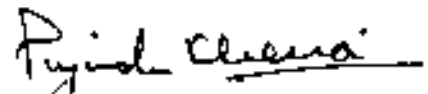


Authorised Signatory

**CAPETOWN TRADELINK  
PRIVATE LIMITED**

(Owner No. 8)

Utsav Vinimay (P) Limited



Authorised Signatory

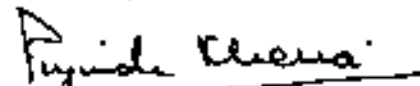
**UTSAV VINIMAY  
PRIVATE LIMITED**

(Owner No. 9)



ADDITIONAL REGISTRAR  
OF ASSURANCES - IV, KOLKATA  
14 SEP 2019

Purti Project (P) Limited



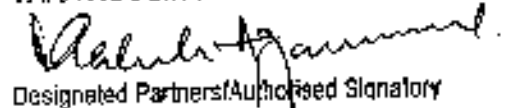
Authorised Signatory

**PURTI PROJECT  
PRIVATE LIMITED**

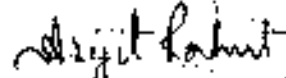
(Owner No. 10)

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

VARA HOUSING DEVELOPERS LLP



Designated Partner/Authorised Signatory

**VARA HOUSING DEVELOPERS LLP  
(Developer)**Witness:1. 16, Bipradas Chatterjee Lane,  
Shreeban, Howrah - 711002 (W.B)2.   
14E/2/1A, Naktala Road  
Kolkata - 47Drafted and prepared by me as per document produce before me and instruction from  
my client.

Advocate

14/15, Court, Calcutta

14/15 - 14/2/2002

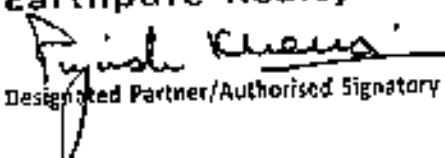
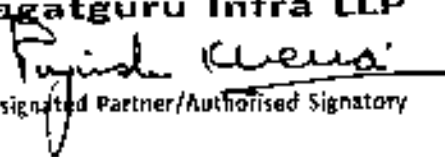
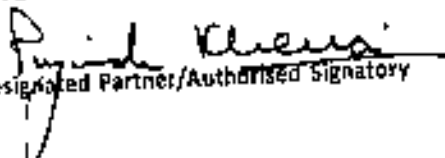
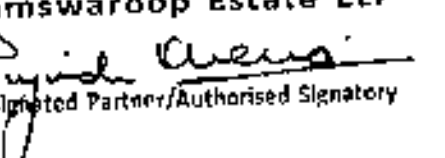
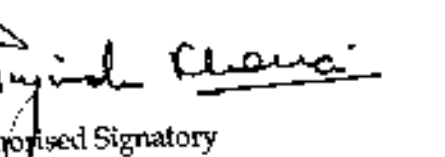


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4 SEP 2019

**Memo of Receipt**

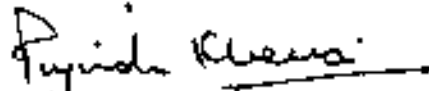
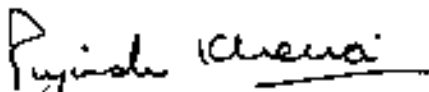
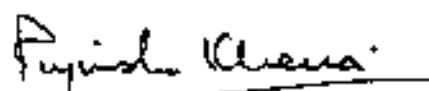
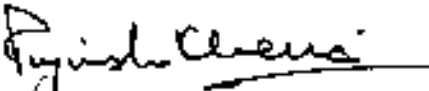

Received by each of the within named Owners from the within named Developer, a sum of Rs. 1,12,11,000/- (Indian Rupees One Crore Twelve Lacs Eleven Thousand only) being the entirety of the Security Deposit in terms of the Development Agreement and these presents, as follows:

Owner Name	Amount	Mode	Signature
Earthpure Realty LLP	3,13,000/-	Cheque No. 000038, dt 14.08.2019, drawn on Kotak Mahindra Bank Ltd.	<b>Earthpure Realty LLP</b>  Designated Partner/Authorised Signatory
Jagatguru Infra LLP	14,23,000/-	Cheque No. 000039, dt 14.08.2019, drawn on Kotak Mahindra Bank Ltd.	<b>Jagatguru Infra LLP</b>  Designated Partner/Authorised Signatory
Kishan Buildcon LLP	12,08,000/-	Cheque No. 000040, dt 14.08.2019, drawn on Kotak Mahindra Bank Ltd.	<b>Kishan Buildcon LLP</b>  Designated Partner/Authorised Signatory
Ramswaroop Estate LLP	9,74,000/-	Cheque No. 000041, dt 14.08.2019, drawn on Kotak Mahindra Bank Ltd.	<b>Ramswaroop Estate LLP</b>  Designated Partner/Authorised Signatory
Attribute Build Worth Private Limited	11,30,000/-	Cheque No. 000042, dt 14.08.2019, drawn on Kotak Mahindra Bank Ltd.	Attribute Build Worth (P) Limited  Authorised Signatory


