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I certify that the Document is admitted to registration, the Signature Sheet and the forerunner sheets attached to this document the date of this Document.

पश्चिम बंगाल WEST BENGAL

A.R.A. III Z 522181

Additional Registrar of Assurances III Kolkata No. 424/18

15 MAR 2018

THIS JOINT DEVELOPMENT AGREEMENT is made on this 14th day of

March Two Thousand and Eighteen;

Additional Registrar of Assurances-III, Kolkata

-BETWEEN-

MESSRS PYRAMID ENCLAVE PRIVATE LIMITED (PAN No. AAACP3545N), (C.I.N. No. U45400WB2007PTC116997), a Company incorporated under the Companies Act, 1956, having its registered office at No.P-16, Kalakar Street, Police Station - Posta, Post Office Kalakar Street, Kolkata - 700 007, represented by its Director **Sri Sushil Kumar Gupta** (P.A.N. No. ADPBG6819R) son of Basudev Gupta, residing at GD - 209, Salt Lake - III, Tank No. 12, Bidhannagar (M), Bidhannagar CK Market, North 24 Parganas, Kolkata, West Bengal 700091, hereinafter referred to as the "OWNER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office and/or assigns) of the ONE PART

AND

Sushil Kumar Gupta

Jan 250
Jan 100
350

Binay Kumar Singh

348349

S.L. No.....Sold To.....
Rs.....Address.....
G.C. SAHAB K. Jain & Co.
(Advocates)
6A, K. S. Roy Rd.
Kol-1

(Govt.) LICENSED STAMP VENDOR
11A, Mirza Galib Street, Kol-87

Issue Date.....Sign.....



7 MAR 2018



Additional Registrar of
Assurances III Kolkata

14 MAR 2018

Sd/-
Sd/-
SANDEEP JAIN
(Advocate)
6A, K. S Roy Road,

MESSRS EDEN INFRABUILD PRIVATE LIMITED (P.A.N. No. AABCE7371C), (C.I.N. No. U45200WB2007PTC114344), a Company incorporated under the Companies Act, 1956, having its registered office at Metropolitan Building, 7, Jawahar Lal Nehru Road, Kolkata - 700 013, represented by its Director **Sri Binay Kumar Singh** (P.A.N. No. AMPBS8644P) son of Sri Triloki Nath Singh, residing at 59, Sailo Kumar Mukherjee Road, Howrah - 711101, hereinafter referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office and/or assigns) of the **OTHER PART**:

WHEREAS:

A. Messrs Pyramid Enclave Private Limited, the Owner herein, is the recorded owner in respect of **All That** the pieces or parcels of **Plots of Land** containing by measurement an area of **1.82 Acres** be the same a little more or less together with buildings and other structures whatsoever lying erected and/or built thereat situated lying at and comprised in **several L.R. Dag under Khatian No.11337** (formerly 6559) within **Mouza - Mahesh, J.L. No.15** being divided and demarcated portion of Municipal Premises No. **29, Kanailal Goswami Sarani under Ward No.17 of the Serampore Municipality, P.O. & P.S. Serampore, District - Hooghly, West Bengal**, more fully described in the *First Schedule* hereunder written (hereinafter referred to as the "said Premises"), by virtue of an Indenture of Conveyance dated the **13th December, 2007** made between National Textile Corporation Ltd. therein referred to as the Vendor of the One Part and Messrs Pyramid Enclave Private Limited, the Owner herein and therein referred to as the Purchaser of the Other Part and registered in Book No. I, Volume No.11, Pages 52 to 67, Being No.324 for the year 2008 at the office of the Additional Registrar of Assurances - III, Kolkata which related to the said premises amongst other properties.

B. The Land comprised in, amongst other properties, the "said Premises" does not come under the purview of Section 6(3) of the West Bengal Estates Acquisition Act, 1953 and the same was as such duly declared and confirmed by letter dated July 27, 2000 issued by the Officer on Special Duty & Ex-officio Deputy Secretary, Government of West Bengal.

C. The Owner herein duly applied for and got the classification of the lands comprised in, amongst other properties, the "said Premises" (except portion

Binay Kumar Singh, Sanku Kumar Singh



Additional Registrar of
Assurances III Kolkata

14 MAR 2016

admeasuring 3.599 Acres comprised in Dag Nos. 2502, 2528, 2573, 2587, 2591, 2592, 2601, 2603, 2605, 2608, 2617, 2618, 2624, 2642) changed for use of the same for housing complex purpose vide order dated May 26, 2016 passed by the Collector u/s 4C of W.B.L.R. Act & District Land & Land Reforms Officer, Hooghly.

D. The Owner herein also applied for and obtained necessary No Objection Certificate from the competent authority and Sub-Divisional Officer, Serampore for development and construction of Housing Complex at or upon the Land comprised in, amongst other properties, the "said Premises" vide Memo No.122ULC dated 13th June, 2016 under the provisions of the Urban Land (Ceiling & Regulations) Act, 1976. It was also recorded and confirmed by the authorities in the same certificate that the Land comprised in the "said Premises" were not vested under the Urban Land (Ceiling & Regulation) Act, 1976.

E. Messrs Eden Infrabuild Private Limited, the Developer herein on being approached and requested by the Owner as also relying on the various representations made and assurances given by the Owner, has agreed to undertake and carry out development of the "said Premises" being All That the pieces or parcels of Plots of Land in aggregate measuring about 1.82 Acres together with buildings and structures whatsoever lying erected thereat situated lying at and comprised in several L.R. Dag Nos. 2598(P), 2585(P), 2599, 2600, 2601, 2602, 2592, 2595, 2596(P), 2597(P), 2586(P), 2590(P), 2593(P), 2594(P) under Khatian No.11337 within Mouza Mahesh being Municipal Premises No. 29, Kanailal Goswami Sarani, within Serampore Municipality, Serampore, morefully described in the *First Schedule* hereunder written and construction of Building Complex at or upon the land comprised in the "said Premises" on the agreed terms and conditions.

F. The parties hereto have agreed to record in writing the various terms and conditions for Joint Development of the "said Premises" and construction of the proposed building complex at or upon the land comprised therein as hereinafter contained.

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

1. **DEFINITIONS:** In these presents, unless it be contrary or repugnant to the subject or context, the under mentioned terms or expressions shall have meanings as follows: -
 - 1.1. "OWNER" shall mean and include Messrs Pyramid Enclave Private Limited and its successor or successors in interest and/or successors in office and/or assigns.

- 1.2. "DEVELOPER" shall mean and include Messrs Eden Infrabuild Private Limited, and its successor or successors in interest and/or successors-in-office and/or assigns.
- 1.3. "SAID PREMISES" shall mean and include All That the pieces or parcels of Plots of Land containing by measurement an area of 1.82 Acres be the same a little more or less together with buildings and other structures whatsoever lying erected and/or built thereat situated lying at and comprised in several L.R. Dag under Khatian No.11337 (formerly 6559) within Mouza - Mahesh, J.L. No.15 being divided and demarcated portion of Municipal Premises No. 29, Kanailal Goswami Sarani under Ward No.17 of the Serampore Municipality, P.O. & P.S. Serampore, District - Hooghly, West Bengal, more fully described in the *First Schedule* hereunder written. The same shown and delineated in RED borders in the map or plan marked "X" annexed hereto.
- 1.4. "BUILDING COMPLEX" shall mean and include buildings consisting of shops, show rooms, offices, parking spaces and other commercial spaces to be constructed at or upon Land comprised in the "said Premises" as per the sanctioned plan to be issued by Serampore Municipality and/or approved by the competent authority and as per Municipal Laws and the Building Rules.
- 1.5. "PROJECT" shall mean and include the project of Development Works at the Land comprised in the "said Premises" and construction of the said Building Complex by the Developer for disposal of units thereat.
- 1.6. "UNITS" shall mean and include the shops, show rooms, offices and other commercial spaces of the Building Complex, which would be available for independent use and occupation at the said Building Complex.
- 1.7. "CARPET AREA" of the Units shall have the same meaning as assigned to it in the Real Estate (Regulation and Development) Act, 2016 or the applicable State Housing Law.
- 1.8. "OTHER SALEABLE SPACES" shall mean and include car parking spaces both covered and open of the building complex.
- 1.9. "DEVELOPMENT WORK" shall mean and include development of the "said Premises" comprised therein and construction of the proposed building complex thereat by the Developer as per the Sanctioned Plan and also as per the Municipal laws and the Building Rules.
- 1.10. "SANCTIONED PLAN" shall mean and include the building Plan which shall be sanctioned by the Serampore Municipality and/or approved by the

competent authority as also all other concerned government authorities for construction in one or more phases in respect of the proposed Building Complex as also include the renewed, revised and/or modified and/or other Plans, elevations, designs, maps, drawings and other specifications.

- 1.11. "COMMON PARTS" shall mean and include the common parts and areas of the Building Complex including entrances, corridors, lobbies, landings, stairs, paths, passages, ways, roof top solar power installation, underground and overhead water reservoirs, water pipes, water Pump and motor, Lifts, Lift well, Lift machine rooms and the sewerage and drainage connection pipes and other common areas, and spaces as may be meant for the common use and the same for the beneficial use and enjoyment of the units and other saleable spaces at the building complex but shall not include the roof and the open spaces on the Ground floor level of the building complex which are not identified as Common Areas by the Developer.
- 1.12. "OWNER'S ALLOCATION" shall mean and include 22 (twenty-two) percent of the Net sale proceeds of the Units of the building complex as per the provisions contained in *Clause 14.1* hereunder and also the Units separately allocated to the Owner as per the provisions contained in *Clause 14.8* hereto but the same shall not include the other saleable spaces.
- 1.13. "DEVELOPER'S ALLOCATION" shall mean and include the 78 (seventy-eight) percent of the Net sale proceeds of the Units and the entire sale proceeds of the "other saleable spaces" of the building complex as per the provisions contained in *Clause 14.2* hereunder and also the Units and other Saleable spaces" separately allocated to the Developer as per the provisions contained in *Clause 14.8* hereto.
- 1.14. "TOTAL SALE PROCEEDS" shall mean and include the amounts as may be received, realised and/or collected by the Developer from the buyers towards earnest moneys, part payments and consideration/rental amounts, Preferred location charges, floor escalation, nomination charges/consideration if any for and on account of sale on ownership basis or otherwise disposal in respect of the "Units", as also "other saleable spaces", of the said building complex together with an undivided proportionate share or interest in the land comprised in the "said Premises" and the common parts but shall not include the various amount mentioned in *Clause 14.4* hereunder
- 1.15. "NET SALE PROCEEDS" shall mean the amount, which would remain balance after deducting sale proceeds of the "other saleable spaces", out of the Total Sale Proceeds.

