4669/19 05343/19

भारतीय गैर न्यायिक

पचास रुपये रु.50

FIFTY RUPEES Rs.50

INDIA

INDIA NON JUDICIAL

पश्चिमबंगला पश्चिम बंगाल WEST BENGAL

Y 976637

1004 / 0 / 677308/19

Vat Case No. 1334 dt. 04.05.19
J(1)- 250
J(2)- 100
Total 350
Realised on
KRA-IV Kolkata

25 MAY 2019 - 7 MAY 2019

THIS AGREEMENT made this 6th day of MAY Two Thousand and Nineteen

BETWEEN

1 **PARTIES:**

1.1 **OWNERS:**

1.1.1 **LILYGOLD VINCOM PRIVATE LIMITED,** a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara Road, Police Station - Haridevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51909WB2010PTC154282 and PAN AABCL8863G represented by its Director Kiran Dhelia wife of Pradeep Kumar Dhelia of 62/11 Alipore Road, Post Office Alipore, Police Station Alipore, Kolkata 700027 having PAN ADNPD8863C,

Kiran Dhelia

7029

Serial No.
Name: Citygold Vincom Pvt. Ltd.
Address: 31/2C Mathish Basu Road. Kol-42.

Prop:- Srikant Tiwari
Licenced Stamp Vender
BACHAN GANGA
2 & 3, Bankshall Street
Kolkata - 700 001

04 MAY 2018

04 MAY 2018

5042/
100/-

Tiwari
(HARISH GIRIA)

Subhendu Chakraborty
S/O - Sri Sri Ranjan Chakraborty
Ghola Chakraborty
P.O. Ghola Bazar
Kol-700111
P.S. - Ghola

REGISTRAR OF ASSURANCES
SEAL OF THE
KOLKATA

भारतीय गैर न्यायिक

पचास रुपये रु.50

FIFTY RUPEES Rs.50

INDIA

INDIA NON JUDICIAL

पश्चिमबंगला पश्चिम बंगाल WEST BENGAL A.R.A. IV Y 976638

1.1.2 **DHANLABH DEALTRADE PRIVATE LIMITED,** a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Atta Road, Police Station Hatidevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51909WB2010PTC154274 and PAN AADCD6063A represented by its Director Kiran Dhelia wife of Pradeep Kumar Dhelia of 62/H Alipore Road, Post Office Alipore, Police Station Alipore, Kolkata 700027 having PAN ADNPD8863C,

Kiran Dhelia

7029.

Serial No.

Name Lilygold vincom Pvt ltd

Address 31/2C. Raglish Ara Road.

Vol. 41

Prop:- Srikant Tiwari
Licensed Stamp Vendor
BACHAN GANGA
2 & 3, Bankshall Street
Kolkata - 700 001

04 MAY 2018

04 MAY 2018

5042
100/-

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

GRN: 19-201920-001014189-1
GRN Date: 29/04/2019 18:43:32
BRN : 787388292

Payment Mode Online Payment
Bank : HDFC Bank
BRN Date: 29/04/2019 00:00:00

DEPOSITOR'S DETAILS

Id No. : 19040000679308/2/2019
[Query No./Query Year]

Name : PRABHA HIGHRISE LLP
Contact No. : 46004060 Mobile No. : +91 9831009994
E-mail : girlasagar69@gmail.com
Address : CD35 SALT LAKE SECTOR1
Applicant Name : Mr PRABHA HIGHRISE LLP
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19040000679308/2/2019	Property Registration- Stamp duty	0030-02-103-003-02	75071
2	19040000679308/2/2019	Property Registration- Registration Fees	0030-03-104-001-16	21112
		Total		96183

In Words : Rupees Ninety Six Thousand One Hundred Eighty Three only

1.1.3 **SUBHDHAN TRADECOM PRIVATE LIMITED,** a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara Road, Police Station Haridevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51909WB2010PTC154285 and PAN AAOCS9103R represented by its Director Kiran Dhelia wife of Pradeep Kumar Dhelia of 62/H Alipore Road, Post Office Alipore, Police Station Alipore, Kolkata 700027 having PAN ADNPD8863C,

1.1.4 **SUBHDATA VINCOM PRIVATE LIMITED,** a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara Road, Police Station Haridevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51909WB2010PTC154284 and PAN AAOCS9104J represented by its Director Kiran Dhelia wife of Pradeep Kumar Dhelia of 62/H Alipore Road, Post Office Alipore, Police Station Alipore, Kolkata 700027 having PAN ADNPD8863C,

1.1.5 **DHANRAKSHA TRADECOM PRIVATE LIMITED,** a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara Road, Police Station Haridevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51909WB2010PTC154280 and PAN AADCD6064H represented by its Director Kiran Dhelia wife of Pradeep Kumar Dhelia of 62/H Alipore Road, Post Office Alipore, Police Station Alipore, Kolkata 700027 having PAN ADNPD8863C,

1.1.6 **PUSHAPRATAN SUPPLIERS PRIVATE LIMITED,** a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara Road, Police Station Haridevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51509WB2010PTC154283 and PAN AAFCP7005E represented by its Director Kiran Dhelia wife of Pradeep Kumar Dhelia of 62/H Alipore Road, Post Office Alipore , Police Station Alipore, Kolkata 700027 having PAN ADNPD8863C,

1.1.7 **TOPVIEW VANIJYA PRIVATE LIMITED,** a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara Road, Police Station Haridevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51909WB2010PTC154286 and PAN AADCT6297N represented by its Director Kiran Dhelia wife of Pradeep Kumar Dhelia of 62/H Alipore Road, Post Office Alipore, Police Station Alipore, Kolkata 700027 having PAN ADNPD8863C,

1.1.8 **GULSHAN MERCHANDISE PRIVATE LIMITED,** a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara Road, Police Station Haridevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51909WB2010PTC154281 and PAN AADCG9929L represented by its Director Kiran Dhelia wife of Pradeep Kumar Dhelia of 62/H Alipore Road, Post Office Alipore, Police Station Alipore, Kolkata 700027 having PAN ADNPD8863C,

1.1.9 **BRIJBHUMI TRADECOM PRIVATE LIMITED,** a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara

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Road, Police Station Haridevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51909WB2010PTC154273 and PAN AAECB2990F represented by its Director Kiran Dhelia wife of Pradeep Kumar Dhelia of 62/H Alipore Road, Post Office Alipore, Police Station Alipore, Kolkata 700027 having PAN ADNPD8863C,

hereinafter referred to as "the **OWNERS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors or successors-in-office/interest and/or assigns) of the **ONE PART; AND**

1.2 **DEVELOPER:**

PRABHA HIGHRISE LLP, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at CD-35, Salt lake City , 1st Floor, Sector-I, Police Station and Post Office Bidhannagar North, Kolkata-700064 having LLPIN AAM-7559, PAN AAVFP9541N represented by its Designated Partner Mr. Harish Kumar Giria son of Mr. Lalit Kumar Giria residing at CD-35, Sector-I, Salt Lake City, Police Station and Post Office – Bidhannagar, Kolkata – 700064, having PAN AIRPG3901B hereinafter referred to as "the **DEVELOPER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or successors-in-interest and/or assigns) of the **OTHER PART:**

SECTION-I # DEFINITIONS:

2 **DEFINITIONS:** Unless in this Agreement there be something contrary or repugnant to the subject or context:-

2.1.1 **"Added Areas"** shall mean landed property adjacent to or near the Subject Property that may be included in the project area in terms of clause Nos. 6.3 and 20 hereto;

2.1.2 **"Agreed Ratio"** shall mean the ratio of sharing or distribution in Realizations and several other matters referred to herein between the Owners and the Developer which shall be 36% (thirty six percent) of the Owners and 64% (sixty four percent) of the Developer;

2.1.3 **"Appropriate Authorities"** shall according to the context mean all or any of the Central or State Government or any department thereof and/or its officers and functionaries also all other State, Executive, Judicial or Quasi Judicial authorities, Local Authority, Government Company, Statutory Bodies and/or other authorities and include HIDCO, New Town Kolkata Development Authority (NKDA), Kolkata Metropolitan Development Authority, Collector, Planning Authority, Development Authority, B.L.&L.R.O., D.L.&L.R.O., Collector, Real Estate Authorities, Fire Brigade, the Competent Authority under the Urban Land (Ceiling & Regulation)

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Act, 1976, Airport Authority, Police Authorities, Law Enforcement Authorities, Pollution Control Authorities, Fire Service Authorities, Insurance Companies, Income Tax Authorities, Goods and Service Tax Authorities, Courts, Tribunals, Judicial and Quasi Judicial authorities and forums having jurisdiction over the relevant activity and include the concerned Service/Utility Providers for electricity, water, drainage, sewerage, lift, generator, telecom, television, wireless connectivity, digital and other utilities whatsoever or howsoever.

2.1.4 **"Building Complex"** shall mean and include the Subject Property and the New Buildings thereat with the Common Areas and Installations and all other open and covered spaces thereat.

2.1.5 **"Building Plans"** shall mean the plans for construction of the New Buildings to be caused to be sanctioned by the Developer in the name of the Owners from the New Town Kolkata Development Authority and/or other Appropriate Authorities and include all modifications and/or alterations as may be made thereto as also all extensions and/or renewals thereof.

2.1.6 **"Common Areas and Installations"** shall mean such parts, portions and areas in the Subject Property which the Developer may from time to time identify and earmark for common use by all or any one or more of the Transferees or any other person in common with the Owners and/or the Developer and include any variations or relocations thereof as may be made by the Developer in consultation with the Owners. A list of tentative Common Areas and Installations is given in the **SECOND SCHEDULE** hereto.

2.1.7 **"Common Purposes"** shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the Transferees thereof; collection and disbursement of the Common Expenses; the purpose of regulating mutual rights, obligations and liabilities of the Transferees thereof; and dealing with all matters of common interest of the Transferees thereof.

2.1.8 **"Completion of Construction"** in respect of any Unit or New Buildings or part thereof forming part of the Building Complex shall mean the compliance of requirements mentioned in clause 9.12.2 hereto.

2.1.9 **"Contingent Residual Areas"** shall mean those Transferable Areas that may be identified and allocated to the parties as provided for in clause 14 hereto.

2.1.10 **"Developer's Realization Share"** shall mean and include 64% (sixty-four percent) of the Realizations to belong to the Developer.

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2.1.11 **"Developer's Allocation"** shall mean and include the Developer's Realization Share and the shares or portions of the Developer in the Contingent Residual Areas and also include all other properties and rights belonging to the Developer in terms hereof.

2.1.12 **"Encumbrances"** shall include mortgages, charges, security interest, liens (including negative lien), lis pendens, hypothecations, attachments, leases, tenancies, bargadar, occupancy rights, licenses, uses, debutters, trusts, bankruptcy, insolvency, wakfs, acquisition, requisition, vesting, any other encumbrance, claims, demands and liabilities whatsoever or howsoever;

2.1.13 **"Extras and Deposits"** shall mean the amounts mentioned in **FOURTH SCHEDULE** hereto subject to any variations as per Clause 13.3 hereto.

2.1.14 **"Force Majeure"** shall mean any event or combination of events or circumstances beyond the control of a Party, which cannot be prevented or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Agreement including (a) Acts of God i.e. fire, draught, flood, earthquake, storm, lightning, epidemics and other natural disasters; (b) Explosions or accidents, air crashes; (c) General strikes and/or lock-outs, civil disturbances, curfew etc.; (d) Civil commotion, insurgency, war or enemy action or terrorist action; (e) Change in Law, Rules and Regulations, injunctions, prohibitions, or stay granted by court of law, Arbitrator, Government; (f) Non functioning of any existing or new Appropriate Authorities due to any reason whatsoever and (g) any other event or circumstance which is beyond the control of the parties.

2.1.15 **"Internal Agreed Proportion"** shall mean the proportion of sharing of the Owners' Allocation inter se amongst the Owners as mentioned in the **FIFTH SCHEDULE** hereto;

2.1.16 **"New Buildings"** shall mean the one or more buildings and other structures to be constructed from time to time at or portion/s of the Subject Property.

2.1.17 **"Owners' Realization Share"** shall mean and include 36% (thirty-six percent) of the Realizations to belong to the Owners.

2.1.18 **"Owners' Allocation"** shall mean and include the Owners' Realization Share and the shares or portions of the Owners in the Contingent Residual Areas and also include all other properties and rights belonging to the Owners in terms hereof.

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2.1.19 **"Owners' Named Representative"** shall mean Mr. Pranay Dhelia son of Pradeep Kumar Dhelia unless changed by the Owners in terms of clause 16.3 hereto.

2.1.20 **"Parking Spaces"** shall mean the spaces at the Building Complex including at covered space, open area or under a shade at the open area or mechanized multilevel systems at the open area for parking of motor cars and/or two-wheelers.

2.1.21 **"Pass Through Charges"** shall mean the Goods and Service Tax or any substitutes, additions or alterations thereof and any other impositions, levies or taxes (other than Income Tax) on the Transfer in favour of the Transferees.

2.1.22 **"Real Estate Laws"** shall mean the, West Bengal Housing Industry Regulation Act, 2017, the Real Estate (Regulation and Development) Act, 2016 or any of them as applicable and include the amendments and substitutes thereof and also all rules, regulations and byelaws in respect thereof.

2.1.23 **"Realization"** shall mean and include the amounts received against Transfer of or otherwise in respect of the Units, Parking Spaces and other Transferable Areas (other than Contingent Residual Areas) from time to time; but shall not include any amounts received on account of (a) Pass Through Charges and (b) Extras and Deposits;

2.1.24 **"Shares in land"** shall mean the proportionate undivided share in the land of whole or part of the Subject Property attributable to any Unit.

2.1.25 **"Subject Property"** shall mean piece or parcel of land containing an area of 0.83 acre or 83 Satak more or less comprised in a divided and demarcated portion of R.S. and L.R. Dag No. 463 and the entire Dag Nos. 462 and 465 in Mouza Chakpanchuria, J. L. No. 33, Police Station – New Town (formerly Rajarhat), within Patharghata Gram Panchayet, in the District of North 24 Parganas morefully and particularly described in the **FIRST SCHEDULE** hereunder written and include all appurtenances thereof and shall if acquired shall include the Added Areas.

2.1.26 **"Transfer"** (with grammatical variations) shall insofar as the same relates to Units shall mean transaction of sale and insofar as the other Transferable Areas shall mean transaction by sale, grant or otherwise.

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2.1.27 **"Transferable Areas"** shall mean the Units, Parking Spaces, private/reserved terraces/roofs with or without any facilities and all other areas at the Building Complex capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise and shall also include any area, right or privilege at the Building Complex capable of being commercially exploited or transferred for consideration in any manner and include the proportionate undivided shares in land attributable to Units and also rights in respect of Common Areas and Installations appurtenant to Units.

2.1.28 **"Transferees"** shall mean the persons to whom any Transferable Areas in the Building Complex is Transferred or agreed to be Transferred.

2.1.29 **"Units"** shall mean the independent and self-contained residential flats and/or apartments to be used primarily for residential purpose and capable of being exclusively held used or occupied by a person.

2.2 **INTERPRETATION:**

2.2.1 Reference to any clause shall mean such clause of this Agreement and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this Agreement and include any parts of such Schedule.

2.2.2 Headings, Clause Titles, Capitalized expressions and Bold expressions are given for convenience only.

2.2.3 Words of any gender are deemed to include those of the other gender;

2.2.4 Words using the singular or plural number also include the plural or singular number, respectively;

2.2.5 The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Articles of this Agreement, as the case may be;

2.2.6 Reference to the word "include" shall be construed without limitation;

2.2.7 The Schedules/Annexure and recitals hereto shall constitute an integral part of this Agreement and any breach of the stipulations contained in the Schedule shall be deemed to be a breach of this Agreement;

2.2.8 Reference to a document, instrument or agreement (including, without limitation, this Agreement) is a reference to any such document, instrument or agreement as

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modified, amended, varied, supplemented or novated from time to time in accordance with the provisions.

SECTION-II # RECITALS AND REPRESENTATIONS:

3 RECITALS/REPRESENTATIONS:

3.1 RECITALS:

3.1.1 The Owners are the full and absolute Owners of the Subject Property.

3.1.2 Pursuant to discussions between the parties and the representations as hereinafter contained, the Owners and the Developer have agreed to enter into this agreement whereby the Developer shall, inter alia, be entitled to the exclusive right to develop the Building Complex and Transfer the Transferable Areas to interested Transferees and shall be entitled to the Developer's Allocation and other benefits and the Owners shall, inter alia, be entitled to the Owners' Allocation and other benefits.