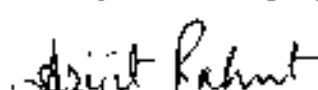


ADDITIONAL REGISTRAR  
OF ASSURANCES, KOLKATA

14 SEP 2019

Single Point Commosale Private Limited	12,72,000/-	Cheque No. 000043, dt 14.08.2019, drawn on Kotak Mahindra Bank Ltd.	Single Point Commosale (P) Limited  Authorised Signatory
Single Point Agencies Private Limited	12,46,000/-	Cheque No. 000044, dt 14.08.2019, drawn on Kotak Mahindra Bank Ltd.	Single Point Agencies (P) Limited  Authorised Signatory
Capetown Tradelink Private Limited	9,35,000/-	RTGS vide UTR no. KKBKR5201909 0300779817, dt 03.09.2019, from Kotak Mahindra Bank Ltd.	Capetown Tradelink (P) Limited  Authorised Signatory
Utsav Vinimay Private Limited	13,55,000/-	RTGS vide UTR no. KKBKR5201909 0200689930, dt 02.09.2019, from Kotak Mahindra Bank Ltd.	Utsav Vinimay (P) Limited  Authorised Signatory
Purti Project Private Limited	13,55,000/-	Cheque No. 000047, dt 14.08.2019, drawn on Kotak Mahindra Bank Ltd.	Purti Project (P) Limited  Authorised Signatory

**Witnesses:**

-   
16, Bipradas Chatterjee Lane,  
Shibganj, Howrah- 711002 (W.B.)
-   
14E/1/1A Naktala Road  
Kolkata - 47

*[Handwritten signature]*



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
14 SEP 2019



आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

EARTHPURE REALTY LLP



2018-19

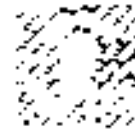
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18/07/2018



आयकर विभाग  
INCOME TAX DEPARTMENT  
JAGADGURU INFRA LLP

भारत सरकार  
GOVT. OF INDIA



22/08/2016

AAMFJ2328C

आयकर विभाग, असेसमेंट विभाग, दिल्ली  
आयकर विभाग, असेसमेंट विभाग, दिल्ली  
ए-40, मॉडर्न, नयी दिल्ली, पिन कोड - 110 041, कॉम 000/16  
फोन: दिल्ली नगर निगम कार्यालय के पास  
फोन - 411 2116

Jagadguru Infra LLP, Chartered Accountants  
Income Tax PAN Services Unit, NSDL  
Plot No. 41, Survey No 9378,  
Modern Colony, Near Deep Bangalow Clubhouse  
Pin - 111 216

Tel: 91-20-27212116, Fax: 91-20-2721 4085  
: Email: jagadguru@jagadguru.com



आयकर विभाग  
INCOME TAX DEPARTMENT  
BANSWARI/OP ESTATE LLP

भारत सरकार  
GOVT. OF INDIA



22/08/2016

AAUFR5B28D

आयकर विभाग, नई दिल्ली  
आयकर विभाग, नई दिल्ली  
आयकर विभाग, नई दिल्ली  
आयकर विभाग, नई दिल्ली  
आयकर विभाग, नई दिल्ली

आयकर विभाग, नई दिल्ली  
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आयकर विभाग, नई दिल्ली

आयकर विभाग, नई दिल्ली  
आयकर विभाग, नई दिल्ली  
आयकर विभाग, नई दिल्ली  
आयकर विभाग, नई दिल्ली  
आयकर विभाग, नई दिल्ली



DATE: \_\_\_\_\_  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_  
STATE: \_\_\_\_\_  
ZIP: \_\_\_\_\_  
ADDITIONAL INFORMATION: \_\_\_\_\_

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સામાજિક સેવા વિભાગ  
SOCIAL WELFARE DEPARTMENT  
સરકારી સેવા વિભાગ  
GOVT. SERVICE DEPARTMENT  
રાજકોટ  
RAJKOT

11/10/2007

AADCCZ



आयकर विभाग

भारत सरकार

आयकर विभाग

GOVT OF INDIA

PURVI PROJECT PRIVATE LIMITED

CS072006

आयकर अभिलेख संख्या

AAECR1264C

उत्सव विभाग  
UTSAV ELEMENT



भारत सरकार  
GOVERNMENT OF INDIA

UTSAV VIMIMAY PRIVATE LIMITED

12/07/2005

12/07/2005

12/07/2005

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA



भारतीय आयकर भंडा (NET)  
Permanent Account Number Card

AAQPV4879A

व्यक्ति का नाम  
YARA HOUSING DEVELOPERS LLP

आयकर विभाग  
INCOME TAX DEPARTMENT  
16/05/2018

16/05/2018

ಪ್ರವಾಸಿ ಸಂಸ್ಥೆಗಳನ್ನು ಸುಸ್ಥಿರವಾಗಿ ಅಭಿವೃದ್ಧಿ  
ಗೊಳಿಸುವುದು, ಪ್ರವಾಸಿ ಸಂಸ್ಥೆ  
ಗಳನ್ನು ಸುಸ್ಥಿರವಾಗಿ ಅಭಿವೃದ್ಧಿಗೊಳಿಸುವುದು,  
ಪ್ರವಾಸಿ ಸಂಸ್ಥೆಗಳನ್ನು ಸುಸ್ಥಿರವಾಗಿ  
ಅಭಿವೃದ್ಧಿಗೊಳಿಸುವುದು.

ಪ್ರವಾಸಿ ಸಂಸ್ಥೆಗಳನ್ನು ಸುಸ್ಥಿರವಾಗಿ ಅಭಿವೃದ್ಧಿ  
ಗೊಳಿಸುವುದು, ಪ್ರವಾಸಿ ಸಂಸ್ಥೆ  
ಗಳನ್ನು ಸುಸ್ಥಿರವಾಗಿ ಅಭಿವೃದ್ಧಿಗೊಳಿಸುವುದು,  
ಪ್ರವಾಸಿ ಸಂಸ್ಥೆಗಳನ್ನು ಸುಸ್ಥಿರವಾಗಿ  
ಅಭಿವೃದ್ಧಿಗೊಳಿಸುವುದು.