- 1.16. "ESCROW BANK ACCOUNT" shall mean the Bank Account to be jointly opened and operated by the Owner and the Developer as provided in *Clause 15* hereunder.
- 1.17. "ARCHITECT" shall mean the Architect/s who may be retained and/or appointed by the Developer for designing and planning of the said development work as also for supervising the carrying out of the said development work and construction of the proposed building complex as per the sanctioned plan as also the Municipal laws and the Building Rules.
- 1.18. "BUYERS" shall mean and include the intending Buyers/Transferees/Lessees of units and other saleable spaces, at the building complex.
- 1.19. "MUNICIPALITY" shall mean and include the Serampore Municipality.
- 1.20. "COMPETENT AUTHORITY" shall mean and include the Municipality as also any other authorities empowered to approve and/or sanction the building plan by or under any law for the time being in force.
- 1.21. "FORCE MAJEURE" shall mean and include acts of God, hurricane, tornado, natural disaster, terrorist act and war or flood as also inability to develop due to government action or order of any court or tribunal.

2. INTERPRETATIONS:

- 2.1. Any reference to statute shall include any statutory extension or modification and the re-enactment of such statute and the rules, regulations or orders made there under.
- 2.2. Any covenant by the Developer and/or the Owner not to do or commit any act deed or thing shall mean and include their respective obligations not to permit such act or thing to be done or committed.
- 2.3. Reference to recitals, articles, clauses and the schedules shall be deemed to be reference for those in this Agreement.
- 2.4. The paragraph headings used in this Agreement are for convenience only and shall not form part of this Agreement nor control the construction or interpretation of the clauses under the headings.
- 2.5. The recitals and the schedule and any other document referred to in this Agreement by reference shall form integral part of the Agreement.
- 2.6. In this Agreement, unless the context otherwise requires, any reference to words importing singular shall include the plural and vice versa and the

words importing a gender shall include every gender and the references to persons shall include bodies corporate and unincorporated.

3. DATE OF COMMENCEMENT:

- 3.1. This Agreement shall be deemed to have commenced on and with effect from the date of execution hereof and shall remain valid and binding till the completion of the said Development work and/or construction of the said building complex as also sale and disposal of the Units of the building complex as per provisions hereafter stated.

4. MUTUAL COVENANTS:

- 4.1. The Owner of the One Part and the Developer abovenamed of the other part jointly and severally represent and covenant with each other as follows:
- (a) They and each of them are competent as also authorised to enter into this Development agreement and to perform their respective obligations hereunder.
 - (b) This Agreement constitutes valid, legally binding and enforceable obligations;
 - (c) Both the Owner and the Developer shall take such further steps and do or commit such further acts, and also execute and deliver such further instruments and documents, and generally to do all such other things as may be reasonably necessary to accomplish the Development of the "said Premises" and/or construction of the proposed building complex by the Developer as contemplated in this Agreement; and
 - (d) The execution and/or performance of this Agreement will not conflict with or cause a breach of or constitute a default under any judgment, injunction, order, decree or any agreement or other instrument binding upon the Owner and/or the Developer.

5. OWNER'S REPRESENTATIONS: The Owner declare and confirm to have made the under-mentioned various representations and assurances to the Developer.

- 5.1. The Owner is the sole and absolute Owner in respect of the "said Premises", more fully described in the *First Schedule* hereunder written.
- 5.2. The "said Premises" are free from all encumbrances, mortgages, charges, liens, lispendens, claims, demands, liabilities, attachments, leases, tenancies, debutter and trusts whatsoever created made done or suffered by the Owner.

- 5.3. The Owner has full power and absolute authority to enter into the instant Development Agreement as also to entrust the Developer for the development of the "said Premises" and that there are no bar or restraint order of any Court of Law nor any other impediment of any nature for the Owner to entrust the development of the "said Premises" to the Developer as per the terms herein recorded.
- 5.4. The Owner has not entered into any other Agreement and/or Arrangement and/or Understanding with any other person or party for sale and/or development or otherwise disposal of the "said Premises" which is subsisting on the date of execution hereof.
- 5.5. The Land Revenue, municipal taxes and all other rates, taxes and outgoings whatsoever on account and in respect of the "said Premises" and the land comprised therein, have been paid up to date by the Owner and that in case of any amount being found to be lawfully due and payable on account of such rates and taxes for the period up to the date of this Agreement the owner herein shall pay the same and in this regard the Developer herein shall also be at liberty to pay the same in the name and on behalf of the Owner, subject to the term that the Owner shall pay and/or reimburse the same to the Developer for the period it is liable in terms of this Agreement.
- 5.6. The "said Premises" are not to the knowledge of the Owner affected by any acquisition or requisition proceeding nor is the same subject to any covenant, restriction, stipulation, easement or reservation or other such right, which may adversely affect the "said Premises" and/or the development thereof.
- 5.7. The "said Premises" are not adversely affected by any notice or proceeding under the provisions of the West Bengal Estates Acquisition Act 1953 and/or the West Bengal Land Reforms Act 1955 and/or the West Bengal Urban Land (Ceiling & Regulation) Act 1976.
- 5.8. There are no subsisting agreement or arrangement entered into by the Owner concerning sale, mortgage, lease, tenancy or otherwise transfer of the "said Premises" or any part thereof nor is there subsisting any dealing of the Owner with the same in any manner whatsoever;
- 5.9. The "said Premises" and/or the land comprised therein is not adversely affected by the provision of Section 6(3) of the West Bengal Estates Acquisition Act, 1943.
- 5.10. The classification of the Land measuring about 1.38 Acres comprised in the "said Premises" have duly been changed for use of the same for housing

complex purpose as per order dated May 26, 2016, passed by the Collector u/s 4C of W.B.L.R. Act and District Land & Land Reforms Officer, Hooghly.

- 5.11. The competent authority and Sub-Divisional Officer, Serampore have issued no objection for development and construction of building complex at or upon, amongst other properties, the land comprised in the "said Premises" under the provisions of the Urban Land (Ceiling & Regulations) Act, 1976.

6. DEVELOPER'S REPRESENTATIONS:

- 6.1. The Developer has sufficient knowledge and expertise in the matter of development of immovable properties and construction of new buildings.
- 6.2. The Developer has sufficient means of necessary finance for carrying out the development of the "said Premises" and/or construction of the said building complex thereat.
- 6.3. The Developer shall carry out and complete the development in respect of the "said Premises" and/or construction of the said building complex in phases and the same strictly in accordance with the plan to be obtained sanction from the Serampore Municipality and/or approved by the competent authority and the same as per the relevant Municipal laws and building Rules relating to the development of immovable properties and/or construction of new Building Complex and further strictly as per the provisions contained in these presents.

7. DEVELOPMENT WORK:

- 7.1. The Owner being desirous of development of the said Premises" has duly appointed and/or hereby appoints the Developer as the Developer and/or Builder and further entrusted to the Developer herein the exclusive right to undertake and carry out development of the "said Premises" and construction of the said building complex thereat as per the sanctioned plan and on the terms and conditions herein recorded.
- 7.2. The Developer hereby accepts its appointment as the Builder and/or Developer in respect of the "said Premises" and further agree to undertake and carryout the said project of development of the "said Premises" and construction of the proposed building complex as per the Sanctioned Plans thereat in the manner and within the time and on the terms and conditions herein recorded.
- 7.3. The Owner hereby agree to allow the Developer to undertake development of the "said Premises" in accordance with the 'Sanctioned Plan'.

- 7.4. The Development contemplated in this Agreement is not in the nature of a Partnership or an Association of Persons as contemplated either under the Indian Partnership Act, 1932 or under the Income Tax Act, 1961 or an agency or a joint ownership or any other legal relationship between the party hereto except as specifically provided herein
- 7.5. The Owner should be allowed uninterrupted and unhindered right to inspect the development without prior permission of the Developer during normal working hours.
- 7.6. It is hereby expressly agreed by and between the parties hereto that the possession of the "said Premises" for development is not being given nor intended to be given to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act, 1972.
- 7.7. The Parties hereby declare and confirm that by virtue of the Developer entering upon the "said Premises" for carrying out the works of development and construction, the same will not amount to taking over of possession of the "said Premises" for development. It is expressly agreed and declared that juridical possession of the "said Premises" for development shall vest in the Owner until such time the development is completed in all regards.
- 8. DEVELOPER'S OBLIGATIONS/COVENANTS:**
- 8.1. In consideration of the premises aforesaid and subject to the provisions contained in these presents, the Developer hereby agree and undertake to carry out the said work of Development of the "said Premises" and/or construction of the said building complex in one or more phases and the same in accordance with the sanctioned plans and as per the municipal laws and building rules and upon observing fulfilling and performing all the terms and conditions of this Agreement and on the part of the Developer to be observed, fulfilled or complied with.
- 8.2. The Developer shall duly apply for and obtain necessary plans duly sanctioned by the Serampore Municipality as also all necessary permissions, clearances, approvals and No objections from the competent authority and/or the concerned departments as may be required for carrying out and completing the development of the "said Premises" and/or construction of the said building complex in one or more phases as per provision of Municipal Laws. The Developer shall cause to be prepared the plans for construction of the Complex by causing and ensuring the consumption of maximum permissible FAR.

- 8.3. The Developer shall also be responsible for soil testing, ground leveling, construction of boundary walls and construction of approach road to the project at its own costs.
- 8.4. The Developer herein, shall be responsible to arrange all finances and/or funds and/or moneys as may from time to time be necessary or required for completing and/or carrying out development of the "said Premises" and/or construction of the said building complex and in this respect, the Owner shall not in any manner be liable or responsible.
- 8.5. The Developer shall not require the Owner to provide finance for the project and/or to pay the costs of carrying out and/or completing the development of the "said Premises" and/or construction of the proposed building complex.
- 8.6. The development of the "said Premises" and/or construction of the said Building Complex shall be made in one or more phases and the same complete in all respect including installation of lifts, electrical connection and fittings, water pumps, municipal water, sewerage and drainage connections, plumbing and sanitary fittings as also overhead and under-ground water reservoirs and all other common parts. All the Units in the said building complex shall be made habitable in accordance with the agreed Specifications mentioned in the *Second Schedule* hereunder written.
- 8.7. The development work and/or construction of the said building complex shall be carried out and/or completed by use of standard building materials, sanitary and electrical fittings and the same as per the specifications mentioned in the *Second Schedule* hereunder written and also as may be approved and recommended by the Architect. In carrying out the construction of the said building complex, the Developer shall use the steel and cement strictly as per the agreed Specifications and otherwise as per sizes and quality as may be recommended by the Architect. It is made clear that no sub-standard material shall be used for carrying out or completing the construction of the said building complex.
- 8.8. The Developer herein shall solely be responsible for the structural stability of the building and for the soundness of the construction and be liable for all claims and actions, which may arise due to deviation from the sanctioned plan and/or infringement or violation of the municipal laws or other state laws and/or in respect of workmanship or quality of materials used and/or for any delay or default in respect of the construction and completion of the Building Complex and/or for any delay or default pertaining to the

Occupation Certificate and other clearances and permissions in respect of the Project.

