

5095/2015

05277/15 72



Handwritten notes:
 137, 927/15
 14.03.10, 1671

पश्चिम बंगाल WEST BENGAL

N/C-1468/15

U 019853

137, 927/15
 14.03.10, 1671

Certified that the Document is a correct and
 registered copy of the original and the
 enclosed price of 100 rupees is the
 receipt part of the Document.

Signature

Assistant Registrar
 of Assurances, Kolkata

29.6.15

THIS DEVELOPMENT AGREEMENT MADE THIS THE 26th DAY
 OF June TWO THOUSAND AND FIFTEEN
 (26/6/2015) AT KOLKATA BY AND BETWEEN

Handwritten signatures:
 20/6/15
 22/6/15
 600/-



004692

09 JAN 2018

Serial.....
Name.....
Address.....
P.S.....

P-1 Group Realty Ltd
83, Tollya Road (S)
C/o-4B.

A. K. PURRAYASTHA, Stamp Vendor
Aizpur Police Court, Kat-27

Jayanti Pandit
3/0 Gouhari Pandit
Chawhati (Nataraj Sone)
101-700149.

Socues



ADDITIONAL REGISTRAR
OF ASSAM
20 JAN 2018

(1) **PS GROUP REALTY LTD.** [Income Tax PAN AABCPS390E], a company incorporated under the Companies Act, 1956 having its Registered Office at No. 83, Topsia Road (South), Police Station - Topsia, Post office - Golindo Khata, Kolkata-700 046, represented by its Director Mr. Pradip Kumar Chopra, [Income Tax PAN ACAPC9922E], son of Late Motilal Chopra, residing at 52/4/1, Ballygunge Circular Road, Police Station - Ballygunge, Post office- Ballygunge, Kolkata - 700 019, hereinafter referred to as the "Owner No. 1"

(2) **ANGIRA SALES PVT. LTD.** [Income Tax PAN AAFCA9335E], a private limited company incorporated under the Companies Act, 1956, having its Registered Office at 36/1A, Elgin Road, Police Station - Bhawanipore, Post office - Elgin Post Office, Kolkata - 700 020, represented by its Authorized Signatory Mr. Prakash Bhimrajka [Income Tax PAN ADGPB7657M], son of Late Bajrang Lal Bhimrajka, of 36/1A, Elgin Road Police Station - Bhawanipore, Post Office - Elgin Post Office, Kolkata - 700020, hereinafter referred to as the "Owner No. 2"

(3) **BHUMI VINIRAY PVT. LTD.** [Income Tax PAN AACCB9850C], a private limited company incorporated under the Companies Act, 1956, having its Registered Office at 36/1A, Elgin Road, Police Station - Bhawanipore, Post office - Elgin Post Office, Kolkata - 700 020, represented by its Authorized Signatory Mr. Prakash Bhimrajka [Income Tax PAN ADGPB7657M], son of Late Bajrang Lal Bhimrajka, of 36/1A, Elgin Road Police Station - Bhawanipore, Post Office - Elgin Post Office, Kolkata - 700020, hereinafter referred to as the "Owner No. 3"

(4) **DEVKRIPA VANIJYA PVT. LTD.** [Income Tax PAN AACCD4722H], A private limited company incorporated under the Companies Act, 1956, having its Registered Office at Duplex Flat No. B-1, Block P, Sherwood Estate, 169, N.S.C. Bose Road, Police Station - Narandrapur, Post office - Narandrapur, Kolkata- 700 103, represented by its Authorized Signatory Mr. Prakash Bhimrajka [Income Tax PAN ADGPB7657M], son of Late Bajrang Lal Bhimrajka, of 36/1A, Elgin Road Police Station - Bhawanipore, Post Office - Elgin Post Office, Kolkata - 700020, hereinafter referred to as the "Owner No. 4"

(5) **P.K.C. & ASSOCIATES PVT. LTD.** [Income Tax PAN AABCP4806B], a private limited company incorporated under the Companies Act, 1956, having its Registered Office situated at 12C, Chakraborty Road (North), Police Station - Ballygunge, Post office - Ballygunge, Kolkata - 700 020, represented by its



REGISTRAR OF COMPANIES
INDIA
2-5, LAW ENFORCEMENT

authorized signatory, Mr. Pradip Kumar Chopra, [Income Tax PAN ACAPC99222B], son of Late Motilal Chopra, residing at 52/4/1, Ballygunge Circular Road, Police Station - Ballygunge, Post office- Ballygunge, Kolkata - 700 019, hereinafter referred to as the "Owner No. 5"

(6) **SREOME BUILDERS PVT. LTD.** [Income Tax PAN AAEC84070M], a private limited company incorporated under the Companies Act, 1956, having its Registered Office situated at 12K, Chakraborty Road (North), Police Station - Ballygunge, post office- Ballygunge, Kolkata - 700 020, represented by its authorized signatory, Mr. Pradip Kumar Chopra, [Income Tax PAN ACAPC99222B], son of Late Motilal Chopra, residing at 52/4/1, Ballygunge Circular Road, Police Station - Ballygunge, Post office- Ballygunge, Kolkata - 700 019, hereinafter referred to as the "Owner No. 6"

(7) **SUBSARITA TIE UP PVT. LTD.** [Income Tax PAN AALC80491B], a private limited company incorporated under the Companies Act, 1956 having its Registered Office at P-17A, C.I.T. Scheme No. XLVII, Ashutosh Chowdhury Avenue, Flat - G2, Post office- Ballygunge, Police Station - Kareya, Kolkata - 700 019, represented by its Director Mr. Bhuba Sanakar Pramanik [Income Tax PAN APQP6876E], son of Ananta Kumar Pramanik, residing at 264/2B/1 N.S.C Bose Road, post office - Naktala, Police Station - Netaji Nagar, Kolkata - 700 047 hereinafter referred to as the "Owner No. 7" and

(8) **PAR CARE RESEARCH & MEDICAL PVT. LTD.** [Income Tax PAN AADCP0842K], a private limited company incorporated under the Companies Act, 1956 having its Registered Office situated at No. P-17A, Ashutosh Chowdhury Avenue, Post office - Ballygunge, Police Station - Kareya, Kolkata - 700 019, represented by its Director Mr. Bhuba Sanakar Pramanik [Income Tax PAN APQP6876E], son of Ananta Kumar Pramanik, residing at 264/2B/1 N.S.C Bose Road, post office - Naktala, Police Station - Netaji Nagar, Kolkata - 700 047, hereinafter referred to as the "Owner No. 8"

Hereinafter Owner No.1, Owner No.2, Owner No.3, Owner No.4, Owner No.5, Owner No.6, Owner No.7 and Owner No.8 collectively referred to as the **OWNERS**, wherever required in this agreement, which term or expression shall unless excluded by or repugnant to the subject or context shall mean and include their



ADDITIONAL REGISTRAR
26 JUN 2015

respective successors and/or successors in office/interest and assigns of the **FIRST PART**

AND

SKY VIEW DEVELOPERS, [Income Tax PAN ACCFS1233R] a partnership firm carrying on business at Trinity Tower, 33 Topsia Road (South) Kolkata 700 046, Post office - Gobindo Khatik, Police Station - Topsia, represented by one of its partner, P S Group Realty Ltd. [Income Tax PAN AABCP5390E], a company incorporated under the Companies Act, 1956 having its Registered Office at No. 83, Topsia Road (South), Police Station - Topsia, Post office - Gobindo Khatik, Kolkata-700 046 represented by its Director, Mr. Sarendra Kumar Dugar, [Income Tax PAN ACUPD1317K], son of Late J M Dugar, residing at 2B, Dover Road, Police Station - Ballyganga, Post office- Ballyganga, Kolkata - 700 019, being one of the Partner, hereinafter referred to as the **DEVELOPERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partner and/or partners and/or those who may be taken in and admitted as partner and/or partners and/or those who may carry on the business of Sky View Developers and their respective heirs, legal representatives, executors, administrators and assigns of the **SECOND PART**

AND

CHEN KUO JUNG [Income Tax PAN AABPC7934Q] a partnership firm carrying on business at, 47 South Tangra Road Kolkata 700 046, Police Station- Pragati Maidan, Post office - Gobindo Khatik represented by its Partner Miao Hsing Chen [Income Tax PAN ABZPC669D], son of Chen Kuo Jung, residing at 47 South Tangra Road Kolkata 700 046, Police Station- Pragati Maidan, Post office - Gobindo Khatik, hereinafter referred to as the **OCCUPANT** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partner and/or partners and/or those who may be taken in and admitted as partner and/or partners and/or those who may carry on the business of M/s. Chen Kuo Jung and their respective heirs, legal representatives, executors, administrators and assigns) of the **THIRD PART**



ADDITIONAL REGISTRAR
OF COMPANIES - CALCUTTA
26 JAN 2014

WHEREAS:

- A) The Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the various pieces and parcels of land containing by estimation an area of **57 Cottahs 2 Chittahs 24 sqft** (more or less) together with structures comprised of C.B./R.S. Dag Nos 317,318,319, 320, 320/329,356/380(P) Mouza Tangra, J.L. No.5 numbered as 72 Mathemantola Road, Kolkata 700046 Police Station - Pragati Mohan in the District of 24 Parganas South (more fully and particularly mentioned and described in the **SCHEDULE** hereunder written and hereinafter referred to as the said **PROPERTY**).
- B) The entirety of the said Property is presently being owned by the respective Owners in the manner set out in the Second Schedule.
- C) The Owners amongst themselves had agreed to cause the said Property to be developed and for the aforesaid purpose, were on the look out for a Developer to undertake the development thereof.
- D) The **DEVELOPER** herein, on coming to know of the intention of the Owners to develop the Said property as mentioned above as part of its business activities approached the Owners with an offer to develop the into a residential apartment complex comprising of high rise residential apartment building/s with residential apartments of different dimensions constructed therein contained in one or more blocks and share the revenues arising from the sale of the same in the agreed ratio, pursuant to which the Developer has agreed to develop the same and sell the built up area together with the land and share the revenue with the Owners in the agreed ratio in which the Owners made the following representations:-
- (a) that the Owners are the absolute owners of their respective extents in the said Property and that they have a good, marketable and subsisting title over the same
 - (b) that the said property is not subject to any attachments before or after judgment, acquisition/requisition proceedings, mortgage, charge and/lien of any kind, third party interest by way of prior



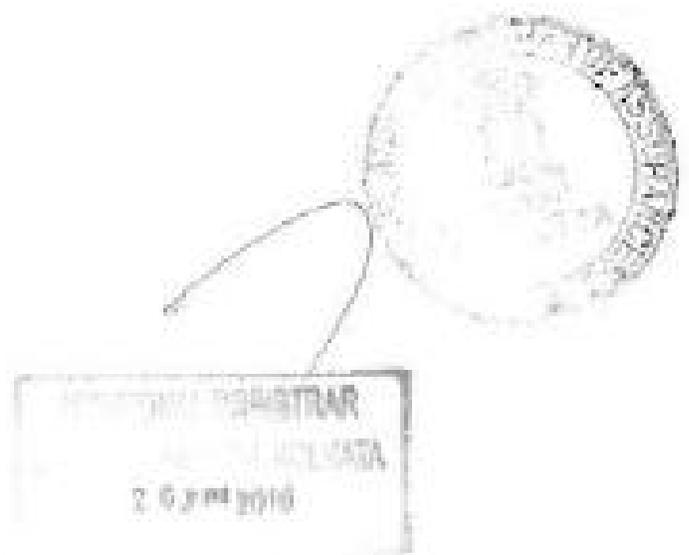
ADDITIONAL REGISTRAR
CENTRAL FINANCE CORPORATION
28 JUN 2016

agreements and/or agency coupled with interests or tax liabilities, attachment towards tax liability, nor has the Said Property been given as security for any purpose either directly or indirectly or made part of any surety in any case or court proceedings;

- (c) that except the occupancy of M/s. Chen Kuo Jung there are no tenancy claims, mortgage claims lien or encumbrances of any kind on the Said Property;
- (d) that the Owners have not entered into any Agreement/arrangements for sale, lease, transfer or development of the Said Property with any other person;
- (e) that the Owners are in peaceful and uninterrupted possession and enjoyment of the Said Property;
- (f) that there are no legal impediments in law or under any other statute for the development of the Said Property and there are no restrictive covenants, easements and/or servitudes;
- (g) that the entire Said Property is contiguous block of land
- (h) that the Said Property is free from all acquisition proceedings and the Owners have not received any notice for acquisition of the Said Property or portions thereof from any statutory authorities or other government departments and agencies ;
- (i) that the Owners have treated their respective portions in the Said Property as their business asset and have consequently disclosed the same as stock in trade in their respective books of accounts.

WHEREAS, based on the aforesaid representations of the Owners, the Developer in turn has made the following representations:-

- ⇒ The Developer has the necessary expertise, experience, technical and financial ability to develop and construct the project envisaged on the Said Property.



SISTEM REGISTRAR

AGENCIJA REPUBLIKE HRVATSKE

Zagreb, 2019

- b) That the Developer has obtained a complete set of title records and connected documents relating to the Said Property from the Owners and pursuant thereto, has carried out due diligence on title through its Advocate/s and has fully satisfied itself on the clear and marketable title vesting in the hands of the Owners to the Said Property.
- c) That the Developer would be interested in undertaking the development of the Said Property entirely at their cost and expense by constructing thereupon a residential apartment complex comprising of residential buildings in one or more blocks consisting of various flats, units, apartments of different dimensions and other constructed spaces with common areas, facilities and amenities attached thereto with provision for car parking spaces meant for the exclusive use and enjoyment of the residents thereof by utilising the maximum Floor Area Ratio (F.A.R.) permissible under law (hereinafter referred to as the "project"), marketing the saleable super built area in the project and sharing the revenue arising out of the sale of the saleable super built area in the project and other connected and incidental revenues accruing and arising thereon with the Owners on the terms and conditions agreed to between them.

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

ARTICLE I - DEFINITIONS

- 1.1. In this Agreement unless the context otherwise permits the following expressions shall have the meanings assigned to them as under:
- i) **ARCHITECT** shall mean Raj Agarwal & Associates of 8H Beroi Street, Kollam - 700 016, appointed by the Developer for designing and planning of the said New Building and/or buildings forming part of the Housing Project and/or such person/persons as appointed by the Developer for designing and planning of the said New Building and/or buildings forming part of the Housing Project.
 - ii) **ADVOCATE** shall mean any person as may be decided by the Developer.



(Handwritten signature)
REGISTRAR OF COMPANIES
KOLKATA
25 JUN 2018

- iii) **ASSOCIATION** shall mean any Association/Syndicate/Adhoc Committee or Registered Society that may be formed by the Developer upon completion of the said Project for the common purposes having such rules, regulations and restrictions as may be deemed proper and necessary but not inconsistent with the provisions and comments herein contained.
- iv) **BLOCKS** shall mean the various blocks and/or buildings to be constructed erected and completed at the said Property in accordance with the Plan to be sanctioned by the authorities concerned and to comprise in the said Housing Project with such modifications and/or alterations as may be deemed necessary by the Architect of the said project Building comprising of various flats, units, apartments, constructed spaces and car parking spaces capable of being held and/or enjoyed independent of each other, each block and/or buildings comprising of various self contained flats units apartments constructed spaces and car parking spaces to be ultimately held and/or enjoyed by various persons on ownership basis.
- v) **CONSENTS** shall mean the planning permission and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or desirable for carrying out development, completion, use and occupation of the New Building and/or Buildings.
- vi) **COMMON AREAS, FACILITIES AND AMENITIES** - shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, overhead water tank, water pump and motor, drive-ways, common lavatories, ultimate roof, Generator, transformer, Effluent Treatment Plant, Fire Fighting systems and other facilities in the buildings, which may be decided by the Developer in its absolute discretion and provided by the Developer, and required for establishment, location, enjoyment, provisions, maintenance and/or management of the buildings in the said housing project.