3.2 REPRESENTATIONS:

3.2.1 The Owners made the following several representations, assurances and warranties to the Developer which have been completely relied upon and believed to be true and correct by the Developer for the purpose of entering upon this Agreement and the transaction envisaged herein:

(i) That the Owners are presently the full and absolute Owners of the Subject Property with good marketable title free from all Encumbrances whatsoever and in khas vacant and peaceful possession thereof and the Subject Property is duly secured by boundary walls on all sides with frontage alongside 18 feet public road Chakpachuria Village Road. The facts about the Owners deriving title to the Subject Property is represented and warranted by the Owners in the **SIXTH SCHEDULE** hereto and the same are all true and correct

(ii) That there is no notice of acquisition or requisition or alignment under the Land Acquisition Act or The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 received or pending in respect of the Subject Property or any part thereof and the Subject Property or any part thereof does not contain any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or not affected by any scheme alignment of the Kolkata Improvement Trust or any other law whatsoever.

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(iii) That neither the Subject Property nor any part thereof has been attached or forfeited and/or is liable to be attached or forfeited under any laws or order or decree of any authority or Court of Law or due to Income Tax, Foreign Exchange, Money Laundering or any other Statutory Dues or Public Demand.

(iv) There is no impediment, obstruction, restriction or prohibition in the Owners entering upon this Agreement and/or in the development and transfer of the Subject Property.

(v) That all the original documents of title in respect of the Subject Property are in the personal custody of the Owners and the same have not been deposited with anyone nor confiscated or seized by any authority nor used as security or collateral security or bond or otherwise in respect of any activity or transaction whatsoever.

(vi) There is no suit, dispute, claim or other legal proceeding, civil, criminal or revenue is pending by or against the Owners and/or any other person affecting or in anyway relating to the Subject Property and there is no legal proceeding, dispute or claim affecting the Subject Property and/or the Owners.

(vii) That there is no injunction, status quo, prohibition or other order or condition in any way relating to or affecting the Subject Property in any manner.

(viii) That the Owners have not stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever.

(ix) That the Owners have not entered upon any agreement or contract with any other person in connection with the Subject Property or any part thereof or its development/sale/transfer nor have executed any power of attorney in favour of any person nor have otherwise dealt with the Subject Property or any part thereof prior to execution of this Agreement.

(x) That the Owners have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Subject Property or any part thereof can or may be impeached, encumbered or affected in title or would in any way impair, hinder and/or restrict the development transfer and other activities envisaged under this Agreement.

(xi) That the Owners or their predecessors in title have not mortgaged or charged or provided security interest in respect the Subject Property or any part thereof and

Kiran Dhelia

there is no notice or proceeding for realization or recovery of the dues of the Bank nor is there any notice or proceeding of winding up or bankruptcy or Insolvency proceedings under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or the Companies Act or Insolvency and Bankruptcy Code or before the Debts Recovery Tribunal or before any Court or Tribunal filed or pending against the Owners.

(xii) That subject to the terms hereof, there is no difficulty in the compliance of the obligations of the Owners hereunder.

3.3. **REPRESENTATIONS OF DEVELOPERS**: The Developer have represented and assured the Owners, inter alia, as follows:-

3.3.1. The Developer are carrying on business of construction and development of real estate and has infrastructure, expertise and resources in this field.

3.3.2. The Developer have full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.

3.3.3. Subject to the terms hereof, there is no difficulty in compliance of the obligations of the Developer hereunder.

3.4 The parties are now entering upon this Agreement to put into writing all the terms and conditions agreed between them in connection with the development of the Subject Property and the administration and Transfer of the Building Complex and the respective rights and obligations of the parties in respect of the same as hereinafter contained.

SECTION-III # WITNESSETH:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

4 AGREEMENT AND CONSIDERATION:

4.1 The Owners hereby agree to provide the entirety of the Subject Property and hereby grant to the Developer exclusive rights and authority to develop the Subject Property as a Building Complex and to Transfer and administer the Building Complex on the terms and conditions hereinafter contained and in consideration thereof and further in consideration of the obligations, covenants, terms and conditions contained herein and

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on the part of the Owners to be observed, fulfilled and complied with, the Developer has agreed to the same on the terms and conditions hereinafter contained.

4.2 With effect from the date hereof, the Developer shall have the sole and exclusive rights, authorities and entitlements (a) to develop and construct or cause to be developed and constructed the Building Complex at the Subject Property, (b) to administer the Building Complex in the manner and until the period as morefully contained herein, (c) to Transfer the Transferable Areas (except any Contingent Residual Areas of the Owners), (d) the Developer's Allocation, (e) entirety of the Extras and Deposits and (f) all other properties benefits and rights of the Developer hereunder or to which the Developer is entitled hereunder; **And** the Owners shall be entitled (a) to the Owners' Allocation and (b) all other properties benefits and rights of the Owners hereunder or to which the Owners are entitled hereunder; on and subject to the terms and conditions hereinafter contained.

4.3 The New Buildings shall be constructed or caused to be constructed by the Developer at its own costs and expenses upon complying with all provisions of law. The Owners hereby agree to sell and transfer the Shares in land attributable to the Transferable Areas (except only the Contingent Residual Areas comprised in the Owners' Allocation) in favour of the concerned Transferees and the sale of the same shall be completed upon Completion of Construction of the concerned Unit and the consideration for the same shall be the Owners' Realization Share.

4.4 The Contingent Residual Areas that may be allocated to the parties respectively shall be held by the respective allottees thereof and any Transfer in respect thereof shall be governed by the provisions contained in Clause 14 hereto. It is however clarified that the consideration for the transfer of Shares in land attributable to the Contingent Residual Areas of the Developer shall be the construction cost of the Contingent Residual Areas of the Owners.

4.5 The agreement and the rights of the Developer shall be and remain valid and subsisting at all times and cannot be cancelled except only in accordance with any specific terms and conditions mentioned herein.

5 **OBLIGATIONS OF OWNERS:**

5.1 **ATTRIBUTES REQUIRED FOR SUBJECT PROPERTY:** The Owners shall be wholly responsible and liable to cause and ensure the availability of the Subject Property towards the development and Transfer in terms hereof. In connection with the Subject

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Property, the Owners shall be bound to comply with and meet the following criteria and requirements:

5.1.1 **Marketable Title:** The Subject Property and each part thereof shall be absolute freehold property with good and marketable title of the Owners. The Owners shall make out and keep and maintain, at their costs, good marketable title to the Subject Property. Any objection or claim of any person due to any reason whatsoever shall be dealt with and settled and cleared by the Owners at their own costs. The Owners agrees to answer and comply with all Requisitions on title that may be raised by the Developer or its advocate upon them within 15 (fifteen) days of receipt thereof.

5.1.2 **Free from Encumbrances:** The Subject Property and each part thereof is and shall be free of and from all kinds of Encumbrances and/or any claims or disputes by any contributory or participant of the Owners or by any predecessor in title or any other person and there shall be no restriction or prohibition under any laws for its development and/or Transfer in any manner. The Subject Property and each and every part thereof shall also be free from any vesting under the Estates Acquisition Act, the Land Reforms Act and/or the Urban Land (Ceiling & Regulation) Act or any other law and there shall be proper no lien custody of all original title deeds and government records in respect of the Subject Property and every part thereof.

5.1.3 **Conversion:** The Owners shall apply for and obtain conversion of the Subject Property into purposes commensurate with the proposed development thereof under Section 4C of the West Bengal Land Reforms Act, 1955 and also from the New Town Kolkata Development Authority and/or any other appropriate authorities as may be required;

5.1.4 **Physical Possession:** There is or shall be no claim or interference or obstruction of any other person as regards possession of the Subject Property or any part thereof. Subject to any claim being made on the Subject Property, the same shall be tackled by the Developer at the cost of the Owners.

5.1.5 **Direct Access:** The Subject Property has and shall continue to have direct access from the abutting more than 18 feet wide public road namely Chakpachuria Village Road with a frontage alongside such road.

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5.1.6 **Fit for Development:** The Subject Property is and shall continue to remain fit for development of the Building Complex and Transfer of the Transferable Areas therein.

5.2 **CLEARANCES:** The Owners shall apply for and obtain the necessary No Objection Certificate under the Urban Land (Ceiling & Regulation) Act, 1976 and any other permissions, clearances or certificates from any Appropriate Authorities as may be required in respect of the land and/or title of the Subject Property or to make the same fit for Development. All relevant costs to be borne by the Owner.

5.3 **DEFECTS/DEFICIENCIES:** In case any Encumbrance arises or is detected in respect of the Subject Property or any part thereof at any time or in case any defect or deficiency in the title of the Subject Property arises or is detected at any time or there is any claim of possession or occupation by any person in respect of the Subject Property at any time, the same shall be rectified and cured by the Owners within 60 (sixty) days of the same arising.

5.4 **ERRORS:** In case records of the B.L. & L.R.O., Panchayat and/or any other Appropriate Authorities contain any error, defect, discrepancy, omission, inconsistency or mis-description in numbering, mutation, area, nature of use, share etc. or require any correction or rectification or change, the Owners shall also cause the same to be corrected and rectified within 30 (thirty) days from the date of execution hereof or within 30 (thirty) days of the detection thereof.

5.5 **DUES ON THE SUBJECT PROPERTY:** The Owners shall pay and clear upto date land revenue, property tax and any other dues or taxes, if any outstanding in respect of the Subject Property until the date of commencement of construction of the New Buildings.

5.6 **COMPLIANCE OF REAL ESTATE LAWS:** The Owners shall comply with all requirements of Real Estate Laws as applicable to a land Owners and/or pertaining to land and title.

5.7 **TIME AND COSTS AND EXPENSES FOR OBLIGATIONS OF OWNERS:** Unless otherwise expressly mentioned:-

5.7.1 Save as expressly mentioned herein, the Developer shall not be liable for any costs, charges, outgoings and expenses on any account whatsoever in respect of the several obligations of the Owners contained herein and the Owners shall be exclusively liable therefor.

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5.7.2 The time for compliance of the several obligations of the Owners shall be within 60 (sixty) days from the date of execution hereof or if the situation for the same arises later then within 60 (sixty) days of the situation arising or such further time as the Developer may allow as per the situation.

5.8 TITLE DEEDS & OTHER DOCUMENTS:

5.8.1 The Owners shall deliver all original records of rights and title deeds relating to the Subject Property in their custody particulars whereof are mentioned in the **SEVENTH SCHEDULE** hereto and hereinafter referred to as "the **said Documents**", in escrow with the Developer's Advocate, simultaneously with the execution hereof. Upon completion of sale and transfer of all the Units and/or Transferable Areas in the Building Complex, the Developer will have the right to obtain the originals of whatever documents handed over by the Owners to the Developer's Advocate and any further documents that may be deposited with the Developer's Advocate during the course of development, and to deliver the same to the Association of the Transferees of the New Buildings. Till such documents relating to the Subject Property are handed over to the Association of the Transferees of the New Buildings, if the Owners transfers the Owners' Allocation in terms of this agreement and if inspection of such documents relating to the Subject Property is necessary for such transfer, then the Developer will allow such inspection upon receipt of written request in advance to that effect from the Owners.

5.8.2 The Developer shall be entitled from time to time and at all times to produce, submit, deliver, give copies and extracts of and from the said Documents before government and semi government bodies and authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi judicial forums, service providers and other persons and authorities as may be required and for that to obtain the same from the escrow holder. The Developer shall also be entitled to produce and give/deliver/deposit the said Documents or copies and extracts of and from the said Documents before banks or other financial institutions who would be providing finance/loans/advances to the Developer for development of the Subject Property and also provide inspection and give copies thereof to any financier giving loans or advances to any Transferee. The Developer may obtain the original documents from the Escrow Holder for all or any of the purposes aforesaid.

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KOLKATA

5.9 POSSESSION:

5.9.1 The Owners shall simultaneously with the execution hereof deliver vacant peaceful possession of the Subject Property to the Developer for the purpose of development envisaged herein.

6 PLANNING:

6.1 The planning and layout for the development of the Subject Property including, inter alia, on the aspects mentioned hereinbelow, shall be done by the Developer:

(i) The design, concept and layout of the Building Complex and also of landscaping, plantation, walkways, driveways, etc., at the Subject Property, the number and area of Units, Parking Spaces in one or more New Buildings and other portions of the Subject Property and the nature of the constructions and developments at the Subject Property including any underground, ground level or above the ground developments and constructions;

(ii) Club and/or sporting/entertainment/recreation/health centre, if any planned, for the Transferees and/or others and the composition, specifications, equipments, installations, services and facilities

6.2 The Owners shall through their Owners' Named Representative be at liberty to provide their suggestions and inputs in the planning of the Building Complex without increasing costs of the Developer in respect of the Building Complex but the incorporation of the same shall be at the sole discretion of the Developer in consultation with the Architect.

6.3 The Developer may include in the Building Complex, adjacent lands belonging to HIDCO or Appropriate Authorities on any side of the Subject Property to gain access from a wider road and thereby get an increased Floor Area Ratio. Such adjacent lands shall be acquired in equal shares by the Owners and the Developer. Such lands shall automatically be included in the Subject Property on the same terms and conditions as herein contained save as follows:-

(i) The Developer shall not be required to pay any additional deposit for the same.

(ii) The Floor Area Ratio allocable to the share of the Developer in such adjacent land shall exclusively belong to the Developer as its own separate allocation (as if the same was allotted as part of the Contingent Residual Areas) and save

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the same all additional Floor Area Ratio owing to inclusion of such adjacent lands shall form part of the Transferable Areas in the Agreed Ratio.

6.3.2 The Owners agree to execute and register all deeds, documents, agreements and writings as the Developer may require for the same or the Developer may as constituted attorney of the Owners may do so. The Owners shall deliver the original title deeds and possession of this adjacent land simultaneously with its receiving the same.

7 **DEVELOPMENT IN PHASES:**

7.1 The Developer shall be free to plan, commence and continue the construction and development of the Subject Property or any part thereof in one or two phases as the Developer may deem fit and proper.

8 **SURVEY, SANCTION AND MODIFICATION OF BUILDING PLANS:**

8.1 **SURVEY AND SOIL TESTING:** The Developer shall at its own costs and expenses carry out necessary survey and soil testing and other preparatory works in respect of the Subject Property.

8.2 **BUILDING PLANS PREPARATION AND APPROVAL:** Upon the Owners complying with their obligations hereunder, the Developer shall at its own cost and expenses from time to time cause to be prepared and sanctioned one or more plans for the constructions at the Building Complex. The Developer may prepare single or multiple building plans in respect of the Development of the Building Complex or any part/phase thereof and to apply for and obtain sanction on a phase wise manner from time to time, if necessary. The Developer shall send a copy of the proposed Building Plans to the Owners' Named Representative. In case there is any suggestion of the Owners' Named Representative, the Owners' Named Representative shall inform the Developer thereabout within 10 (ten) days from the receipt of the plans. All points of discussion on the same between the Owners' Named Representative and the Developer shall be done in the presence of the Architect for the Building Complex. Any disagreement shall be mutually settled by the parties and the decision of the Architect on any point of disagreement would be final and binding upon both the parties.

8.2.1 **MODIFICATIONS AND ALTERATIONS:** The Developer shall also be entitled from time to time to cause modifications and alterations to the building plans in such manner and to such extent as the Developer may deem fit and proper **Provided That** in case due to any such modification or alteration the total constructible area gets reduced, the Developer shall obtain the consent of the Owners in respect thereof, which consent shall not be unreasonably withheld, refused or delayed.

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8.3 **SIGNATURE AND SUBMISSION:** The Owners shall sign, execute, submit and deliver all applications, undertakings, declarations, affidavits, plans, letters and other documents and do all acts deeds and things as may be required by the Developer in connection with the application and/or obtaining the sanction of the Building Plans and for obtaining any approvals required to be obtained by the Developer for commencing or carrying out the Development at the Subject Property.