- 8.9. The Developer shall keep the Owner indemnified and harmless against all third-party claims and actions arising out of any act of commission or omission on the part of the Developer in relation to its obligations towards the development of the said Premises and/or construction of the said building complex.
- 8.10. The Developer shall duly apply for and obtain electricity, water, sewerage, drainage and other connections at the building complex and shall also obtain necessary occupation certificate from the Municipality as be required under the Municipal laws.
- 8.11. The Developer herein shall, unless prevented by Force Majeure reasons, (a) carry out and complete the development of the "said Premises" and construction of the building complex and (b) obtain completion certificate from the Architect of the Project and also (c) apply for occupation certificate in respect of the project from the Municipality and/or the competent authority, all positively within 4 (four) years from the date of approval and/or sanction of the Plans in respect of the proposed building from the Serampore Municipality with a grace period of 6 (six) months (hereinafter referred to as the "Project Completion Date") Provided however that in case of such approval or sanction of the Plan being obtained more than once, then in such event the Project and/or the Plan shall be deemed to have been approved and/or sanctioned on the date on which such Plan and/or project was first approved and/or sanctioned by the competent authority and/or Municipality.
- 8.12. The Developer shall complete the construction work of the said building complex within the period as contemplated in *Clause 8.11* hereinabove. In case the construction work is stopped owing to Force Majeure, the time so wasted will be excluded from the time limit of construction period.
- 8.13. The Developer herein shall not be considered to be liable for any default or breach of its obligations hereunder to the extent that the performance of such obligations are prevented by the existence of the Force Majeure causes. The obligations of the Developer shall remain suspended during the duration of the Force Majeure.
- 8.14. The Developer herein shall, notwithstanding anything to the contrary contained in this Agreement, solely be responsible for planning the project, development of the "said Premises" and construction of the proposed building complex, making publicity and marketing the project and also

selling or otherwise disposing of the "Units" and also "other saleable spaces" of the building complex and for management, maintenance and administration of the building complex and its Common Parts until handing over to the Association and to observe, fulfill and perform all the terms and conditions hereof in connection therewith.

9. OWNER'S OBLIGATIONS/COVENANTS:

- 9.1. The Owner herein shall bear and pay the land revenue, municipal taxes and all other rates, taxes and outgoings on account and in respect of the "said Premises" during the period till the date of execution of this Agreement.
- 9.2. The Owner shall maintain good and marketable title in respect of the "Said Premises" till the sale of the proportionate share in the "Said Premises" in favour of the intending buyers and further duly reply and comply with the requisitions as may from time to time be made by or on behalf of the buyers and/or bankers but shall not be responsible for any encumbrances created by the Developer or intending buyers or third parties.
- 9.3. The Owner shall as per its obligation, at the costs and expenses of the Developer render its best co-operation and assistance to the Developer in the matter of the Developer commencing, carrying out and completing the development of the "said Premises" and/or construction of the said building complex, as may from time to time be necessary or required.
- 9.4. The Owner shall not do nor permit anyone to do or commit any act deed matter or thing, which may in any manner cause obstruction and/or interference in the Developer carrying out and completing the development of the "said Premises" and/or construction of the said building complex by the Developer as per the terms hereof.
- 9.5. It is recorded that on or before the execution of this Agreement, the Owner has duly deposited the original title deeds and documents in respect of the "said Premises" with its Advocate Sri Deepak Choudhury of DSP Law Associates, 2 Hare Street, Kolkata-700001 and that Sri Deepak Choudhury shall on behalf and in the name of the Owner deposit the said original Deeds and documents with Shri B. K. Jain, (Solicitor & Advocate) of 6A Kiran Sankar Roy Road, Kolkata-700001 ("Escrow Holder") within 7 days of (a) the sanction of Building Plans and the Developer receiving the original thereof and the Owner being made over a self-attested copy thereof and (b) opening the Escrow Bank Account as per *Clause 15* hereunder. The Escrow Holder shall hold and keep the said original title deeds and documents in his custody as Escrow Holder and on completion of development of the said

building complex as also sale or otherwise disposal of the Flats, Commercial units and other saleable spaces of the building complex as per this Agreement, the said Escrow Holder would make available to the Developer the original title Deeds and documents in respect of the "said Premises" as per *Clause 17.1* hereunder and would ultimately on completion of the project make over the original title Deeds and documents of the said premises to the Association of the owners/buyers of the Units and other saleable spaces of the building complex. Neither of the Advocates above named shall part with the documents so held, contrary to the terms agreed between the parties under this Agreement.

- 9.6. The Owner shall sign execute and deliver all necessary papers, applications, plans, sketches, maps, designs and other documents as may from time to time be prepared by the Developer in conformity of the terms and conditions hereof and required by the Developer as also duly make available to the Developer the original Sanctioned Plan obtained from the Serampore Municipality in the name of the Owner and co-operate with the Developer in respect of necessary permissions, approvals and/or No Objection Certificates from the competent authority and/or the appropriate government authorities and/or departments as may be required for carrying out the construction of the building complex and/or development of the "said Premises".
- 9.7. The Owner shall from time to time sign execute and deliver all applications, papers, documents and declarations as may be required to enable the Developer to apply for and obtain telephone, gas, electricity, internet, telex, sewerage, water, drainage connections and other public utility and essential services in or upon the said building complex and/or as may be required for carrying out and/or completing the said development work and/or construction of the building complex.
- 9.8. The Owner shall from time to time grant Power of Attorney in favour of the Developer and/or its nominee/s authorizing and/or empowering *it/him/them* to do all acts deeds matters and things, to carry out Development of the "said Premises" and Construction of the building complex in conformity with the terms and conditions of this Agreement and to appear and represent the Owner before all the Government authorities and/or departments as also for obtaining the telephone, electricity, gas and other connections at the Land and/or Building(s) and/or Units and to do all acts deeds matter and things for carrying out and completing the Project and further to sign execute and register gift in respect of a strip of land and/or corner splay to Serampore Municipality (the Sanctioning Authority) for

enhancement of the Floor Area Ratio (FAR) in the building plan to be sanctioned and further more to sign execute and register all agreements, contracts, deeds and documents for sale or otherwise disposal of the "Units" and "other saleable spaces" of the proposed building complex and such other deeds matters and things.

- 9.9. The Developer shall be liable to pursue and obtain the Sanction Plan within 31st January 2019 with grace period of 2 (two) months. In the event the Sanction Plan is not obtained within the said stipulated time, the Owner shall be at liberty to terminate this Agreement, subject to the Owner refunding to the Developer the entirety of the security deposit amount as may be paid to the Owner by the Developer as per *Clause 16* hereunder and the same within 1 (one) month from the date of expiry of the said stipulated period mentioned above. In case of termination of this Agreement from the manner aforesaid, the Developer shall withdraw itself from the "said Premises". In case of non-refund of the said security deposit amount as provided hereinabove, the time to refund the security deposit amount as also the time to obtained the Sanction Plan would stand extended for a further term of 6 (six) months.
- 9.10. The Owner shall not be considered to be liable for any default or breach of its obligations hereunder to the extent that the performance of such obligations are prevented by the existence of the Force Majeure causes. The obligations of the Owner shall remain suspended during the duration of such Force Majeure.
- 9.11. It is further clarified that if any new clearances, certificates, no objection certificates, conversions, mutations etc., in respect of the said premises are required whether for the purpose of sanction or construction or anything relating thereto, the Developer shall obtain the same in the name of the Owner at the costs and expenses of the Developer.
- 9.12. However, if any existing clearances, certificates, no objection certificates, conversions, mutations already obtained by the Owner and provided to the Developer are found to be defective or unlawfully obtained, the Developer would apply for and obtain the same in the name and at the risk and cost of the Owner. Provided also that in the event of the existing Clearance Certificates, No-objection Certificates, Conversions and Mutations already obtained by the Owner are found to be defective or unlawful, should the Developer despite its efforts is not able to obtain such Clearance Certificates, No-objection Certificates, Conversions and Mutations, the Developer shall not in any manner be liable for the same.

9.13. The Owner herein shall not in any manner encumber, sell or otherwise deal with the "said Premises" and/or the "said Plots of Land" nor part with possession of the "said Plots of Land", in any manner whatsoever. This will not however prevent the Owner to deal with the "Owner's Allocation" in terms hereof.

10. **CONSTRUCTION WORK:**

10.1. The construction of the said building complex shall be strictly as per the Municipal Laws and/or the Building rules, regulations and byelaws framed there under and the same strictly in accordance with the sanctioned plan. In this respect, the Developer shall keep the Owner absolutely indemnified and harmless against all actions claims and demands whatsoever as may be made due to construction of the said building complex and/or the said development work being in deviation from the sanctioned plans and/or in violation of the Municipal Laws and/or the Rules, regulations and bye-laws there under.

10.2. The Developer herein shall appoint and employ such masons, mistries, managers, supervisors and other employees for carrying out the said development work and/or construction of the said building complex as the Developer shall think proper. In this respect, it is made clear that the Developer herein shall solely be responsible and/or liable for payment of salaries, wages, and/or remuneration of the masons, mistries, supervisors, chowkidars and durwans as also other staff and employees, who may be appointed and/or employed by the Developer for carrying out the said development work and/or construction of the building complex and to comply with all applicable laws connected therewith and in this respect, the Owner shall not in any manner be responsible.

10.3. The Developer herein at its discretion retain and appoint the Architect, Engineer and Contractor for carrying out of the said development work and/or construction of the building complex, as the Developer shall think proper. The payment of all remunerations and/or fees of the Architects, Engineers and Contractors as may be so appointed shall be incurred and paid by the Developer and in this respect the owner shall not in any manner be liable.