[Handwritten signature]

ADDITIONAL REGISTRAR
28 JAN 2019

- vii) **COMMON EXPENSES** - shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the intending purchasers and all other expenses for the Common Purpose including those to be contributed, borne, paid and shared by the intending purchasers of the said housing project. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge.
- viii) **COMMENCEMENT OF CONSTRUCTION**- shall mean the date of the commencement of construction of the Housing Project after obtaining necessary approvals and sanctions from the Municipal authorities as per terms and conditions of sanctions, permits and approvals.
- ix) **DEVELOPMENT AGREEMENT** shall mean this Agreement.
- x) **DEVELOPER** shall mean the said **SKY VIEW DEVELOPERS** and shall mean and include the present partner and/or partners and/or those who may be taken in and admitted as partner and/or partners and/or those who may carry on the business of **SKY VIEW DEVELOPERS** and their respective heirs, legal representatives, executors, administrators and assigns.
- xi) **DISTRIBUTABLE REVENUE** shall mean proceeds from the sale of constructed area/saleable super built up area, in the said Project including sale value of super built up space (inclusive all common areas), car parking spaces, garden area, terraces, balconies, club membership fees (if any) preferred location charges, floor rise charges and all other proceeds realized from the customers/purchasers of apartments in the project including interest on delayed payment of installments, cancellation charges, collected from customers / purchasers of the built up area, in the said Project.



REGISTRAR OF COMPANIES
CALCUTTA
18th FEB 1958

- xxij) **FLATS/UNITS/APARTMENTS** shall mean the various flats units apartment constructed spaces and car parking spaces to be comprised in the various blocks and/or buildings and to be substantially for residential purposes to be ultimately held and/or owned by various persons on ownership basis.
- xxiii) **HOUSING PROJECT** shall mean the Housing project to be undertaken by construction erection and completion of new building and/or buildings at the said Property as defined hereinafter and to be ultimately transferred to various intending purchasers on ownership basis.
- xxiv) **INTENDING PURCHASERS** shall mean the persons intending to acquire the various flats, units, apartments, constructed spaces and car parking spaces on ownership basis.
- xxv) **NON DISTRIBUTABLE REVENUE/DEPOSITS** shall mean the amounts collected by the Developer as electricity/water/generator charges, legal fees, nomination charges, maintenance charges and maintenance deposit, contribution to sinking fund, taxes such as VAT, Service Tax, stamp duty and registration fees, tax assessment from the customers/purchasers of apartments/flats/units and other constructed areas in the Project.
- xxvi) **OWNERS** shall mean the various companies and shall include their respective successor and/or successors in office/interest and assigns.
- xxvii) **OCCUPANT** shall mean the said CHEN KUO JUNG and shall mean and include the present partner and/or partners who may carry on the business of CHEN KUO JUNG and their respective heirs, legal representatives, executors, administrators and assigns.
- xxviii) **PLAN** shall mean all the Plans to be sanctioned by the authorities concerned and shall include such modifications and/or alterations as may be necessary and/or required from time to time.



ADDITIONAL REGISTRAR
28 JUN 2018

- xix) **PROFESSIONAL TEAM** shall mean the Architects, Structural Engineers, Mechanical and/or Electrical Engineers, Surveyors and/or such other professional engaged and/or contracted by the Developer from time to time.
- xx) **PROJECT** shall mean the residential complex proposed to be developed on the said property comprising of residential buildings in one or more blocks consisting of various flats, units, apartments of different dimensions and other constructed spaces with common areas, facilities and amenities attached thereto with provision for car parking spaces meant for the exclusive use and enjoyment of the residents thereof.
- xxi) **PRE DEVELOPMENT COSTS** shall mean the aggregate of all costs charges and expenses including all fees payable to Architects, Engineers and other Agents, sanction fee, legal expenses and all amounts incurred by the Developer prior to the Commencement Date.
- xxii) **REVENUE SHARING** shall mean the sharing of the revenues accruing and arising from sale of flats/apartments/ units and other constructed areas in the project between the Owners and the Developer in the ratio as recorded below in this agreement.
- xxiii) **SAID PROPERTY** shall mean the Property described in the SCHEDULE hereunder written.
- xxiv) **START DATE** shall mean the date of sanction of the Plan.
- xxv) **SPECIFICATIONS** shall mean the specification with which the said new building and/or buildings shall be constructed, erected and completed as may be varied and/or modified from time to time as may be recommended by the Architect and consented to by both parties namely the Owners and the Developer. However, such specifications may be varied and/or be modified from time to time as may be mutually agreed upon by both the parties.



ADDITIONAL REGISTRAR
CALCUTTA
26 JUN 2018

xxv) **SERVICES** shall mean the supply to and installation on the property of electricity, water, gas, telecommunications, drainage and other services.

xxvii) **TOTAL DEVELOPMENT COSTS** shall mean the aggregate of all costs, fees and expenses relating with development work only wholly and exclusively expended or incurred by the Developer as more fully described in Article VI hereinafter.

ARTICLE II - INTERPRETATIONS

2.1 In this Agreement (save to the extent that the context otherwise so requires):

- i) Any reference to any act of Parliament/Assembly whether general or specific, and shall include any modification, extension or re-enactment of it for the time being in force and all instruments, notifications, amendments, orders, plans, regulations, bye laws, permissions or directions any time issued under it.
- ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, supplemented or novated.
- iii) An obligation of the Developer in this Agreement to do something shall include an obligation to procure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, or allow the same to be done.
- iv) Words denoting one gender shall include other genders as well.
- v) Words denoting singular number shall include the plural and vice versa.
- vi) A reference to a statutory provision includes a reference to any notification, modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modifications made in this Agreement.



ADDITIONAL REGISTRAR
MUMBAI
2: 6 JUN 2018

from time to time (in force as mutually agreed upon by the parties hereto.

- (vii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- (viii) All the Schedules shall have effect and be construed as an integral part of this agreement.

ARTICLE III – COMMENCEMENT DATE AND DURATION

- 4.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from 26th day of June 2015 (hereinafter referred to as the **COMMENCEMENT DATE**).
- 4.2 Unless terminated in the manner as hereinafter appearing this Agreement shall remain in full force and effect until such time the said Housing Project is completed in all respects.

ARTICLE IV – OCCUPANT

- 4.1 To enable the Developer to undertake development of the said Property it shall be the responsibility and obligation of the Owners to cause the Occupant to vacate the various parts and portions in its occupation.
- 4.2 The Occupant is presently in occupation of a part or portion of the said Property and it shall be obligation and responsibility of the Owners to cause the Occupant to vacate the same and to deliver complete vacant possession thereof to enable the Developer to undertake the Development of the said Property.
- 4.3 The Owners have already negotiated and settled with the Occupant whereby the Occupant has agreed to vacate the various parts and portions in its occupation on the express condition that the Occupant will be entitled to 35% of the total constructed area to comprise in various self contained flats units apartments constructed spaces and car parking spaces AND TOGETHER WITH the unbilled proportionate share in all common parts portions areas facilities and amenities to comprise in the said new building

[Handwritten signature]



ADDITIONAL REGISTRAR
WEST BENGAL, KOLKATA
20 JAN 2016

AND TOGETHER WITH the undivided proportionate share in the land comprised in the said Property attributable thereto (hereinafter referred to as the OCCUPANT'S AREA) subject however to the Occupant making payment and/or contributing such amount as determined by the Owners on account of the cost of construction (hereinafter referred to as the CONTRIBUTION COST).

- 4.4 It has been agreed by and between the parties hereto that the said Occupant's Area shall be provided out of the area which would have been belonged to Owners.
- 4.5 For the purpose of relocation of the Occupant the Developer shall construct a kitchen and make a tube well for the Occupant at the cost of the Developer.
- 4.6 It has been agreed that the Occupant shall handover possession to the Owners within 6 months from the date of execution of this agreement to enable the Developer to undertake the work of construction in the said property by demolishing the existing building and structures.
- 4.7 It is hereby expressly agreed and made clear that in as much as the Owners of the said Property shall cause the said property to be amalgamated with the neighboring property, the right of the Occupant shall remain restricted to the FAR allocable to the said Property ONLY and in no event the occupant shall be entitled to have any right over and in respect of any part or portion of the New Building and/or buildings to be constructed on the said neighboring property and/or FAR allocable in respect of the neighboring property.
- 4.8 It has been agreed between the parties herein that the 60% of the said Contribution Cost shall be adjusted and appropriated within 8 months from the date of sanction of plan by way of sale and transfer of the Occupant's Area and after adjustment and appropriation of the 60% of the Contribution Cost the Occupant shall be entitled to deal with the remaining occupants Area in any manner it may deem fit and proper.



ADDITIONAL REGISTRAR
REGISTRAR OF COMPANIES, KOLKATA
26 JUN 2018

- 4.9. For the aforesaid purpose the Owners shall be entitled to enter into agreement for sale and transfer of the flats units apartments constructed spaces and car parking spaces forming part of the Occupant's Area at a price decided by the Owners in consultation with the Occupant, and the Occupant has agreed to execute a Power of Attorney in favour of the Owners or its nominee and/or nominees and in any event the Owners as the Constituted Attorney and/or authorized representative of the Occupant shall be entitled to enter into agreement for sale and transfer of the Occupant's Area or any part or portion thereof until satisfaction of the 60% of the Contribution Costs and to receive realize and collect the amount of consideration and other amounts and to adjust and appropriate the same towards satisfaction of the Contribution Costs.
- 4.10. It has been further agreed and declared by the parties that the balance 40% of the Contribution Cost shall be refunded by the Occupant to the Owners within 3 months from the receipt of Completion Certificate in respect of the said Housing Project. On receipt of the balance 40% of the Contribution Cost the Occupant's Area in the new building in respect of the said Property shall be handed over to the Occupant.
- 4.11. If default is made by the Occupant in refunding the Contribution Cost then in such event the Occupant would be liable to pay interest on the outstanding Contribution Cost at the rate of 18% per annum from the date of default until refund. If the default continues for 90 (ninety) days, then the Owners shall be entitled to adjust the said sum outstanding by sale and/or transfer of the Occupant's Area at the prevailing market rate and it has been made clear by the Owners that until the said 40% of the Contribution Costs is refunded by the Occupant the Occupant would not be entitled to receive possession of the Occupant's Area.
- 4.12. Service Tax payable in respect of the Occupant's area shall be paid by the Occupant within 30 days from the date of issue of demand notice raised by the Developer and the Occupant shall keep the Developer indemnified for all costs charges and consequences if there is delay in payment by the Occupant.

10
11
12



[Handwritten signature]

ADDITIONAL REGISTRAR
OF ASSURANCE - KATA
2 OCT 2018

ARTICLE V - GRANT OF DEVELOPMENT RIGHT

5.1 In consideration of the mutual covenants on the part of the Developer herein to be paid, performed and observed and in further consideration of the Developer having agreed to undertake the development of the said Property and to incur all costs charges and expenses in connection therewith (hereinafter referred to as the **CONSTRUCTION COSTS**) subject to the Developer entering into this Development Agreement to enable the Developer to undertake development of the said Property, the Owners jointly and severally agree to grant the exclusive right of development in respect of the said Property unto and in favour of the Developer herein and in order to enable the Developer to implement the project on the said Property in accordance with the plan to be sanctioned by the authorities concerned. For this purpose, the Developer is hereby authorized and shall be entitled to-

- i) apply for and obtain at his cost all consents, approvals, sanctions and/or permissions as may be necessary and/or required for undertaking development of the said Property.
- ii) take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the Property or any adjoining or neighboring Property and which need to be diverted for undertaking the development work.
- iii) install all electricity, gas, water, telecommunications, and surface and foul water drainage to the Property and shall ensure that the same connects directly to the mains.
- iv) serve such notices/notice and enter into such agreement/agreements with statutory undertakers or other companies as may be necessary to install the services.
- v) give all necessary or usual notices under any statute affecting the demolition and clearance of the Property and the development, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said Property and pay all costs, fees and charges incidental to or consequential on,



ADDITIONAL REGISTRAR
OF LAND REVENUE & MOLKATA
26/01/2015

any such notice and indemnity and keep indemnified the Owners from and against all costs, charges, claims, actions, suits and proceedings.

- vi) remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the Plan and has agreed to keep the Owners and each one of them saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.
- vii) remain responsible for any accident and/or mishap caused by any act of the Developer while undertaking construction and completion of the said new building and/or buildings in accordance with the said Plan which may be sanctioned by authorities concerned and has agreed to keep the Owners saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.
- viii) comply and/or procure compliance with, all conditions attaching to the building permission and any other permissions which may be granted during the course of development.
- ix) comply or procure compliance with, all statutes and any enforceable codes of practice of the Municipality or other authorities affecting the Property or the development.
- x) take all necessary steps and /or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts, deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said Property.
- xi) incur all costs, charges and expenses for the purpose of constructing, erecting and completing the said new building and/or buildings in



ADDITIONAL REGISTRAR
MUMBAI
7. 8. 2019

accordance with the Plan to be sanctioned by the authorities concerned.

- xi) make proper provision for security of the said Property during the course of development.
- xii) not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said Property or any part or portions thereof.
- xiii) 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 agents as may be necessary and/or required for the purpose of construction, erection and completion of the said new building.
- xiv) to remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking the project in accordance with the Plan and to pay perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be paid performed and observed.
- xv) the Developer shall be entitled to borrow funds for the project from any banks or financial institution and for this purpose, the Developer shall be entitled to create an equitable mortgage by deposit of the Title Deeds of the said Property with any bank or financial institution and the Owners agree and undertake to sign and execute all deeds, documents and instruments as may be necessary and/or required from time to time.

ARTICLE VI - TOTAL DEVELOPMENT COSTS

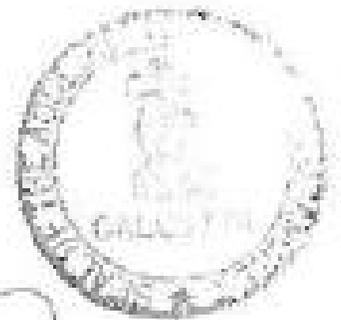
- 6.1 The Developer shall incur all developments costs including all costs, fees and expenses wholly and exclusively expended or incurred by the Developer, including, without limitation, the items listed below:
- ⊕ The proper costs of obtaining planning permissions in respect of the development (including fees of the architects, surveyors or



ADDITIONAL REGISTRAR
CALCUTTA
25 JUN 2015

consultants relating thereto] together with planning and building regulation fees, fees payable to statutory undertakers and other fees necessary to secure all required consents and any costs in entering into and complying with any agreement or any legislature of similar nature

- iii) The Pre-Development Costs
- ii) The proper costs of investigations, surveys, and tests in respect of soil, drains, and structures
- iii) The proper costs to be incurred and/or payable to architects, surveyors, engineers, quantity surveyors or others engaged in respect of the development.
- iv) The total cost to be incurred towards construction including the payments made towards contractors, material and equipment required for carrying out the implementation of the project.
- v) The proper costs for marketing including brokerage expenses except for the Occupant's Area.
- vi) all rates, water rates, or any other outgoings or impositions lawfully assessed in respect of the property or on the owner or occupiers of it in respect of the Development and all costs of maintaining and repairing the Development in so far as in all such cases the responsibility therefore is not assumed by or recoverable from any third party.
- vii) All other sums properly expended or incurred by the Developer in relation to carrying out the completion of the Development
- viii) All proper costs and interests and other finance costs payable by the Developer for undertaking development
- ix) Save and Except for the Occupant's area the Developer shall be solely responsible for meeting the marketing cost, brokerage, overheads, salary, promotions or any other cost etc which the Developer would



ADDITIONAL REGISTRAR
OF ASSISTANCE, KOLKATA
2.8.1994

incur in the marketing of the constructed area in any of the phases including brokerage payable to agents and property brokers.