8.4 **APPROVALS FOR DEVELOPMENT:** The Developer shall either in its own name or in the name of the Owners apply for and obtain all permissions, clearances, no objection certificates and other approvals required for carrying out the development at the Subject Property, including those required from Pollution Control Authority, Fire Service Authorities, Airport Authorities, Police Authorities, Municipal Authorities or any other Statutory Authorities, at its own costs and expenses but not those to be obtained by the Owners under clause 5.2 hereto.

9 **CONSTRUCTION OF THE BUILDING COMPLEX:**

9.1 **CONSTRUCTION:** The Developer shall at its own cost and expense construct and build the New Buildings and other constructions and developments at the Subject Property and erect and install the Common Areas and Installations in accordance with the Planning of the Developer and upon due compliance of the Building Plans and laws affecting the same. The Developer shall have the sole and complete rights and obligations in respect of all aspects of development and construction.

9.2 **GOOD CONSTRUCTION:** The Developer shall construct erect and carry out the development at the Subject Property in a good and workman like manner with good quality of materials and specifications as mentioned in the **THIRD SCHEDULE** hereto or equivalent substitutes thereof. The Developer shall construct and build the New Buildings in accordance with the Building Plans and all sanctionable modifications and alterations thereof and do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules in force at the relevant time. The construction shall be done by the Developer in compliance of the legal requirements.

9.3 **REAL ESTATE LAWS:** The Developer shall comply with all necessary requirements under the Real Estate Laws and required to be complied with by promoter constructing a building thereunder.

9.4 **TEAM:** The Architect for the Building Complex and the entire team of people required for the execution of the Building Complex shall be such person as may be selected and

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appointed by the Developer in its sole discretion. All persons employed by the Developer for the purpose of construction such as architects, contractors, labourers, care-takers etc., shall be the persons under the appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc. or their acts in any manner whatsoever and shall have no responsibility towards the architect and/or contractors labourers caretaker etc. or for the compliance of the provisions of labour laws, payment of wages, payment of P.F., E.S.I. etc., maintenance of records of labourers etc. and all the responsibilities in this regard shall be of the Developer and the Owners shall be kept protected and harmless against any action, if taken against the Owners for non compliance or violation of the said requirements.

9.5 **UTILITIES:** The Developer shall be entitled to utilize the existing available and/or modify or alter or apply for and obtain new connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities (whether temporary or permanent) from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the proposed Complex.

9.6 **COMMON AREAS AND INSTALLATIONS:** The Developer shall identify the Common Areas and Installations in the Subject Property meant jointly or individually for all or any of the individual New Buildings and/or the Subject Property as a whole and/or different phases thereof and also for all or some of the Transferees and/or Transferable Areas.

9.6.1 The Developer shall provide for the availability of Common Areas and Installations on a phase wise basis providing for –

(i) Passages, pathways and driveways for ingress and egress by users of the Subject Property as developed from time to time;

(ii) Electricity, drainage and sewerage and water connections with necessary constructions and equipments thereof;

(iii) Lifts/staircases/elevators wherever applicable in the New Buildings;

(iv) Any other area, installation or facility that the Developer may provide at the Subject Property.

9.6.2 The Developer subject to compliance of existing laws shall be entitled to:-

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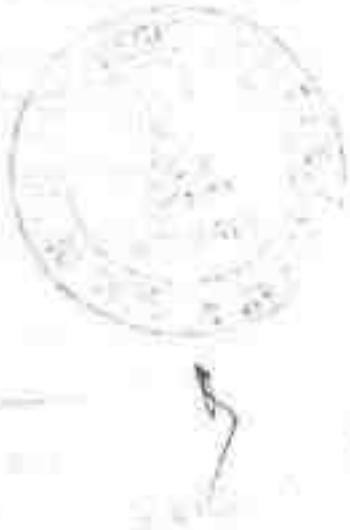

(i) Erect, install and/or operationalize the Common Areas and Installations in phases and gradually;

(ii) Allow or permit only provisional and/or partial use of any of the Common Areas and Installations until Completion of Construction of the Building Complex or until such earlier time as the Developer may deem fit and proper;

(iii) Change the location, dimension, capacity or any other physical or in-built specifications of any Common Areas and Installations in phases and from time to time to erect, install or shift any Portion into any new phase or other portions of the Subject Property;

(iv) Erect temporary or permanent boundary between the different phases and to remove the same at any time or upon the completion of the later phase as the Developer may deem fit and proper;

(v) Impose restrictions and conditions for the use of the Common Areas and Installations;

(vi) Charge, demand, receive or realize any Extras or Deposits in connection with any Common Areas and Installations;

(vii) Provide for separate entrances and other Common Areas and Installations for different groups of Transferees.

9.7 **AREAS:** The carpet area and built-up area in respect of the all the Units shall be as per applicable Real Estate Laws and shall be provided by the Developer and the super built-up area in respect of all the Units and other Transferable Areas in the Building Complex shall be such as be determined by the Developer.

9.8 **BOUNDARY WALL:** The Boundary wall of the Subject Property shall be constructed by the Developer at the costs of the Developer. Any local or other disturbance in respect thereof shall be handled and tackled by the Developer.

9.9 **CALCULATION OF PROPORTIONATE SHARE:** The proportionate share in land and in the Common Areas and Installations attributable to any Unit shall be determined by taking the ratio in which the carpet of such Unit bears to the total carpet area of all the Units for the time being to contain in the New Buildings Provided That insofar as proportionate share in the Common Areas and Installations of individual buildings are concerned the same shall be determined by taking the ratio in which the carpet areas of

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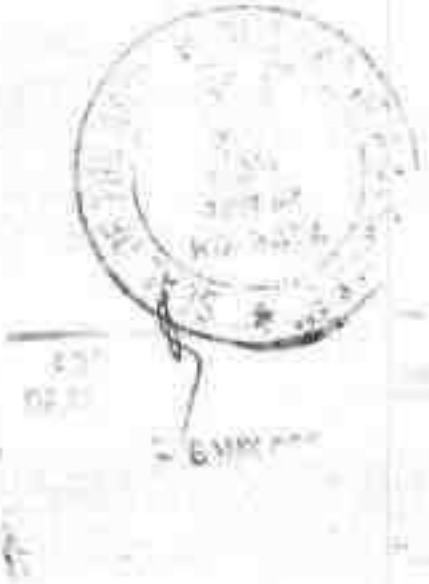

any Unit bears to the total carpet area of all the Units in the concerned building. The parties shall by mutual consent or if required by law, be entitled to vary the basis of determination of proportionate share as aforesaid.

9.10 **MANAGEMENT, CONTROL & AUTHORITY** :With effect from the date of execution of this Agreement, the Developer shall have exclusive and unobstructed right to administer Building Complex. The Owners hereby agree and confirm that the Developer shall have all the authority to carry out the planning and development of the Building Complex including the following:-

9.10.1 to set up site office, put up the hoardings/boards, bring out brochures and commence the preparatory works for Transfer of the proposed Complex at the Developer's cost.

9.10.2 to display the board/hoardings of its group companies at the Subject Property and the Building Complex.

9.10.3 To apply for and obtain all permissions, approvals and clearances from any Appropriate Authorities for all or any of the purposes connected with the planning or development or Transfer of the Building Complex from the Government or any other person.

9.10.4 To sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the Appropriate Authorities or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the Subject Property or any portion thereof and/or for obtaining any utilities and permissions.

9.10.5 To use its own name as the Developer in respect of the Building Complex.

9.10.6 To supervise the construction work in respect of the Building Complex to be carried out in accordance with the Building Plans with all necessary and/or permissible and/or sanctionable additions or alterations and in accordance with all the applicable rules and regulations made by the Appropriate Authorities in its own name.

9.10.7 To represent the Owners before all Appropriate Authorities and Government and also all electricity, water, drainage, sewerage, technology driven and other service providers.

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9.10.8 To pay various fees, costs and charges to the concerned authorities as may be necessary for the purpose of carrying out the development work on the Subject Property and to claim refund of such deposits so paid and to give valid and effectual receipts in connection with the refund of such deposits in its own name or in the name of the Owners or in the joint names, as may be required.

9.10.9 To obtain necessary partial and/or full Completion/Occupancy Certificate from the New Town Kolkata Development Authority and/or other Appropriate Authorities.

9.10.10 The name of the Building Complex shall be such as the Developer may decide. The names of each building thereof shall also be decided by the Developer.

9.11 For all or any of the purposes contained hereinabove and required by the Developer, the Owners shall render all assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time promptly and without any delay, failing which the time periods for construction by the Developer shall stand automatically extended by the periods of delay on the part of the Owners.

9.12 **TIME FOR CONSTRUCTION AND COSTS:**

9.12.1 **TIME FOR CONSTRUCTION:** Subject to the Owners not being in default in compliance of their obligations hereunder, the Developer shall complete the construction of any New Buildings phase-wise and from time to time within **45 (forty-five) months** of the last of (a) the date of sanction of the Building Plans and commencement of construction pursuant thereto, (b) the grant of all clearances and certificates by the appropriate Government authorities to commence and carry out the development of the Building Complex, (c) the vacating of the entirety of the Subject Property by the Owners ensuring vacant and peaceful condition for commencement of construction work thereat and demolition of existing constructions for commencement of construction. There shall be an extended period of 6 (six) months beyond the time for construction mentioned above.

9.12.2 **COMPLETION OF CONSTRUCTION:**

(i) For the purpose of "Completion" the construction of any New Building or block thereof shall be deemed to have been completed on the Developer causing to be constructed the same internally as per the agreed specifications together with ingress and egress therefrom by staircase and lift and together

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with availability of temporary or permanent water, electricity and drainage connections (if and to the extent applicable for such constructed area) and the issuance of Completion/Occupancy Certificate of the Architect in respect thereof;

(ii) The elevation works and decoration and beautification works, relief and land layout works, pavements, permanent connections relating to the common amenities may be part of the last phase of construction of the Building Complex.

9.12.3 **HIDCO COSTS :** The development cost charged by HIDCO in respect of building projects shall be borne and paid by the parties in the Agreed Ratio and the Owners shall pay their share of the costs within 15 days of being demanded by the Developer from the Owners.

9.12.4 **BASEMENT COSTS:** The costs of construction of the basement shall be borne and paid by the parties in the Agreed Ratio.

9.12.5 **COSTS AND EXPENSES:** Unless otherwise expressly mentioned, all fees costs and charges payable for sanction, modification, alteration and/or revision of building plans, all costs of construction and development of the Subject Property and the activities mentioned above in clauses 6 to 9 above shall be borne and paid by the Developer.

9.13 **ADDITIONAL/FURTHER CONSTRUCTION**: Upon sanction of the Building Plans, the Developer shall, if so and as is thereafter possible/permissible to be caused to be sanctioned and constructed, be entitled to apply for sanction of additional/further constructions (including any incremental parking spaces) beyond those sanctioned under the Building Plans. In case such additional area is sanctioned, the same shall form part of the Transferable Areas. The sanction fee and cost of sanction of the same and the costs of construction of this additional area shall be borne and paid by the parties in the Agreed Ratio.

10 **<u>TRANSFER AND MANNER:</u>**

10.1 **TRANSFER:**

10.1.1 **Transferable Areas other than Contingent Residual Areas:** Except any Contingent Residual Areas, the Transfer of the Building Complex and all Transferable Areas therein shall be under the control and management of the Developer. The parties shall Transfer the Transferable Areas to the Transferees selected by the Developer wherein the proportionate undivided shares in the

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land attributable to the concerned Transferable Areas shall be Transferred or agreed to be Transferred by the Owners in the manner hereinafter provided and the constructed areas and all other rights, title or interest shall be Transferred or agreed to be so done by the Developer and the Owners collectively in the manner hereinafter provided. The Transfer of the proportionate share in the land shall be completed upon construction of the Transferable Areas or at such other time as the Developer may require and the consideration for the same and any other right, title or interest thereunder transferred by the Owners shall be the Realizations forming part of the Owners' Allocation Provided That the Owners shall execute and register the final Transfer deeds or deeds upon construction of the concerned Transferable Area and subject however to the receipt of the share of Realizations in respect of the concerned area thereby conveyed in terms hereof.

10.1.2 **Contingent Residual Areas:** The Contingent Residual Areas shall be held by the respective allottees thereof and shall be Transferred by the respective allottees in accordance with the terms and conditions contained hereinafter.

10.2 **MANNER OF TRANSFER:** The parties agree to the following terms and conditions in respect of the Transfer:-

10.2.1 **Authority of Developer:** The Developer shall have the sole and exclusive rights to conduct the day to day Transfer in respect of the Building Complex and all Transferable Areas therein but at the rates and subject to the conditions hereinafter contained.

10.2.2 **Rate and Price for Transfer:** The Developer shall from time to time decide the rate and price for Transfer of the Transferable Areas. The rate and price shall be subject to revision from time to time by the Developer in accordance with the prevailing market conditions. Any sale below Rs.3500/- per square feet of any Unit shall be done by the Developer only with prior written consent of the Owners and Developer.

10.2.3 **Publicity and Branding:** The Developer shall be entitled to advertise for Transfer of the Units, Parking Spaces and other saleable spaces/constructed areas in the Building Complex in all media and to negotiate and settle the price and other terms of transfer with intending Transferees. The branding in respect of the Building Complex shall be done by the Developer using its/group name and brand and those of the marketing agents and other connected persons.

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10.2.4 **Marketing Agents:** The Developer may select, appoint or discontinue the Marketing Agents, brokers, sub-brokers and other agents for Transfer of the Transferable Areas at such charges and terms and conditions as they may deem fit and proper.

10.2.5 **Discounts and Schemes:** In case Transfers are slow or the rates made applicable are not found acceptable in the market, then the Developer shall be entitled to make variations in the same and give such discounts and employ such schemes as would be conducive to transfers of the Transferable Areas upon intimation. In case of a discount or scheme below the rate as mentioned in Clause 10.2.2 of this Agreement, such scheme or discount shall be implemented only after written consent of both the Owners and the Developer.

10.2.6 **Bookings and Allotments:** The Developer shall accept bookings and make allotments, in respect of any Unit, Parking Space or other Transferable Areas in favour of any Transferees and to cancel revoke or withdraw the same if the situation so warrants according to the Developer at the agreed rates and prices.

10.2.7 **Signature to Agreements and Deeds:** The agreements and final Transfer deeds or deeds relating to Transfer of the Units, Parking Spaces and other Transferable Areas shall be executed by both the Owners and the Developer. The Developer shall be at liberty to sign the concerned agreement and deed on behalf of the Owners pursuant to the power of attorney to be conferred to it hereunder or in pursuance hereof.

10.2.8 The Developer shall deliver possession of the Transferable Areas (except Contingent Residual Areas of the Owners) directly to the Transferees thereof.

10.3 **ADVOCATES:** All documents of transfer or otherwise shall be such as be drafted by DSP Law Associates, Advocates of 4D Nicco House, 1B & 2 Hare Street, Kolkata-700001.

10.4 **MARKETING AND ADVERTISEMENT COSTS:** The Owners shall be liable to pay to the Developer and/or persons as the Developer may specify, a sum equivalent to 4% (four percent) of the Owners' Realization Share together with the applicable Goods and Service Tax thereon, towards marketing and advertisement costs. Save the same, all costs and expenses of marketing and publicity, brokerage, commission and like other amounts relating to Transfers shall be paid by the Developer.

10.5 **INTEREST ETC., TO TRANSFEREES ETC.,:** If any liability, interest, damage or compensation payable to any Transferee or other person relating to the Building

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Complex, otherwise than due to delay or default on the part of the Developer or the Owners in compliance of their respective obligations towards them in accordance with the agreements to be entered with the Transferees, the same shall be payable by the parties in the Agreed Ratio.

10.6 **LOANS BY TRANSFEREES:** The Transferees shall be entitled to take housing loans for the purpose of acquiring specific Units and Transferable Areas launched from banks, institutions and entities granting such loans. The Owners and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents etc. as be required in this regard by such banks, institutions and entities Provided That there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Subject Property except the Unit and appurtenances under Transfer and save those occasioned due to cancellation of the agreement with the Transferee.