Tel: 01-20-2731 3061, Fax: 01-20-2731 3061  
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Karnataka





बिना किसी भी शुल्क के  
भारत सरकार

Without any charge  
Government of India

भारत सरकार का प्रमाणित प्रमाणपत्र

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भारत सरकार

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भारत सरकार का प्रमाणित प्रमाणपत्र



भारत सरकार का प्रमाणित प्रमाणपत्र Your Reference No.:

**2729 0779 0777**

भारत सरकार का प्रमाणित प्रमाणपत्र



भारत सरकार  
Government of India

भारत सरकार का प्रमाणित प्रमाणपत्र



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भारत सरकार का प्रमाणित प्रमाणपत्र



भारत सरकार

भारत सरकार का प्रमाणित प्रमाणपत्र

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भारत सरकार का प्रमाणित प्रमाणपत्र  
Unique Identification Authority of India

भारत सरकार का प्रमाणित प्रमाणपत्र

2729 0779 0777



भारत सरकार का प्रमाणित प्रमाणपत्र

आयकर विभाग

INCOME TAX DEPARTMENT

MAHESH AGARWAL

MAHESH AGARWAL

04/12/1970

ADBPA11500

*M. S. Agarwal*

भारत सरकार

GOVT OF INDIA





ভারত সরকার  
Government of India

কেন্দ্রীয় সরকার  
Central Government  
সংসদীয় কার্যালয়  
New Delhi



7121 3431 7914

আমাদের সাথে, আমার পরিচয়

Unique Identification Authority of India

ভারত সরকার  
Central Government  
সংসদীয় কার্যালয়  
New Delhi

7121 3431 7914





भारत  
GOVERNMENT OF INDIA

M.S. ROY, MEMBER

LEGISLATIVE ASSEMBLY

1977

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भारत  
GOVERNMENT OF INDIA  
M.S. ROY, MEMBER  
LEGISLATIVE ASSEMBLY  
1977  
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ভারতীয় বিদ্যুৎ পরিচয় কার্ড  
**ভারত সরকার**  
**Unique Identification Authority**  
**Government of India**

Application ID / Enrollment No. : 10401829523966

0901201  
 7  
**Mani Sankar Roychowdhury**  
 94-41297  
 12  
 KANUNAMOYEL GREAT ROAD  
 Harcepur  
 Harcepur S.M. Taluk, Hooghly District  
 West Bengal - 700082



KL17191553ADF

17191553



আপনার আধার সংখ্যা / Your Aar Number No. :

**5234 9030 9275**

গ্রাহক - সাধারণ মানুষের অধিকার



ভারত সরকার  
**GOVERNMENT OF INDIA**



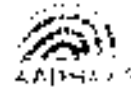
0901201  
**Mani Sankar Roychowdhury**  
 Age: 41 years  
 Father: BR. SHUBHANU ROYCHOWDHURY

কর্মসংস্থান / Job  
 Job: Mani

**5234 9030 9275**



গ্রাহক - সাধারণ মানুষের অধিকার



### উক্তি:

- Aadhaar পরিচয়পত্র প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়পত্র প্রমাণ অনলাইন অন্তর্ভুক্তি/সেবা ছাড়া প্রাপ্ত হতে পারে।

### INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

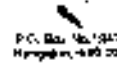
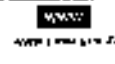
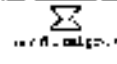
- Aadhaar সনাক্ত করে নেবে।
- Aadhaar ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা গ্রহণের সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



### ভারতীয় পরিচয়পত্র প্রাধিকরণ INDIAN IDENTIFICATION AUTHORITY OF INDIA

Address: 129  
KARUNAMOYEE GHAT  
PO: B. B. Mohanta  
C/O: Deptt. of Education,  
Tara Bazar, Cuttack  
Jharkhand, 753002

Address: 129  
KARUNAMOYEE GHAT  
PO: B. B. Mohanta  
C/O: Deptt. of Education,  
Tara Bazar, Cuttack  
Jharkhand, 753002



### Major Information of the Deed

Deed No :	I-1904-08812/2019	Date of Registration	14/09/2019
Query No / Year	1904-0001476887/2019	Office where deed is registered	
Query Date	11/09/2019 7:02:31 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	M S ROYCHOWDHURY 4, K S ROY ROAD, ROOM NO. 21, MEZZANINE FLOOR, KOLKATA, Thana : Mare Street, District : Kolkata, WEST BENGAL, PIN - 700001. Mobile No. : 9836301234, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,12,11,000/-]		
Set Forth value	Market Value Rs. 9,20,83,138/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,121/- (Article:4B(g))	Rs. 1,12,215/- (Article:E, E, B, M(a), M(b), I)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assesment slp.(Urban area)		

#### Land Details :

District: North 24-Parganas, P. S - Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Thakdari, Mouza: Thakdar., Ward No: 27 JI No: 19, Pin Code : 700102