ARTICLE VII - PLAN

- 7.1 Immediately after the execution of this Agreement the Developer shall be entitled to cause a map or plan to be prepared for being submitted to the authorities concerned in the name of the Owners for sanction.
- 7.2 The said Plan shall be prepared in a manner ensuring maximum utilization of the Floor Area Ratio (FAR) and the said Plan shall be prepared by the Architect who may be engaged by the Developer.
- 7.3 It shall be the obligation and responsibility of the Developer to make payment of the fees of the Architects and sanction fee and in no event the Owners shall be liable to contribute any amount.
- 7.4 The Developer shall apply and obtain all necessary approvals, consents and/or sanctions as may be necessary and/or required for the purpose of undertaking construction of a building meant substantially for residential purposes and the Owners and each one of them hereby agree and undertake to sign and execute all such plan and/or other applications and/or papers as may be necessary and/or required for the purpose of obtaining sanction of the said Plan.
- 7.5 The Developer in consultation with the Owners shall be entitled to have the said Plan revised and/or modified as and when required by the Architect or the authorities concerned.

ARTICLE VIII - REPRESENTATIVES

8.1 APPOINTMENT OF OWNERS' REPRESENTATIVE

- 8.1.1 For the purpose of giving effect to this agreement and Implementation thereof it has been agreed that Ram Narain Agarwal, one of representative of the Owners shall be deemed to be the authorized representative for and on behalf of all of the Owners for the following purposes:-



[Handwritten Signature]
MUNICIPAL COMMISSIONER
CALCUTTA
1954

- i) the giving and receiving of all notices, statements and information required in accordance with this agreement
- ii) Performance and responsibility of the Owners in connection with the Development
- iii) For such other purposes for the purpose of facilitating the work of completion of the said project in terms of this Agreement.

8.2 APPOINTMENT OF DEVELOPER'S REPRESENTATIVE

8.2.1 For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Surendra Kumar Dugar shall be deemed to be the authorized representative of the Developer for the following purposes:

- i) the giving and receiving of all notices, statements and information required in accordance with this agreement
- ii) performance and responsibilities of the Developer in connection with the Development
- iii) For such other purposes for the purpose of facilitating the work of completion of the said project in terms of this Agreement

8.3 APPOINTMENT OF OCCUPANT'S REPRESENTATIVE

8.3.1 For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Minu Hsing Chen shall be deemed to be the authorized representative of the Occupant for the following purposes:

- i) the giving and receiving of all notices, statements and information required in accordance with this agreement
- ii) performance and responsibilities of the Occupant in connection with the Development
- iii) For such other purposes for the purpose of facilitating the work of completion of the said project in terms of this Agreement

8.4 It is hereby expressly made clear that any act, deed or thing done by any of the authorized representatives shall be final and binding on the parties to whom such authorized representative belongs.



REGISTRAR DE COMPAÑIAS
GUATEMALA
26 JUN 2019

ARTICLE IX - COMMENCEMENT OF CONSTRUCTION

- 9.1 The Owners have agreed to grant a limited power to the Developer to enter upon the said Property as a licensee under a license as defined under Section 52 of the Indian Easements Act, 1882 only for enabling them to develop the said Property in accordance with the plan. It is specifically understood between the Parties that the permission given to the Developer to enter the Schedule Property for the purpose of development is a license granted to the Developer as understood under Section 52 of the Indian Easements Act, 1882 and cannot be construed as a possession given by the Owners to the Developer in part performance of this agreement of the nature referred to under Section 53A of the Transfer of Property Act, 1882 and is not a sale agreement in any form or manner. The parties further confirm that the Owners shall retain legal possession, domain and control over the Schedule Property till the same is sold either in whole or in parts to prospective purchasers after completion of the project.
- 9.2 immediately after sanction of the said Plan and other permissions for undertaking construction is obtained the Developer shall -
- i) immediately commence and/or proceed diligently to execute and complete the development and in this regard the Developer shall be entitled to demolish the existing building and/or structures standing thereon and all debris accruing there from shall belong to the Developer.
 - ii) proceed diligently and execute and complete the development in a good and workmanlike manner with good quality materials and/or as may be recommended by the Architect free from any latent or inherent defect.
 - iii) execute and complete the development in accordance with the approved plan and shall obtain all permissions which may be necessary and/or required and shall comply with the requirements of any statutory or other competent authority and the provisions of this agreement.



REGISTRAR OF COMPANIES
CALCUTTA
2 JUN 2011

ARTICLE X - DEVELOPMENT

- 10.) For the purpose of development of the said property the Developer has agreed:
- i) To appoint the professional team for undertaking development of the said Property
 - ii) The Developer shall take all necessary action to enforce the due, proper and prompt performance and discharge by the other parties of their respective obligations under the building contract, any sub-contracts or agreements with the Developer and the appointments of the members of its Professional Team and the Developer shall itself diligently observe and perform its obligations under the same.
 - iii) The Developer has used and shall continue to use all reasonable skills and care in relation to the development, to the co-ordination management and supervision of the Building Contractor/ other Contractors and the Professional Team, to selection and preparation of all necessary performance specifications and requirements and to design of the new building and/or buildings for the purposes for which it is to be used or specific.
 - iv) The approved plans will be prepared competently and professionally so as to provide for a building free from any design defect and fit for the purpose for which it is to be used,
 - v) The Developer shall commence and proceed diligently to execute and complete the development:
 - ai) in a good and workman like manner with good quality of materials of its several kinds free from any latent or inherent defect (whether of design, workmanship or materials)
 - bi) in accordance with the Approved Plans, Planning Permissions and all planning permissions which may be granted for the development, the consents, any relevant statutory requirement and building regulations, the requirements of any statutory or other competent authority and the provisions of this agreement.
 - vi) The Developer shall use its best endeavors to cause the Development to be practically completed in accordance with the provisions of this Agreement.



SECRETARY, ASSISTANT
GOVERNMENT OF WEST BENGAL
KOLKATA
2-6-2018

ARTICLE XI - CONSTRUCTION AND COMPLETION

- 11.1 Unless prevented by circumstances under the force majeure as hereinafter appearing the said New Building and/or Buildings shall be constructed, erected and completed within a period of 48 (forty eight) months from the date of sanction of the said Plan with a Grace Period of 6 (six) months (hereinafter referred to as the **COMPLETION DATE**).
- 11.2 In addition to the above, the Developer shall not be treated in breach of the performance of obligations if the Developer is prevented from proceeding with the work of construction by the circumstances under Force Majeure as hereinafter stated.
- 11.3 The Developer shall apply for and obtain building materials for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, and/ or gas to the New Building and other inputs and facilities required for the project.
- 11.4 The Developer shall at its own costs and expenses and without creating any financial and other liability on the owners, construct and complete the New Building/s and various units/flats and/or apartments comprised therein in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the Developer.
- 11.5 All costs, charges and expenses including Architect's fees accruing due after the execution of this Agreement shall be paid borne and discharged by the Developer and the Owners shall bear no responsibility in this context.
- 11.6 The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the said new Building and/or buildings.
- 11.7 The Developer hereby undertakes to keep the owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the



ADDITIONAL REGISTRAR
OF COMPANIES-I, KOLKATA
2-6-JULY-2013

Developer's action with regard to the development of the said Property and/or in the matter of construction of the said new building and/or for any defect therein.

- 11.8 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise of the Developer or any person appointed by it, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claims thereof or therefrom.
- 11.9 The Developer has further agreed to complete the said new building to all respects as per the specifications recommended by the Architect with top of the line building materials.

ARTICLE XII - COMPENSATION FOR DELAY

- 12.1 In the event of delay in the receipt of Revenue for the Owners on account of the Developer failing to achieve practical completion of the project within the time stipulated under this agreement, the Developer shall pay to the Owners, an amount of compensation of Rs. 4,00,000/- (Rupees Four lakh only) per month or part thereof, which shall be remitted to the designated bank account of the Owners in addition to the distributable revenue transferred to the said designated bank account as mentioned in clause 14.3 below.
- 12.2 In addition to the above after the Completion Date the Developer shall be liable to pay an amount of compensation of Rs. 1,00,000/- (Rupees one lakh only) per month to the Occupant if the Developer fails to complete the said new building within the time stipulated above.
- 12.3 It is clarified that compensation payable for the sold units under any agreement/s with the purchaser of units in the Project due to delay in Completion or any reason whatsoever shall be borne solely by Developer and shall not be charged to the Project or its Revenue.

ARTICLE XIII - SECURITY DEPOSIT

- 13.1 The Developer shall presently pay to land owners an interest free refundable security deposit of Rs. 60,00,000/- (Rupees Sixty Lakhs Only) as a performance guarantee for completion of the project, which shall be equally



ADDITIONAL REGISTRAR
OF ASSURANCE AND NATA
26 JUN 2015

paid and distributed to each of the Owners. The said security deposit shall be returned without any interest to the developer by the owners after the completion of the project. The interest free refundable security deposit of Rs.60,00,000/- (Rupees sixty lakhs Only) shall be paid by the Developer to the Owners in the following manner-

- a. An amount of Rs 7,50,000/- (Rupees Seven Lakhs and Fifty Thousand only) has been paid on this day by the Developer to Owner No. 1 by way of account payee cheque bearing no. 001848 dated 25/06/2015 drawn on Indian Bank, Sarat Bose Branch, Kolkata, the receipt of which the Owner No. 1 hereby acknowledges subject to realization.
- b. An amount of Rs 7,50,000/- (Rupees Seven Lakhs and Fifty Thousand only) has been paid on this day by the Developer to Owner No. 2 by way of account payee cheque bearing no. 001838 dated 25/06/2015, drawn on Indian Bank, Sarat Bose Branch, Kolkata, the receipt of which the Owner No. 2 hereby acknowledges subject to realization.
- c. An amount of Rs 7,50,000/- (Rupees Seven Lakhs and Fifty Thousand only) has been paid on this day by the Developer to Owner No. 3 by way of account payee cheque bearing no. 001839 dated 25/06/2015 drawn on Indian Bank, Sarat Bose Branch, Kolkata, the receipt of which the Owner No. 3 hereby acknowledges subject to realization.
- d. An amount of Rs 7,50,000/- (Rupees Seven Lakhs and Fifty Thousand only) has been paid on this day by the Developer to Owner No. 4 by way of account payee cheque bearing no. 001840 dated 25/06/2015 drawn on Indian Bank, Sarat Bose Branch, Kolkata, the receipt of which the Owner No. 4 hereby acknowledges subject to realization.
- e. An amount of Rs 7,50,000/- (Rupees Seven Lakhs and Fifty Thousand only) has been paid on this day by the Developer to Owner No. 5 by way of account payee cheque bearing no. 001843 dated 25/06/2015 drawn on Indian Bank, Sarat Bose Branch, Kolkata, the receipt of which the Owner No. 5 hereby acknowledges subject to realization.
- f. An amount of Rs 7,50,000/- (Rupees Seven Lakhs and Fifty Thousand only) has been paid on this day by the Developer to Owner No. 6 by way of



ADDITIONAL REGISTRAR
Chartered Accountants of India (CAI)
25 JUN 2018

account payee cheque bearing no. 001846 dated 25/06/2015 drawn on Indian Bank, Sarat Bose Branch, Kolkata the receipt of which the Owner No. 6 hereby acknowledges subject to realization.

- g. An amount of Rs 7,50,000/- (Rupees Seven Lakhs and Fifty Thousand only) has been paid on this day by the Developer to Owner No. 7 by way of account payee cheque bearing no. 001842 dated 25/06/2015 drawn on Indian Bank, Sarat Bose Branch, Kolkata the receipt of which the Owner No. 7 hereby acknowledges subject to realization.
- h. An amount of Rs 7,50,000/- (Rupees Seven Lakhs and Fifty Thousand only) has been paid on this day by the Developer to Owner No. 8 by way of account payee cheque bearing no 001841 dated 25/06/2015 drawn on Indian Bank, Sarat Bose Branch, Kolkata Kolkata. the receipt of which the Owner No. 8 hereby acknowledges subject to realization.

ARTICLE XIV - REVENUE SHARING

- 14.1 In the manner as recited hereinbefore 35% of the total constructed area forming part of the Housing Project in respect of the said Property (hereinafter referred to as the OCCUPANT'S AREA) shall belong to the Occupant which shall be. The said Occupant's Area shall be demarcated within 80 days from obtaining the sanction plan.
- 14.2 After providing for the said Occupant's Area it has been agreed that the remaining area forming part of the Development shall be sold and transferred by the Developer and the distributable revenue accruing therefrom shall be shared between the Owners and the Developer whereby the Developer will be entitled to retain for itself 85% of the distributable revenue (Developer's Share) and the remaining 15% of such distributable revenue (Owners Share) will be paid to the Owners from time to time in equal proportion to each of the owners.
- 14.3 Taking into account the marketing expertise which the Developer possesses, it has been agreed by and between the parties hereto that the saleable super built up area in the project after providing for the Occupant's Area shall be sold and marketed by the Developer and in this regard, the Developer shall



REGIONAL REGISTRAR
OF COMPANIES & INVESTMENT
2 BANGALORE

be entitled to and is hereby authorized to enter into agreement for sale and transfer in respect of the various flats units apartments constructed spaces and car parking spaces and the Owners agree to be parties to such agreements.

14.4 In consideration of the mutual covenants herein contained and in further consideration of the Owners have agreed to provide the said Property for the purpose of undertaking development thereof and in further consideration of the Developer having agreed to undertake development of the said Property it has been agreed by and between the parties hereto that the distributable revenue as generated consequent to the sale and transfer of the various flats Units, apartments, other constructed spaces and car parking spaces forming a part of the project will be shared between the parties hereto in the proportion as hereinabove stated and the amount which may become payable and/or receivable by the Owners is hereinafter referred to as the Owners' Share and the amount which is to be retained by the Developer in terms of this Agreement is hereinafter referred to as the Developer's Share.

14.5 It is agreed and understood and clarified between the parties that the revenue share accruing to the Owners and the area provided to the Occupant is in essence, the consideration for transfer of undivided share of right, title and interest in the land in favour of the prospective purchasers of the apartments identified by the Developer and that revenue share accruing to the Developer is in essence the consideration for transfer of the super built area being developed by him in favour of the occupant and the prospective purchasers of the apartments/ units/flats in the Project.