11 **FINANCE AND MORTGAGE:** The Owners hereby agrees and permits the Developer to obtain loans and finance for development of the Subject Property from any Banks and/or the Financial Institutions and/or Non-Banking Financial Companies and/or Recognized Foreign Direct Investors by mortgaging and charging the Developer's Allocation and the land without however creating any financial obligation upon the Owners and without creating any charge or lien on the Owners' Allocation. The Developer shall indemnify and keep the Owners fully indemnified against any loss damage cost claim action or proceeding suffered by the Owners owing to any delay or default in repayment of the amounts and dues against any such mortgage by the Developer The Owners agree from time to time to provide consents, confirmation and no objections or other documents as may be required for such mortgage or charge to be created by the Developer and also agree to sign necessary loan and other agreements and power of attorney with the bankers or financers in connection with the above.

12 **SECURITY DEPOSIT:**

12.1 The Developer shall deposit with the Owners, a sum of Rs.21,00,000/- (Rupees twenty one lakhs) only as and by way of refundable/adjustable Security Deposit (hereinafter referred to as **"Security Deposit"**) and payable on or before execution of this agreement hereof (the receipt whereof the Owners do hereby as also by the Receipt and Memo hereunder written admit and acknowledge).

12.1.1 Except as otherwise specifically provided herein, the said Security Deposit shall be interest free

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12.2 **REFUND OF SECURITY DEPOSIT:** The Security Deposit amount shall be refunded by the Owners to the Developer within 15 days of Completion of Construction of the first phase of the Building Complex and the Developer notifying the Owners in writing thereabout.

13 **REALIZATIONS, EXTRAS AND DEPOSITS AND DISTRIBUTION:**

13.1 The Owners shall be entitled to 36% (thirty six percent) of the Realizations and the Developer shall be entitled to (a) 64% (sixty four percent) of the Realizations and (b) the entirety of all Extras and Deposits.

13.2 **MODUS OF DISTRIBUTION:** The Developer shall be entitled to receive the Realizations (including booking amounts, earnest money, part payments, consideration), Extras, Deposits and other amounts on any account receivable from the Transferees and other persons in respect of the Building Complex. All Extras, Deposits and amounts other than the Realizations shall be taken separately by the Developer in the name of the Developer alone. All Realizations shall be deposited in a specified joint bank account of the Developer and the Owners (**Special Account**). There shall be standing instructions to the bank holding the Special Account about transfer of the funds therein to the respective bank accounts of the Owners and the Developer as follows:-

13.2.1 The entire Goods and Service Tax shall be transferred to a specified bank account of the Developer for the Developer to comply with the formalities. In case the Goods and Service Tax is superseded or replaced by any other tax or any additional taxes are imposed, then the same shall also be transferred to the specified bank account of the Developer.

13.2.2 After disbursal of the amount in connection with the taxes as per clause 13.2.1 above, the following transactions shall take place from the Special Account, until Completion of Construction of the New Buildings or part thereof in respect of all Transfers made prior to such Completion of Construction:-

(i) A sum equivalent to 2% (two percent) shall be transferred in a separate specified joint bank account of the Developer and the Owners to meet the payments on account of cancellation/refunds of the bookings made by the applicants and other contingencies. This amount shall be credited to and kept in a separate account known as a 'Contingency Fund' and the balance remaining in the said account shall be distributed between the Parties in the Agreed Ratio after the Building Complex is sold jointly and/or the balance transferable area if any is divided between the Owners

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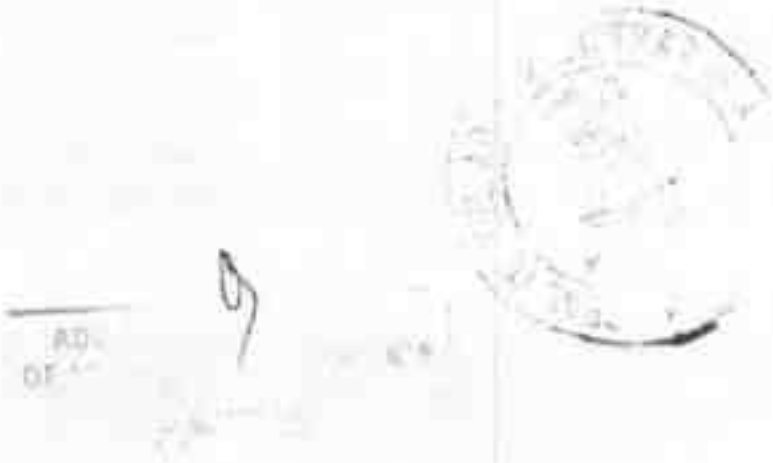

and the Developer. However, in case of there being any shortfall in the Contingency Fund at any time, both the parties shall contribute the shortfall in Agreed Ratio and the Owners shall pay their share within 7 **(seven) days** of being notified in writing by the Developer.

(ii) 1.44% (one decimal forty-four percent) of the Realizations belonging to the Owners to the specified bank account of the Developer towards *pro tanto* payment of the Marketing and Advertizement Cost payable by the Owners in terms of clause 10.4 hereto. The Goods and Service Tax on such costs shall be separately payable by the Owners to the Developer.

(iii) 33.84% (thirty-three decimal eighty-four percent) belonging to the Owners to the specified bank account of the Owners.

(iv) 62.72% (sixty-two decimals seventy-two percent) belonging to the Developer to the specified bank account of the Developer.

[For Example say a sum of Rs.1000/- is receivable as Realization and taking into account GST to be 5%, a total of Rs.1050/- is received from against any Transfer, then out of such Rs.1050/- the following shall be transferred:-

(a) Rs.50/- shall be transferred to the bank account of the Developer in terms of clause 13.2.1 hereto;

(b) Rs.20/- shall be transferred in joint bank account in terms of clause 13.2.2(i) hereto;

(c) Rs.14.40 belonging to the Owners shall be transferred to the bank account of the Developer in terms of clause 13.2.2(ii) hereto;

(d) Rs.338.40 shall be transferred to the Bank Account of the Owners in terms of 13.2.2(iii) hereto.

(e) Rs.627.20 shall be transferred to the Bank Account of the Developer in terms of 13.2.2(iv) hereto

Note: The amounts/figures as stated above are only for the purpose of illustration and shall be subject to variation on the basis of real amounts/figures]

(v) It is clarified that the distribution as per clause 13.2.2 and its sub-clauses above (notwithstanding the example thereafter) shall be subject to the

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provisions of the laws for the time being in force including the Real Estate Laws.

13.2.3 With effect from the Completion of Construction of the New Buildings, after transfer of the amount in connection with the taxes as per clause 13.2.1 above, the following transactions shall take place from the Special Account in respect of all Transfers made whether prior to or after such Completion of Construction:-

(i) 36% (thirty six percent) belonging to the Owners to the specified bank account of the Owners.

(ii) 64% (sixty four percent) belonging to the Developer to the specified bank account of the Developer.

13.3 **EXTRAS AND DEPOSITS:** All Extras and Deposits that may be agreed to be charged by the Developer directly from any Transferee shall be taken and deposited by the Developer separately in its separate bank accounts. The Developer shall be free to add or alter the particulars of Extras and Deposits as mentioned in the **FOURTH SCHEDULE** hereunder written. The residue remaining with the Developer on account of Deposits shall upon formation of the Association in respect of the Building Complex be handed over to such Association by the Developer after adjusting the dues and arrears receivable by the Developer.

13.4 **ACKNOWLEDGMENTS:** The Developer shall be and is hereby authorized to issue receipts on behalf of itself and the Owners for the amounts so received which shall fully bind both the Owners and the Developer.

13.5 **MONTHLY REPORTS:** The Developer shall send to the Owners monthly account statements in respect of debits and credits pertaining to Transfer of Transferable Areas relating to the accounts maintained by the Developer and the Special Account as contemplated above.

13.6 **REVIEW MEETINGS:** There shall be a monthly review meetings at the request of either party to discuss Transfers and Realizations and the Owners shall be free to give their inputs and suggestions in such meetings without affecting the terms and conditions of this agreement.

13.7 **ERRORS AND OMMISSIONS:** All payments made by the parties to each other shall be subject to any errors or omissions and the consequent accounting and settlement when detected.

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13.8 **CONSEQUENCES OF CANCELLATION:** In case due to cancellation of any booking or agreements/contracts or any other reason, any part of the Realizations becomes refundable or payable to any Transferee over and above the balance in the Contingency Fund, the Owners and the Developer shall refund and pay the same to the extent received by them respectively and if any interest or compensation is payable to any Transferee, the Owners and the Developer shall bear and pay the same in the Agreed Ratio.

13.9 **ACCOUNTS:** The Developer shall maintain proper separate accounts pertaining to all the transactions relating to Transfer of the Building Complex and the Extras, Deposits and other amounts received by the Developer in connection therewith.

13.10 **RECORDS AND INSPECTION:** The records of Transfer (including Marketing Costs) of the Complex shall be kept at the place of business of the Developer's office and the Developer shall not change the same without giving advance **15 (fifteen) days** notice to the Owners in respect of the new place so fixed by the Developer. The Owners shall have at all times full and free access and liberty to inspect such separate Books of Accounts of the Developer relating to transactions for Transfer of the Complex. For the purpose of accounting and settlement, the parties shall, if so required by the Developer or found necessary, make all necessary entries and adjustments in their respective books of accounts in respect of their respective shares arising from the Transfer of the Complex.

13.11 **FINAL ACCOUNTS:** After fulfillment of this Agreement or at such time as the parties mutually agree, the final accounts pertaining to the entire period of continuance of this Agreement shall be made and finalized by the parties.

13.12 **ACCEPTANCE OF ACCOUNTS:** The accounts as on any given date shall be deemed to be final and accepted (save for any errors or omissions on the face of the record) if no objection from any party is received in respect thereon within **7 (seven) days** of such given date.

13.13 **ADDITIONAL BANK ACCOUNTS:** In case the Developer so requires, one or more additional bank accounts may be opened in the same or any other bank for which the signatory on behalf of the Owners shall sign all and submit necessary documents and provide all necessary co-operation.

13.14 **FINALITY OF MODUS OF DISTRIBUTION:** The modus of distribution mentioned above shall not be challenged or disputed by the Owners or the Developer without the prior mutual written consent of the parties and in case the same is required to be

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changed, the principals contained in Clause 13.2 shall be implemented in any alternative modus mutually agreed to by and between the parties hereto.

13.15 **OWNERS' LIABILITIES TOWARDS EXTRAS AND DEPOSITS:** The Owners shall not be liable to make any contribution on account of Extras and Deposits in respect of the Transferable Areas that are agreed to be sold/transferred in as much as the same would be collected from the Transferees thereof. The Owners shall however pay the Extras and Deposits in respect of unsold and/or separate areas identified to form part of the Contingent Residual Areas of the Owners and payment for the same shall be made at the same rates as the Transferees have paid the same.

14 **CONTINGENT RESIDUAL AREAS:**

14.1 **Contingent Residual Areas:** In case upon expiry of 30 (Thirty) days from the date of Completion of Construction of the New Buildings, there be or remain unsold Transferable Areas (for which no agreement is entered with any Transferee) (which shall be the Contingent Residual Areas), the parties shall, upon notice in writing given by either party to the other requiring separate allocation and within 10 (Ten) days of delivery of such notice, by mutual consent divide and allocate separate areas in the Building Complex and the following terms and conditions shall apply in connection therewith:-

14.1.1 The Owners and the Developer would be allocated and be entitled to identified units or portions of the Contingent Residual Areas as per the Agreed Ratio. However, if any part of the Security Deposit Amount remains unrefunded to the Developer or any other amount payable by the Owners to the Developer on any account remains unpaid to the Developer, then out of the Contingent Residual Areas allocable to the Owners, the Units containing so much of area as would be equivalent to the unrefunded amounts and other dues, if calculated at 30% (thirty percent) less than the then prevalent booking rates in the Building Complex, shall be adjusted and be excluded from being part of the allocation of the Owners and thenceforth form part of the Developer's Allocation for all intents and purposes.

14.2 The location of the respective identified areas of the parties comprised in the Contingent Residual Areas shall be identified on *pari passu* basis and the areas so identified for the Owners shall belong to the Owners together with the appurtenant Share in the land comprised in the Subject Property and Common Areas and Installations and the areas so identified for the Developer shall belong to the Developer jointly together with the

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appurtenant Share in the land comprised in the Subject Property and Common Areas and Installations.

14.3 All other areas agreed to be transferred or transferred prior to separate identification shall continue to be transferred jointly by the Owners and the Developer on the terms and conditions mentioned in this Agreement.

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

14.5 The Developer shall deliver the identified separate Owners' Allocation to the Owners and retain the Developer's Allocation for its own use or the use of its Transferees thereof.

14.5.1 Transfer of the Contingent Residual Areas: The Owners and the Developer shall be entitled to deal with and dispose of their respective separately Identified allocation forming part of the Contingent Residual Areas to such persons and at such price/consideration as they may respectively deem fit and proper **Provided However That:-**

(i) After the identification of the Contingent Residual Areas, the Owners shall be entitled to execute Agreements for Sale and other deeds and documents in favour of the Transferees of the Contingent Residual Areas comprised in the Owners' Allocation and if necessary, register the same. If requested by the Owners, the Developer shall join as a party in such documents without claiming any additional consideration or money. The dealings of the Owners with regard to the Owners' Allocation shall not in any manner fasten or create any additional financial or monetary liabilities upon the Developer.

(ii) The Owners do hereby accord their consent and authorization to the Developer to enter into the agreements and contracts with the prospective Transferees in respect of the Contingent Residual Areas comprised in the Developer's Allocations or any part thereof without making the Owners a party thereto. However, if so required by the Developer, the Owners shall, notwithstanding the consent and authorization above, and without claiming any consideration or money, join in as confirming party to all such agreements and contracts.

(iii) Neither party shall make any commitment or enter upon any term which is or may be repugnant to or contrary to those contained or otherwise affects or

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prejudices the scope of the respective rights and obligations of the parties hereto herein;

(iv) Neither party shall execute and register the sale deeds and other instruments in respect of completion of sale or transfer in respect of any part of the Building Complex, till the Developer decides the same;

(v) Any transfer by any party shall be at its own respective risks and consequences;

(vi) The Owners shall not be entitled to sell and transfer the Contingent Residual Areas forming part of the Owners' Allocation at prices less than those offered by the Developer in respect of the Contingent Residual Areas forming part of the Developer's Allocation at the material time subject to a leverage/variation of 5% (five percent) without the prior written consent of the Developer.

(vii) The sale of the Units may be done on carpet or built-up or super built-up or other basis as the Developer may from time to time decide for the entire or any part of the Building Complex.

(viii) All amounts and consideration receivable by the Developer under any agreements, contracts and deeds in respect of the Contingent Residual Areas comprised in the Developer's Allocation shall be to the account of and shall be received realised and appropriated by the Developer exclusively and the Owners shall have no concern therewith.

(ix) Subject to the other provisions hereof, all amounts and consideration receivable by the Owners under any agreements, contracts and deeds in respect of their respective portions of the Owners' Allocation shall be received realised and appropriated by them respectively exclusively and the Developer shall have no concern therewith.

(x) The Owners shall cause to be paid by the intending Transferees of the Owners' Allocation, the Extras and Deposits in favour of Developer.

(xi) The parties shall appoint one or more common marketing agents to be decided by the parties mutually.

14.5.2 Notice of completion of the Owners' Contingent Residual Areas: The delivery from time to time of the Contingent Residual Areas identified exclusively for the Owners shall be intimated by the Developer to the Owners by way of **7 (seven) days** notice in writing. Within 15 (fifteen) days of the Owners receiving such Notice to take

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possession, the Owners shall take possession of the notified areas. Unless the Owners take possession within 15 (fifteen) days upon receiving the Notice of Completion as aforesaid, they shall be deemed to have taken possession of such notified areas on expiry of such notice period of 15 (fifteen) days.

14.5.3 Save as aforesaid all other terms and conditions of this Agreement shall apply *mutatis mutandis*.

15 COMMON PURPOSES AND MAINTENANCE IN-CHARGE:

15.1 COMMON PURPOSES: Each of the Owners and the Developer and all Transferees of their respective allocations shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Developer and adopted for or relating to the Common Purposes in consultation with the Owners. Furthermore, while dealing with and/or entering into any agreements and other documents of transfer of their respective allocations or any part thereof, the Owners and the Developer shall respectively necessarily incorporate all rules, regulations restrictions and conditions framed by the Developer in consultation with the Owners as aforesaid.