Sch. No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1396	LR-2300	Bastu Shali	0.5321 Dec		5,28,753/-	Property is on Road
L2	LR-1387	LR-2300	Bastu Danga	0.7008 Dec		6,96,391/-	Property is on Road
L3	LR-1411	LR-2300	Bastu Shali	1.35 Dec		13,41,507/-	Property is on Road
L4	LR-1395	LR-2474	Bastu Shali	11.7563 Dec		1,16,82,341/-	Property is on Road
L5	LR-1396	LR-2557	Bastu Shali	9.9875 Dec		99,24,669/-	Property is on Road
L6	LR-1397	LR-2402	Bastu Danga	1.2504 Dec		12,42,534/-	Property is on Road
L7	LR-1410	LR-2402	Bastu Banshjha	3.9942 Dec		39,69,073/-	Property is on Road
L8	LR-1411	LR-2402	Bastu Shali	2.8053 Dec		27,87,852/-	Property is on Road
L9	LR-1397	LR-2478	Bastu Danga	3 Dec		29,81,127/-	Property is on Road
L10	LR-1410	LR-2478	Bastu Banshjha	5.1534 Dec		51,20,980/-	Property is on Road
L11	LR-1411	LR-2478	Bastu Shali	1.1853 Dec		11,77,843/-	Property is on Road
L12	LR-1410	LR-2475	Bastu Banshjha	6.9972 Dec		69,53,180/-	Property is on Road
L13	LR-1411	LR-2475	Bastu Shali	3.519 Dec		34,96,862/-	Property is on Road

L14	LR-1412	LR-2476	Bastu	Shali	7.5 Dec		74,52,818/-	Property is on Road
L15	LR-1410	LR-2476	Bastu	Banshaha	2.8014 Dec		27,83,776/-	Property is on Road
L16	LR-1396	LR-2477	Bastu	Shali	2.2304 Dec		22,16,388/-	Property is on Road
L17	LR-1412	LR-2477	Bastu	Shali	5.5 Dec		54,65,400/-	Property is on Road
L18	LR-1410	LR-2479	Bastu	Banshaha	1.2014 Dec		1,11,30,932/-	Property is on Road
L19	LR-1410	LR-2480	Bastu	Banshaha	11.2014 Dec		1,11,30,932/-	Property is on Road
		<b>TOTAL :</b>			<b>92.6661Dec</b>	<b>0 /-</b>	<b>920,83,138 /-</b>	
	<b>Grand Total</b>				<b>92.6661Dec</b>	<b>0 /-</b>	<b>920,83,138 /-</b>	

**Land Lord Details :**



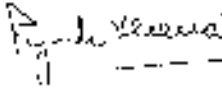
Sl No	Name,Address,Photo,Finger print and Signature
1	<b>EARTHPURE REALTY LLP</b> CF - 131 Sector - 1, Salt Lake City, Kolkata 70001, P.O.- BIDHANNAGAR, P.S.- North Bidhannagar, Bidhannagar, District-North 24-Parganas, West Bengal, India, PIN - 700064 , PAN No.: AAFPE6343R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	<b>JAGATGURU INFRA LLP</b> 66, Jatindra Mohan Avenue, 1st Floor, Kolkata 70000, P.O.- HATKHOLA, P.S.- Shyampukur, Kolkata, District-Kolkata, West Bengal, India, PIN - 700005 , PAN No.: AAMFJ2326C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	<b>KISHAN BUILDCON LLP</b> 66, Jatindra Mohan Avenue, 1st Floor, Kolkata 70000, P.O.- HATKHOLA, P.S.- Shyampukur, Kolkata, District-Kolkata, West Bengal, India, PIN - 700005 , PAN No.: AAQFK8450N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
4	<b>RAMSWAROOP ESTATE LLP</b> 66, Jatindra Mohan Avenue, 1st Floor, Kolkata 70000, P.O.- HATKHOLA, P.S.- Shyampukur, Kolkata, District-Kolkata, West Bengal, India, PIN - 700005 , PAN No.: AAUFR5028D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
5	<b>ATTRIBUTE BUILD WORTH PRIVATE LIMITED</b> 17, Ganesh Chandra Avenue, 3rd Floor, Kolkata - 70, P.O.- BOWBAZAR, P.S.- Bowbazar, Kolkata, District-Kolkata, West Bengal, India, PIN - 700013 , PAN No.: AALCA0701C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
6	<b>SINGLE POINT COMMOSE PRIVATE LIMITED</b> 17, Ganesh Chandra Avenue, 3rd Floor, Kolkata - 70, P.O.- BOWBAZAR, P.S.- Bowbazar, Kolkata, District-Kolkata, West Bengal, India, PIN - 700013 , PAN No.: AAQCS00646,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
7	<b>SINGLE POINT AGENCIES PRIVATE LIMITED</b> 17, Ganesh Chandra Avenue, 3rd Floor, Kolkata - 70, P.O.- BOWBAZAR, P.S.- Bowbazar, Kolkata, District-Kolkata, West Bengal, India, PIN - 700013 , PAN No.: AAQCS0062H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
8	<b>CAPETOWN TRADELINK PRIVATE LIMITED</b> 49A Tollygurge Circular Road, Kolkata - 700 053, P.O.- NEW ALIPORE, P.S.- New Alipore, District-South 24-Parganas, West Bengal, India, PIN - 700053 , PAN No.: AADCC2394R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

9	<b>UTSAV VINIMAY PRIVATE LIMITED</b> 14 Netaji Subhas Road, Kolkata - 700001, P.O:- GPO, P.S:- Hare Street, Kolkata, District-Kolkata, West Bengal, India. PIN - 700001, PAN No.: AAACU8248B, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
10	<b>PURTI PROJECT PRIVATE LIMITED</b> 14 Netaji Subhas Road, Kolkata - 700001, P.O:- GPO, P.S:- Hare Street, Kolkata, District-Kolkata, West Bengal, India. PIN - 700001, PAN No.: AAACP1264C, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative



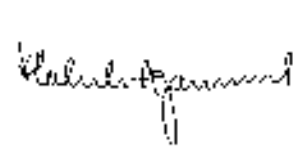
**Developer Details :**

Sl No	Name, Address, Photo, Finger print and Signature
1	<b>VARA HOUSING DEVELOPERS LLP</b> 14 Netaji Subhas Road, Kolkata - 700001, P.O:- GPO, P.S:- Hare Street, Kolkata, District-Kolkata, West Bengal, India. PIN - 700001, PAN No.: AAQFV4879A, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative



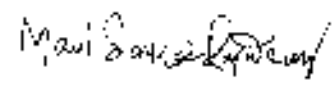
**Representative Details :**

Sl No	Name, Address, Photo, Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr PIYUSH KHERIA</b> Son of Mr. SUBHAS KUMAR KHERIA Date of Execution : 10/09/2019, Admitted by: Self, Date of Admission : 14/09/2019, Place of Admission of Execution: Office			
		Sep 14 2019 12:34PM	L11 14092019	14092019

CF - 131 Sector - 1, Salt Lake City, Kolkata 700064, P.O:- BIDHANNAGAR, P.S:- North Bidhannagar, Bidhannagar, District-North 24-Parganas, West Bengal, India, PIN - 700064, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AJEPK9227G, Aadhaar No: 27xxxxxxxx0777 Status: Representative Representative of: EARTH PURE REALTY LLP (as AUTHORIZED SIGNATORY), JAGAI GURU INFRA LLP (as AUTHORIZED SIGNATORY), KISHAN BUILDCON LLP (as AUTHORIZED SIGNATORY), RAMSWAROOP ESTATE LLP (as AUTHORIZED SIGNATORY), ATTRIBUTE BUILD WORTH PRIVATE LIMITED (as AUTHORIZED SIGNATORY), SINGLE POINT COMMOSALE PRIVATE LIMITED (as AUTHORIZED SIGNATORY), SINGLE POINT AGENCIES PRIVATE LIMITED (as AUTHORIZED SIGNATORY), CAPETOWN TRADELINK PRIVATE LIMITED (as AUTHORIZED SIGNATORY), UTSAV VINIMAY PRIVATE LIMITED (as AUTHORIZED SIGNATORY), PURTI PROJECT PRIVATE LIMITED (as AUTHORIZED SIGNATORY)

2:	Name	Photo	Finger Print	Signature
	<b>Mr MAHESH KUMAR AGARWAL (Presentant )</b> Son of Late GOKUL CHAND AGARWAL Date of Execution - 10/09/2019, Admitted by: Self. Date of Admission: 14/09/2019. Place of Admission of Execution: Office			
		Sep 14 2019 12:34PM	L11 14/09/2019	14/09/2019
49A, Tollygunge Circular Road, Kolkata 700053, P.O:- NEW ALIPORE, P.S:- New Alipore, District:- South 24-Parganas, West Bengal, India, PIN - 700053, Sex: Male, By Caste: Hindu, Occupation: Business. Citizen of: India, PAN No.: ADBPA1190P, Aadhaar No: 71xxxxxxxx7914 Status : Representative, Representative of : VARA HOUSING DEVELOPERS LLP (as DESIGNATED PARTNER)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr MANI SANKAR ROYCHOWDHURY</b> Son of Mr B ROYCHOWDHURY 4, K S ROY ROAD, ROOM NO. 21, P.O:- GPO, P S - Hare Street, Kolkata District - Kolkata, West Bengal, India, PIN - 700001			
	14/09/2019	14/09/2019	14/09/2019

Identifier Of Mr PIYUSH KHERIA, Mr MAHESH KUMAR AGARWAL

**Transfer of property for L1**

Sl.No	From	To, with area (Name-Area)
1	EARTHPURE REALTY LLP	VARA HOUSING DEVELOPERS LLP-0.5321 Dec

**Transfer of property for L10**

Sl.No	From	To, with area (Name-Area)
1	ATTRIBUTE BUILD WORTH PRIVATE LIMITED	VARA HOUSING DEVELOPERS LLP-5.1534 Dec

**Transfer of property for L11**

Sl.No	From	To, with area (Name-Area)
1	ATTRIBUTE BUILD WORTH PRIVATE LIMITED	VARA HOUSING DEVELOPERS LLP-1.1853 Dec

**Transfer of property for L12**

Sl.No	From	To, with area (Name-Area)
1	SINGLE POINT COMMOSALE PRIVATE LIMITED	VARA HOUSING DEVELOPERS LLP-6.9972 Dec