14.6 The Developer herein, who has been duly empowered to identify the purchasers of apartments in the project and enter into contracts for sale, construction and allied contracts, execute deeds of absolute conveyance in favour of such purchasers of apartments in the project, shall duly ensure that a separate agreement to sell is executed with every purchaser of apartment in the project in respect of land of the undivided share of land agreed to be sold to such purchaser and a separate construction agreement in respect of the residential apartment to be constructed for the purchaser. It has been expressly agreed to between the Owners and the Developer that the



ADDITIONAL REGISTRAR
OF COMPANIES, CALCUTTA
2.9.1964

Owners will sell and convey only the undivided share of land to every purchaser proportionate to the super built up area of the apartment to be constructed for the purchaser by the Developer and that the Developer will sell and convey the super built up area in respect of the apartment to the Purchaser.

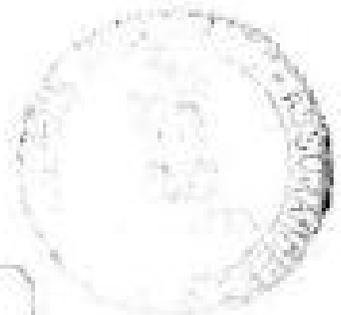
14.7 After the completion of the project, the Owners in respect of the undivided share of land and the Developer in respect of the saleable super built up area in the form of apartments/ flats/units/ and other constructed areas of the Project shall jointly execute a Deed or Deeds of Conveyance in favour of the intending buyers or its nominees in such part or parts as may be requested by the Developer. All other costs like stamp fees, registration charges, etc. would be borne by the Transferees.

14.8 The distributable revenue shall shared amongst the Owners and the Developer in the manner following:-

Sl. No.	Name	on 100%
1	PS Group Realty Limited	1.875%
2	Angira Sales Pvt Ltd	1.875%
3	Ethanal Vaidyan Pvt Ltd	1.875%
4	Devdriga Vanijya Pvt Ltd	1.875%
5	P.R.C Associates Pvt. Ltd.	1.875%
6	Greens Builders Pvt. Ltd	1.875%
7	Sursarita Tie Up Pvt Ltd	1.875%
8	Par Care Research & Medical Pvt Ltd	1.875%
9	Sky View Developers	8%
	TOTAL	100.00%

14.9 The Developer shall be entitled to and is hereby authorized to:

- (i) appoint brokers and other agents for promoting the sale and transfer of the various flats, units, apartments, other constructed spaces and car



ADDITIONAL RECEIPT
28 June 2004

parking spaces to form part of the Development in respect of the said Property.

- ii) To work out the strategy for promoting sale of the development in consultation with the owners.
- iii) To negotiate with intending purchasers for sale and transfer of the various flats units apartments constructed spaces and car parking spaces forming part of the said Property in the said Project at such price and on such terms and conditions as agreed to between the Owners and the Developer.

ARTICLE XV- COLLECTION AND DISTRIBUTION OF REVENUE

15.1 It has been agreed between Owners and the Developer that all amounts received from the prospective purchasers from the project towards both 'Distributable and 'Non Distributable Revenue' shall be deposited into an account designated as a project account with any Scheduled Bank which project account shall be opened and operated by the Developer. All payments from the purchasers/customers of apartments of the project which is towards 'Distributable Revenue' and 'Non Distributable Revenue' shall be collected by the Developer only by way of an account payee cheque/demand drafts/bank transfer favouring this Project Account and deposited as and when the same are collected. The Project Account shall be opened under an escrow mechanism operated on the instructions of the Developer as detailed below and shall not be used for any other purposes.

- ii) The Bank operating the 'Project Account' shall be given standing instructions by the Developer to transfer the Owners and the Developer's share of 'Distributable Revenue', as provided under clause 15.1(ii) below, to the Developer's designated bank account and the Owners designated bank account. The Developer shall ensure that all amounts payable by the customers/purchasers of apartments in the Project are collected by way of account payee cheques, demand drafts and/or bank transfers only all clearly indicating the account number of



ADDITIONAL REGISTRAR
MUMBAI
28/04/2019

the project account only as provided above and are deposited into the Project Account forthwith .

(ii) The Developer shall give the instruction for distribution of the Distributable Revenue realized in the above mentioned escrow account in the following mode and manner :

(a) On the receipt of any amount towards both distributable and non distributable revenue, the said amounts shall be forthwith deposited into the project account as mentioned above.

(b) Thereafter, all the amounts received towards non distributable revenue shall be immediately transferred to the Developers designated account opened with the same bank and branch.

(c) Thereafter, out of the amounts received towards distributable revenue, 15% of the same will be transferred to the Owners designated account and 85% of the same will be transferred to the Developers designated account.

15.2 It has been further agreed between the Owners and the Developer that the Owners shall be entitled to its share of revenue on every sale made and from out of each installment of payment received under every sale made, from the purchasers of the apartments in the said Project.

15.3 At the end of every month, on or before 10th of every succeeding month, beginning from the date of launch of the said Project, the Developer shall send a statement of sales made, amount collected and deposited into the Project Account with calculation of Distributable Revenue, fallen to the share of the Owners and the Developer and the amounts transferred to Owners' bank account and Developer's bank account (supported by bank statements). Upon receipt of statement as above, the Owners shall sign the same in token of its confirmation and if the Owners are required to refund any amounts due to cancellations looking and/or termination on account of breach by the customers, the Owners shall forthwith refund their share to the Developer so as to enable the Developer to refund the amounts to each customer. For clarity, it has been clearly understood between the Owners and



REGISTRAR
CALCUTTA
20/11/1915

the Developer that the distribution of 'Distributable Revenue' is based on the amounts actually received and not on accrual basis.

- 15.4 On completion of the said Project, the Developer shall reconcile the entire accounts of the project. The Owners after satisfying about the correctness of the accounts shall give a written confirmation to the Developer that the Owners Revenue share from the project is fully received or accounted for and in the event of amounts remaining outstanding or due from customers, the Developer shall certify the amounts payable to the Owners in respect of the same.
- 15.5 The Owners shall be entitled to copies of all agreements with customers/purchasers of apartments in the Project and the Developer agrees to provide the same as and when executed by the Developer.
- 15.6 The Developer will also be entitled to collect all the taxes, works contract and VAT, service tax, General Sales Tax (G.S.T) as and when applicable, or any statutory payments, levied by whatever State, Central Government Body or Corporation from the purchaser of the built up area separately as applicable and the same will not be part of the Distributable Revenue. In case the Owners has taken allotment of physical built up area instead of revenue share, above the Owners shall be required to bear and pay for this to the Developer to the extent of such allotment at the same rate as rest of the purchasers of built up area. It is hereby clearly agreed, understood and clarified between the parties that as the Developer is solely responsible for the construction and transfer of the super built area to prospective buyers of apartments, he will also be solely responsible for compliance with the relevant laws relating to VAT, Service Tax and General Sales Tax (G.S.T) as and when applicable and will ensure prompt payment of the amounts collected from the customers towards these levies after claiming such rebates, reliefs and set offs available under law. Further, in this regard, the Developer shall duly indemnify and keep indemnified the Owners from all costs, losses or damages that the Owners may incur on account of any claims or demands made against the Owners by the VAT, Service Tax and/or General Sales Tax (G.S.T) Authorities.



MAIL REGISTRAR
CALCUTTA
20.12.1954

ARTICLE XVI-MARKETING OF DEVELOPMENT\PRICING POLICY:

- 16.1 The Developer shall have the sole and exclusive right to market the entire Project after providing for the Occupant's Area in the most prudent manner and in such a way that it is to the best advantage of the Owners and the Developer. This is an essential condition of this agreement and the Owners shall not be entitled to separately sell or market the Project without the written consent of the Developer. In the event the Owners have interested parties willing to purchase the built up area the Owners may also refer all such interested persons to the Developer for evaluation and conclusion of sale.
- 16.2 The Developer will announce the launch price of each phase and shall make available to the Owners the pricing policy of the sale of the constructed areas and when the same are being announced, changed, modified including any promotion scheme etc. The Owners and the Developer shall also fix the minimum price for the sale of apartments every quarter after reviewing the price achieved in the previous quarter in a meeting to be held in the beginning of each quarter and the price so fixed shall be the minimum sale price for the sale of apartments in the said quarter.
- 16.3 The Developer shall not under any circumstance sell any apartment below the existing announced current minimum price, without the written consent of the Owners. The Developer shall also not do a downward revision of any of the prices already announced without the written consent of the Owners.
- 16.4 The Developer shall be entitled to brand the development and name of the project and the various buildings to be developed with such development and the same shall not be changed.
- 16.5 It is clarified that though the Owners are entitled to share the revenue/sale proceeds in the manner stated above, the Owners shall not be made liable for any claims from the customers of constructed area and the Developer shall be sole and exclusively responsible and liable to settle all customers claims be it for compensation for delay, quality of construction or any other kinds of damages claimed by the customers and any amounts paid by the Developer to customers on account such claims shall not be deducted from the revenue share of the Owners. The Owners are also not liable to share



ADDITIONAL REGISTRAR
OF ASSURANCES IN CALCUTTA
26/1/1955

any losses which the Developer may incur in executing the Project due to any reason. It is however clarified that if there are any claims from the consumer on account of the defect in title of the Owners to the Schedule Property or portions thereof or if the delay in completing the Project or any phase therein is on account of defect in the title of the Owners to the Schedule Property or portions thereof, the Owners shall be liable to compensate the losses fully.

- 16.6 It is agreed between the Owners and the Developer that the Project shall be marketed by the Developer as a Development project with the Owners.

ARTICLE XVII - DOCUMENTATION

- 17.1 The Owners and the Developer hereto shall jointly appoint a common Advocate and/or Solicitor for the purpose of undertaking drafting and finalisation of the agreements for sale and/or deeds of conveyance with the intent and object that there is uniformity in the documents to be executed in favour of the intending purchasers.

ARTICLE XVIII - CONTRIBUTION OF CHARGES - DEPOSITS AND ADVANCES

- 18.1 **CHARGES** - All agreements which are to be entered into for sale and transfer of the various flats, units, apartments, constructed spaces and car parking spaces in the said housing project including the Occupant's Area shall provide for making payment of the following amounts and the Developer alone shall receive such amounts from the intending purchasers:

- i. proportionate share of **CESC** Transformer charges/HT Services
- ii. proportionate share of Generator connection to the flat
- iii. proportionate share on account of recreational facilities to be provided for in the said housing complex for the benefit of the flat owners.
- iv. Any amount which may become payable in accordance with the prevailing laws and the rules framed thereunder.



ADDITIONAL REGISTRAR
CHASER/KOLKATA
2-6 JUN 2013

- v. Such charges as may be determined for formation of a Society/Syndicate/Association/Company and/or Association of Flat owners.
- vi. By way of maintenance charges estimated for one year
- vii. Legal Charges
- viii. VAT, Service Tax and DST as and when made applicable.

18.2 In addition to the above each of the Intending Purchasers in terms of the agreements to be entered into with them shall also be liable to keep in deposit and/or make payment by way of advances the proportionate share of municipal rates taxes and other outgoings estimated for one year or until such time mutation is effected in the name of the Intending Purchaser.

18.3 For the aforesaid charges are indicative and the parties hereto from time to time may mutually agree and/or decide to impose such further charges which are to be recovered and/or paid by the intending purchasers from time to time to the Developer.

18.4 **SINKING FUND** - In addition to the above and in order to maintain decency of the said new building to be constructed at the said Property and also for the purpose of making provision for any amount which may have to be incurred by way of capital expenditure each of the intending purchasers shall be liable to pay and/or to keep in deposit with the Developer such amount which may be required to be paid as and by way of Sinking Fund.

18.5 As and when the Developer enters into any agreement for sale and transfer of the flats, units, apartments, constructed spaces and car parking spaces it shall receive the payment of the aforesaid amount as stated in Clause 15.1, to be paid by the intending purchasers who in its turn after adjusting and appropriating the amount due and payable shall make over the balance to the such Society/Syndicate/Association/Company upon its formation.



ADDITIONAL REGISTRAR
OF COMPANIES, CALCUTTA
26 MAR 2018

**ARTICLE XIX - MAINTENANCE OF THE COMMON PARTS AND PORTIONS
FORMING PART OF THE SAID PROJECT:**

19.1 The Developer shall be entitled to frame necessary rules and regulations for the purpose of regulating the user of the various units of the said project and each of the persons intending to and/or acquiring a unit/space in the said project shall be liable and agrees to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on account of the maintenance charges to the maintenance company till such time the such Society / Syndicate/ Association/ Company is formed.

ARTICLE XX - FORCE MAJEURIE

20.1 The Developer shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Developer to be performed and observed if it is prevented by any of the conditions herein below:-

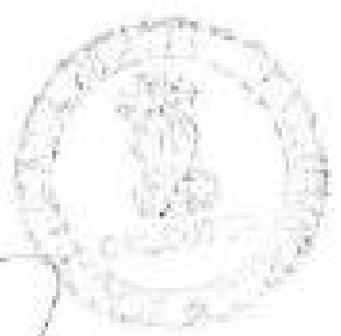
- i) Fire
- ii) Natural calamity
- iii) Tempest
- iv) Local problem and/or local disturbance.
- v) Any prohibitory order from the court, Municipality and/or any other statutory authorities.
- vi) All other unavoidable circumstances beyond control of the Developer.

20.2 The Developer shall intimate to the Owners representative in case of development works stopped due to any condition under Force Majeure which may affect the completion date of the project.

ARTICLE XXI - HOLDING ORGANISATION

21.1 After completion of the said Project or so soon thereafter the Developer shall cause a Society/Syndicate/Association/Company to be formed for the purpose of taking over of the common parts and portions and also for the purpose of rendition of the common services and each of the persons acquiring a unit/space in the said new building and/or project shall be

10
11
12



ADDITIONAL DEPOSITARY
2 JUN 2016

bound to become a member of such Society / Syndicate/ Association /Company.

- 21.2 In the event of the control of the common parts and portions and the obligation of condition of common services being entrusted by the Developer to any Facility Management Company (hereinafter referred to as the MANAGEMENT COMPANY) each of the persons acquiring a unit/space in the said new building and/or project shall be liable and unconditionally agree to make payment of the proportionate share of the maintenance charges to such Management Company without raising any objection whatsoever or howsoever.

ARTICLE XXII - OWNERS' OBLIGATIONS

22.1 The Owners have agreed:

- i) To co-operate with the Developer in all respect for development of the said Property in terms of this agreement.
- ii) To execute all deeds, documents and instruments as may be necessary and/or required from time to time.
- iii) For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds, documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the New Building and/or Buildings in accordance with the said Plan.
- iv) The Owners will grant a General Power of Attorney in favour of the Developer or its nominee and/or nominees to enable the Developer to:
 - a) Obtain all permissions approvals sanctions and/or consents as may be necessary and/or required including permission from the Fire Department, Police and other authorities.
 - b) To appoint Architect, Engineers, Contractors and other Agents.
 - c) Do all acts deeds and things for the purpose of giving effect to this agreement.



REGISTRAR
OF COMPANIES
CALCUTTA
30.07.2015

- d) To execute the agreement for sale and deed of conveyance in respect of the flats and undivided proportionate share in the land attributable to such saleable flats, units in favour of the Intending Purchasers acquiring flats, units, apartments, constructed spaces and car parking spaces in the said Property subject however to what is hereinafter appearing

IT IS BEING EXPRESSLY AGREED AND DECLARED that by virtue of the said Power of Attorney the Developer shall keep the owners and each one of them saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.