10.5. The works of development of the "said Premises" and/or construction of the proposed building complex by the Developer shall be by use of best quality building materials and the same as per the recommendations of the Architects and also as per the specifications mentioned in the *Second Schedule* hereunder written.

- 10.6. The Developer shall solely and exclusively be liable for registering itself and complying with all provisions of Real Estates Regulation Act or West Bengal Housing Industry Regulation Act without any obligation or liability of the Owner in any manner.
 - 10.7. The Developer hereby assures that the Owner would not suffer due to any lapses and/or negligence on the part of the Developer in carrying out the development or construction and the Developer shall be solely responsible for any damage or loss that may be caused by the development and/or construction work to the neighbouring structures/buildings, adjacent property etc., and shall, at its own cost and expense, repair such damage and/or compensate any loss. The Developer shall obtain all necessary insurances in respect of the Building Complex.
- 11. COSTS OF CONSTRUCTION:**
- 11.1. The Developer herein shall solely be responsible for carrying out the development of the "said Premises" and construction of the proposed Building Complex.
 - 11.2. The Developer herein shall solely and exclusively bear and pay all costs, charges and expenses as may be required to be incurred or paid for and on account of carrying out and completing development of the "said Premises" and the construction of the proposed building complex in one or more phases and the same as per the plan to be sanctioned by the Municipality and/or approved by the competent authority.
 - 11.3. The parties have agreed that the Developer herein shall bear and pay the costs and fees as are required to be incurred and paid for and on account of obtaining the required approvals, permissions, clearances, no-objections and sanction of plan from the Municipality and/or the competent authority and other concerned Government authorities and/or departments and the Developer herein shall bear the fees, remuneration and costs required to be paid to the Architects and Engineers.
 - 11.4. It is agreed and made clear that the Owner herein shall not be responsible to bear and pay towards the costs of construction in respect of the planning or development of the "said Premises" and/or construction of the proposed building complex.
 - 11.5. The parties have further agreed that so far as the costs of construction to be incurred and paid by the Developer as mentioned hereinabove the Developer hereto shall keep and maintain separate books of accounts in

respect of the amounts respectively incurred or paid for development and construction of the said building complex and/or the project.

12. PUBLICITY & MARKETING:

- 12.1. The Developer shall be entitled to and also responsible to cause the required publicity for marketing and sales of the project of the said building complex including the several units and other saleable spaces thereof and the same in consultation with the Owner.
- 12.2. The Developer may retain and appoint qualified agents for marketing and sales of "Units" and "Other Saleable Spaces" of the said building complex on such terms and conditions as the Developer would think proper. The terms of appointment shall be such that no preference on any account shall be given to any of the parties hereto and the marketing agent will be required to treat the parties hereto at par in all matters.
- 12.3. The Developer herein shall be entitled to cause the publicity and marketing for sale of the project including Units and Other Saleable Spaces of the building complex under the brand name "EDEN"/"EDENREALTY", owned by the Developer, to avail benefits arising out of such brand.
- 12.4. The publicity and marketing of the project of development of the building complex would be made and the costs on account thereof would be incurred in the manner and to the extent as the Developer would from time to time decide.
- 12.5. The costs as may be incurred on account of publicity and marketing of the project of development of the building complex would solely be paid by the Developer and in this regard the Owner shall not in any manner be liable.

13. SALE OF UNITS/PROJECT:

- 13.1. The Developer would sell, transfer or otherwise dispose of the Units and Other Saleable Spaces of the building complex in favour of the intending buyers, either on ownership basis or otherwise and the same on such terms and conditions as the Developer may decide subject to the following terms and conditions:
- 13.2. Photo Copies of each allotment and/or agreement entered with any buyer/transferee shall be handed over on a monthly basis by the Developer to the Owner.
- 13.3. All sale deeds shall mandatorily be required to be signed by the Owner personally. If the representative of the Owner fails to make himself available for execution of such sale deed/final transfer document on the date fixed by

the Developer and communicated by E.mail (E.mail address: pyramid.solaris3@gmail.com or as may be changed as per letter in writing to be given by the Owner to the Developer) to the Owner by the Developer at least 1(one) day in advance, then the Developer may get such Deed registered by and through the constituted attorney appointed by the Owner on the term that the immediate full consideration receivable are deposited in Escrow Bank Account of the Parties as per this Agreement.

- 13.4. It has been agreed that the entirety of the Net Sale Proceeds including the earnest monies, part payments and consideration amounts, which the Developer would from time to time receive and/or realize on account and in respect of sale or otherwise disposal of the several units of the building complex would be taken in the name of the Joint Escrow Account and all buyers/transferees shall be notified in respect thereof and deposited in the Escrow Bank Account of the parties as provided hereunder.
- 13.5. For the sale or otherwise disposal of the Units and Other Saleable Spaces of the building complex as per *Clause 13.1* above, the Developer shall be entitled to enter into Agreements and/or contracts with the intending buyers/transferees and also to receive earnest moneys, part payments and consideration amounts, which the owner hereby agree and confirm.
- 13.6. The Parties hereto hereby agree that all agreements, contracts, deeds and documents for sale or otherwise disposal of the Units and Other Saleable Spaces of the building complex shall be drawn up on terms, conditions and covenants as the Developer may decide with knowledge to the Owner and which the Project Advocate may approve.
- 13.7. The parties hereto hereby further agree that the Developer herein shall at all times be entitled to install and/or affix hoardings, signage, bill-boards etc. at the "said Premises" of its said brand "EDEN"/"EDENREALTY".

14. ALLOCATION OF SALE PROCEEDS:

- 14.1. The parties have agreed that in consideration of the Owner entrusting the development of the "said Premises" and construction of the proposed building complex to the Developer as per the terms herein recorded and the Owner agreeing to sell/lease proportionate share in the land, the Owner herein shall be entitled to (a) 22% (twenty-two percent) of the Net sale proceeds for and on account of sale or otherwise disposal of the several "Units" at the proposed building complex and (b) 22% (twenty-two percent) of all unsold "Units" at the proposed building complex which are allocated to the Owner in terms of *Clause 14.8* hereto (all comprised in the "Owner's Allocation").

- 14.2. The parties have also agreed that in consideration of the Developer herein at its own costs undertaking and carrying out development of the "said Premises" as also construction of the proposed building complex as also carrying out its other obligations herein recorded or arising herefrom, the Developer shall be entitled to (a) 78% (seventy-eight percent) of the Net sale proceeds in respect of the several "Units" at the proposed building complex; (b) as also be entitled to the entirety of the sale proceeds on account and in respect of the "Other Saleable Spaces" of the proposed building complex; (c) 78% of all unsold "Units" and the entirety of the unsold "Other Saleable Spaces" at the proposed building complex which are allocated to the Developer in terms of *Clause 14.8* hereto (all comprised in the "Developer's Allocation").
- 14.3. For the purpose of this Agreement the expression "Total Sale Proceeds" and "Net Sale Proceeds" shall be as defined.
- 14.4. The Parties hereto hereby agree, declare and confirm that the term or expression "Total Sale Proceeds" shall not include the following amounts to be received, realised and recovered by the Developer from the buyers of "Units" and "Other Saleable Spaces" towards deposits and other costs, charges and expenses:-
- (a) Stamp duty and registration fee as may be collected from the intending Buyers/Transferees respectively of the "Units" and "Other Saleable Spaces" at the building complex;
 - (b) Cost of extra works to be carried out exclusively at the instance of the intending Buyers/Transferees of "Units" and "Other Saleable Spaces" at the building complex;
 - (c) The amounts of Municipal Taxes, Works Contract, Service Tax, G.S.T. and other rates, taxes and outgoings which are received and/or realized from the intending Buyers/Transferees of "Units" and "Other Saleable Spaces" of the building complex;
 - (d) Amounts of deposit for Electricity Board, Society Formation Charges, Deposits/Security as may be collected from the intending Buyers/Transferees of "Units" and "Other Saleable Spaces" of the building complex;
 - (e) Amounts which are received from the intending Buyers/Transferees of "Units" and "Other Saleable Spaces" on account of or as extras towards generator, transformer and other installations and facilities, legal fees, club membership, maintenance charges etc. and also those

received as deposits/advances against rates, taxes and maintenance charges etc.

- 14.5. The parties hereto have agreed that the Developer herein shall solely and exclusively be entitled to receive, realize and recover separately from the Buyers of "Units" and "Other Saleable Spaces" the amounts towards deposits to be transferred to Association as hereafter provided and also the amounts of extras and other costs, charges and expenses as per the details mentioned in *Clause 14.4* hereinabove and further to encash the same in its own Bank Account and further to deal with the same in the manner as the Developer shall at its discretion think proper and in this regard, the Owner herein shall not in any manner be accountable or responsible.
- 14.6. The parties have also agreed that the Developer herein shall solely and exclusively be entitled to receive, realize and recover from the Buyers the amounts of sale proceeds on account of sale/lease of the "Other Saleable Spaces", which forms part of the Developer's Allocation as aforesaid, and also to encash the same in its own Bank Account and further be entitled to appropriate the same.
- 14.7. The parties have also agreed that Net Sale Proceeds shall be distributed according to the respective shares of the parties therein mentioned in *Clauses 14.1 and 14.2* hereinabove.
- 14.8. The Units (except the "Other Saleable Spaces"), which would remain unsold as on the "Project Completion Date" mentioned in *Clause 8.11* above, would be allocated to the Owner and the Developer in the ratio of their respective allocation mentioned in *Clauses 14.1 and 14.2* above. Accordingly, the Owner shall be entitled to be allocated 22% and the Developer shall be entitled to be allocated 78% of such unsold Units (except the "Other Saleable Spaces"). So far as the "Other Saleable Spaces" which would remain unsold as on the "Project Completion Date", shall solely and exclusively belong to the Developer. The Car Parking which would remain unsold as on the "Project Completion Date", would be sold by the Developer to the Buyers of the unsold units belonging to the Owner and the Developer and in this regard, the Developer herein shall solely and exclusively be entitled to the Sale Proceeds of the same. Subject to availability, the Developer shall always comply with the Owner's request for sale of Parking Space as aforesaid. The areas and spaces so separately allotted shall be exclusively held by the respective allottees as the absolute Owner with right to sell and appropriate the sale proceeds of the same. The allocation of such unsold units (except the "Other Saleable Spaces"), shall be made in a fair and equitable manner and the same as may be mutually agreed and decided by the parties.