Transfer of property for L13		
Sl.No	From	To, with area (Name-Area)
1	SINGLE POINT COMMOSALE PRIVATE LIMITED	VARA HOUSING DEVELOPERS LLP-3.519 Dec
Transfer of property for L14		
Sl.No	From	To, with area (Name-Area)
1	SINGLE POINT AGENCIES PRIVATE LIMITED	VARA HOUSING DEVELOPERS LLP-7.5 Dec
Transfer of property for L15		
Sl.No	From	To, with area (Name-Area)
1	SINGLE POINT AGENCIES PRIVATE LIMITED	VARA HOUSING DEVELOPERS LLP-2.8014 Dec
Transfer of property for L16		
Sl.No	From	To, with area (Name-Area)
1	CAPTOWN TRADELINK PRIVATE LIMITED	VARA HOUSING DEVELOPERS LLP-2.2304 Dec
Transfer of property for L17		
Sl.No	From	To, with area (Name-Area)
1	CAPTOWN TRADELINK PRIVATE LIMITED	VARA HOUSING DEVELOPERS LLP-5.5 Dec
Transfer of property for L18		
Sl.No	From	To, with area (Name-Area)
1	JTSAV VINIMAY PRIVATE LIMITED	VARA HOUSING DEVELOPERS LLP-11.2014 Dec
Transfer of property for L19		
Sl.No	From	To, with area (Name-Area)
1	PURT PROJECT PRIVATE LIMITED	VARA HOUSING DEVELOPERS LLP-11.2014 Dec
Transfer of property for L2		
Sl.No	From	To, with area (Name-Area)
1	EARTHPURE REALTY LLP	VARA HOUSING DEVELOPERS LLP-0.7008 Dec
Transfer of property for L3		
Sl.No	From	To, with area (Name-Area)
1	EARTHPURE REALTY LLP	VARA HOUSING DEVELOPERS LLP-1.35 Dec
Transfer of property for L4		
Sl.No	From	To, with area (Name-Area)
1	JAGATOURJ INFRA LLP	VARA HOUSING DEVELOPERS LLP-11.7563 Dec
Transfer of property for L5		
Sl.No	From	To, with area (Name-Area)
1	KISHAN BUILDCON LLP	VARA HOUSING DEVELOPERS LLP-9.9875 Dec



**Transfer of property for L6**

Sl.No	From	To, with area (Name-Area)
1	RAMSWAROOP ESTATE LLP	VARA HOUSING DEVELOPERS LLP-1.2504 Dec

**Transfer of property for L7**

Sl.No	From	To, with area (Name-Area)
1	RAMSWAROOP ESTATE LLP	VARA HOUSING DEVELOPERS LLP-3.9942 Dec

**Transfer of property for L8**

Sl.No	From	To, with area (Name-Area)
1	RAMSWAROOP ESTATE LLP	VARA HOUSING DEVELOPERS LLP-2.8053 Dec

**Transfer of property for L9**

Sl.No	From	To, with area (Name-Area)
1	ATTRIBUTE BUILD WORTH PRIVATE LIMITED	VARA HOUSING DEVELOPERS LLP-3 Dec

**Land Details as per Land Record**

District: North 24-Parganas, P.S:- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Thakdari Mouza: Thakdari, Ward No: 27, Plot No: 18, Pin Code : 700102

Sch No	Plot & Khatian Number	Details Of Land	Ownername in English as selected by Applicant
L1	LR Plot No: 1396 LR Khatian No: 2300	Owner:আর্থপিওর রিয়েলটি, Gurdian:এল এ প, Address:সি এক ১৩১ সেক্টর ১ পল্ট লেক সিটি কলকাতা ৬৪, Classification:পুকুর, Area:0.01000000 Acre,	EARTH PURE REALTY LLP
L2	LR Plot No: 1397 LR Khatian No: 2300	Owner:আর্থপিওর রিয়েলটি, Gurdian:এল এ প, Address:সি এক ১৩১ সেক্টর ১ পল্ট লেক সিটি কলকাতা ৬৪, Classification:ডাল, Area:0.01000000 Acre,	EARTH PURE REALTY LLP
L3	LR Plot No - 1411, LR Khatian No:- 2300	Owner:আর্থপিওর রিয়েলটি, Gurdian:এল এ প, Address:সি এক ১৩১ সেক্টর ১ পল্ট লেক সিটি কলকাতা ৬৪, Classification:পুকুর, Area:0.02000000 Acre,	EARTH PURE REALTY LLP
L4	LR Plot No:- 1395, LR Khatian No:- 2474	Owner:জগদগুরু ইনফ্রা এলএলপি, Gurdian:নিমিটেড ম্যাজিস্ট্রেট পার্টনারশিপ, Address:৬৬ যতীন্দ্র মোহন এজিসিউ ১স্ট ফ্লোর কলকাতা ৫, Classification:বাগান, Area:0.13000000 Acre,	JAGATGURU INFRA LLP
L5	LR Plot No:- 1396, LR Khatian No:- 2557	Owner:কিশান বিল্ডকন, Gurdian:এল এ প, Address:৬৬ যতীন্দ্রমোহন এজিসিউ কলকাতা ৫, Classification:পুকুর, Area:0.10000000 Acre,	KISHAN BUILDCON LLP