- 22.2 **TITLE DEEDS** - It has been agreed by and between the parties hereto that the Developer shall hold the said Title Deed in respect of the said Property .
- 22.3 The Owners have agreed and have covenanted with the Developer that during the continuance of this agreement they will not create any interest of any third party therein and in the event of there being any defect in title it shall be the obligation and responsibility of the Owners to remedy and/or cure such defects at their own cost and shall keep the Developer and/or its partners saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings including litigation costs.
- 22.4 The Owners and each one of them agree that they will not transfer or assign the benefit of this agreement to any other person and/or persons without the consent of the Developer in writing.

ARTICLE XXII: (DEVELOPER'S INDEMNITY)

- 23.1 The Developer hereby undertakes to keep the Owners indemnified and indemnify the owner 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.
- 23.2 The Developer hereby undertakes to keep the Owners indemnified and indemnifies the Owners against all actions suits costs proceedings and claims that may arise out of the Developer's action with regard to the



ADDITIONAL REGISTRAR
COMPANIES ACT, 1956
20 JUN 2015

development of the said Property and/or in the matter of construction of the said Building and/or for any defect therein.

23.3 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise any act of the Developer or their agents, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claim thereof or there from.

23.4 The Developer hereby undertakes that without prior written permission of the Owners and the other co-Owner, the Developer shall not assign and/or transfer its right under this Development Agreement to any other person/s whatsoever.

ARTICLE XXIV-NEGATIVE COVENANTS

24.1 The Owners and the Occupant have agreed:

- i) Not to part with possession of the said Property excepting to the Developer in terms of this agreement.
- ii) Not to enter into any agreement for development of the said property with any other person and/or persons nor create any interest of any third party into or upon the said property or any part or portion thereof.
- iii) Not to do any act deed or thing which may be contrary to or in violation of any of the terms and conditions of this agreement.

To do all acts deeds and things as may be necessary and/or required from time to time.

ARTICLE XXV- BREACH OF TERMS

25.1 The Owners and the Occupant acknowledge that the Developer will be incurring a huge amount for causing the plan to be prepared, sanctioned and also for the purpose of undertaking various preliminary works for the purpose of undertaking development of the said property and as such it has been agreed that none of the parties shall be entitled to cancel and/or rescind this agreement and in the event of any breach on the part of any of the parties hereto all such disputes and differences shall be referred to



ADDITIONAL REGISTRAR
OF COMPANIES - CALCUTTA
26.11.2011

Arbitration as hereinafter appearing and none of the parties shall be entitled to initiate any proceedings against the other without referring all such disputes and differences to arbitration and the Owners hereby undertake not to do any act deed or thing which may hinder and/or bring to a standstill the work of development.

ARTICLE XXVI- MUTUAL COVENANTS

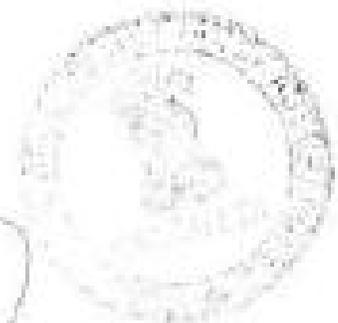
- 26.1 It is hereby expressly made clear by and between the parties hereto that the whole object of the parties of entering into this agreement is to undertake development of the said Property by construction of new building and/or buildings thereon and to sell and transfer the various flats, units, apartments, constructed spaces and car parking spaces in favour of various intending purchasers and as such the parties have agreed to render all possible co-operation and assistance to each other.

ARTICLE XXVII- BORROWING

- 27.1 The Developer shall have the right and authorities to raise construction finance for development and construction of Building(s), from any Banks and/or Financial Institutions and/or Housing Finance Companies and/or Non-Banking Financial Companies upon such terms and conditions as may be applicable including by deposit of original title deeds by creating an equitable mortgage of the Said Property.

ARTICLE XXVIII - ADJACENT LANDS:

- 28.1 The Owners are also the Owners of land contiguous to the said Property. It is hereby expressly agreed between the parties that on the request of the Developer the Owners shall be obligated to enter into this Development Agreement in respect of the said adjacent/contiguous plots on the terms and conditions as agreed between the parties and if the Developer decides to amalgamate the said property with the contiguous plots the Developer shall do so for which no further consent of the Owners and/or the Occupant shall be required. It is also agreed that the sale agreements to be entered into with the intending buyers shall contain this covenant and further that the Developer shall be entitled to undertake an integrated Development of the



ADDITIONAL REGISTRAR
OF ASSURANCE CORPORATION
26 JUL 2015

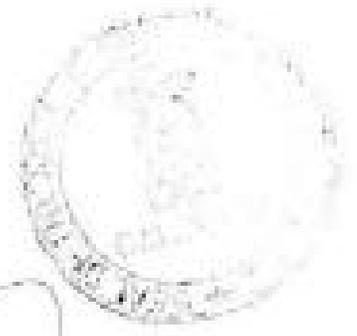
said Property and the contiguous lands and shall get fresh approvals and revised sanctions plans for making an Integrated Development.

ARTICLE XXIX-RELATIONSHIP OF THE PARTIES:

- 29.1 This Agreement does not create nor shall it in any circumstances be taken as having created a partnership between the parties nor can be construed as an Association of Persons and the rights and obligations of the parties shall be governed by the terms and conditions of this agreement.

ARTICLE XXX- MISCELLANEOUS:

- 30.1 If any terms or provisions of this Agreement are found to be or interpreted to be inconsistent with the above clauses in the agreement at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the provisions of this agreement shall prevail. This Agreement shall then stand modified to the extent determined necessary to comply with the said provisions. Such modifications will however not affect other parts of the Agreement. Notwithstanding the other provisions of this agreement the power to make such amendments/modifications as may become necessary shall rest with the Board of Directors/Partners which power shall be exercised reasonably in the best interest of the companies/firm concerned and their shareholders/partners and which power can be exercised at any time.
- 30.2 **NON WAIVER** - any delay tolerated and/or indulgence shown by either party in enforcing the terms and conditions herein mentioned or any tolerance shown shall not be treated or constructed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of either party.
- 30.3 **ENTIRE AGREEMENT** - this agreement supersedes all document and/or writing and/or correspondence exchanged between the parties hereto till the date of execution of this agreement. Any addition alteration or amendment to any of the terms mentioned herein shall not be capable of being enforced by any of the parties unless the same is recorded in writing and signed by both the parties.



[Handwritten signature or scribble]

NATIONAL REGISTER
COMMUNICATIONS
2001

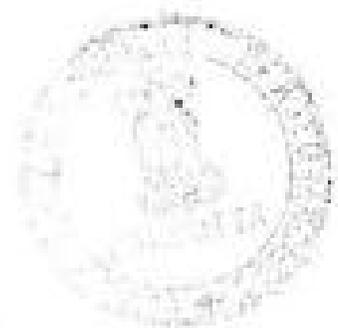
30.4 **NOTICES:** Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid post with recorded delivery, or by fax addressed to the intended recipient at its address set out in this agreement or to such other address or telefax number as any party may from time to time duly notify to the others. Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served (if given or made by fax) on the next following business day in the place or receipt (if given by registered post with acknowledgement due) two days after posting and in proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax such telefax was duly dispatched to a current telefax number of the addressee.

30.5 No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.

30.6 Time shall be the essence as regards the provisions of this agreement, both as regards the time and period mentioned herein and as regards any times or periods which may, by agreement between the parties be substituted for them.

30.7 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

30.8 Save as hereinbefore provided, termination of this agreement for any cause shall not release a party from any liability which at the time of termination



ADDITIONAL REGISTRAR
KEMENTERIAN KESEHATAN
REPUBLIK INDONESIA

has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.

30.9 The Agreement (together with schedules, if any) the entire agreement between the parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.

30.10 This agreement shall be binding on the parties hereto and their respective successors and assigns.

30.11 In the event of any ambiguity or discrepancy between the provisions of this agreement and the articles, then it is the intention that the provisions of this agreement shall prevail and accordingly the parties shall exercise all voting rights and other rights and powers available to them so as to give effect to the provisions of this Agreement and shall further, if necessary, procure any required amendment to the Articles.

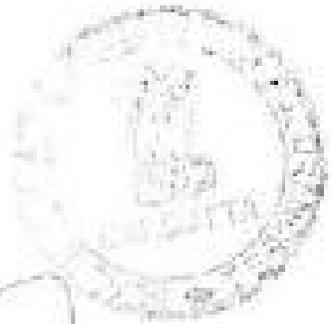
30.12 Each party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

ARTICLE XXXI - RATES & TAXES:

31.1 All municipal rates, taxes and other outgoings including Khazana (hereinafter referred to as the **RATES & TAXES**) payable in respect of the said Property will be paid borne and discharged by the Developer till completion of the Housing Project.

ARTICLE XXXII - ARBITRATION:

32.1 The parties so far as possible shall try and resolve all disputes and differences which may arise amicably but in the event of such differences and/or disputes are not capable of being amicably resolved after execution of



ADDITIONAL REGISTRAR
GOVERNMENT OF MALAYA
26/11/63

Under this Development Agreement all disputes or differences between the parties hereto in any way touching or concerning this Agreement or as to the interpretation scope or effect of any of the terms and conditions hereof contained or as regards the rights and liabilities of the parties hereto shall be referred to the sole arbitration of Seam Neou Sheng Wu son of Wu Chi Hung residing at 113D Matheswarata Road, Kolkata 700046 and the same shall be deemed to be a reference within the meaning of the Arbitration & Conciliation Act 1996 or any other statutory modification or enactment thereto for the time being in force.

The Arbitrator shall:-

- i) Proceed summarily and need not give any reasons for its award
- ii) Avoid all rules, procedures and/or evidences that can lawfully be avoided by mutual consent and/or directions by the parties
- iii) Fix the venue at Kolkata only.
- iv) Use English as the language for the proceedings
- v) Conduct the proceedings from day to day and for at least 5 hours per day if the same is acceptable to all parties
- vi) Not grant to either of the parties any extension of time and/or adjournment except on grounds beyond their control and only for such period as is the absolute minimum
- vii) Make and publish their Award within a period of six months from the date of entering upon the reference
- viii) Award damages along with the final award against the Party not complying with any interim award or order passed by the Tribunal
- ix) The award of the Tribunal shall be final and binding

ARTICLE XXXIII - COURTS OF COMPETENT JURISDICTION:

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



ADDITIONAL REGISTRAR
OF ASSURANCE POLICIES
26 JUN 2018

THE FIRST SCHEDULE ABOVE REFERRED TO

(SAID PROPERTY)

ALL THAT the various pieces and parcels of land containing by estimation an area of **67 Cottahs 2 Chittacks 24 sqft** (more or less) together with structures comprised of C.S/R 3 Dag Nos 317, 318, 319, 320, 320/279, 356/380(P) Mouza Tangra, J.L. No.5, numbered as 72 Matheswaritola Road, Kolkata 700046 Police Station – Pragati Maidan in the District of 24 Parganas South being tutted and bounded as follows:

NORTH: By Dag No 361 & 369

SOUTH: By Dag No. 350 and Premises No. 48 Matheswaritola Road

EAST: By Premises No. 27 & Premises No 71 Matheswaritola Road

WEST: By Dag Nos. 315, 321, 322 & 323

THE SECOND SCHEDULE ABOVE REFERRED TO

(TITLE OWNERSHIP)

- 1) By an indenture of Conveyance dated 27th day of August 2012 made between Rosh Behari Dasgupta & ora. therein referred to as the Vendors of the First Part, and the Owners herein therein collectively referred to as the Purchasers of the Second Part and registered in the Office of District Sub-Registrar-III, South 24 Parganas in Book No. 1, CD Volume 16, Pages 7964 to 7995, being No. 07907 for the year 2012 the Owners herein became absolutely seized and possessed of and /or otherwise well and sufficiently entitled to undivided 40% share in **ALL THAT** the piece and parcel of land containing by estimation an area of 29 Decimals equivalent to 12 Cottahs 1 Chittack 27 sq. ft. (be the same a little more or less) comprised in R.S. Dag No. 318 situated in Mouza - Tangra, Division 4 Sub Division L, J.L. No.5 in the District of 24 Parganas (S) now within the limits of Kolkata Municipal Corporation (adjacent Matheswaritola Road), Police Station - Tiljala now Pragati Maidan **TOGETHER WITH** the buildings and structures standing thereon & **ALL THAT** the piece and parcel of land containing by estimation an area of 16 Decimals equivalent to 9 Cottahs 10 Chittack 40 sq. ft. (be the same a little more or less) comprised in R.S. Dag No. 319 situated in Mouza - Tangra, Division 4 Sub Division L, J.L. No. 5 in the District of 24 Parganas



ADDITIONAL REGISTRAR
OF COMPANIES, KOLKATA
20 JUN 2016

(S) now within the limits of Kolkata Municipal Corporation (adjacent Matheswartola Road) Police Station - Tijala now Pragati Maidan TOGETHER WITH the buildings and structures standing thereon & ALL THAT the piece and parcel of land containing by estimation an area of 11 Decimals equivalent to 5 Cottah 10 Chittack 22 sq. ft. (be the same a little more or less) comprised in R.S. Dag No. 320 situated in Mouza Tangra, Division 4 Sub Division L, J.L. No.5 in the District of 24 Parganas (S) now within the limits of Kolkata Municipal Corporation (adjacent Matheswartola Road) , Police Station - Tijala now Pragati Maidan TOGETHER WITH the buildings and structures standing thereon & ALL THAT the piece and parcel of land containing by estimation an area of 11 Decimals equivalent to 5 Cottah 10 Chittack 21 sq. ft. (be the same a little more or less) comprised in R.S. Dag No. 320/379 situated in Mouza Tangra, Division 4 Sub Division L, J.L. No.5 in the District of 24 Parganas (S) now within the limits of Kolkata Municipal Corporation (adjacent Matheswartola Road) , Police Station - Tijala now Pragati Maidan TOGETHER WITH the buildings and structures standing thereon and on the terms and conditions contained recorded in the said indenture.

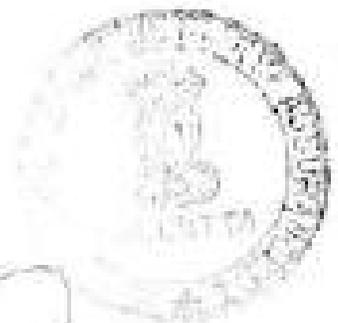
- 2] By another Indenture of Conveyance dated 27th day of August 2012 made between Rash Behari Dasg & ors. therein referred to as the Vendors of the First Part and the Owners herein therein collectively referred to as the Purchasers of the Second Part and registered in the Office of District Sub-Registrar-III, South 24 Parganas, in Book No.1, CD Volume 18, Pages 7906 to 8025, being No. 07908 for the year 2012 the Owners herein became absolutely seized and possessed of and /or otherwise well and sufficiently entitled to undivided 80% share in ALL THAT the piece and parcel of land containing by estimation an area of 24 Decimals equivalent to 14 Cottah 8 Chittack 14 sq. ft. (be the same a little more or less) comprised in R.S. Dag No. 317 situated in Mouza Tangra, Division IV Sub Division L, J.L. No.5 in the District of 24 Parganas (S) now within the limits of Kolkata Municipal Corporation, Police Station - Tijala now Pragati Maidan TOGETHER WITH the buildings and structures standing thereon & ALL THAT the piece and parcel of land containing by estimation an area of 24 Decimals equivalent to 17 Cottah 8 Chittack 33 sq. ft. (be the same a little more or less) comprised



ADDITIONAL REGISTRAR
PUBLIC NOTARY
7 6 JUN 2016

in R.S. Dag No. 355/380 situated in Mouza Tangra, Division IV Sub Division L, J.L. No.5 in the District of 24 Parganas (S) now within the limits of Kolkata Municipal Corporation, Police Station - Tijala now Pragati Maidan TOGETHER WITH the buildings and structures standing thereon and on the terms and conditions contained recorded in the said indenture.