15.2 MAINTENANCE IN-CHARGE:

15.2.1 The Developer shall upon Completion of Construction of the Building Complex form one or more Maintenance Company and/or Association for the Common Purposes and till then, the Developer or its nominee shall be in charge for the Common Purposes. It is expressly agreed and understood that so long as the Developer or its nominee be the Maintenance In-charge, the Owners and/or their nominees or transferees shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred. Further the Developer shall not be bound to continue with such responsibility of administration of the Common Purposes beyond 6 (six) months from the Completion of Construction of the Building Complex.

15.2.2 Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Developer shall be free to appoint different agencies or organizations for any activities relating to Common Purposes at such consideration and on such terms and conditions as the Developer may deem fit and proper in consultation with the Owners' Named Representative. All charges of such agencies and organizations shall be part of the Common Expenses.

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15.2.3 Notwithstanding any formation of Association or handover of charge to it, neither the Association nor the members thereof or any Transferee shall be entitled to frame any rule or regulation or decide any condition which may affect any right or privileges of the parties hereto.

16 COVENANTS BY THE OWNERS:

16.1 The Owners do hereby covenant with the Developer as follows:-

16.1.1 That the Owners hereby covenant that each and every representation made by the Owners hereinabove are all true and correct and agree and covenant to perform each and every representation and covenant and the failure in such performance or detection of any representation as false (partially or wholly) or incorrect or misleading shall amount to breach and default of the terms and conditions of this Agreement by the Owners and all consequences in respect thereof shall be for and to the account of and borne and paid by the Owners.

16.1.2 That with effect from the date of execution hereof, the Owners shall neither deal with, transfer, let out or create any Encumbrance in respect of the Subject Property or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.

16.1.3 That the Owners shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Developer.

16.1.4 That the Owners shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.

16.1.5 That the Owners shall not cause any interference or hindrance in the sanction/modification/addition/alteration of Building Plans in terms hereof, construction and development at the Subject Property by the Developer and/or Transfer of the Developer's Allocation and not to do any act deed or thing whereby any right of the Developer hereunder may be affected.

16.1.6 That for all or any of the purposes contained in this Agreement, the Owners shall render all assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawful ly or reasonably required by the Developer from time to time.

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16.1.7 That the Owners shall ensure that it shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement and shall keep the Developer and all persons deriving right from the Developer fully saved harmless and indemnified from and against all losses, damages, costs, claims, demands, actions or proceeding that may be suffered or incurred by them or any of them in this regard.

16.1.8 All obligations of the Owners hereto shall be complied with by all of them and failure of any one of them shall be failure of all the Owners.

16.2 The Owners will bear and pay any tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force on the Owners' Allocation.

16.3 **Authority of Owners' Named Representative**: Unless changed by the Owners hereafter and communicated to the Developer in writing, only the Owners' Named Representative shall be and is hereby authorized by the Owners to deal with the Developer in all matters involving the Building Complex. The acts of the Owners' Named Representative in all matters referred to herein shall bind the Owners, except that no notice of termination or revocation of this Agreement or the Power of Attorney can be issued by the Owners' Named Representative. However it is expressly made clear that the Owners' Named Representative shall not be made solely liable and/or responsible for failure of any obligation on the part of any of the Owners or for any non payment in case of default of all or any of the Owners.

16.4 **COVENANTS BY THE DEVELOPERS:** The Developer do hereby covenant with the Owners as follows:-

16.4.1 That each and every representation made by the Developer hereinabove are all true and correct and agrees and covenants to perform each and every representation.

16.4.2 That the Developer do hereby agree and covenant with the Owners not to do any act deed or thing whereby any right or obligation of the Owners hereunder may be affected or the Owners are prevented from making or proceeding with the compliance of the obligations of the Owners hereunder.

16.4.3 That the Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and shall not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.

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16.4.4 That the Developer shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Owners but may enter upon a LLP or Company amongst each other and/or joint venture, collaboration, tie-up with any person and also to appoint sub-Developer as the Developer may deem fit and proper. However the obligations of the Developer hereunder shall not be affected thereby.

16.5 GST AND TDS ETC.:

16.5.1 The parties shall respectively discharge statutory compliances in respect of TDS or Income Tax related compliances as well as Goods and Service Tax in respect of their respective rights, benefits and obligations under or arising out of this agreement. As for the Transferable Areas other than the Contingent Residual Areas, the Developer shall be solely responsible for the compliances of collection and deposit of Goods and Service Tax. If there be any statutory requirement which obliges the Owners to register or pay, then the Owners shall comply with same.

16.5.2 The Owners will bear the GST or any other tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force pertaining to the Owners' Allocation, if and as applicable. The Developer will bear the GST or any other tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force pertaining to the Developer's Allocation, if and as applicable.

17 **FORCE MAJEURE:** Notwithstanding anything elsewhere to the contrary contained in this Agreement, the parties hereto shall not be considered to be in default in performance of the obligations or be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the force majeure and time for performance shall remain suspended during the duration of the force majeure.

18 POWERS OF ATTORNEY:

18.1 The Owners shall with the execution of these presents execute and/or register one or more Powers of Attorney in favour of the Developer and/or the Developer's nominated persons being namely Harish Kumar Giria and Sagar Kumar Giria or such other person as may be nominated from time to time granting all necessary powers and authorities to effectuate and implement this Agreement (including for preparation/sanction/modification/alteration of Building Plans, construction and

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development of the Subject Property and for all temporary/permanent utilities thereat, sale or otherwise transfer of the Transferable Areas and shares in land all share right title and interest of the Owners in the Building Complex, other than any portion of the Owners in Contingent Residual Areas or any unilateral action resulting in modification of the agreement that affects the Owners along with the Developers and also otherwise under this Agreement and agree not to modify or alter the same and such power shall subsist during the subsistence of this Agreement.

18.2 If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned herein, the Owners shall grant the same to the Developer and/or its nominees at the latter's costs and expenses and agree that the same shall also subsist during the subsistence of this Agreement.

18.3 **AUTHORITY AND ADDITIONAL POWERS:** It is understood that to facilitate the Building Complex, various acts deeds matters and things not herein specified may be required to be done by the Developer for which the Developer may need the authority of the Owners for making or signing of various applications and other documents relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.

18.4 The said power or powers of attorney to be so granted by the Owners to the Developer and/or its nominee/s shall form an integral part of this Agreement and the Owners shall not be entitled to revoke, modify or alter the same without the prior written consent of the Developer.

19 **PROPERTY TAXES AND OUTGOINGS:** Till the date of the commencement of construction of the New Buildings, all Khajana, taxes and outgoings (including arrears) on account of municipal/property tax, land tax and other outgoings shall be borne and paid by the Owners and those arising for the period thereafter and until Completion of Construction in such phase shall be borne and paid by the parties hereto in the Agreed Ratio Provided That upon construction of any phase of Development at the Subject Property, all Khajana, taxes and outgoings shall be borne paid and discharged by the Transferees and for non alienated areas by the parties hereto in the Agreed Ratio.

20 **ADDED AREAS**

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20.1 In case the Owners or any of them or any person claiming through under or in trust for it or any group or associate company or organization or person acquire any property not forming part of the Subject Property but adjacent thereto , then the Owners shall be bound to give a first right of refusal in respect thereof to the Developer on a ratio to be specified in the offer of the Owners but otherwise on the same terms and conditions as applicable to the Subject Property.

20.2 The Developer may negotiate with the owners or occupiers of any other property adjacent to the Subject Property for including the same within the Subject Property on such terms and conditions as the Developer may deem fit and proper Provided That the same does not reduce the Owners' Allocation. In such event, all benefits arising out of such inclusion shall exclusively belong to the Developer.

21 **DUE DATE FOR PAYMENT GENERALLY:** Any amount required to be paid or contributed by any party in terms hereof shall, unless otherwise expressly mentioned herein, be paid by the concerned party to the other party within 15 (fifteen) days of the concerned party raising its demand in respect thereof and failure to pay shall attract interest @ 18% (eighteen) per annum thereon.

21.1 **FINAL DECISION IN RESPECT OF MATTERS TO BE CONSULTED:** Except as specifically provided in this Agreement to the contrary, in all those matters agreed to be decided or carried out by the Developer in consultation with the Owners, if there is any dispute or lack of consensus on any point or issue relating to the development and construction, the same shall be mutually resolved by the parties hereto in the best interest and spirit of the development of the Subject Property.

21.2 **INDEMNITY BY OWNERS:** At all times hereafter the Owners hereto shall indemnify and agree to keep the Developer, saved, harmless and indemnified in respect of gross negligence, mismanagement, fraud and otherwise in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due to any representation of the Owners being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Owners.

21.3 **INDEMNITY BY DEVELOPER:** At all times hereafter the Developer hereto shall indemnify and agree to keep the Owners, saved, harmless and indemnified in respect of gross negligence, mismanagement, fraud and otherwise in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Owners and arising due to any representation of the Developer being found to be false or

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misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Developer.

21.4 **STAMP DUTY AND REGISRATION CHARGES:** All stamp duty, registration charges, legal expenses and other allied expenses in connection with the registration of this Agreement shall be borne and paid by the Owners and the Developer equally.

21.5 **NO PARTNERSHIP OR AOP:** The Owners and the Developer has entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an Association of Persons (AOP).

21.6 **NOT A PRESENT TRANSFER:** Nothing in this Agreement is intended to or shall be construed as a transfer of possession of the Subject Property at present in favour of the Developer.

21.7 **WAIVERS:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. A waiver on any occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.

21.8 **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written oral or implied.

21.9 **PART UNENFORCEABILITY:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.

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21.10 **MODIFICATIONS:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the Owners and the Developer.

22 **CUSTODY OF ORIGINAL AGREEMENT:** The Developer and the Owners will execute this agreement in duplicate. The original shall be retained by the Developer and the duplicate counterpart by the Owners.

23 **DEFAULTS AND CONSEQUENCES:**

23.1 **DEFAULTS OF OWNERS:** In case the Owners fail and/or neglect to make out and maintain a marketable title to the Subject Property or any part thereof or in case the Owners fail to comply with any of their obligations mentioned in this Agreement in the manner or within the period stipulated therefor, the Developer shall give a notice, in writing, to the Owners giving time of 30 (thirty) days to remedy the default or breach and in case the Owners fail to remedy the same within such 30 (thirty) days, the Owners shall be liable to pay interest @ 18% (eighteen percent) per annum on the Security Deposit and all other amounts for the time being paid or incurred by the Developer on any account relating to the Building Complex and its development and Transfer, for the period of delay and without affecting the obligation to pay interest as above, the Developer shall be entitled to take any one or more of the following recourses in any priority or order as the Developer shall deem fit and proper:-

23.1.1 To itself try and attempt the compliance of the obligation under default, at the cost and expense of the Owners and by paying such amounts and in such manner and on such terms and conditions as the Developer may deem fit and proper and without being liable to the Owners for the result of such attempt. The period taken for such attempt or the compliance pursuant to such attempt shall automatically be added to the Time for Construction granted to the Developer under clause 9.12.1 hereto.

23.1.2 To exclude the portion or portions as may be the subject matter of such default from being part of the Subject Property and to continue the Building Complex in the balance portion. In case of any such exclusion, the Subject Property shall be varied accordingly.

23.1.3 To sue the Owners for specific performance of the contract.

23.1.4 To cancel the contract envisaged herein in respect of whole or part of the Subject Property and in such event the consequences of Cancellation as envisaged in Clause 23.3 shall be followed.

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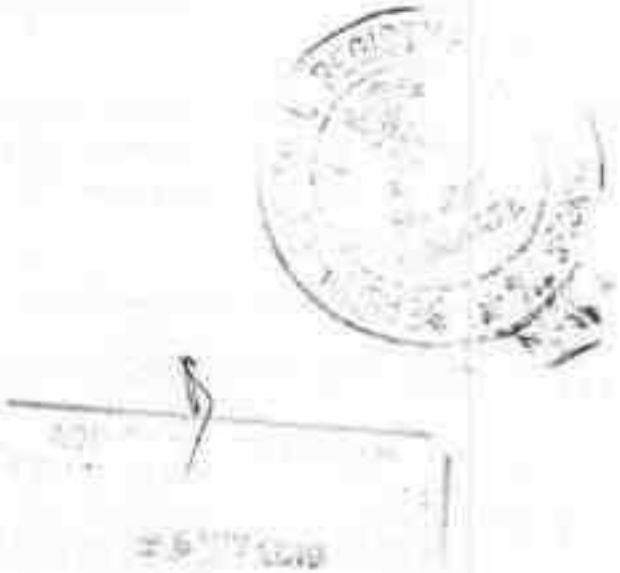

23.2 **EFFECTS OF THE DEVELOPERS CARRYING OUT THE OBLIGATIONS OF THE OWNERS:** In case the Developer attempting the compliance of the obligation of the Owners under default, the amounts, costs and expenses paid or incurred by the Developer together with interest @ 18% (eighteen percent) per annum thereof shall be the liability of the Owners exclusively and the Developer shall have a lien on the Owners' Allocation for such amount. The amount and interest shall be adjustable firstly out of the share of Realizations receivable by the Owners and the parties shall instruct the Bankers for necessary adjustment of the same and any residue shall be adjustable against the Contingent Residual Areas of the Owners.

23.3 **CONSEQUENCES OF CANCELLATION:** In case the Developer cancels this Agreement, then notwithstanding anything elsewhere to the contrary contained in this Agreement the following consequences shall apply:

23.3.1 Any cancellation affecting part of the Subject Property shall not affect the continuance of this Agreement in respect of the remaining parts of the Subject Property.

23.3.2 Any Realization received by either party from the Transferees and required to be refunded owing to cancellation, shall be refunded by the recipient parties respectively and they each shall respectively be liable for any other claims of the Transferees.

23.3.3 The entire Security Deposit and all other amounts on any account paid or incurred by the Developer on the Subject Property including on its planning or development or otherwise together with all interest, compensation and damages payable by the Owners, shall immediately and in any event within 7 (seven) days of being demanded by the Developer, become refundable by the Owners to the Developer.

23.3.4 Nothing contained in the last preceding sub-clauses shall affect the other rights and remedies of the Developer.

23.4 **DEFAULTS BY THE DEVELOPERS:** In case the Owners comply with and/or are ready and willing to carry out their obligations as stated herein and the Developer fails and/or neglects to construct the Building Complex within the stipulated period, the Developer shall be allowed a grace period of 6 (six) months for the same and in case the Developer still fails to so construct within the grace period in respect thereof and in which case the Developer shall pay to the Owners a sum of Rs. 100000/- (Rupees One Lakh) only per month as pre-determined compensation Provided That in case the delay

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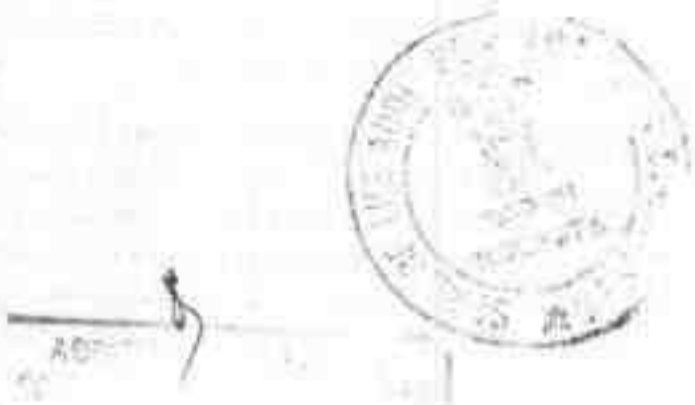


extends beyond 12 (twelve) months from the stipulated date and grace period, then the Owners will be entitled to sue the Developer for specific performance of the contract and/or damages.

23.5 **UNILATERAL CANCELLATION:** Neither party hereto can unilaterally cancel or rescind this Agreement at any time unless such party is entitled to do so by express terms of this Agreement contained elsewhere herein upon default of the other party.

23.6 **CHOICE OF REMEDIES:** It is clarified that the exercise of any one or more remedy by any party shall not be or constitute a bar for the exercise of any other remedy by the concerned party at any time. Furthermore, the liability of the Owners to pay interest at the rate and in terms of the other clauses of this Agreement shall continue for the entire duration until payment/repayment of the entire dues irrespective of the exercise of the other remedies by the Developer and without affecting the other liabilities of the Developer hereunder.