L6	LR Plot No:- 1297, LR Khatian No - 2412	Owner:রাস স্বরূপ এস্টেট, Gurdian:এম এ প. Address:৬৬ যতীন্দ্র মোহন এগতিনিউ কলকাতা ৭০০ ০০৫ , Classification:ডাঙ্গা, Area:0.01000000 Acre,	RAMSWAROOP ESTATE LLP
L7	LR Plot No:- 1415, LR Khatian No - 2402	Owner:রাস স্বরূপ এস্টেট, Gurdian:এম এ প. Address:৬৬ যতীন্দ্র মোহন এগতিনিউ কলকাতা ৭০০ ০০৫ , Classification:বাঁশঝাড়, Area:0.03000000 Acre.	RAMSWAROOP ESTATE LLP
L8	LR Plot No:- 1411, LR Khatian No:- 2402	Owner:রাস স্বরূপ এস্টেট, Gurdian:এম এ প. Address:৬৬ যতীন্দ্র মোহন এগতিনিউ কলকাতা ৭০০ ০০৫ , Classification:পুকুর, Area:0.02000000 Acre,	RAMSWAROOP ESTATE LLP
L9	LR Plot No:- 1397, LR Khatian No:- 2478	Owner:আর্জিবিউট বিল্ড ওয়ার্থ প্রা.লি., Gurdian:অধোরাইজড সিগনেটরী অরিয়েন্ডেড রোড, Address:17, গণেশ চন্দ্র এগতিনিউ, ১৬ সের, কোলকাতা:-13 , Classification:ডাঙ্গা, Area:0.03000000 Acre,	ATTRIBUTE BUILD WORTH PRIVATE LIMITED
L10	LR Plot No:- 1410, LR Khatian No:- 2478	Owner:আর্জিবিউট বিল্ড ওয়ার্থ প্রা.লি., Gurdian:অধোরাইজড সিগনেটরী অরিয়েন্ডেড রোড, Address:17, গণেশ চন্দ্র এগতিনিউ, ১৬ সের, কোলকাতা:-13 . Classification:বাঁশঝাড়, Area:0.05000000 Acre,	ATTRIBUTE BUILD WORTH PRIVATE LIMITED
L11	LR Plot No:- 1411, LR Khatian No: 2478	Owner:আর্জিবিউট বিল্ড ওয়ার্থ প্রা.লি., Gurdian:অধোরাইজড সিগনেটরী অরিয়েন্ডেড রোড, Address:17, গণেশ চন্দ্র এগতিনিউ, ১৬ সের, কোলকাতা:-13 , Classification:পুকুর, Area:0.01000000 Acre,	ATTRIBUTE BUILD WORTH PRIVATE LIMITED
L12	LR Plot No:- 1410, LR Khatian No:- 2475	Owner:সিঙ্গেল পয়েন্ট কমসায়েল প্রা.লি., Gurdian:অধোরাইজড সিগনেটরী অরিয়েন্ডেড রোড, Address:17, গণেশ চন্দ্র এগতিনিউ, ১৬ সের, কোলকাতা:-13 , Classification:বাঁশঝাড়, Area:0.07000000 Acre.	SINGLE POINT COMMOSE PRIVATE LIMITED
L13	LR Plot No:- 1411, LR Khatian No:- 2475	Owner:সিঙ্গেল পয়েন্ট কমসায়েল প্রা.লি., Gurdian:অধোরাইজড সিগনেটরী অরিয়েন্ডেড রোড, Address:17, গণেশ চন্দ্র এগতিনিউ, ১৬ সের, কোলকাতা:-13 , Classification:পুকুর, Area:0.04000000 Acre.	SINGLE POINT COMMOSE PRIVATE LIMITED
L14	LR Plot No:- 1412, LR Khatian No:- 2476	Owner:সিঙ্গেল পয়েন্ট এজেন্সিস প্রা.লি., Gurdian:অধোরাইজড সিগনেটরী অরিয়েন্ডেড রোড, Address:17, গণেশ চন্দ্র এগতিনিউ, ১৬ সের, কোলকাতা:-13 . Classification:বাগান, Area:0.07000000 Acre,	SINGLE POINT AGENCIES PRIVATE LIMITED

L15	LR Plot No - 1410, LR Khata No - 2476	Owner:বিজয় পয়েন্ট প্রজেক্ট প্রা.লি., Gurdian:অধোরাইজড সিগনেচারী অরিন্জিত রাউ. Address:17, গণেশ চন্দ্র এডভান্সড, ১৬ স্টোর, কোলকাতা:-13 , Classification:বাণিজ্য, Area:0.03000000 Acre,	SINGLE POINT AGENCIES PRIVATE LIMITED
L16	LR Plot No - 1396, LR Khata No - 2477	Owner:ক্যাপটোউন ট্রেডলিঙ্ক প্রা.লি., Gurdian:অধোরাইজড সিগনেচারী অরিন্জিত রাউ. Address:49এ, টেলিগঙ্গ সারকুলার রোড, কোলকাতা:-53 , Classification:গুরু, Area:0.02000000 Acre,	CAPETOWN TRADELINK PRIVATE LIMITED
L17	LR Plot No - 1412, LR Khata No - 2477	Owner:ক্যাপটোউন ট্রেডলিঙ্ক প্রা.লি., Gurdian:অধোরাইজড সিগনেচারী অরিন্জিত রাউ. Address:49এ, টেলিগঙ্গ সারকুলার রোড, কোলকাতা:-53 , Classification:বাণ্য, Area:0.06000000 Acre,	CAPETOWN TRADELINK PRIVATE LIMITED
L18	LR Plot No - 1419, LR Khata No - 2479	Owner:উত্সব বিনিময় প্রা.লি., Gurdian:অধোরাইজড সিগনেচারী দেবানী দা. Address:14 নেতাজী সুভাষ রোড, কোলকাতা:- , Classification:বাণিজ্য, Area:0.12000000 Acre,	UTSAV VINIMAY PRIVATE LIMITED
L19	LR Plot No - 1410, LR Khata No - 2480	Owner:পূর্তি প্রজেক্ট প্রা.লি., Gurdian:পঙ্ক Address:14 নেতাজী সুভাষ রোড, কোলকাতা:- , Classification:বাণিজ্য, Area:0.11000000 Acre,	PURTI PROJECT PRIVATE LIMITED

**Endorsement For Deed Number : I - 190408812 / 2019**

**On 14-09-2019**

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

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

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

Presented for registration at 11:35 hrs. on 14-09-2019, at the Office of the A.R.A. - IV KOLKATA by Mr MAHESH KUMAR AGARWA.