- 3) By another Indenture of Conveyance dated 4th day of September 2012 made between Parvati Devi Rana therein referred to as the Vendor of the First Part and the Owners herein therein collectively referred to as the Purchasers of the Second Part and registered in the Office of District Sub-Registrar-III, South 24 Parganas in Book No.L CD Volume 17, Pages 2967 to 2991, being No. 96259 for the year 2012 the Owners herein became absolutely seized and possessed of and (or otherwise well) and sufficiently entitled to undivided 50% share in ALL THAT the piece and parcel of land containing by estimation an area of 20 Decimals equivalent to 12 Cottahs 1 Chittack 27 sq. ft. (be the same a little more or less) comprised in R.S. Dag No. 318 situated in Mouza Tangra, Division 4 Sub Division L, J.L. No.5 in the District of 24 Parganas (S) now within the limits of Kolkata Municipal Corporation, Police Station - Tijala now Pragati Maidan TOGETHER WITH the buildings and structures standing thereon & ALL THAT the piece and parcel of land containing by estimation an area of 16 Decimals equivalent to 9 Cottahs 10 Chittack 40 sq. ft. (be the same a little more or less) comprised in R.S. Dag No. 319 situated in Mouza - Tangra, Division 4 Sub Division L, J.L. No.5 in the District of 24 Parganas (S) now within the limits of Kolkata Municipal Corporation, Police Station - Tijala now Pragati Maidan TOGETHER WITH the buildings and structures standing thereon AND ALL THAT the piece and parcel of land containing by estimation an area of 11 Decimals equivalent to 6 Cottah 10 Chittack 22 sq. ft. (be the same a little more or less) comprised in R.S. Dag No. 320 situated in Mouza - Tangra, Division 4 Sub Division L, J.L. No.5 in the District of 24 Parganas (S) now within the limits of Kolkata Municipal Corporation, Police Station - Tijala now Pragati Maidan TOGETHER WITH the buildings and structures standing thereon AND ALL THAT the piece and parcel of land containing by estimation an area of 11 Decimals equivalent to 6 Cottah 10 Chittack 21 sq. ft. (be the same a little more or less) comprised in R.S. Dag No. 320/379 situated in Mouza -



[Handwritten signature]

ADDITIONAL REGISTRAR
30 June 2011

Tangra, Division 4 Sub Division L, J.L. No.5 in the District of 24 Parganas (B) now within the limits of Kolkata Municipal Corporation, Police Station - Tijala now Pragati Maidan TOGETHER WITH the asbestos sheds and structures measuring approx. 2260 sq. ft (more or less) on the terms and conditions contained recorded in the said indenture.

- 4) By another indenture of Conveyance dated 26th day of July 2014 made between Kamala Devi Lal therein referred to as the Vendor of the First Part and the Owners herein therein collectively referred to as the Purchasers of the Second Part and registered in the Office of District Sub-Registrar-III, South 24 Parganas in Book No.1, CD Volume 15, Pages 4991 to 4995, being No. 65441 for the year 2014 the Owners herein became absolutely seized and possessed of and /or otherwise well and sufficiently entitled to undivided 5% share in ALL THAT the piece and parcel of land containing by estimation an area of 20 Decimals equivalent to 12 Cottahe 1 Chittack 27 sq. ft. (be the same a little more or less) comprised in R.S. Dag No. 318 situated in Mouza - Tangra, Division 4 Sub Division L, J.L. No.5 in the District of 24 Parganas (B) now within the limits of Kolkata Municipal Corporation (adjacent Matheswartola Road), Police Station - Tijala now Pragati Maidan TOGETHER WITH the buildings and structures standing thereon AND ALL THAT the piece and parcel of land containing by estimation an area of 16 Decimals equivalent to 9 Cottahe 10 Chittack 40 sq. ft. (be the same a little more or less) comprised in R.S. Dag No. 319 situated in Mouza Tangra, Division 4 Sub Division L, J.L. No.5 in the District of 24 Parganas (B) now within the limits of Kolkata Municipal Corporation (adjacent Matheswartola Road), Police Station - Tijala now Pragati Maidan TOGETHER WITH the buildings and structures standing thereon AND ALL THAT the piece and parcel of land containing by estimation an area of 13 Decimals equivalent to 6 Cottahe 10 Chittack 22 sq. ft. (be the same a little more or less) comprised in R.S. Dag No. 320 situated in Mouza Tangra, Division 4 Sub Division L, J.L. No.5 in the District of 24 Parganas (B) now within the limits of Kolkata Municipal Corporation (adjacent Matheswartola Road) , Police Station - Tijala now Pragati Maidan TOGETHER WITH the asbestos sheds and structures measuring approx. 3133 sq. ft (more or less) AND ALL THAT the piece and parcel of land containing by estimation an area of 11 Decimals



ADDITIONAL REGISTRAR
REGISTRAR OF COMPANIES
KOLKATA
25.11.2015

equivalent to 6 Cottah 10 Chittack 21 sq. ft. (be the same a little more or less) comprised in R.S. Dag No. 320/379 situated in Mouza - Tangra, Division 4 Sub Division I, J.L. No.5 in the District of 24 Parganas (8) now within the limits of Kolkata Municipal Corporation (adjacent Matheswartola Road), Police Station - Tijala now Pragati Maidan TOGETHER WITH the buildings and structures standing thereon on the terms and conditions contained recorded in the said indenture.

- 5) By an Indenture of Conveyance dated 26th day of July 2014 made between Kamala Devi Lal therein referred to as the Vendor of the First Part and the Owners herein therein collectively referred to as the Purchasers of the Second Part and registered in the Office of District Sub-Registrar-III, South 24 Parganas in Book No., CD Volume 15, Pages 4936 to 4958, being No. 66440 for the year 2014 the Owners herein became absolutely seized and possessed of and /or otherwise well and sufficiently entitled to undivided 10% share in ALL THAT the piece and parcel of land containing by estimation an area of 24 Decimals equivalent to 14 Cottah 8 Chittack 14 sq. ft. (be the same a little more or less) comprised in R.S. Dag No. 317 situated in Mouza - Tangra, Division IV Sub Division I, J.L. No.5 in the District of 24 Parganas (5) now within the limits of Kolkata Municipal Corporation (adjacent Matheswartola Road), Police Station - Tijala now Pragati Maidan TOGETHER WITH the buildings and structures standing thereon AND ALL THAT the piece and parcel of land containing by estimation an area of 29 Decimals equivalent to 17 Cottah 8 Chittack 33 sq. ft. (be the same a little more or less) comprised in R.S. Dag No. 356/380 situated in Mouza - Tangra, Division IV Sub Division I, J.L. No.5 in the District of 24 Parganas (8) now within the limits of Kolkata Municipal Corporation (adjacent Matheswartola Road), Police Station - Tijala now Pragati Maidan TOGETHER WITH the buildings and structures standing thereon and on the terms and conditions contained recorded in the said indenture.
- 6) By another Indenture of Conveyance dated 28th day of July 2014 made between Soniya Das therein referred to as the Vendor of the First Part and the Owners herein therein collectively referred to as the Purchasers of the Second Part and registered in the Office of District Sub-Registrar-III, South



ADDITIONAL REGISTRAR
OF ASSAM, KOLKATA
2 8 JUN 2015

24 Parganas in Book No.1, CD Volume 15, Pages 4835 to 4857, being No. 06438 for the year 2014 the Owners herein became absolutely seized and possessed of and for otherwise well and sufficiently entitled to undivided 5% share in ALL THAT the piece and parcel of land containing by estimation an area of 20 Decimals equivalent to 12 Cottah 1 Chittack 27 sq. ft. (be the same a little more or less) comprised in R.S. Dag No. 318 situated in Mouza - Tangra, Division 4 Sub Division L, J.L. No.5 in the District of 24 Parganas (S) now within the limits of Kolkata Municipal Corporation (adjacent Matheswarata Road), Police Station - Tijala now Pragati Maidan TOGETHER WITH the buildings and structures standing thereon AND ALL THAT the piece and parcel of land containing by estimation an area of 16 Decimals equivalent to 9 Cottah 0 Chittack 40 sq. ft. (be the same a little more or less) comprised in R.S. Dag No. 319 situated in Mouza - Tangra, Division 4 Sub Division L, J.L. No.5 in the District of 24 Parganas (S) now within the limits of Kolkata Municipal Corporation (adjacent Matheswarata Road), Police Station - Tijala now Pragati Maidan TOGETHER WITH the buildings and structures standing thereon AND ALL THAT the piece and parcel of land containing by estimation an area of 11 Decimals equivalent to 5 Cottah 10 Chittack 22 sq. ft. (be the same a little more or less) comprised in R.S. Dag No. 320 situated in Mouza Tangra, Division 4 Sub Division L, J.L. No.5 in the District of 24 Parganas (S) now within the limits of Kolkata Municipal Corporation (adjacent Matheswarata Road), Police Station - Tijala now Pragati Maidan TOGETHER WITH the buildings and structures standing thereon AND ALL THAT the piece and parcel of land containing by estimation an area of 11 Decimals equivalent to 5 Cottah 10 Chittack 21 sq. ft. (be the same a little more or less) comprised in R.S. Dag No. 320/379 situated in Mouza - Tangra, Division 4 Sub Division L, J.L. No.5 in the District of 24 Parganas (S) now within the limits of Kolkata Municipal Corporation (adjacent Matheswarata Road), Police Station - Tijala now Pragati Maidan TOGETHER WITH the buildings and structures standing thereon on the terms and conditions contained recorded in the said Indenture.

- 7) By another Indenture of Conveyance dated 23rd day of July 2014 made between Sunita Das therein referred to as the Vendor of the First Part and



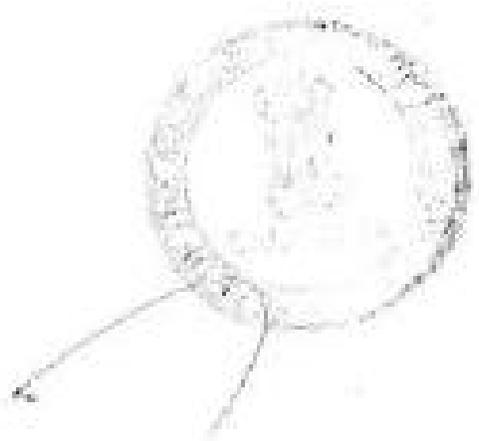
REGISTRAR GENERAL

WEST BENGAL

30 JUN 2016

the Owners herein therein collectively referred to as the Purchasers of the Second Part and registered in the Office of District Sub-Registrar-III, South 24 Parganas in Book No.1, CD Volume 15, Pages 5343 to 5368, being No. 06439 for the year 2014 the Owners herein became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to undivided 10% share in ALL THAT the piece and parcel of land containing by estimation an area of 24 Decimals equivalent to 14 Cottah & Chittack 14 sq. ft. (be the same a little more or less) comprised in R.S. Dag No. 317 situated in Mouza - Tangra, Division IV Sub Division 1, J.L. No. 5 in the District of 24 Parganas (S) now within the limits of Kolkata Municipal Corporation (adjacent Matheswartola Road), Police Station - Tiljala now Pragati Maidan TOGETHER WITH the buildings and structures standing thereon AND ALL THAT the piece and parcel of land containing by estimation an area of 20 Decimals equivalent to 17 Cottah & Chittack 33 sq. ft. (be the same a little more or less) comprised in R.S. Dag No. 356/380 situated in Mouza - Tangra, Division IV Sub Division 1, J.L. No. 5 in the District of 24 Parganas (S) now within the limits of Kolkata Municipal Corporation (adjacent Matheswartola Road), Police Station - Tiljala now Pragati Maidan TOGETHER WITH the buildings and structures standing thereon on the terms and conditions contained recorded in the said indenture.

- 8) In virtue of the above-mentioned deeds the Owners became the absolute owners of 67 Cottahs 2 Chittacks 24 sqft (more or less) together with structures comprised of C.S./R.S Dag Nos 317, 318, 319, 320, 320/379, 356/380(F) Mouza Tangra, J.L. No. 5, Kolkata - 700 046.
- 9) The Owners got the above said plot of lands assessed and the same was numbered as Premises No.72, Matheswartola Road, Kolkata - 700 046 within the limits of the Kolkata Municipal Corporation.
- 10) Thus, in the above-mentioned circumstances the owners are absolutely seized and possessed and sufficiently entitled to ALL That land measuring 67 Cottahs 2 Chittacks 24 sqft (more or less) comprised in Premises No.72, Matheswartola Road, Kolkata - 700 046.



ADDITIONAL REGISTRAR
MINISTRY OF HIGHER EDUCATION
7 6 JUN 2015

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

SIGNED SEALED AND DELIVERED

by The OWNERS in the presence of-

1. Jayantika Pawar-Chavhan (Neelam Bai) 2
D- 700149.
2. Mrs. Jay Chavan
Seari Hill Estate No. 113
113D MATHESHWARA RD
KOL - 700046

PS GROUP REALTY LIMITED

P. K. Chavan
Director

ANGIRA SALES PRIVATE LIMITED

Ravi Sharma
Director / Authorized Signatory

DHUM VINIMAY PRIVATE LIMITED,

Ravi Sharma
Director / Authorized Signatory

For DEVORPA VANUYA PVT. LTD.

Ravi Sharma
Director

For P.K.C. & Associates Pvt. Ltd.

P. K. Chavan
Director

FOR DREOME BUILDERS PVT. LTD.

P. K. Chavan
Director / Authorized Signatory

Susanta Tie Up Pvt. Ltd.

Susanta
Director

For Piv Care Research & Medical (P) Ltd.