24 **ACQUISITION AND REQUISITION:**

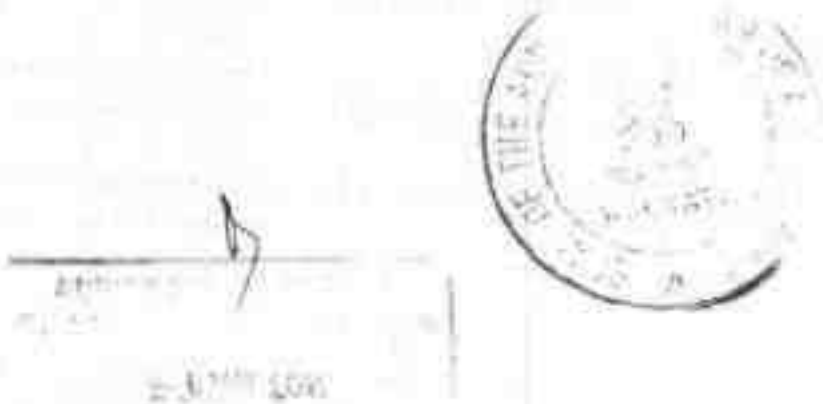
24.1 Except as contained in Clause 24.3 hereto, in case the Subject Property and/or any portion thereof is acquired or is requisitioned by the Government or any other Body or Authority hereafter but before the Completion of Construction of the Building Complex or the phase on such affected portion and issuance of Completion Certificate thereof by the Architect in respect thereof, then in that event the parties shall contest and challenge such acquisition. If however, acquisition or requisition becomes inevitable, then the parties shall have the following options:-

(i) **Either** to exclude the portion or portions as may be the subject matter of such acquisition or requisition from being part of the Subject Property and to continue the Building Complex in the balance portion. In case of any such exclusion, the Subject Property shall be varied accordingly and the compensation received in respect of the acquisition or requisition of the acquired portion shall belong to the parties in the Agreed Ratio;

(ii) **Or** to cancel this Agreement in its entirety in which event the Consequences of Cancellation mentioned in Clause 23.3 shall apply.

24.2 The Developer shall have a lien and first charge on the amount awarded in respect of such acquisition or requisition towards amounts receivable or recoverable by the Developer in either of the eventualities contemplated in Clause 24.1 above.

Kiran Dhelia



24.3 **ACQUISITION AND REQUISITION AFTER COMPLETION OF THE BUILDING COMPLEX IN ANY PHASE:** In case the Subject Property or any part thereof is acquired or requisitioned after Completion of Construction of the Building Complex in respect thereof or the Phase on the affected portion, then in that event the respective Transferees and allottee parties shall directly contest the acquisition or requisition proceeding and any compensation in respect of the respective areas shall belong to them respectively and otherwise proportionately.

25 **NOTICES:** All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of despatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered speed post without the same being served. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.

26 **ARBITRATION:** All disputes and differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/or the Subject Property or determination of any liability shall be referred to arbitration and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being in force. In connection with the said arbitration, the parties have agreed and declared as follows:

26.1.1 The Arbitration Tribunal shall have summary powers and will be entitled to lay down their own procedure.

26.1.2 The Arbitration Tribunal will be at liberty to give interim orders and/or directions.

26.1.3 The parties agree to abide by all their directions and/or awards and not to challenge the same in any manner whatsoever or howsoever.

27 **JURISDICTION:** Only the Calcutta High Court and those having territorial jurisdiction over the Subject Property shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this Agreement or connected therewith including the arbitration as provided hereinabove.

SECTION-IV # SCHEDULES

Kiran Dhelia

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES

THE FIRST SCHEDULE ABOVE REFERRED TO:

(SUBJECT PROPERTY)

ALL THAT the piece or parcel of land containing an area of 83 satak or 0.83 acre more or less situate lying at and being divided and demarcated portion of R.S. and L.R. Dag No. 463 and the entire Dag Nos. 462 and 465 recorded in L.R. Khatian Nos. 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580 and 2581 (as described below) together with several dwelling rooms thereat admeasuring 2100 Square feet in in Mouza Chakpanchuria, J. L. No. 33, Police Station – New Town (formerly Rajarhat), within Patharghata Gram Panchayet in the District of North 24 Parganas:

R.S. Dag	L.R. Dag and Khatian Number	Total Area in Dag	Area of Dag being subject matter of development
Dag No. 462	Dag No. 462 recorded in Khatian Nos. 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580 and 2581	0.53 acre	0.53 acre
Dag No. 463	Dag No. 463 recorded in Khatian Nos. 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580 and 2581	0.45 acre	0.29 acre
Dag No. 465	Dag No. 465 recorded in Khatian Nos. 2575, 2576, 2577, 2578 and 2579.	0.01 acre	0.01 acre
		Total	**0.83 acre**

The Subject Property is delineated in the Plan annexed hereto duly bordered thereon in **RED** and the same is butted and bounded as follows:

On the **North** : Partly by each of R.S. Dag Nos. 445 and 460;
On the **South** : By R.S. Dag No. 2224;
On the **East** : Partly by each of R.S. Dag Nos. 467, 461 and 460; and
On the **West** : By 18 feet wide Public Road.

Kiran Dhelia

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated buried bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(TENTATIVE COMMON AREAS AND INSTALLATIONS)

1. **Common Areas & Installations at any Block:**

1.1 Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the installation of two lifts at the Designated Block.

1.2 Electrical installations with main switch and meter and space required therefore in the Building.

1.3 Overhead water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the Building.

1.4 Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.

2. **Common Areas & Installations at the Building Complex:**

2.1 Electrical installations and the accessories and wirings in respect of the Building Complex and the space required therefore, if installed.

2.2 Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Buildings.

2.3 Water waste and sewerage evacuation pipes and drains from the several buildings to the public drains.

THE THIRD SCHEDULE ABOVE REFERRED TO :
SPECIFICATIONS

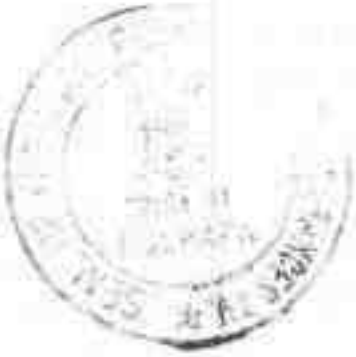
1.1.1 **Structure:** RCC Superstructure.

1.1.2 **Internal walls:** Cement plastering overlaid with Plaster-of-Paris or AAC Block Brickwork overlaid with Putty or Punned Paris.

1.1.3 **Doors:** Wooden door frame with flush door.

1.1.4 **Windows:** Sliding Aluminum windows with large panes.

Kiran Dhelia



1.1.5 **Flooring:**

(i) Vitrified tiles flooring in living/dining room and bedrooms.

(ii) Ceramic anti skit tiles in bathrooms.

1.1.6 **Balcony:**

(i) Decorative MS railings up to 3 Feet Height.

(ii) Provision for full balcony grill (as per design approved by the developer) at extra cost.

(iii) Anti-skid Ceramic Floor Tiles.

1.1.7 **Kitchen:**

(i) Granite top platform with stainless steel sink.

(ii) Ceramic tiles dado above platform.

1.1.8 **Toilets:**

(i) Ceramic wall tiles up to door height.

(ii) Stainless steel CP fittings.

(iii) Western style WC in all bathrooms.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
EXTRAS AND DEPOSITS

Extras shall include:

(i) Additions or alterations made in the Unit/Flat at the instance of the Transferees/buyers;

(ii) Any type of taxes like GST, local taxes, and other statutory levy or tax, etc. payable to any government authority or local body (without however affecting the provisions in respect thereof under the operative part of the Agreement above;

(iii) All costs, charges, deposits and expenses on account of bringing electricity lines/connections, HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts payable to the electricity service provider;

(iv) All costs, charges, deposits and expenses on account of brining water lines/connections and all the amounts payable to the provider thereof;

(v) All costs, charges and expenses on account of one or more generators and the like, or her power back-up equipment and all their accessories (including cables, panel and the like) for the Complex;

Kiran Dhelia

(vi) For Recreation Facilities;

(vii) For Air-Conditioning of the Apartment (living/dining room and all bedrooms)

(viii) Legal Charges;

(ix) Mutation Charges post registration;

(x) Nomination Charges;

(xi) Rule 26 Charges.

Deposits shall include:

(i) Maintenance Deposit for 18 months or actual, whichever is higher;

(ii) Sinking Fund Deposit;

THE FIFTH SCHEDULE ABOVE REFERRED TO;
INTERNAL AGREED PROPORTION

SL No.	Name of OWNERS	%age of each of the Owners out of total 100%
1.	PUSHAPRATAN SUPPLIERS PRIVATE LIMITED	4%
2.	GULSHAN MERCHANDISE PRIVATE LIMITED	4%
3.	TOPVIEW VANIJYA PRIVATE LIMITED	4%
4.	BRIJBHUMI TRADECOM PRIVATE LIMITED	4%
5.	SUBHDATA VINCOM PRIVATE LIMITED	4%
6.	SUBHDHAN TRADECOM PRIVATE LIMITED	4%
7.	LILYGOLD VINCOM PRIVATE LIMITED	4%
8.	DHANLABH DEALTRADE PRIVATE LIMITED	4%
9.	DHANRAKSHA TRADECOM PRIVATE LIMITED	4%

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(CHAIN OF TITLE)

A1. Re: R.S. and L.R. Dag No. 462 containing an area of 0.53 acre more or less:

Kiran Dhelia

KOLKATA

(i) One Dasharathi Chattopadhyay, Shyamal Dhan Chattopadhyay, Kiranmoy Chattopadhyay and Ardhangshu Chattopadhyay were the full and absolute owners of **ALL THAT** piece and parcel of land containing an area of 53 satak or 0.53 acre more or less comprised in R.S. and L.R. Dag no. 462 in Mouza Chakpanchuria, J.L. No.33, Police Station Rajarhat (presently New Town) in the District of North 24 Parganas hereinafter referred to as "the **Dag 462 Property**".

(ii) By a Sale Deed dated 1st March 1968 and registered with the Sub-Registrar, Cossipore Dum Dum in Book I Volume No. 38 Pages 1 to 3 Being No. 1708 for the year 1968, the said Dasharathi Chattopadhyay, Shyamal Dhan Chattopadhyay, Kiranmoy Chattopadhyay and Ardhangshu Chattopadhyay for the consideration therein mentioned sold conveyed and transferred unto and to one Harendra Nath Baidya (since deceased) and Bhupendra Nath Baidya (also known as Bhupendra Baidya) the Dag 462 Property, absolutely and forever.

(iii) Upon purchase as aforesaid the said Harendra Nath Baidya and Bhupendra Nath Baidya caused their names to be mutated as Raiyats in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of the Dag 462 Property under L.R. Khatian Nos. 1887 and 1188 respectively.

A2. Re: R.S. and L.R. Dag No. 463 containing an area of 0.29 acre more or less:

(i) One Radha Sardar, Kristo Sardar and Shib Bala Dasi were the full and absolute owners of **ALL THAT** piece and parcel of land containing an area of 28.2 satak or 0.282 acre more or less comprised in R.S. and L.R. Dag no. 463 (corresponding to C.S. Dag No. 456 recorded in C.S. Khatian no.13) in Mouza Chakpanchuria, J.L. No.33, Police Station Rajarhat (presently New Town) in the District of North 24 Parganas.

(ii) By a Sale Deed dated 2nd April 1976 and registered with the Sub-Registrar, Cossipore Dum Dum in Book I Volume 52 Pages 39 to 43 Being No. 2456 for the year 1976, the said Radha Sardar, Kristo Sardar and Shib Bala Dasi for the consideration therein mentioned sold conveyed and transferred unto and to the said Harendra Nath Baidya and Bhupendra Nath Baidya the said 28.2 satak in Mouza Chakpachuria, absolutely and forever.

(iii) The said Harendra Nath Baidya and Bhupendra Nath Baidya were also jointly seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land containing an area of 0.80 satak or 0.0080 acre more or less comprised in R.S. and L.R. Dag No. 463 in Mouza Chakpanchuria,

Kiran Dhelia

SEAL OF THE ADDL. DISTRICT REGISTRAR
KOLKATA

J.L. No.33, Police Station Rajarhat (presently New Town) in the District of North 24 Parganas. The said 28.2 satak and 0.80 satak aggregating to 29 satak in Mouza Chakpanchuria, J.L. No.33, Police Station Rajarhat (presently New Town) in the District of North 24 Parganas is hereinafter referred to as "the **Dag 463 Property**".

A3. **Re: R.S. and L.R. Dag No. 465 containing an area of 0.01 acre more or less:**

(i) The said Harendra Nath Baidya and Bhupendra Nath Baidya were also the recorded owners and jointly seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land containing an area of 1 Satak or 0.01 acre comprised in entire R.S. and L.R. Dag no. 465 in Mouza Chakpanchuria, J.L. No.33, Police Station Rajarhat (presently New Town) in the District of North 24 Parganas hereinafter referred to as "the **Dag 465 Property**".

A4. The Dag 462 Property, Dag 463 Property and Dag 465 Property are collectively referred to as the Subject Property.

A5. The said Harendra Nath Baidya died intestate on 24th October 2004 leaving him surviving his wife, namely Kamini Baidya (also known as Kamini Bala Baidya), three sons namely Mahadeb Baidya (since deceased), Sahadeb Baidya and Sibnath Baidya (also known as Sibpada Baidya) and three daughters namely Lilabati Mondal, Sunita Mondal and Anita Mondal (also known as Rupali Mondal) as his only heirs and legal representatives who all upon his death inherited and became entitled to his entire part or share of an in Subject Property, absolutely and in equal shares.

A6. The said Mahadeb Baidya died intestate on 28th November 2008 leaving him surviving his wife namely Golapi Baidya, two sons namely Pallav Baidya and Anup Baidya and three daughters namely Bishakha Mondal, Bijli Gayan and Anjali Naskar as his only heirs and legal representatives who all upon his death inherited and became entitled to his entire part or share of an in Subject Property, absolutely and in equal shares.

A7. By virtue of the following 12 sale deeds all dated 2nd November 2010 and all registered with the District Sub-Registrar-II, North 24 Parganas the said Kamini Baidya, Golapi Baidya, Pallav Baidya, Anup Baidya, Bishakha Mondal, Bijli Gayan, Anjali Naskar, Sahadeb Baidya, Sibnath Baidya, Lilabati Mondal, Sunita Mondal, Anita Mondal and Bhupendra Nath Baidya for the consideration therein respectively mentioned sold conveyed and transferred their entire part or share of and in the Subject Property unto and to the Owners hereto, absolutely and forever

Kiran Dhelia

(i) Deed of Conveyance and registered in Book 1 CD Volume 44 Pages 1339 to 1361 Being No. 12702 for the year 2010, the said Kamini Bala Baidya sold to Pushapratan Suppliers Private Limited (the Owner No. 1.1.6 hereto) **ALL THAT** piece and parcel of land containing a land area of 3.79 satak in Dag 462 Property, 2.07 satak in Dag 463 Property and 0.07 satak in Dag 465 Property out of the Subject Property.

(ii) Deed of Conveyance and registered in Book 1 CD Volume 44 Pages 1264 to 1288 Being No. 12699 for the year 2010, the said Sunita Mondal sold to Topview Vanijya Private Limited (the Owner No. 1.1.7 hereto) **ALL THAT** piece and parcel of land containing a land area of 3.79 satak in Dag 462 Property, 2.07 satak in Dag 463 Property and 0.07 satak in Dag 465 Property out of the Subject Property.

(iii) Deed of Conveyance and registered in Book 1 Volume 44 Pages 1218 to 1241 Being No. 12697 for the year 2010, the said Anita Mondal sold to Topview Vanijya Private Limited (the Owner No. 1.1.7 hereto) **ALL THAT** piece and parcel of land containing a land area of 3.79 satak in Dag 462 Property, 2.07 satak in Dag 463 Property and 0.07 satak in Dag 465 Property out of the Subject Property.

(iv) Deed of Conveyance and registered in Book 1, CD Volume 44 Pages 1131 to 1154 Being No. 12693 for the year 2010, the said Lilabati Mondal sold to Gulshan Merchandise Private Limited (the Owner No. 1.1.8 hereto) **ALL THAT** piece and parcel of land containing a land area of 3.79 satak in Dag 462 Property, 2.07 satak in Dag 463 Property and 0.07 satak in Dag 465 Property out of the Subject Property.