- 14.9. The Developer shall immediately on allocation of the unsold Units (except the "Other Saleable Spaces") as mentioned in *Clause 14.8* above, make over possession of the subject spaces and areas to the Owner. The Owner being so offered, the possession of areas and spaces of the unsold Units (except the "Other Saleable Spaces"), would duly takeover possession as per the letter of possession to be issued by the Developer. Provided however that despite the issuance of possession letter by the Developer, should the Owner fails or neglects to take possession of the areas and spaces of the unsold Units allotted to the Owner, it will be deemed that the Developer has duly made over possession of such areas and spaces of the unsold Units to the Owner.
- 14.10. In the event of cancellation of booking of Units by the intending buyers, the parties hereto would be liable to return the amounts received on account of such bookings in their respective proportion mentioned in *Clauses 14.1 and 14.2* above and the same at the first instance out of the Contingency Fund to be created as per *Clause 15.2(a)* hereunder. Provided however that, in case of cancellation of such bookings being on the grounds of delay or default on the part of the Developer and the intending buyers claiming interest, damages or compensation on account of such delay or default, the Developer herein shall solely be responsible for payment of such interest, damages or compensation, if any.
15. **ESCROW BANK ACCOUNT:**
- 15.1. A Joint Escrow Bank Account shall be opened by the Developer and the Owner for and on account of the said project and the same with such bank ('ESCROW BANKER') as the Developer and the Owner shall jointly think proper. The Developer and the Owner herein shall jointly operate such Bank Account and all the amounts as may from time to time be received and/or realized towards Net Sale Proceeds including earnest monies, part payments and consideration amounts for and on account of sale or otherwise Transfer/disposal of the Units of the Building Complex, subject to the provision in *Clause 14.10* above, shall be deposited in such Joint Escrow Bank Account.
- 15.2. The Escrow Banker would be irrevocably authorised and instructed to disburse and distribute (at the first opportunity) the amounts, which would from time to time be deposited in the Escrow Bank Account in the manner following:-
- (a) Firstly, the Escrow Banker would transfer 2% of the amounts, which may from time to time be deposited in the Escrow Bank Account to a separate specified Bank Account to be jointly operated by the

Developer and Owner to provide for refund of the amounts on account of cancellation of bookings/allotments/agreements by the intending Buyers. The amounts so deposited and kept in a separate Bank Account shall be known as "Contingency Fund".

- (b) Subsequently, the amount which would remain balance in the said Escrow Bank Account after transfer of the amount in separate Joint Bank Account of the parties towards "Contingency Fund" as provided in Clause (a) above, would be transferred in the separate Bank Accounts respectively of the Owner and the Developer in the ratio of 22:78. It is made clear that the Owner's Bank Account shall be entitled to be transferred 22% of such amount and that the Developer's Bank Account shall be entitled to be transferred 78% of such amount;
- 15.3. It is agreed and made clear that the amounts which would be received, realized and recovered by the Developer from the Buyers of the "Units" and "Other Saleable Spaces" towards deposits, extras and other costs, charges and expenses as per *Clause 14.4* above, shall not be deposited in the above Joint Escrow Bank Account but the same shall be encashed by the Developer in its own Bank Account and further be dealt by the Developer in the manner as it would think proper as provided in *Clause 14.5* hereinabove.
- 15.4. The amounts so deposited and kept in a separate Bank Account shall be known as 'Contingency Fund'. The amount, which would ultimately remain balance in the Contingency Fund shall be distributed between the Owner and the Developer in their agreed ratio of 22:78 mentioned in *Clauses 14.1 and 14.2* above and the same within three months of issuance of Completion Certificate in respect of the Building Complex by the Architect or such other earlier time as may be mutually agreed between the parties. Notwithstanding the creation of the said Contingency Fund as provided in *Clause 15.2(a)* above to ensure refund of the amounts to the intending buyers in case of cancellation of the booking/allotments/agreements by the intending buyers, it shall be the obligation of both the Developer and Owner to ensure timely refund of such amounts from their own sources of fund if required and the same in their respective ratio mentioned in *Clauses 14.1 and 14.2* above.
- 15.5. The parties shall on a quarterly basis (unless any other period is otherwise mutually agreed in writing), reconcile the accounts as regards the Net Sale Proceeds and their respective entitlements in terms thereof and if any party is found to have received more than its entitlement, such party shall pay to the other party the amount in excess so received.

15.6. It is also agreed and made clear that the amounts of sale proceeds on account of sale or otherwise disposal of the said "Other Saleable Spaces" shall be obtained separately and the same shall not be deposited in the above Escrow Bank Account but the same shall be encashed by the Developer in its own Bank Account and shall solely be appropriated by the Developer towards Developer's Allocation as provided in *Clause 14.6* above.

16. **SECURITY DEPOSIT:**

16.1. The Developer herein shall deposit with the Owner a sum of Rs.5,00,000/- (Rupees Five Lac only) as and by way of interest free security deposit.

16.2. The Owner shall refund the sum of Rs. 5,00,000/- (Rupees Five Lac only) within 30 (thirty) days from the date of launch of sale/transfer of Units of the first phase.

17. **MORTGAGE:**

17.1. The Owner hereby agree, undertake and acknowledge that after the issuance of the Sanctioned Plan, the Developer shall be entitled, to obtain loans and/or advances from the Banks and/or Financial Institutions and/or Housing Finance Companies and/or Non-Banking Financial Companies (NBFCs) as may from time to time be required specifically and only for carrying out and completing the Project and not for any other purpose and the same by creating charge over the Developer's Allocation by deposit of original title deeds of and in respect of the said Premises and the same on such terms and conditions as the Developer shall think proper and in this regard, if so required, the "Escrow Holder" shall make available to the Developer the original Title Deeds and documents kept deposited with him as recorded in *Clause 9.5* above, and that on re-payment of the dues of the Bank or Financial Institution, the original title deeds in respect of the said Premises, which shall be returned by such Bank or Financial Institution would be again deposited with the Escrow Holder.

17.2. To enable the Developer to raise finance exclusively for development of the "said Premises" and/or the said plots of land and/or for construction of the proposed building/s, complex, the Owner shall extend its co-operation and assistance as may be required for obtaining such loans and advances from the Banks and/or Financial Institutions and/or Housing Finance Companies and/or Non-Banking Financial Companies (NBFCs) and/or any other financial entity as also for creating charge over the "said Premises" and/or the project. The Owner for such purpose shall grant Power of Attorney, wherein, the Developer and or its nominee or nominees would be empowered to represent the Owner to create charge in favour of the Banks and/or Financial Institutions and/or Housing Finance Companies and/or Non-Banking Financial Companies (NBFCs) and/or any other financial entity. Such Power shall be used by the

Developer only when the Owner has failed to execute the finance related documents within 7(Seven) days from such request by the Developer.

- 17.3. The Developer shall solely and exclusively be responsible to repay the loans and advances, which the Developer may obtain as aforesaid as also to pay all interest thereon and charges related thereto and in this regard the Owners shall not be liable or responsible in any manner what so ever.
- 17.4. The Developer shall keep the Owner as also the "said Premises" and/or the said Project absolutely indemnified and harmless against repayment of such loans and advances including interest and all other connected obligations and liabilities and against any loss, damage, cost, claim, demand, action, prosecution or proceeding as may be suffered or incurred by the Owner or any buyer/transferee in the building Complex in this regard.

18. RATES, TAXES AND MAINTENANCE:

- 18.1. The Owner herein shall bear and pay the land revenue, Municipal taxes and other rates taxes and outgoings whatsoever concerning or relating to the "said Premises" for the period till the date of execution hereof.
- 18.2. On and from the date of issuance of the sanctioned plan, the Developer herein shall bear and pay the land revenue as also the Municipal taxes and other rates taxes and outgoings whatsoever concerning or relating to the "said Premises" till the Developer complete construction of the said proposed building complex and makes over the Units and Other Saleable Spaces of the building complex to the buyers and the buyers start paying the same.
- 18.3. On and from the date of completion of the proposed building complex as also making over of possession of the several Units and Other Saleable Spaces of the building complex to the buyers and/or transferees/, the Buyers/Transferees shall be responsible to bear and pay the land revenue, Municipal taxes and all other rates, taxes and outgoings as also to pay the monthly maintenance and service charges on account of their respective Units and Other Saleable Spaces.
- 18.4. On and from the date of completion of construction of the said building complex, the Developer shall be responsible to look after, manage and administer the day to day maintenance of the building complex as also maintenance of the common parts, areas, amenities and facilities at the building complex, on the terms and conditions the Developer deems fit and proper, and till the formation of an Association/Syndicate or incorporation of a Company for the purpose.
- 18.5. The Developer shall cause an Association or Syndicate or Limited company to be floated and/or incorporated for the purpose of managing and maintaining of the common facilities, common areas and amenities at the said building

complex. The Developer shall also be responsible to frame the rules, regulations and byelaws of such Management Association/ Syndicate / Company.

19. CERTAIN DEFAULTS AND CONSEQUENCES:

- 19.1. In case the Developer fails to construct and complete the Building Complex within completion time as contemplated in *Clause 8.11* above then and in such event, the Developer shall be entitled to a further grace period of 18 (eighteen) months subject to the Developer paying the "delay penalty/amount" and any other liabilities and consequences arising thereof to the Buyers/Transferees of both the Owner and the Developer as may be agreed in the Unit Transfer Agreement during such extended grace period of 18 (eighteen) months. Provided also that if the Developer still fails to comply with its obligations within such extended grace period of 18 (eighteen) months, then and in such event, the Developer, in addition to the said delay penalty/amount and other liabilities and consequences to be paid by the Developer as aforesaid, shall also pay to the Owner an amount equivalent to the interest on the cost of the pending Construction work to the extent of 22% (percent) of the pending cost of the Construction work in the pending Project as per the prevailing lending rate of State Bank of India and the same till the completion of the project.
- 19.2. None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to conciliation and arbitration as provided in *Clause 25* hereunder. In the event of any default on the part of either Party, the other Party shall be entitled to claim specific performance of this Agreement and also for damages and the Parties agree that the Arbitration Tribunal shall be empowered to award specific performance and additionally also to award damages and other such reliefs.