Susanta
Director



ADDITIONAL REGISTRAR
MUMBAI
26/11/2018

SIGNED, SEALED AND DELIVERED
BY THE DEVELOPER at Kolkata

Signed

in the presence of:-

1. Jyotsna Pandit
Chowkati, Calcutta Bldg
KOL - 700149.

2. Mr. Raju Kumar
113 D KOTHEKUNTA TOLA RD
KOL - 700016

SKY VIEW DEVELOPERS

Jyoti Kumar

Parthiv
Director

SIGNED, SEALED AND DELIVERED
BY THE OCCUPANT at Kolkata

in the presence of:-

1. Jyotsna Pandit

2. Mr. Raju Kumar

CHEN KUO JUNG

Chen Kuo Jung
Proprietor

Prepared in my Office:

M. S. ...

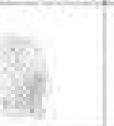
Advocate

12/13-10/2/2002

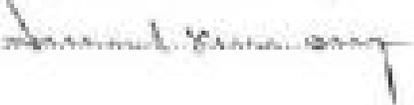


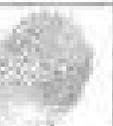
ADDITIONAL REGISTRAR
OF SECURITIES IN CALIFORNIA
J. B. [illegible]

SPECIMEN FORM FOR TEN FINGER PRINTS

					
	(Left Hand)				
					
	(Right Hand)				

Name SURENBRA KUMAR DULAR

Signature 

					
	(Left Hand)				
					
	(Right Hand)				

Name PRADIP KUMAR CHOPRA

Signature 

					
	(Left Hand)				
					
	(Right Hand)				

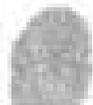
Name PRAKASH BHATNAGAR

Signature 



ADDITIONAL REGISTRAR
OF ASSurances
2-5-1994

SPECIMEN FORM FOR TEN FINGER PRINTS

					
	Little Ring Middle Fore Thumb (Left Hand)				
					
Thumb Fore Middle Ring Little (Right Hand)					

Name: *Chan Man Heung*

Signature: *Chan Man Heung*

					
	Little Ring Middle Fore Thumb (Left Hand)				
					
Thumb Fore Middle Ring Little (Right Hand)					

Name: *Porada Savene Pramania*

Signature: *Porada Savene Pramania*

PHOTO					
	Little Ring Middle Fore Thumb (Left Hand)				
Thumb Fore Middle Ring Little (Right Hand)					

Name:

Signature:



ಅಧಿಕಾರಿಗಳಿಗೆ
ಅಧಿಕಾರಿಗಳಿಗೆ
26 JUN 2019



Government of West Bengal

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

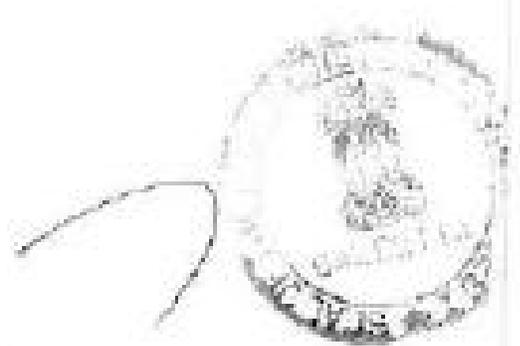
OFFICE OF THE A.R.A. - I KOLKATA, District: Name: Kolkata

Signature / LT. Sheet of Query No/Year 1001/1000132933/2015

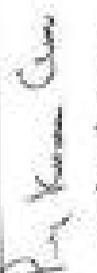
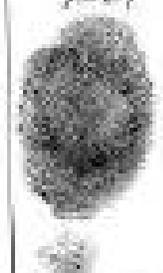
I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr. PRADIP KUMAR CHOPRA, 52/41, BALLYGUNGE CIRCULAR ROAD, P.O.- BALLYGUNGE, P.S.- Ballygunge, District - South 24 Parganas, West Bengal, India, PIN - 700019	Representative of Landlord (P.S. GROUP REALTY LTD.)		4959 	 26/10/15
2	Mr. PRAKASH BHIMRAJKA, 35/1 A, ELGIN ROAD, P.O.- ELGIN, P.S.- Bhowanipore, District - South 24 Parganas, West Bengal, India, PIN - 700025	Representative of Landlord (ANSIRA SALES PVT LTD.)		4966 	 26/10/15
2	Mr. PRKASH BHIMRAJKA, 35/1 A, ELGIN ROAD, P.O.- ELGIN, P.S.- Bhowanipore, District - South 24 Parganas, West Bengal, India, PIN - 700025	Representative of Landlord (SHUNI VINAY PVT LTD.)			 26/10/15

1970



ADDITIONAL REGISTRAR
OF ASSOCIATED DATA
26 JUN 1970

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	M PRARASHI SHIBRAJKA, 30/1 A, EDDIN ROAD, P.O.- BUDHA, P.S.- Browerpara, District- South 24-Parganas, West Bengal, India, PIN - 700020	Represent ative of Landlord (DEVKRIP A VANKUYA PVT LTD)			 24/10/2015
1	M PRADIP KUMAR CHOPRA, 50/1, BALLYGUNGE CIRCULAR ROAD, P.O.- BALLYGUNGE, P.S.- Ballygunge, District- South 24-Parganas, West Bengal, India, PIN - 700019	Represent ative of Landlord (P.K.C AND ASSOCIA TES PVT LTD)			 26/10/2015
3	M PRADIP KUMAR CHOPRA, 50/1, BALLYGUNGE CIRCULAR ROAD, P.O.- BALLYGUNGE, P.S.- Ballygunge, District- South 24-Parganas, West Bengal, India, PIN - 700019	Represent ative of Landlord (BREGOME BUILDER S PVT LTD)			 26/10/2015
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	M- BHASHA SANKAR PRAMANIK, 256/25/1, N S.C. ROAD, P.O.- NAKTALA, P.S.- Jodhpur, District-South 24-Parganas, West Bengal, India, PIN- 700047	Represent ative of Landlord (PAR GATE REBEAR CH AND MEDICAL PVT LTD)		4871 	 26/10/2015



ADDITIONAL REGISTRAR
OF ASSURANCE
20,000,000

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	MR GHADA SANJAY PRAMANK, 25/05/11 N S C ROSE ROAD, P.O - NAITALA, P.S - Jadavpur, District-20401 24-Parganas, West Bengal, India, PIN - 700047	Representative of Landlord [SUNSHINE TA TIE UP PVT LTD]			<i>[Signature]</i> 24/06/2018
5	MR MAO HASING CHEN, 47, SOUTH TANGRA ROAD, P.O - GOBINDA KHATIK, P.S - Tangra, District - SOUTH 24-Parganas, West Bengal, India, PIN - 700045	Representative of Landlord [CHEN HUI JUNG OCCUPANTS]		Finger Print 4362	<i>[Signature]</i> 24/06/2018
6	MR SURENDRA KUMAR NIGAM, 2 B, DOVER ROAD, P.O - BALLYGUNGE, P.S - Ballygunge, District - South 24-Parganas, West Bengal, India, PIN - 700079	Representative of Developer [SKY VIEW DEVELOPERS]		Finger Print 4363	<i>[Signature]</i> 24/06/2018
Sl No.	Name and Address of Identifier	Identifier of		Signature with date <i>[Signature]</i> 24/06/2018	

[Signature]
(Dinabandhu Roy)

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - KOLKATA
Kolkata, West Bengal

ADDITIONAL REBBS TRAP
2-0 JUN 1963



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

GRN: 19-201516-000888108-1 Payment Mode: Online Payment
 GRN Date: 25/06/2015 15:29:46 Bank: Indian Bank
 BRN: 1825 0020150016739 BRN Date: 25/06/2015 15:31:57

DEPOSITOR'S DETAILS

Id No.: 1901/0000133/33302015
(Copy for Stamp Book)

Name: MANI SANKAR ROY CHOWDHURY
 Contact No.: Mobile No.: +91 9830299472
 E-mail: Address: KOLKATA
 Applicant Name: MR MANI SANKAR ROY CHOWDHURY
 Office Name: Office Address: Status of Depositor: Advocate
 Purpose of payment / Remarks: Sale, development, Agreement or Construction agreement.

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount (₹)
1	1901/0000133/33302015	Priority Registration-Registral Fee	000000-000000-118	50000
2	1901/0000133/33302015	Priority Registration-Stamp Duty	000000-000000-400	90000

Total 140000

In Words: Rs. 1,40,000 (One Lakh Forty Thousand) Only

etc



20



ADDITIONAL REGISTRAR
CALCUTTA
26 JUN 1964


 ELECTION COMMISSION OF INDIA
 IDENTIFICATION CARD

(10/10/2011)




Roll No. : 10000000
 Photo No. : 10000000
 Name : 10000000
 Address : 10000000
 Sex : M
 Date of Birth : 10000000

Tayanka Pandit

Form 1000

State of California
Department of Public Health
San Francisco

Address:
1415 Market Street, San Francisco, California
94102

Fee: \$10.00

For a complete list of fees and charges for
licensing, visit us at
www.cdph.ca.gov
Employment Code for
this document is 0000000000

This document is for informational purposes only. It is not a license. For more information, visit us at www.cdph.ca.gov. If you have any questions, please contact us at (415) 705-7273. We are available Monday through Friday, 8:00 a.m. to 5:00 p.m. PST. For more information, visit us at www.cdph.ca.gov.

Jayanti Poudel



REGIONAL REGISTRAR
1415 MARKET STREET, SAN FRANCISCO, CA 94102
415.705.7273

DATED THIS DAY OF 2015

BETWEEN

PS GROUP REALTY LIMITED S. OS.
... OWNERS

AND

SNY VIEW DEVELOPERS

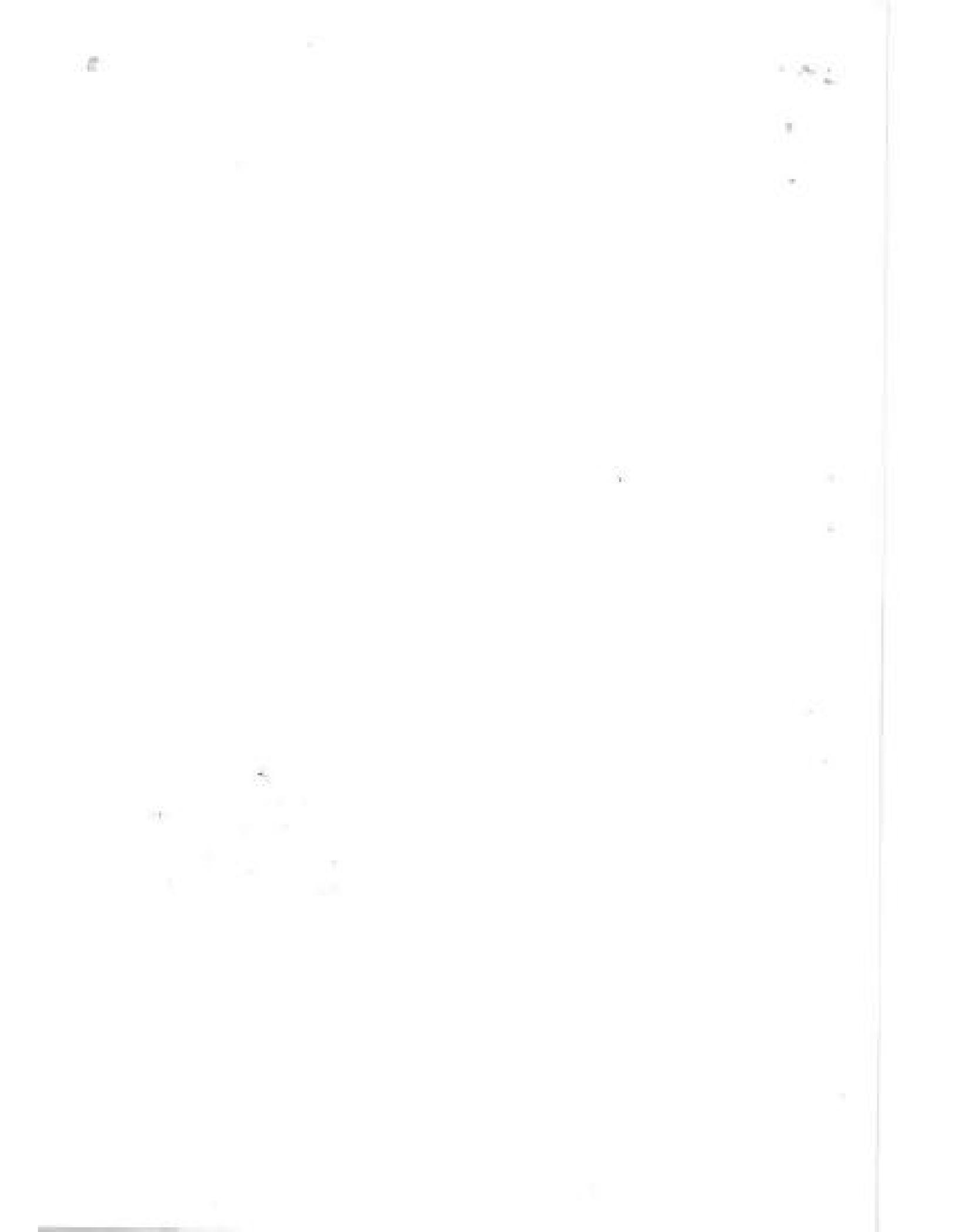
.....
DEVELOPER

AND

M/S CHEN KUO JUNG

..... OCCUPANT

DEVELOPMENT AGREEMENT



Seller, Buyer and Property Details

A. Land Lord & Developer Details

Land Lord Details	
Sl. No.	Name, Address, Photo, Finger print and Signature
1	<p>P S GROUP REALTY LTD 52/K/1, BALLYGUNGE CIRCULAR ROAD, P.O:- BALLYGUNGE, P.S:- Ballygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019 PAN No: AABOP5300E, Status : Organization Represented by representative as given below:-</p>
1(1)	<p>MIHRADIP KUMAR CHOPRA Son of Late- MOTILAL CHOPRA 52/K/1, BALLYGUNGE CIRCULAR ROAD, P.O:- BALLYGUNGE, P.S:- Ballygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019 Edu: M.A, Dy Caste: Hindu, Occupation: Business, Citizen of India, PAN No: ADAPC9902B, Status : Representative Date of Execution : 28/08/2015 Date of Admission : 28/08/2015 Place of Admission of Execution : Pvt. Residence</p>
2	<p>ANGRA SALES PVT LTD 38/1 A, ELGIN ROAD, P.O:- ELGIN ROAD, P.S:- Eshwaripore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 PAN No. AAFC99036B, Status : Organization</p>
3	<p>BHUMI VANMAY PVT LTD 38/1 A, ELGIN ROAD, P.O:- ELGIN ROAD, P.S:- Eshwaripore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 PAN No. AACCB9850C, Status : Organization</p>
4	<p>DEVKRIPA VANUYA PVT LTD 1/3, N S C BOSE ROAD, P.O:- NARENDRAPUR, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700103 PAN No. AACCD1721H, Status : Organization Represented by their (2-4) representative as given below:-</p>

Land Lord Details

Sl. No.	Name, Address, Photo, Finger print and Signature
2-4 (1)	<p>Mr. PRAKASH BHIMRAJKA Son of Late- BALIRANG LAL BHIMRAJKA, 35/1 A, ELGIN ROAD, P.O.- ELGIN, P.S.- Bhawanipore, District-South 24-Parganas, West Bengal, India, PIN - 700020 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of India, PAN No. ADQPB7657U, Status : Representative Date of Execution : 26/06/2015 Date of Admission : 26/06/2015 Place of Admission of Execution : Pvt. Residence</p>
5	<p>PK D AND ASSOCIATES PVT LTD 169, N S C BOSE ROAD, P.O.- BALLYGUNGE, P.S.- Ballygunge, District-South 24-Parganas, West Bengal, India, PIN - 700030 PAN No. AABCP4806E, Status : Organization</p>
6	<p>SREOME BUILDERS PVT LTD 12 C, CHAKRABERIA ROAD (NORTH), P.O.- BALLYGUNGE, P.S.- Ballygunge, District-South 24-Parganas, West Bengal, India, PIN - 700030 PAN No. AAECDE4070M, Status : Organization Represented by their (5-B) representative as given below:-</p>
5-6 (1)	<p>Mr. PRADIP KUMAR CHOPRA Son of Late- MOTILAL CHOPRA 52/4/1, BALLYGUNGE CIRCULAR ROAD, P.O.- BALLYGUNGE, P.S.- Ballygunge, District-South 24-Parganas, West Bengal, India, PIN - 700018 Sex: Male, By Caste: Hindu, Occupation: Service, citizen of India, PAN No. ACAPC9922B, Status : Representative Date of Execution : 26/06/2015 Date of Admission : 26/06/2015 Place of Admission of Execution : Pvt. Residence</p>
7	<p>SURSARITA TIE UP PVT LTD P17, G I T SCHEME NO. XLVII, ASHUTOSH CHOYDHURY A, P.O.- BALLYGUNGE, P.S.- Kalya, District-South 24-Parganas, West Bengal, India, PIN - 700019 PAN No. AALGS0191B, Status : Organization</p>