**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 920,83,138/-

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

Execution is admitted on 14-09-2019 by Mr PIYUSH KHERIA, AUTHORIZED SIGNATORY, EARTHPURE REALTY LLP (LLP), CF - 131, Sector - 7, Salt Lake City, Kolkata 7000, P.O:- BIDHANNAGAR, P.S:- North Bidhannagar, Bidhannagar, District-North 24-Parganas, West Bengal, India, PIN - 700064; AUTHORIZED SIGNATORY, JAGATGURU INFRA LLP (LLP), 66, Jajindra Mohan Avenue, 1st Floor, Kolkata 7000, P.O:- HATKHOLA, P.S:- Shyampukur, Kolkata, District-Kolkata, West Bengal, India, PIN - 700005; AUTHORIZED SIGNATORY, KISHAN BUILDCON LLP (LLP), 66, Jajindra Mohan Avenue, 1st Floor, Kolkata 7000, P.O:- HATKHOLA, P.S:- Shyampukur, Kolkata, District-Kolkata, West Bengal, India, PIN - 700005; AUTHORIZED SIGNATORY, RAMSWAROOP ESTATE LLP (LLP), 66, Jajindra Mohan Avenue, 1st Floor, Kolkata 7000, P.O:- HATKHOLA, P.S:- Shyampukur, Kolkata, District-Kolkata, West Bengal, India, PIN - 700005; AUTHORIZED SIGNATORY, ATTRIBUTE BUILD WORTH PRIVATE LIMITED (Private Limited Company), 17, Ganesh Chandra Avenue, 3rd Floor, Kolkata - 70, P.O:- BOWBAZAR, P.S:- Bowbazar, Kolkata, District-Kolkata, West Bengal, India, PIN - 700013; AUTHORIZED SIGNATORY, SINGLE POINT COMMOSALE PRIVATE LIMITED (Private Limited Company), 17, Ganesh Chandra Avenue, 3rd Floor, Kolkata - 70, P.O:- BOWBAZAR, P.S:- Bowbazar, Kolkata, District-Kolkata, West Bengal, India, PIN - 700013; AUTHORIZED SIGNATORY, SINGLE POINT AGENCIES PRIVATE LIMITED (Private Limited Company), 17, Ganesh Chandra Avenue, 3rd Floor, Kolkata - 70, P.O:- BOWBAZAR, P.S:- Bowbazar, Kolkata, District-Kolkata, West Bengal, India, PIN - 700013; AUTHORIZED SIGNATORY, CAPETOWN TRADELINK PRIVATE LIMITED (Private Limited Company), 48A, Tollygunge Circular Road, Kolkata - 700 053, P.O:- NEW ALIPORE, P.S:- New Alipore, District South 24-Parganas, West Bengal, India, PIN - 700053; AUTHORIZED SIGNATORY, UTSAV VINIMAY PRIVATE LIMITED (Private Limited Company), 14 Netaji Subhas Road, Kolkata - 700001, P.O:- GPO, P.S:- Hare Street, Kolkata, District-Kolkata, West Bengal, India, PIN - 700001; AUTHORIZED SIGNATORY, PURTI PROJECT PRIVATE LIMITED (Private Limited Company), 14 Netaji Subhas Road, Kolkata - 700001, P.O:- GPO, P.S:- Hare Street, Kolkata, District-Kolkata, West Bengal, India, PIN - 700001

Incetified by Mr MANI SANKAR ROYCHOWDHURY, . . Son of Mr B ROYCHOWDHURY, 4, K S ROY ROAD, ROOM NO. 21, P.O: GPO, Thane, Hare Street, . City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 14-09-2019 by Mr MAHESH KUMAR AGARWAL, DESIGNATED PARTNER, VARA HOUSING DEVE. OPERS LLP (LLP), 14 Netaji Subhas Road, Kolkata - 700001, P.O:- GPO, P.S:- Hare Street, Kolkata, District-Kolkata, West Bengal, India, PIN - 700001

Incetified by Mr MANI SANKAR ROYCHOWDHURY, . . Son of Mr B ROYCHOWDHURY, 4, K S ROY ROAD, ROOM NO. 21, P.O: GPO, Thane, Hare Street, . City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 1,12,215/- ( B = Rs 1,12,110/-, E = Rs 21/-, J = Rs 55/-, M(a) = Rs 25/-, W(a) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,12,215/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/09/2019 at Kolkata Govt. Ref. No: 192019200073245511 on 14-09-2019, Amount Rs. 1,12,215/-, Bank: State Bank of India (SRIN0003001), Ref. No. IK0AFPUWN6 on 14-09-2019, Head of Account 0030-03-104-001-02

**Payment of Stamp Duty**

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

**Description of Stamp:**

Stamp Type: Imprinted, Serial No 3439, Amount: Rs.100/-, Date of Purchase: 19/06/2019, Vendor name: B Ghosh Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/09/2019 at Kolkata Govt. Ref. No: 192019200073245511 on 14-09-2019, Amount Rs: 75,021/-, Bank: State Bank of India (SRIN0003001), Ref. No. IK0AFPUWN6 on 14-09-2019, Head of Account 003D-02-103-003-02



**Tridip Misra**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - IV KOLKATA**  
**Kolkata, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2019, Page from 420561 to 420645

being No 190408812 for the year 2019.



Digitally signed by TRIDIP MISRA  
Date: 2019.09.16 11:47:07 +05:30  
Reason: Digital Signing of Deed.

*(Faint signature or stamp)*

(Tridip Misra) 16-09-2019 11:46:28  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - IV KOLKATA**  
**West Bengal.**

(This document is digitally signed.)