20. MISCELLANEOUS:

- 20.1. The Owner and the Developer have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed or construed to be a partnership and/or joint venture between the Developer and the Owner nor shall the parties hereto constitute an Association of persons.
- 20.2. Nothing in these presents shall be construed as a sale, transfer or assignment or conveyance in law by the Owner of the "said Premises" or any part thereof to the Developer, or as creating any right title or interest in respect thereof in favour of the Developer, save the right to undertake development as per this Agreement.
- 20.3. The proposed building complex to be erected by the Developer in or upon the land comprised in the "said Premises" shall be named with such name as may be mutually agreed and decided. Provided however that the name of the

building shall bear the word "EDEN" / "EDENREALTY", which is the brand logo of the Developer.

- 20.4. On completion of the development of the "said Premises" and construction of the said building complex as also distribution and payment of the Net Sale Proceeds between the Owner and the Developer of the owner's allocation and the Developer's allocation respectively mentioned in *Clauses 14.1 and 14.2* above and allocation and delivery of unsold areas as mentioned in *Clauses 14.8 and 14.9* above, this Agreement shall stand fulfilled.
- 20.1. The Owner and the Developer hereby agree and undertake to sign and execute all other deeds and documents for smooth implementation of this Agreement, as and when so required.
- 20.2. The Owner and/or their respective directors and authorized representatives shall at all times be entitled to view, inspect the development work and/or construction of the building complex at the "said Premises".
- 20.3. Neither of the parties hereto shall be entitled to dispute the legality and/or enforceability and/or validity of this Agreement and/or any of the terms herein recorded.
- 20.4. At all times hereafter the Developer hereto shall indemnify and agree to keep the Owner, saved, harmless and indemnified in respect of all losses, damages, costs, claims, demands, actions, proceedings, liabilities, fines, penalties or other consequences (whether criminal civil or revenue) suffered or incurred by the Owner and arising due to any delay or default of the Developer in complying with the terms and conditions hereof.
- 20.5. Any Goods and Service Tax or other impositions and taxes relating to development and construction of the Building Complex and in respect of implementation of this transaction shall be borne and paid by the Developer.

21. **NOTICES:**

- 21.1. **Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally or sent by registered post with acknowledgement due to the proper address and for the attention of the relevant Party (or such other address as is notified in the manner mentioned in this Clause by each Party from time to time). The Owner shall address all such notices and other written communications to **Sri. Binay Kumar Singh**, the Managing Director of the Developer and the Developer shall address all such notices and other written communications to **Sri. Sushil Kumar Gupta**, the authorized representative of the Owner.
- 21.2. **Time of Service:** Any such notice or other written communication shall be deemed to have been served (1) if delivered personally, at the time of delivery

(2) if sent by registered post, on the 4th day of handing over the same to the postal authorities.

21.3. **Proof of Service:** In proving such service it shall be sufficient to prove that personal delivery was made or in the case of registered post, that such notice or other written communication was properly addressed and delivered to the postal authorities.

21.4. **Electronic Mail:** Save and except as provided in *Clause 13.3* above, any notice sent by way of electronic mail (e-mail) shall be considered not to have been served.

22. **DOCUMENTATION:**

22.1. All agreements, contracts, deeds, documents for the sale or otherwise disposal of the units at the building complex shall be identical containing the similar terms and conditions as may be decided by the Developer in consultation with the Owner.

22.2. All deeds, documents, Agreements and papers as may from time to time be required to be prepared in pursuance of this Agreement including those for sale and/or otherwise disposal of the "Units" and "Other Saleable Spaces" of the building complex shall be prepared by Messrs B.K. Jain & Co., Solicitors & Advocates (Project Advocate) and the same shall be strictly in accordance with the agreed terms under this agreement.

23. **ENTIRE AGREEMENT:**

23.1. This Agreement records all the terms, conditions, understandings, representations, and declarations by and between the parties, oral or in writing with regard to the subject matter hereof.

23.2. This Agreement is a culmination of the discussions and negotiations between the parties and constitutes the final bargain between them and all rights and obligations with respect to the "said Premises" and/or development thereof as also construction of the proposed building complex thereat shall be governed only by this Agreement. No offer, counter offer or communication made or exchanged between the parties, contrary to or inconsistent herewith, prior to this Agreement shall bind the parties.

24. **AMENDMENTS:**

24.1. No modification or amendment of this Agreement nor waiver of the terms or conditions herein recorded shall be binding, unless made specifically in writing by the parties.

25. **SEVERABILITY:**

25.1. If any of the provisions of this Agreement is or become invalid, unlawful or unenforceable, the parties agree that the validity, legality and/or enforceability of the remaining provisions shall not in any way be affected or impaired.

26. **ARBITRATION AND CONCILIATION:**

26.1. In case of there being any dispute or difference or misunderstanding by and between the parties hereto concerning or relating to or arising out of this agreement and/or interpretation of this agreement or any of the clauses herein recorded and/or the completion of the transaction as per this agreement, the parties would hold joint meetings and make all possible efforts to conciliate and/or settle such disputes and/or differences and/or misunderstandings mutually.

26.2. In the event the parties hereto being not able to amicably clarify the confusions and/or misunderstandings and/or to mutually resolve the disputes and/or differences as provided hereinabove, all disputes and differences by and between the parties hereto concerning or relating to or arising out of this Agreement or with regard to interpretation of this Agreement or any of the clauses herein recorded and/or the respective claims of the parties, the same shall be referred to the sole Arbitrator to be nominated by the parties for final adjudication as per the provisions of the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall have summary power but shall be required to record the reasons awards.

27. **JURISDICTION:**

27.1. The Court at Calcutta shall exclusively have the Jurisdiction to entertain, try and determine all matters concerning or relating to or arising out of this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

"Said Premises"

All That the pieces or parcels of **Plots of Land** containing by measurement an area of **1.82 Acres** be the same a little more or less **Together With Tile Shed** structure measuring about **1070 Square Feet** lying and situated lying at and comprised in several L.R. Dag Nos. **2598(P), 2585(P), 2599, 2600, 2601, 2602, 2592, 2595, 2596(P), 2597(P), 2586(P), 2590(P), 2593(P), 2594(P)** under **Khatian No.11337** (formerly Old Khatian No.6559) within **Mouza - Mahesh, J.L. No.15** being divided and demarcated portion of **Municipal Premises No. 29, Kanailal Goswami Sarani, under Ward No.17 of the Serampore**

Municipality, P.O. & P.S. Serampore, PIN - 712201, District - Hooghly, West Bengal and the same shown and delineated in RED borders in the map or plan marked "X" annexed hereto. The "said Premises" is butted and bounded in the manner as follows:-

- On the North : By R.S. Dag Nos. 2477 and 2476;
 On the East : By R.S. Dag Nos. 2474 and 2504;
 On the South : By R.S. Dag Nos. 2611, 2493 and 2498;
 On the West : By Kanailal Goswami Sarani;

THE SECOND SCHEDULE ABOVE REFERRED TO

Specifications

| | |
|----------------------|---|
| Structure | Earthquake Resistant RCC structure on Pile Foundation/Raft Foundation as per relevant IS Code Aerated Concrete Block for both external and internal walls. |
| Exteriors | Combination of Exterior paint over cement plaster, ACP/Structural Glazing. |
| Flooring | Entrance Lobby: Marble/Granite or heavy duty Vitrified Tiles Corridor Lobby & Food Court: Heavy duty Vitrified Tiles Toilets: Non Skid ceramic Tiles. Multiplex Area : As per specification of the specified operator Stair Case: Kota/Kudappa. |
| Wall Cladding | Toilets: Glazed Ceramic Tiles dado on the walls up to door height; Ceramic wash basins; urinals, European WC and CP fittings of reputed make, modular toilet partitions. |
| Doors | Shop: Grill MS Rolling shutter. Toilet Entry: Wooden door frame with solid core flush shutters; outside finish: Polished Teak Veneer, Inside: paint finish. Staircase: MS fire rated doors. |
| Roof | Properly water proofed in the case of RCC Roof of Ms insulated double skin roofing. |
| Lift Facia | Granite or Marble in each lift lobby. |
| Electrical | Concealed insulated Aluminium/Copper wiring with switches of reputed make. All units will provided with single point power connection. |

| | |
|-------------------------|--|
| Air Conditioning | Shop: Backup provision of AC in each Shop as per requirement. AC will installed by vendor itself. Multiplex Area: AIR/Water cooled cooling tower as per requirement of the operator. |
| Fire Fighting | Automatic Fire alarm with detection system & sprinkler system. |
| Power Backup | 100% power back up by DG of required capacity. |

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

SIGNED SEALED AND DELIVERED

by the **Owner** above named at Kolkata in the presence of:

Jayshree Sharma

Vaithav Thawari

17/10, Alipore Road, Kol-27

For PYRAMID ENCLAVE PVT. LTD.

Sushil Kumar Singh

Director

SIGNED SEALED AND DELIVERED

by the **Developer** above named at Kolkata in the presence of:

Jayshree Sharma

5C, P.K.M.K Rd, Kol-2

Vaithav Thawari

EDEN INFRABUILD PVT. LTD.

Bhraj Kumar Singh

Director

B.K. Jain
Prepared & Drafted By:

B. K. Jain & Co. (Advocates)
6A, K. S. Roy Road, Kolkata-700001
Sandeep Jain, Advocate
Enrolment No. F-961/1373/96.

Received of and from the within named Developer the within mentioned amount of Security Deposit as per the Memorandum hereunder written.