1

2

3

4

5

6

7

Land Lord Details

Sl. No.	Name, Address, Photo, Finger print and Signature
5	<p>PAR CARE RESEARCH AND MEDICAL PVT LTD P17, ASHUTOSH CHOWDHURY AVENUE, P.O.- BALLYGUNGE, P.S.- Karaya, District-South 24-Parganas, West Bengal, India, PIN - 700019 PAN No. AACCP0542K, Status : Organization Represented by their (7-8) representative as given below:-</p>
7-8 (1)	<p>Mr BHABA SANJAY PRAMANIK Son of Mr BASANTA KUMAR PRAMANIK 254/25/1, N B C BOSE ROAD, P. O. - NAKTALA, P.S - Jodhpur, District-South 24-Parganas, West Bengal, India, PIN - 700017 Sex: Male, By-Caste: Hindu, Occupation: Business, Citizen of India, Status : Representative Date of Execution : 26/06/2015 Date of Admission : 26/06/2015 Place of Admission of Execution : Pvt. Residence</p>
8	<p>CHEN KUO JUNG (OCCUPANT) 47, SOUTH TANGRA ROAD, P.O.- GOBINDA KHATIK, P.S.- Tangra, District-South 24-Parganas, West Bengal, India, PIN - 700048 PAN No. ABZPC659D, Status : Organization Represented by representative as given below:-</p>
8(1)	<p>Mr NING HASING CHEN Son of Mr CHEN KUO JUNG 47, SOUTH TANGRA ROAD, P.O.- GOBINDA KHATIK, P.S.- Tangra, District-South 24-Parganas, West Bengal, India, PIN - 700048 Sex: Male, By-Caste: Hindu, Occupation: Business, Citizen of India, PAN No. ABZPC659D, Status : Representative Date of Execution : 26/06/2015 Date of Admission : 26/06/2015 Place of Admission of Execution : Pvt. Residence</p>

1

2

3

4

5

6

Developer Details	
Sl. No.	Name, Address, Photo, Finger print and Signature
1	<p>SKY VIEW DEVELOPERS 88, TOPRA, ROAD (SOUTH), P.O.- GOBINDA KHATK, P.S.- Topra, District-South 24-Parganas, West Bengal, India, PIN - 700046 PAN No. ACCFS1223R, Status : Organization Represented by representative as given below:-</p>
1(1)	<p>MR SURENDRA KUMAR DUGAR Son of Late J M DUGAR 2 B, DOVER ROAD, P.O.- BALLYGUNGE, P.S.- Ballygunge, District-South 24-Parganas, West Bengal, India, PIN - 700019 Sec. Mtds. By Caste: Hindu, Occupation: Business, Citizen of India, PAN No. ACUPD131TK, Status : Representative Date of Execution : 20/06/2016 Date of Admission : 26/08/2016 Place of Admission of Execution : Pvt. Residence</p>

B. Identifier Details

Identifier Details			
Sl. No.	Identifier Name & Address	Identifier of	Signature
1	<p>Mr Jagatta Pandit Son of Mr. Gour Hari Pandit Chokheri, P.O.- Keesa, P.S.- Keesa, Kolkata, District-South 24-Parganas, West Bengal, India, PIN - 700149 Sec: Mala, By Caste: Hindu, Occupation: Service, Citizen of India,</p>	<p>MR PRADIP KUMAR CHOPRA, MR PRAKASH BHIMRAJKA, MR PRADIP KUMAR CHOPRA, MR BHABA SANKAR PRAMANK, or MIAO HASENG CHEN, MR SURENDRA KUMAR DUGAR</p>	

C. Transacted Property Details

Land Details						
Sl. No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Bestforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	<p>District-South 24-Parganas, P.S.- Tengra, Corporation KOLKATA MUNICIPAL CORPORATION, Road Matheswartaia Road, Frontage No. 72, Premises No. 72</p>		<p>ET Kasta 2 Chatak 24 Sq Ft</p>	60,00,000/-	14,03,10,163/-	Proposed Use: Bestu, Property is on Road

2

100

100

100

100

100

100

Transfer of Property from Land Lord to Developer				
Sch. No.	Name of the Land/Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	ANGRA SALES PVT LTD	SKY VIEW DEVELOPERS	12.3124	11.1111
	BHUMI VINIMAY PVT LTD	SKY VIEW DEVELOPERS	12.3124	11.1111
	CHEN KUO JUNG (OCCUPANT)	SKY VIEW DEVELOPERS	12.3124	11.1111
	DEVKRI PA VANLIYA PVT LTD	SKY VIEW DEVELOPERS	12.3124	11.1111
	P K C AND ASSOCIATES PVT LTD	SKY VIEW DEVELOPERS	12.3124	11.1111
	P S GROUP REALTY LTD	SKY VIEW DEVELOPERS	12.3124	11.1111
	PARICARE RESEARCH AND MEDICAL PVT LTD	SKY VIEW DEVELOPERS	12.3124	11.1111
	SRE DME BUILDERS PVT LTD	SKY VIEW DEVELOPERS	12.3124	11.1111
	SURBARITA TIE UP PVT LTD	SKY VIEW DEVELOPERS	12.3124	11.1111

D. Applicant Details

Details of the applicant who had submitted the requisition form	
Applicant's Name	MANI SANKAR ROY CHOWDHURY
Address	4, K. S ROY ROAD Tanna : Hari Street, District : Kolkata, WEST BENGAL, PIN - 700001
Applicant's Status	Advocate



Office of the A.R.A. - I KOLKATA, District: Kolkata
Enforcement For Deed Number : I - 190105274 / 2015

Query No/Year 19011000133903/2015 Serial no/Year 190105005 / 2015
Deed No/Year I - 190105274 / 2015
Transaction (0110) Sale, Development Agreement or Construction agreement
Name of Presentant Mr PRADIP KUMAR Presented At Private Residence
CHOPRA
Date of Execution 25-06-2015 Date of Presentation 26-06-2015

Remarks

On 23/06/2015

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. 14,03,10,167/-

(R)

(Prasanthu Ray)

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
Kolkata, West Bengal

On 20/06/2015

Presentation(Under Section 52 & Rule 22A(3) 48(1) W.B. Registration Rules, 1962)

Presented for registration at 18.42 hrs. on 26/06/2015, at the Private residence, by Mr PRADIP KUMAR CHOPRA .

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

Execution is admitted on 26/06/2015 by

Mr PRADIP KUMAR CHOPRA , P S GROUP REALTY LTD , 52/4/1, BALLYGUNGE CIRCULAR ROAD, P.O. BALLYGUNGE, Thana: Ballygunge , South 24 Parganas, WEST BENGAL, India, PIN - 700019

Identified by Mr Jayanta Pandit, Son of Mr Gour Hari Pandit, Chherhat, P.O: Kasba, Thana: Kasba , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700149, By caste Hindu, By Profession Service

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

Execution is admitted on 26/06/2015 by

1. Mr PRAKASH BHIMRAJKA , ANGIRA SALES PVT LTD , 36/1 A, ELGIN ROAD, P.O: ELGIN ROAD, Thana: Bhawanipore , South 24-Parganas, WEST BENGAL, India, PIN - 700020

2. Mr PRAKASH BHIMRAJKA , ANGIRA SALES PVT LTD , 36/1 A, ELGIN ROAD, P.O: ELGIN ROAD, Thana: Bhawanipore , South 24-Parganas, WEST BENGAL, India, PIN - 700020

3. Mr PRAKASH BHIMRAJKA , ANGIRA SALES PVT LTD , 36/1 A, ELGIN ROAD, P.O: ELGIN ROAD, Thana: Bhawanipore , South 24-Parganas, WEST BENGAL, India, PIN - 700020

4. Mr PRAKASH BHIMRAJKA , BHUMI VINIMAY PVT LTD , 36/1 A, ELGIN ROAD, P.O: ELGIN ROAD, Thana: Bhowanipore , South 24-Parganas, WEST BENGAL, India, PIN - 700020
5. Mr PRAKASH BHIMRAJKA , BHUMI VINIMAY PVT LTD , 36/1 A, ELGIN ROAD, P.O: ELGIN ROAD, Thana: Bhowanipore , South 24-Parganas, WEST BENGAL, India, PIN - 700020
6. Mr PRAKASH BHIMRAJKA , BHUMI VINIMAY PVT LTD , 36/1 A, ELGIN ROAD, P.O: ELGIN ROAD, Thana: Bhowanipore , South 24-Parganas, WEST BENGAL, India, PIN - 700020
7. Mr PRAKASH BHIMRAJKA , DEVKRIPA VANIYA PVT LTD , 169, N S C BOSE ROAD, P.O: NARENDRAPUR, Thana: Sonarpur , South 24-Parganas, WEST BENGAL, India, PIN - 700100
8. Mr PRAKASH BHIMRAJKA , DEVKRIPA VANIYA PVT LTD , 169, N S C BOSE ROAD, P.O: NARENDRAPUR, Thana: Sonarpur , South 24-Parganas, WEST BENGAL, India, PIN - 700100
9. Mr PRAKASH BHIMRAJKA , DEVKRIPA VANIYA PVT LTD , 169, N S C BOSE ROAD, P.O: NARENDRAPUR, Thana: Sonarpur , South 24-Parganas, WEST BENGAL, India, PIN - 700100
Identified by Mr Jayanta Pandit, Son of Mr Gour Hari Pandit, Chowhatti, P.O: Kasba, Thana: Kasba , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700140, By caste Hindu, By Profession Service

Admission of Execution | Under Section 58, W.B. Registration Rules, 1907 | [Representative]

Execution is admitted on 26/09/2015 by

1. Mr PRADIP KUMAR CHOPRA , P K C AND ASSOCIATES PVT LTD , 169, N S C BOSE ROAD, P.O: BALLYGUNGE, Thana: Ballygunge , South 24-Parganas, WEST BENGAL, India, PIN - 700020
2. Mr PRADIP KUMAR CHOPRA , P K C AND ASSOCIATES PVT LTD , 169, N S C BOSE ROAD, P.O: BALLYGUNGE, Thana: Ballygunge , South 24-Parganas, WEST BENGAL, India, PIN - 700020
3. Mr PRADIP KUMAR CHOPRA , SREOME BUILDERS PVT LTD , 12 C, CHAKRABERIA ROAD (NORTH), P.O: BALLYGUNGE, Thana: Ballygunge , South 24-Parganas, WEST BENGAL, India, PIN - 700020
4. Mr PRADIP KUMAR CHOPRA , SREOME BUILDERS PVT LTD , 12 C, CHAKRABERIA ROAD (NORTH), P.O: BALLYGUNGE, Thana: Ballygunge , South 24-Parganas, WEST BENGAL, India, PIN - 700020
Identified by Mr Jayanta Pandit, Son of Mr Gour Hari Pandit, Chowhatti, P.O: Kasba, Thana: Kasba , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700140, By caste Hindu, By Profession Service

Admission of Execution | Under Section 58, W.B. Registration Rules, 1907 | [Representative]

Execution is admitted on 26/09/2015 by

1. Mr BHABA SANKAR PRAMANIK , SURSARITA TIE UP PVT LTD , P17, G1 T SCHEME NO. XLVIII, ASHUTOSH CHOWDHURY A, P.O: BALLYGUNGE, Thana: Kanyo , South 24-Parganas, WEST BENGAL, India, PIN - 700019
2. Mr BHABA SANKAR PRAMANIK , SURSARITA TIE UP PVT LTD , P17, G1 T SCHEME NO. XLVIII, ASHUTOSH CHOWDHURY A, P.O: BALLYGUNGE, Thana: Kanyo , South 24-Parganas, WEST BENGAL, India, PIN - 700019
3. Mr BHABA SANKAR PRAMANIK , PAR CARE RESEARCH AND MEDICAL PVT LTD , P17, ASHUTOSH CHOWDHURY AVENUE, P.O: BALLYGUNGE, Thana: Kanyo , South 24-Parganas, WEST BENGAL, India, PIN - 700019
4. Mr BHABA SANKAR PRAMANIK , PAR CARE RESEARCH AND MEDICAL PVT LTD , P17, ASHUTOSH CHOWDHURY AVENUE, P.O: BALLYGUNGE, Thana: Kanyo , South 24-Parganas, WEST BENGAL, India, PIN - 700019
Identified by Mr Jayanta Pandit, Son of Mr Gour Hari Pandit, Chowhatti, P.O: Kasba, Thana: Kasba , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700140, By caste Hindu, By Profession Service

Admission of Execution | Under Section 58, W.B. Registration Rules, 1907 | [Representative]

Execution is admitted on 26/03/2015 by

Mr MIAD HASING CHEN, CHEN KUO JUNG (OCCUPANT), 47, SOUTH TANGRA ROAD, P.O: GOBINDA KHATIK, Thana: Titjala, South 24-Parganas, WEST BENGAL, India, PIN - 700046
Identified by Mr Jayanta Pandit, Son of Mr Gour Hari Pandit, Chawwal, P.O: Kasba, Thana: Kasba, City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700149, By caste Hindu, By Profession Service

Admission of Execution (Under Section 55, W.B. Registration Rules, 1962) (Representative)

Execution is admitted on 26/03/2015 by

Mr SURENDRA KUMAR DUGAR, SKY VIEW DEVELOPERS, 83, TOPSIA ROAD (SOUTH), P. O: GOBINDA KHATIK, Thana: Topsia, South 24-Parganas, WEST BENGAL, India, PIN - 700046
Identified by Mr Jayanta Pandit, Son of Mr Gour Hari Pandit, Chawwal, P.O: Kasba, Thana: Kasba, City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700149, By caste Hindu, By Profession Service

(TR)

(Dinabandhu Roy)

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
Kolkata, West Bengal

On 23/03/2015

Certificate of Admissibility (Rule 13, 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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 60,094/- (B = Rs 65,989/-, E = Rs 21/-, J = Rs 58/-, M(a) = Rs 25/-, M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 60,000/-.

Description of Online Payment:

1. Rs 60,094/- is paid, by online using Head of Account 0030-00-104-001-18, Bank: Indus Bank (IDIB0000001)

(TR)

(Dinabandhu Roy)

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
Kolkata, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2015, Page from 22604 to 22675

being No. 190105274 for the year 2015.



Digitally signed by DINABANDHU ROY
Date: 2015.07.03 16:34:59 +05:30
Reason: Digital Signing of Deed.

DR
(Dinabandhu Roy) 7/3/2015 4:34:57 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A. R.A. - I KOLKATA
West Bengal.

(This document is digitally signed.)