(v) Deed of Conveyance and registered in Book 1 Volume 44 Pages 1090 to 1111 Being No. 12691 for the year 2010, the said Sahadeb Badiya sold to Pushapratan Suppliers Private Limited (the Owner No. 1.1.6 hereto) **ALL THAT** piece and parcel of land containing a land area of 3.79 satak in Dag 462 Property, 2.07 satak in Dag 463 Property and 0.07 satak in Dag 465 Property out of the Subject Property.

(vi) Deed of Conveyance and registered in Book 1 CD Volume 44 Pages 1289 to 1312 Being No. 12700 for the year 2010, the said Sibnath Badiya sold to Gulshan Merchandise Private Limited (the Owner No. 1.1.8 hereto) **ALL THAT** piece and parcel of land containing a land area of 3.79 satak in Dag 462

Kiran Dhelia

Property, 2.07 satak in Dag 463 Property and 0.07 satak in Dag 465 Property out of the Subject Property.

(vii) Deed of Conveyance and registered in Book 1 CD Volume 44 Pages 1313 to 1338 Being No. 12701 for the year 2010, the said Golapi Baidya, Pallav Baidya, Anup Baidya, Bishakha Mondal, Bijli Gayan and Anjali Naskar sold to Brijbhumi Tradecom Private Limited (the Owner No. 1.1.9 hereto) **ALL THAT** piece and parcel of land containing a land area of 3.79 satak in Dag 462 Property, 2.07 satak in Dag 463 Property and 0.08 satak in Dag 465 Property out of the Subject Property.

(viii) Deed of Conveyance and registered in Book 1 CD Volume 44 Pages 1197 to 1217 Being No. 12696 for the year 2010, the said Bhupendra Nath Baidya sold to Shubhdata Vincom Private Limited (the Owner No. 1.1.4 hereto) **ALL THAT** piece and parcel of land containing a land area of 5.3 satak in Dag 462 Property and 2.9 satak in Dag 463 Property out of the Subject Property.

(ix) Deed of Conveyance and registered in Book 1 CD Volume 44 Pages 1176 to 1196 Being No. 12695 for the year 2010, the said Bhupendra Nath Baidya sold to Dhanlabh Dealtrade Private Limited (the Owner No. 1.1.2 hereto) **ALL THAT** piece and parcel of land containing a land area of 5.3 satak in Dag 462 Property and 2.9 satak in Dag 463 Property out of the Subject Property.

(x) Deed of Conveyance and registered in Book 1 CD Volume 44 Pages 1155 to 1175 Being No. 12694 for the year 2010, the said Bhupendra Nath Baidya sold to Lilygold Vincom Private Limited (the Owner No. 1.1.1 hereto) **ALL THAT** piece and parcel of land containing a land area of 5.3 satak in Dag 462 Property and 2.9 satak in Dag 463 Property out of the Subject Property.

(xi) Deed of Conveyance and registered in Book 1, CD Volume 44 Pages 1070 to 1089 Being No. 12690 for the year 2010, the said Bhupendra Nath Baidya sold to Shubhdhan Tradecom Private Limited (the Owner No. 1.1.3 hereto) **ALL THAT** piece and parcel of land containing a land area of 5.3 satak in Dag 462 Property and 2.9 satak in Dag 463 Property out of the Subject Property.

(xii) Deed of Conveyance and registered in Book 1 CD Volume 44 Pages 1242 to 1263 Being No. 12698 for the year 2010, the said Bhupendra Nath Baidya sold to Dhanraksha Tradecom Private Limited (the Owner No. 1.1.5 hereto) **ALL THAT** piece and parcel of land containing a land area of 5.3 satak in Dag 462

Kiran Dhelia

Property, 2.9 satak in Dag 463 Property and 0.5 satak in Dag 465 Property out of the Subject Property.

A8. The Owners have caused their names to be mutated as Raiyats in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of the Subject Property.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:
(DOCUMENTS)

1. Deed of Conveyance dated 2nd November 2010 and registered with the District Sub Registrar-II, North 24 Parganas in Book I CD Volume 44 Pages 1339 to 1361 Being No. 12702 for the year 2010.

2. Deed of Conveyance dated 2nd November 2010 and registered with the District Sub Registrar-II, North 24 Parganas in Book I CD Volume 44 Pages 1264 to 1288 Being No. 12699 for the year 2010.

3. Deed of Conveyance dated 2nd November 2010 and registered with the District Sub Registrar-II, North 24 Parganas in Book I Volume 44 Pages 1218 to 1241 Being No. 12697 for the year 2010.

4. Deed of Conveyance dated 2nd November 2010 and registered with the District Sub Registrar-II, North 24 Parganas in Book I, CD Volume 44 Pages 1131 to 1154 Being No. 12693 for the year 2010.

5. Deed of Conveyance dated 2nd November 2010 and registered with the District Sub Registrar-II, North 24 Parganas in Book I Volume 44 Pages 1090 to 1111 Being No. 12691 for the year 2010.

6. Deed of Conveyance dated 2nd November 2010 and registered with the District Sub Registrar-II, North 24 Parganas in Book I CD Volume 44 Pages 1289 to 1312 Being No. 12700 for the year 2010.

7. Deed of Conveyance dated 2nd November 2010 and registered with the District Sub Registrar-II, North 24 Parganas in Book I CD Volume 44 Pages 1313 to 1338 Being No. 12701 for the year 2010.

8. Deed of Conveyance dated 2nd November 2010 and registered with the District Sub Registrar-II, North 24 Parganas in Book I CD Volume 44 Pages 1197 to 1217 Being No. 12696 for the year 2010.

Kiran Dhelia

9. Deed of Conveyance dated 2nd November 2010 and registered with the District Sub Registrar-II, North 24 Parganas in Book I CD Volume 44 Pages 1176 to 1196 Being No. 12695 for the year 2010.

10. Deed of Conveyance dated 2nd November 2010 and registered with the District Sub Registrar-II, North 24 Parganas in Book I CD Volume 44 Pages 1155 to 1175 Being No. 12694 for the year 2010.

11. Deed of Conveyance dated 2nd November 2010 and registered with the District Sub Registrar-II, North 24 Parganas in Book I, CD Volume 44 Pages 1070 to 1089 Being No. 12690 for the year 2010.

12. Deed of Conveyance dated 2nd November 2010 and registered with the District Sub Registrar-II, North 24 Parganas in Book I CD Volume 44 Pages 1242 to 1263 Being No. 12698 for the year 2010.

13. L.R. Parcha in respect of the Subject Property.

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

SIGNED SEALED AND DELIVERED by the withinnamed **OWNERS** at Kolkata in the presence of:

P. Dhelia

Pranay Dhelia
Dun Sondor, 62/H Alipore Road
Kolkata - 700027

Sagar Jain
CD - 35, Salt Lake City
Sector - I, Kolkata - 700064

LILYGOLD VINCOM PVT. LTD.
Kiran Dhelia
Director

DHANRAJH DEALTRADE PVT. LTD.
Kiran Dhelia
Director

SUBHDHAN TRADECOM PVT. LTD.
Kiran Dhelia
Director

SUBHDATA VINCOM PVT. LTD.
Kiran Dhelia
Director

DHANRAKSHA TRADECOM PVT. LTD.
Kiran Dhelia
Director

PURNAPRATAN SUPPLIERS PVT. LTD.
Kiran Dhelia
Director

TOPVIEW VANIJYA PVT. LTD.
Kiran Dhelia
Director

GULSHAN MERCHANDISE PVT. LTD.
Kiran Dhelia
Director

BRIJBHUMI TRADECOM PVT. LTD.
Kiran Dhelia
Director

SIGNED SEALED AND DELIVERED by the withinnamed **DEVELOPER** at Kolkata in the presence of:

PRAISHA HIGHRISE LLP

Designated Partner / [redacted]

(SAGAR KUMAR GIRIA)

Drafted by me-

HARISH GIRIA (DEVELOPER)

CD-35, SALTLAKE,
SECTOR-I, 14 FLOOR
KOLKATA - 64

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED from the withinnamed Developer the withinmentioned sum of Rs.21,00,000/- (Rupees twenty one lakhs only) towards payment of the entire Security Deposit in terms hereof as per memo below:-

MEMO OF CONSIDERATION

S.L NO.	Demand Draft/Cheque Numbers	Date	Bank	Amount (Rs.)
1.	245139	02.05.2019	Yes Bank Limited	233334.00
2.	245140	02.05.2019	Yes Bank Limited	233334.00
3.	245141	02.05.2019	Yes Bank Limited	233334.00
4.	245142	02.05.2019	Yes Bank Limited	233333.00
5.	245146	02.05.2019	Yes Bank Limited	233333.00
6.	245147	02.05.2019	Yes Bank Limited	233333.00
7.	245148	02.05.2019	Yes Bank Limited	233333.00
8.	245149	02.05.2019	Yes Bank Limited	233333.00
9.	245143	02.05.2019	Yes Bank Limited	233333.00
			Total	2100000.00

(Rupees twenty one lakhs only)

LILYGOLD VINCOM PVT. LTD.
Kiran Dhelia
Director

DHANLADH DEALTRADE PVT. LTD.
Kiran Dhelia
Director

SUBHOHAN TRADECOM PVT. LTD.
Kiran Dhelia
Director

SUBHDATA VINCOM PVT. LTD.
Kiran Dhelia
Director

DHANRAKSHA TRADECOM PVT. LTD.
Kiran Dhelia
Director

PUSHAPRATAN SUPPLIERS PVT. LTD.
Kiran Dhelia
Director

TOPVIEW VANIJYA PVT. LTD.
Kiran Dhelia
Director

WITNESSES:

GULSHAN MERCHANDISE PVT. LTD.
Kiran Dhelia
Director

BILLIONUMI TRADECOM PVT. LTD.
Kiran Dhelia
Director

(SAGAR KUMAR GIRIA)

26 MAY 2015

PLAN SHOWING R.S. AND L.R. DAG NOS. 462, 463 (P) AND 465 IN MOUZA CHAKPANCHURIA, J.L. NO. 33, POLICE STATION NEW TOWN IN THE DISTRICT OF NORTH 24 PARGANAS

Not to Scale

PRABHA HIGHRISE LLP

Designated Partner/Authorised Signatory

LILYGOLD VINCOM PVT. LTD.
Kiran Dhelia
Director

DHANLABH DEALTRADE PVT. LTD.
Kiran Dhelia
Director

SUBHDHAN TRADECOM PVT. LTD.
Kiran Dhelia
Director

SUBHDATA VINCOM PVT. LTD.
Kiran Dhelia
Director

DHANRAKSHA TRADECOM PVT. LTD.
Kiran Dhelia
Director

PURHAPRATAN SUPPLIERS PVT. LTD.
Kiran Dhelia
Director

TOPVIEW VANIJYA PVT. LTD.
Kiran Dhelia
Director

GULSHAN MERCHANDISE PVT. LTD.
Kiran Dhelia
Director

BRIBHUMI TRADECOM PVT. LTD.
Kiran Dhelia
Director

	Finger prints of the executant				
					
	Little	Ring	Middle (Left	Fore Hand)	Thumb
	Thumb	Fore	Middle (Right	Ring Hand)	Little

	Finger prints of the executant				
					
	Little	Ring	Middle (Left	Fore Hand)	Thumb
	Thumb	Fore	Middle (Right	Ring Hand)	Little

DATE

6 MAY 2022

Government of West Bengal

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

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

Signature / LTI Sheet of Query No/Year 19040000679308/2019

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

Government of West Bengal

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

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

Signature / LTI Sheet of Query No/Year 19040000679308/2019

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Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Kiran Dhelia 31/2/C, Mallish Ara Road, P.O:- Paschim Putiari, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700041	Representative of Land Lord [LILYGOLD VINCOM PRIVATE LIMITED] ,[DHANLABH DEALTRADE PRIVATE LIMITED] ,[SUBHDHAN TRADECOM PRIVATE LIMITED] ,[SUBHDATA VINCOM PRIVATE LIMITED] ,[DHANRAKSHA TRADECOM PRIVATE LIMITED] ,[PUSHAPRATAN SUPPLIERS PRIVATE LIMITED] ,[TOPVIEW VANIJYA PRIVATE LIMITED] ,[GULSHAN MERCHA			Kiran Dhelia 6.5.19

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
		NDISE PRIVATE LIMITED] [BRIJBHUMI TRADECOM PRIVATE LIMITED]			Kiran Dhelia 6.5.19

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Harish Kumar Girla CD-35, Sector-I, Salt Lake City, P.O:- Bidhannagar, P.S:- Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064	Representative of Developer [PRABHA HIGHRISE LLP]		3327 	6/5/19

Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	Subhendu Chakraborty Son of Sisir Ranjan Chakraborty Maha Kalachand Road, Khola Bazar, P.O:- Khola Bazar, P.S:- Sodepur, District:-North 24-Parganas, West Bengal, India, PIN - 700111	Kiran Dhelia, Harish Kumar Girla		3329 	Subhendu Chakraborty 06/05/2019

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

SEAL OF THE HIGH COURT OF CALCUTTA
KOLKATA

Kiran Dhelia

Kiran Dhelia

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

LILYGOLD VINDOM PRIVATE LIMITED

27/10/2010

AABCL8883G

LILYGOLD VINDOM PVT. LTD.

Kiran Dhelia
Director

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

DHANLABH DEALTRADE PRIVATE LIMITED

30/10/2010

AADCD8053A

DHANLABH DEALTRADE PVT. LTD.

Kiran Dhelia

Director

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SUBHDATA VINCOM PRIVATE LIMITED

27/10/2010

AAOCS9104J

SUBHDATA VINCOM PVT. LTD.
Kiran Dhelia
Director

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

PUSHAPRATAN SUPPLIERS PRIVATE LIMITED

27/10/2010

AAFCP7006B

PUSHAPRATAN SUPPLIERS PVT. LTD.

Kiran Dhelia

Director

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

TOPVIEW VANIJYA PRIVATE LIMITED

27/10/2018

AADCT6287N

TOPVIEW VANIJYA PVT. LTD.

Kiran Dhelia

Director

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

GULSHAN MERCHANDISE PRIVATE LIMITED

27/10/2010

AADCG9929L

GULSHAN MERCHANDISE PVT. LTD.

Kiran Dhelia

Director

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

BRIJBHUMI TRADECON PRIVATE LIMITED

26/10/2015

AAFCB2990F

BRIJBHUMI TRADECON PVT. LTD.

Kiran Dhelia

Director

आयकर विभाग

INCOME TAX DEPARTMENT

भारत सरकार

GOVT. OF INDIA

HARISH KUMAR GIRIA

LALIT KUMAR GIRIA

19/12/1986

Permanent Account Number

AIRPG3901B

Signature

In case this card is lost / found, kindly inform / return to :

Income Tax PAN Services Unit, UTITSL

Plot No. 3, Sector 11, CBD Belapur,

Navi Mumbai - 400 614.

यह कार्ड खो जाने पर कृपया सूचित करें/लौटाएं :

आयकर पैन सेवा यूनिट, UTITSL

प्लाट नं: 3, सेक्टर 11, सी.बी.डी. बेलापुर,

नवी मुंबई-400 614.

भारत सरकार
GOVERNMENT OF INDIA

হারিশ কুমার গিরিয়া
Harish Kumar Gina
জন্মতারিখ / DOB : 19/12/1986
পুরুষ / MALE

7564 1531 5705

আধার – সাধারণ মানুষের অধিকার

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:
S/O লালিত কুমার গিরিয়া, সুমের ভিলা, ক্যাড-৩৫, সাল্টলেক সিটি, ১ম ফ্লোর, নিয়ার ট্যাঙ্ক নো – ০৩, কোলকাতা, বিধাননগর চক ব্লক-স.ও, কলকাতা, বেস্ট বেঙ্গল, 700064

Address:
S/O Lalit Kumar Giria, SUMER VILLA, CD-35, SALTLAKE CITY, 1ST FLOOR, NEAR TANK NO - 03, KOLKATA, Bidhannagr CC Block S.O, Kolkata, West Bengal, 700064

1947
1800 300 1947
help@uidai.gov.in
www.uidai.gov.in
P.O. Box No. 1947, Bengaluru-560 001

PRABHA HIGHRISE LLP

Designated Partner / Authorised Signatory

আধার

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India

Government of India

Enrollment No.: 1111/11808/02414

To,
Subhendu Chakraborty
C/O Sub Ranjan Chakraborty

MAHA KALACHAND ROAD
KHOLA BAZAR
Panihati (M)
Khola Bazar South 24 Parganas North 24 Parganas
West Bengal 700117

Hat: 2048 / 26C / 132634 / 130691 / P

SE5133522GPT

আপনার আধার সংখ্যা / Your Aadhaar No. :

4163 9566 4090

আধার – সাধারণ মানুষের অধিকার

Government of India

Subhendu Chakraborty

Father : Sub Ranjan Chakraborty

DOB : [illegible]

Male

4163 9566 4090

আধার – সাধারণ মানুষের অধিকার

Subhendu Chakraborty

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SUBHDHAN TRADECOM PRIVATE LIMITED

27/10/2010

Permanent Account Number

AAOCS8103R

SUBHDHAN TRADECOM PVT. LTD.