Rs.5,00,000.00

(Rupees Five Lakh) Only;

MEMORANDUM

By Manager's Cheque bearing No. 020954 dated 13.03.2018 drawn on HDFC Bank, India Exchange Branch, Kolkata in favour of the Owner for

Rs. 5,00,000.00

(Rupees Five Lakh) Only;

Witness:

Shri. Subh Sharma

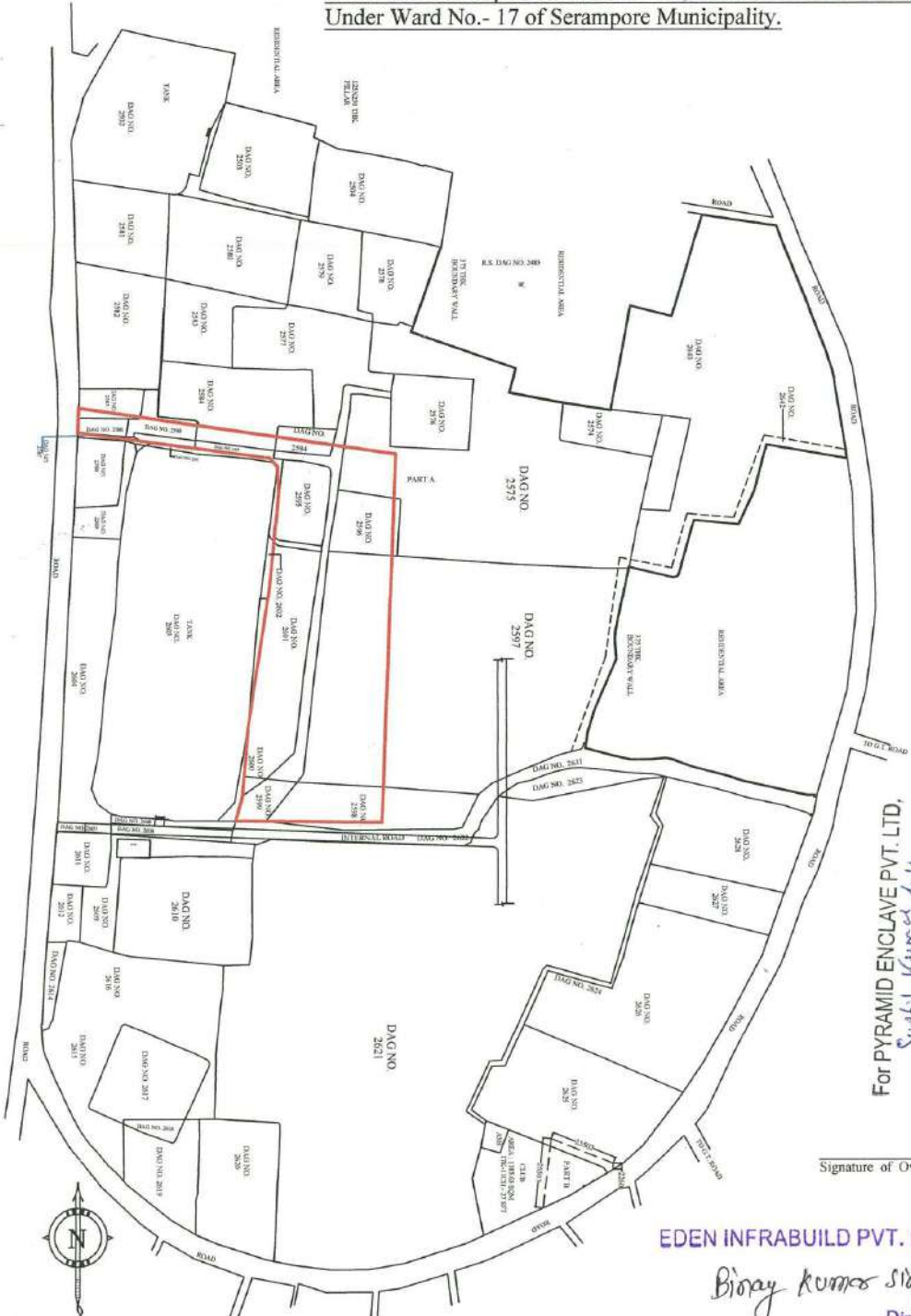
Vaibhav Thapar

For PYRAMID ENCLAVE PVT. LTD.

Sushil Kumar Gupta

Director

Site Plan of Land Containing an Area of 1.82 Acres be the Same a Little More or Less Several L.R. Dag Nos. Under Khatian No. 11337 Within Mouza - Mahesh, J.L. No.- 15 Being Divided and Demarcated Portion of Municipal Premises No.-29, Kanailal Goswami Sarani, Under Ward No.- 17 of Serampore Municipality.



For PYRAMID ENCLAVE PVT. LTD.
Sushil Kumar Singh
 Director












Signature of Owner








EDEN INFRABUILD PVT. LTD.








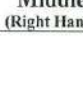


Binay Kumar Singh
 Director

Signature of Developer

SPECIMEN FORM FOR TEN FINGERPRINTERS

| Sl. No. | Signature of the executants/and/ or purchaser Presentants | Little | Ring | Middle (Left Hand) | Fore | Thumb |
|---|---|---|---|--|---|---|
|  | <i>Suski Kumar Singh</i> |  |  |  |  |  |
| | | Thumb | Fore | Middle (Right Hand) | Ring | Little |
| | |  |  |  |  |  |

| Sl. No. | Signature of the executants/and/ or purchaser Presentants | Little | Ring | Middle (Left Hand) | Fore | Thumb |
|---|---|---|---|---|---|---|
|  | <i>Binay Kumar Singh</i> |  |  |  |  |  |
| | | Thumb | Fore | Middle (Right Hand) | Ring | Little |
| | |  |  |  |  |  |

| Sl. No. | Signature of the executants/and/ or purchaser Presentants | Little | Ring | Middle (Left Hand) | Fore | Thumb |
|---------|---|---|---|---|---|---|
| 3 | |  |  |  |  |  |
| | | Thumb | Fore | Middle (Right Hand) | Ring | Little |
| | |  |  |  |  |  |







Government of West Bengal

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

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

Signature / LTI Sheet of Query No/Year 19030000373208/2018

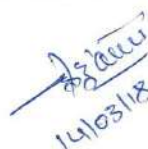
I. Signature of the Person(s) admitting the Execution at Private Residence.

| Sl No. | Name of the Executant | Category | Photo | Finger Print | Signature with date |
|--------|---|---|---|---|--|
| 1 | Shri Sushil Kumar Gupta GD-209, Salt Lake-III, Tank No. 12, Bidhannagar M, Bidhannagar CK Mark, P.O:- Baranagar, P.S:- Baranagar, District:- North 24-Parganas, West Bengal, India, PIN - 700091 | Represent ative of Land Lord [MESSRS PYRAMID ENCLAVE PRIVATE LIMITED] |  | 969  | <i>Sushil Kumar Gupta</i> 14-03-2018 |
| 2 | Shri Binay Kumar Singh 59, Sailo Kumar Mukherjee Road, P.O:- Howrah, P.S:- Howrah, District:-Howrah, West Bengal, India, PIN - 711101 | Represent ative of Developer [MESSRS EDEN INFRABUI LD PRIVATE LIMITED] |  | 968  | <i>Binay Kumar Singh,</i> 14/03/2018. |

Presentant


Additional Registrar of
Assurances III Kolkata

14 MAR 2018

| Sl No. | Name and Address of identifier | Identifier of | Signature with date |
|--------|--|--|---|
| 1 | Mr Sandeep Jain Son of B.K. Jain 6A, K.S. Roy Road, P.O:- G P O, P.S:- Hare Street, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700001 | Shri Sushil Kumar Gupta, Shri Binay Kumar Singh |  14/03/18 |


(Malay Kanti Das)

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

Additional Registrar of
Assurances III Kolkata

14 MAR 2018

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

GRN: 19-201718-019466535-1 Payment Mode Online Payment
GRN Date: 13/03/2018 12:30:23 Bank: HDFC Bank
BRN: 473531132 BRN Date: 13/03/2018 12:31:06

DEPOSITOR'S DETAILS

Name: EDEN INFRABUILD PVT LTD
Contact No.: Mobile No: +91 8336001194
E-mail:
Address: 7, J L NEHRU ROAD KOLKATA 700013
Applicant Name: Mr Sandeep Jain
Office Name:
Office Address:
Status of Depositor: Buyer/Claimants
Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement

Id No. : 19030000373208/2/2018
[Query No./Query Year]

PAYMENT DETAILS

| Sl. No. | Identification No. | Head of A/C Description | Head of A/C | Amount [₹] |
|---------|-----------------------|--|--------------------|------------|
| 1 | 19030000373208/2/2018 | Property Registration- Stamp duty | 0030-02-103-003-02 | 74971 |
| 2 | 19030000373208/2/2018 | Property Registration- Registration Fees | 0030-03-104-001-16 | 5105 |
| Total | | | | 80076 |

In Words : Rupees Eighty Thousand Seventy Six only

Major Information of the Deed

| | | | |
|--|---|---|------------|
| Deed No. | I-1903-00550/2018 | Date of Registration | 15/03/2018 |
| Query No / Year | 1903-0000373208/2018 | Office where deed is registered | |
| Query Date | 07/03/2018 1:48:30 PM | A.R.A. - III KOLKATA, District: Kolkata | |
| Applicant Name, Address & Other Details | Sandeep Jain 6A, K.S. Roy Road, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9874673130, Status : Advocate | | |
| Transaction | Additional Transaction | | |
| [0110] Sale, Development Agreement or Construction agreement | [4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-] | | |
| Set Forth value | Market Value | | |
| Rs. 5,00,000/- | Rs. 13,61,44,332/- | | |
| Stamp duty Paid (SD) | Registration Fee Paid | | |
| Rs. 75,071/- (Article:48(g)) | Rs. 5,105/- (Article:E, E. B, M(a), M(b), I) | | |
| Remarks | Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area) | | |

Land Details :

District: Hooghly, P.S:- Serampur, Municipality: SERAMPORE, Road: K. L. Goswami Street, Road Zone : (Holding located on main road -- Holding located on main road), Mouza: Shrirampur, Premises No. 29, Ward No: 17

| Sch No | Plot Number | Khatian Number | Land Use Proposed | Use ROR | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details |
|----------------------|-------------|----------------|-----------------------|---------|---------------|-------------------------|-----------------------|---------------------|
| L1 | LR-2598 | LR-11337 | Other Commercial Uses | Bastu | 1.82 Acre | 4,90,000/- | 13,53,41,832/- | Property is on Road |
| Grand Total : | | | | | 182Dec | 4,90,000 /- | 1353,41,832 /- | |

Structure Details :

| Sch No | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details |
|--|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1 | On Land L1 | 1070 Sq Ft. | 10,000/- | 8,02,500/- | Structure Type: Structure |
| Gr. Floor, Area of floor : 1070 Sq Ft., Commercial Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete | | | | | |
| Total : | | 1070 sq ft | 10,000 /- | 8,02,500 /- | |

Land Lord Details :

| Sl No | Name, Address, Photo, Finger print and Signature |
|-------|--|
| 1 | MESSRS PYRAMID ENCLAVE PRIVATE LIMITED P-16, Kalakar Street, P.O:- Kalakar Street, P.S:- Posta, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700007, PAN No.:: AAACP3545N, Status :Organization, Executed by: Representative, Executed by: Representative |

Major Information of the Deed :- I-1903-00550/2018-15/03/2018

Developer Details :

| Sl. No | Name,Address,Photo,Finger print and Signature |
|--------|--|
| 1 | MESSRS EDEN INFRABUILD PRIVATE LIMITED Metropolitan Building, 7, Jawahar Lal Nehru Road, P.O:- Park Street, P.S:- Park Street, Kolkata, District-Kolkata, West Bengal, India, PIN - 700013 , PAN No.:: AABCE7371C, Status :Organization, Executed by: Representative |

Representative Details :

| Sl. No | Name,Address,Photo,Finger print and Signature |
|--------|---|
| 1 | Shri Sushil Kumar Gupta Son of Basudev Gupta GD-209, Salt Lake-III, Tank No. 12, Bidhannagar M, Bidhannagar CK Mark, P.O:- Baranagar, P.S:- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN - 700091, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADPBG6819R Status : Representative, Representative of : MESSRS PYRAMID ENCLAVE PRIVATE LIMITED (as Director) |
| 2 | Shri Binay Kumar Singh (Presentant) Son of Shri Triloki Nath Singh 59, Sailo Kumar Mukherjee Road, P.O:- Howrah, P.S:- Howrah, District:- Howrah, West Bengal, India, PIN - 711101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AMBPS8644P Status : Representative, Representative of : MESSRS EDEN INFRABUILD PRIVATE LIMITED (as Director) |

Identifier Details :

| Name & address | |
|--|--|
| Mr Sandeep Jain Son of B.K. Jain 6A, K.S. Roy Road, P.O:- G P O, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Shri Sushil Kumar Gupta, Shri Binay Kumar Singh | |
| | |

Transfer of property for L1

| Sl.No | From | To. with area (Name-Area) |
|-------|--|--|
| 1 | MESSRS PYRAMID ENCLAVE PRIVATE LIMITED | MESSRS EDEN INFRABUILD PRIVATE LIMITED-182 Dec |

Transfer of property for S1

| Sl.No | From | To. with area (Name-Area) |
|-------|--|--|
| 1 | MESSRS PYRAMID ENCLAVE PRIVATE LIMITED | MESSRS EDEN INFRABUILD PRIVATE LIMITED-1070.00000000 Sq Ft |

Major Information of the Deed :- I-1903-00550/2018-15/03/2018

Endorsement For Deed Number : I - 190300550 / 2018

On 14-03-2018

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

Presented for registration at 19:55 hrs on 14-03-2018, at the Private residence by Shri Binay Kumar Singh .

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 13,61,44,332/-

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

Execution is admitted on 14-03-2018 by Shri Sushil Kumar Gupta, Director, MESSRS PYRAMID ENCLAVE PRIVATE LIMITED, P-16, Kalakar Street, P.O:- Kalakar Street, P.S:- Posta, Kolkata, District-Kolkata, West Bengal, India, PIN - 700007

Identified by Mr Sandeep Jain, , Son of B.K. Jain, 6A, K.S. Roy Road, P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 14-03-2018 by Shri Binay Kumar Singh, Director, MESSRS EDEN INFRABUILD PRIVATE LIMITED, Metropolitan Building, 7, Jawahar Lal Nehru Road, P.O:- Park Street, P.S:- Park Street, Kolkata, District-Kolkata, West Bengal, India, PIN - 700013

Identified by Mr Sandeep Jain, , Son of B.K. Jain, 6A, K.S. Roy Road, P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate



Malay Kanti Das

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - III KOLKATA

Kolkata, West Bengal

On 15-03-2018

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,105/- (B = Rs 5,000/- , E = Rs 21/- , I = Rs 55/- , M(a) = Rs 25/- , M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 5,105/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WE Online on 13/03/2018 12:31PM with Govt. Ref. No: 192017180194665351 on 13-03-2018, Amount Rs: 5,105/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 473531132 on 13-03-2018, Head of Account 0030-03-104-001-16

Major Information of the Deed :- I-1903-00550/2018-15/03/2018

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/- by online = Rs 74,971/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 348349, Amount: Rs.100/-, Date of Purchase: 07/03/2018, Vendor name: G C Saha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of West Bengal Online on 13/03/2018 12:31PM with Govt. Ref. No: 192017180194865351 on 13-03-2018, Amount Rs: 74,971/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 473531132 on 13-03-2018, Head of Account 0030-02-103-003-02



Malay Kanti Das
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

B

DE

0

DE

Major Information of the Deed :- I-1903-00550/2018-15/03/2018

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2018, Page from 27152 to 27203

being No 190300550 for the year 2018.



Digitally signed by MALAY KANTI DAS
Date: 2018.03.19 15:57:36 +05:30
Reason: Digital Signing of Deed.

(Malay Kanti Das) 19-Mar-18 3:57:12 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
West Bengal.

(This document is digitally signed.)



For PYRAMID ENCLAVE PVT. LTD.

[Handwritten Signature]

Director

For PYRAMID ENCLAVE PVT. LTD.

[Handwritten Signature]

Director



For PYRAMID ENCLAVE PVT. LTD.

[Handwritten Signature]

Director

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER
ADBPG6819R

नाम /NAME
SUSHIL KUMAR GUPTA

पिता का नाम /FATHER'S NAME
BASUDEV GUPTA

जन्म तिथि /DATE OF BIRTH
29-05-1953

हस्ताक्षर /SIGNATURE
Sushil Kumar Gupta

आयकर अधिकारी, प.२-11
COMMISSIONER OF INCOME-TAX, W.B. - II

Sushil Kumar Gupta

इस कार्ड के खो / भिन्न जाने पर कृपया जारी करने वाले अधिकारी को सूचित / वापस कर दें।
सहायक आयकर अधिकारी,
पी-7,
चौरिंगचे स्क्वायर,
कलकत्ता - 700 069.

In case this card is lost/found, kindly inform/return to the issuing authority :
Assistant Commissioner of Income-tax,
P-7,
Chowringhee Square,
Calcutta- 700 069.

Sushil Kumar Gupta



भारत सरकार
Unique Identification Authority of India

नामांकन क्रम/Enrolment No.: 2016/00594/20266

To
सुशील कुमार गुप्ता
Sushil Kumar Gupta
S/O: Basudeb Gupta
GD-209
Salt Lake-III
Tank No-12
Bidhannagar(M)
North 24 Parganas Bidhannagar C.K Market
West Bengal - 700091
9931838606



आपका आधार क्रमांक / Your Aadhaar No. :

4466 3009 6349

मेरा आधार, मेरी पहचान



भारत सरकार



सुशील कुमार गुप्ता
Sushil Kumar Gupta
जन्म तिथि/ DOB: 29/05/1953
पुरुष / MALE



4466 3009 6349

मेरा आधार, मेरी पहचान

Sushil Kumar Gupta



Government of India



AADHAAR

सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण ऑनलाइन ऑथेंटिकेशन द्वारा प्राप्त करें।
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

- आधार देश भर में मान्य है।
- आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का काम करने में उपयोगी होगा।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



आधार

भारत सरकार, नई दिल्ली
Ministry of Information and Public Relations, Government of India

पता:
आर्य समाज, कानून मंत्रालय, जीडी-209,
सैक्री लैक-आइआईआई, टैंक नं-12,
बिर्हानगर(म), नॉर्थ 24 पार्गनास,
वेस्ट बंगाल - 700091

Address:
S/O: Basudeb Gupta, GD-209,
Sait Lake St. Tank No-12,
Birhannagar(M), North 24
Parganas,
West Bengal - 700091

4466 3009 6349



1947



help@uidai.gov.in

www.uidai.gov.in

Sushil Kumar Jha

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

EDEN INFRABUILD PRIVATE LIMITED

31/03/2007

Permanent Account Number

AABCE7371C

इस कार्ड के धारण / धारण का प्रमाण स्वीकार करें / संवेदन
आयकर विभाग द्वारा जारी, एन आर टी कार्ड
महिला प्रशिक्षण, टाउनशिप टॉवर, कामला मिल कॉम्पाउंड,
एस. बी. मार्ग, जोडसर परिसर, मुंबई - 400 013

If this card is lost / someone's lost card is found

Income Tax PAN Services Unit, NSDL

1st Floor, Times Tower,

Kamala Mills Compound,

S. B. Marg, Lower Panel, Mumbai - 400 013

Tel: 91 22 2499 3604, Fax: 91 22 2495 0664

EDEN INFRABUILD PVT. LTD.

Binay Kumar Singh

Director

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
AMBPS8644P

नाम / NAME
BINAY KUMAR SINGH

पिता का नाम / FATHER'S NAME
TRILOKINATH SINGH

जन्म तिथि / DATE OF BIRTH
25-05-1973

SIGNATURE
Binay Kumar Singh

आयकर अधिकारी, प. नं. 111
COMMISSIONER OF INCOME-TAX, W.B. - III

Binay Kumar Singh.

इस कार्ड के खो / गिरा जाने पर जल्द प्रतरी करने वाले प्राधिकारी को सूचित / वापस कर दें संयुक्त आयकर आयुक्त (पद्धति एवं तकनीकी), पी-7, चौरंगी स्क्वायर, कलकत्ता - 700 069.

In case this card is lost/found, kindly inform/return to the issuing authority :
 Joint Commissioner of Income-tax (Systems & Technical), P-7, Chowringhee Square, Calcutta-700 069.

Binay Kumar Singh.

Binay Kumar Singh.

सर्वोच्च निर्वाचन आयोग
ELECTION COMMISSION OF INDIA
IDENTITY CARD
CHX3030507



निर्वाचक का नाम : बिनाय कुमार सिंग

Elector's Name : Binay Kumar Singh

पिता का नाम : त्रिलोक नाथ सिंग

Father's Name : Trilok Nath Singh

लिंग / Sex : पुरुष / M

जन्म तिथि / Date of Birth : 25/05/1973

पता :
59, साई मुखर्जी रोड, 13 गोलहरी
होवरा - 714101

Address:
59, Saith Mukherjee Road, 13 Golahari
Howrah - 714101

Date: 17/08/2007
59, साई मुखर्जी रोड, 13 गोलहरी
होवरा - 714101

Backstiff Signature of the Electoral
Registration Officer for
102 Howrah North Constituency

ध्यान दें: यदि आप अपने पता को बदलना चाहते हैं, तो आपको अपने पता को बदलने के लिए संबंधित अधिकारी को सूचित करना होगा।
In case of change in address, you should inform the relevant authority for including your name in the list of the changed address and to show the case.

Binay Kumar Singh.

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DATED THIS 14<sup>th</sup> DAY OF MARCH 2018  
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BETWEEN

PYRAMID ENCLAVE PRIVATE LIMITED

..... OWNER

AND

EDEN INFRABUILD PRIVATE LIMITED

..... PURCHASER

JOINT DEVELOPMENT AGREEMENT