Kiran Dhelia

Director

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

DHANRAKSHA TRADECOM PRIVATE LIMITED

27/10/2010

AADCD6064H

DHANRAKSHA TRADECOM PVT. LTD.

Kiran Dhelia

Director

Major Information of the Deed

Deed No :	I-1904-05343/2019	Date of Registration	25/05/2019
Query No / Year	1904-0000679308/2019	Office where deed is registered	
Query Date	29/04/2019 3:29:26 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	PRABHA HIGHRISE LLP CD-35, Salt Lake City , 1st Floor, Sector-1,Thana : Bidhannagar, District : North 24-Parganas, WEST BENGAL, PIN - 700064, Mobile No. : 9831009994, Status :Buyer/Claimant		

Transaction	Additional Transaction
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4310] Other than Immovable Property, Security Bond [Rs : 21,00,000/-], [4311] Other than Immovable Property, Receipt [Rs : 21,00,000/-]
Set Forth value	Market Value
Rs. 1/-	Rs. 4,72,32,916/-
Stampduty Paid(SD)	Registration Fee Paid
Rs. 75,171/- (Article:48(g))	Rs. 21,112/- (Article:E, E, E, B, M(a), M(b), I)
Remarks	

Land Details :

District: North 24-Parganas, P.S.- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Chakpanchuria Pin Code : 700156

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-462	LR-2580	Bastu	Danga	5.3 Dec		29,42,454/-	Width of Approach Road: 18 Ft.,
L2	LR-462	LR-2581	Bastu	Danga	5.3 Dec		29,42,454/-	Width of Approach Road: 18 Ft.,
L3	LR-462	LR-2573	Bastu	Danga	5.3 Dec		29,42,454/-	Width of Approach Road: 18 Ft.,
L4	LR-462	LR-2574	Bastu	Danga	5.3 Dec		29,42,454/-	Width of Approach Road: 18 Ft.,
L5	LR-462	LR-2576	Bastu	Danga	5.3 Dec		29,42,454/-	Width of Approach Road: 18 Ft.,
L6	LR-462	LR-2575	Bastu	Danga	7.58 Dec		42,08,264/-	Width of Approach Road: 18 Ft.,
L7	LR-462	LR-2578	Bastu	Danga	7.58 Dec		42,08,264/-	Width of Approach Road: 18 Ft.,
L8	LR-462	LR-2579	Bastu	Danga	7.58 Dec		42,08,264/-	Width of Approach Road: 18 Ft.,
L9	LR-462	LR-2577	Bastu	Danga	3.79 Dec		21,04,132/-	Width of Approach Road: 18 Ft.,
L10	LR-463	LR-2580	Bastu	Danga	2.9 Dec		16,10,022/-	Width of Approach Road: 18 Ft.,
L11	LR-463	LR-2581	Bastu	Danga	2.9 Dec		16,10,022/-	Width of Approach Road: 18 Ft.,
L12	LR-463	LR-2573	Bastu	Danga	2.9 Dec		16,10,022/-	Width of Approach Road: 18 Ft.,
L13	LR-463	LR-2574	Bastu	Danga	2.9 Dec		16,10,022/-	Width of Approach Road: 18 Ft.,

Major Information of the Deed : - I-1904-05343/2019-25/05/2019

L14	LR-463	LR-2576	Bastu	Danga	2.9 Dec		16,10,022/-	Width of Approach Road: 18 Ft.,
L15	LR-463	LR-2575	Bastu	Danga	4.14 Dec		22,98,445/-	Width of Approach Road: 18 Ft.,
L16	LR-463	LR-2578	Bastu	Danga	4.14 Dec		22,98,445/-	Width of Approach Road: 18 Ft.,
L17	LR-463	LR-2579	Bastu	Danga	4.14 Dec		22,98,445/-	Width of Approach Road: 18 Ft.,
L18	LR-463	LR-2577	Bastu	Danga	2.07 Dec		11,49,223/-	Width of Approach Road: 18 Ft.,
L19	LR-465	LR-2578	Bastu	Bagan	0.5 Dec		2,77,590/-	Width of Approach Road: 18 Ft.,
L20	LR-465	LR-2575	Bastu	Bagan	0.14 Dec		77,725/-	Width of Approach Road: 18 Ft.,
L21	LR-465	LR-2579	Bastu	Bagan	0.14 Dec		77,725/-	Width of Approach Road: 18 Ft.,
L22	LR-465	LR-2576	Bastu	Bagan	0.14 Dec		77,725/-	Width of Approach Road: 18 Ft.,
L23	LR-465	LR-2577	Bastu	Bagan	0.08 Dec		44,414/-	Width of Approach Road: 18 Ft.,
		TOTAL :			**83.02Dec**	**0 /-**	**460,91,041 /-**	
	Grand Total :				**83.02Dec**	**0 /-**	**460,91,041 /-**	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2, L3, L4, L5, L6, L7, L8, L9, L10, L11, L12, L13, L14, L15, L16, L17, L18, L19, L20, L21, L22, L23	2100 Sq Ft	1/-	11,41,875/-	Structure Type: Structure
	Gr. Floor, Area of floor : 2100 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 45 Years, Roof Type: Pucca, Extent of Completion: Complete				
	Total :	**2100 sq ft**	**1 /-**	**11,41,875 /-**	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**LILYGOLD VINCOM PRIVATE LIMITED** 31/2/C Majish Ara Road, P.O:- Paschim Putiari, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700041 , PAN No.:- AABCL8803G, Status :Organization, Executed by: Representative, Executed by: Representative
2	**DHANLABH DEALTRADE PRIVATE LIMITED** 31/2/C Majish Ara Road, P.O:- Paschim Putiari, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700041 , PAN No.:- AADCD6063A, Status :Organization, Executed by: Representative, Executed by: Representative

Major Information of the Deed :- I-1904-05343/2019-25/05/2019

3	**SUBHDHAN TRADECOM PRIVATE LIMITED** 31/2/C Majlish Ara Road, P.O.- Paschim Putiari, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700041 , PAN No :: AAOCS9103R, Status :Organization, Executed by: Representative, Executed by: Representative
4	**SUBHDATA VINCOM PRIVATE LIMITED** 31/2/C Majlish Ara Road, P.O.- Paschim Putiari, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700041 , PAN No :: AAOCS9104J, Status :Organization, Executed by: Representative, Executed by: Representative
5	**DHANRAKSHA TRADECOM PRIVATE LIMITED** 31/2/C Majlish Ara Road, P.O.- Paschim Putiari, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700041 , PAN No :: AADCD6664H, Status :Organization, Executed by: Representative, Executed by: Representative
6	**PUSHAPRATAN SUPPLIERS PRIVATE LIMITED** 31/2/C Majlish Ara Road, P.O.- Paschim Putiari, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700041 , PAN No :: AAFCP7005E, Status :Organization, Executed by: Representative, Executed by: Representative
7	**TOPVIEW VANIJYA PRIVATE LIMITED** 31/2/C Majlish Ara Road, P.O.- Paschim Putiari, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700041 , PAN No :: AADCT6287N, Status :Organization, Executed by: Representative, Executed by: Representative
8	**GULSHAN MERCHANDISE PRIVATE LIMITED** 31/2/C Majlish Ara Road, P.O.- Paschim Putiari, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700041 , PAN No :: AADCG9929L, Status :Organization, Executed by: Representative, Executed by: Representative
9	**BRIJBHUMI TRADECOM PRIVATE LIMITED** 31/2/C Majlish Ara Road, P.O.- Paschim Putiari, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700041 , PAN No :: AAECB2990F, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**PRABHA HIGHRISE LLP** CD-35, Salt Lake City , 1st Floor, Sector-1, P.O.- Bidhannagar, P.S:- Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064 , PAN No :: AAVFP9541N, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**Kiran Dhelia** Wife of Pradeep Kumar Dhelia 31/2/C, Majlish Ara Road, P.O.- Paschim Putiari, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700041, Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, , PAN No :: ADNPD8863C Status : Representative, Representative of : LILYGOLD VINCOM PRIVATE LIMITED (as Director), DHANLABH DEALTRADE PRIVATE LIMITED (as Director), SUBHDHAN TRADECOM PRIVATE LIMITED (as Director), SUBHDATA VINCOM PRIVATE LIMITED (as Director), DHANRAKSHA TRADECOM PRIVATE LIMITED (as Director), PUSHAPRATAN SUPPLIERS PRIVATE LIMITED (as Director), TOPVIEW VANIJYA PRIVATE LIMITED (as Director), GULSHAN MERCHANDISE PRIVATE LIMITED (as Director), BRIJBHUMI TRADECOM PRIVATE LIMITED (as Director)
2	**Harish Kumar Giria (Presentant)** Son of Lalit Kumar Giria CD-35, Sector-I, Salt Lake City, P.O.- Bidhannagar, P.S:- Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No :: AIRPG3901B Status : Representative, Representative of : PRABHA HIGHRISE LLP (as Partner)

Major Information of the Deed :- I-1904-05343/2019-25/05/2019

Identifier Details :

Name	Photo	Finger Print	Signature
Subhendu Chakraborty Son of Sisir Ranjan Chakraborty Maha Kalachand Road, Khola Bazar, P.O:-Khola Bazar, P.S:- Sodepur, District:-North 24-Parganas, West Bengal, India, PIN - 700111			

Identifier Of Kiran Dhelia, Harish Kumar Gela

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	LILYGOLD VINCOM PRIVATE LIMITED	PRABHA HIGHRISE LLP-5.3 Dec

Transfer of property for L10		
Sl.No	From	To. with area (Name-Area)
1	LILYGOLD VINCOM PRIVATE LIMITED	PRABHA HIGHRISE LLP-2.9 Dec

Transfer of property for L11		
Sl.No	From	To. with area (Name-Area)
1	DHANLABH DEALTRADE PRIVATE LIMITED	PRABHA HIGHRISE LLP-2.9 Dec

Transfer of property for L12		
Sl.No	From	To. with area (Name-Area)
1	SUBHDHAN TRADECOM PRIVATE LIMITED	PRABHA HIGHRISE LLP-2.9 Dec

Transfer of property for L13		
Sl.No	From	To. with area (Name-Area)
1	SUBHDATA VINCOM PRIVATE LIMITED	PRABHA HIGHRISE LLP-2.9 Dec

Transfer of property for L14		
Sl.No	From	To. with area (Name-Area)
1	SUBHDATA VINCOM PRIVATE LIMITED	PRABHA HIGHRISE LLP-2.9 Dec

Transfer of property for L15		
Sl.No	From	To. with area (Name-Area)
1	PUSHAPRATAN SUPPLIERS PRIVATE LIMITED	PRABHA HIGHRISE LLP-4.14 Dec

Transfer of property for L16		
Sl.No	From	To. with area (Name-Area)
1	TOPVIEW VANIJYA PRIVATE LIMITED	PRABHA HIGHRISE LLP-4.14 Dec

Major Information of the Deed - I-1904-05343/2019-25/05/2019

Transfer of property for L17		
Sl.No	From	To. with area (Name-Area)
1	GULSHAN MERCHANDISE PRIVATE LIMITED	PRABHA HIGHRISE LLP-4.14 Dec

Transfer of property for L18		
Sl.No	From	To. with area (Name-Area)
1	BRIJBHUMI TRADECOM PRIVATE LIMITED	PRABHA HIGHRISE LLP-2.07 Dec

Transfer of property for L19		
Sl.No	From	To. with area (Name-Area)
1	DHANRAKSHA TRADECOM PRIVATE LIMITED	PRABHA HIGHRISE LLP-0.5 Dec

Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	DHANLABH DEALTRADE PRIVATE LIMITED	PRABHA HIGHRISE LLP-5.3 Dec

Transfer of property for L20		
Sl.No	From	To. with area (Name-Area)
1	PUSHAPRATAN SUPPLIERS PRIVATE LIMITED	PRABHA HIGHRISE LLP-0.14 Dec

Transfer of property for L21		
Sl.No	From	To. with area (Name-Area)
1	GULSHAN MERCHANDISE PRIVATE LIMITED	PRABHA HIGHRISE LLP-0.14 Dec

Transfer of property for L22		
Sl.No	From	To. with area (Name-Area)
1	TOPVIEW VANIJYA PRIVATE LIMITED	PRABHA HIGHRISE LLP-0.14 Dec

Transfer of property for L23		
Sl.No	From	To. with area (Name-Area)
1	BRIJBHUMI TRADECOM PRIVATE LIMITED	PRABHA HIGHRISE LLP-0.08 Dec

Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	SUBHDHAN TRADECOM PRIVATE LIMITED	PRABHA HIGHRISE LLP-5.3 Dec

Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	SUBHDATA VINCOM PRIVATE LIMITED	PRABHA HIGHRISE LLP-5.3 Dec

Transfer of property for L5

Sl.No	From	To. with area (Name-Area)
1	DHANRAKSHA TRADECOM PRIVATE LIMITED	PRABHA HIGHRISE LLP-5.3 Dec

Transfer of property for L6

Sl.No	From	To. with area (Name-Area)
1	PUSHAPRATAN SUPPLIERS PRIVATE LIMITED	PRABHA HIGHRISE LLP-7.58 Dec

Transfer of property for L7

Sl.No	From	To. with area (Name-Area)
1	TOPVIEW VANIJYA PRIVATE LIMITED	PRABHA HIGHRISE LLP-7.58 Dec

Transfer of property for L8

Sl.No	From	To. with area (Name-Area)
1	GULSHAN MERCHANDISE PRIVATE LIMITED	PRABHA HIGHRISE LLP-7.58 Dec

Transfer of property for L9

Sl.No	From	To. with area (Name-Area)
1	BRIJBHUMI TRADECOM PRIVATE LIMITED	PRABHA HIGHRISE LLP-3.79 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	LILYGOLD VINCOM PRIVATE LIMITED	PRABHA HIGHRISE LLP-233.33333300 Sq Ft
2	DHANLABH DEALTRADE PRIVATE LIMITED	PRABHA HIGHRISE LLP-233.33333300 Sq Ft
3	SUBHDHAN TRADECOM PRIVATE LIMITED	PRABHA HIGHRISE LLP-233.33333300 Sq Ft
4	SUBHDATA VINCOM PRIVATE LIMITED	PRABHA HIGHRISE LLP-233.33333300 Sq Ft
5	DHANRAKSHA TRADECOM PRIVATE LIMITED	PRABHA HIGHRISE LLP-233.33333300 Sq Ft
6	PUSHAPRATAN SUPPLIERS PRIVATE LIMITED	PRABHA HIGHRISE LLP-233.33333300 Sq Ft
7	TOPVIEW VANIJYA PRIVATE LIMITED	PRABHA HIGHRISE LLP-233.33333300 Sq Ft
8	GULSHAN MERCHANDISE PRIVATE LIMITED	PRABHA HIGHRISE LLP-233.33333300 Sq Ft
9	BRIJBHUMI TRADECOM PRIVATE LIMITED	PRABHA HIGHRISE LLP-233.33333300 Sq Ft

Major Information of the Deed : I-1904-05343/2019-25/05/2019

Land Details as per Land Record

District: North 24-Parganas, P.S.- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Chakpanchuria Pin Code : 700156

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 462, LR Khatian No:- 2580	Owner:লিলিগোল্ড ভিনকম প্রাঃলিঃ, Address:5, লোয়ার টেরেস,লেকেন্ড জোন, থানা-লেকটাউন থানা, কলি-17, Classification:ডাঙ্গা, Area:0.05000000 Acre,	LILYGOLD VINCOM PRIVATE LIMITED
L2	LR Plot No:- 462, LR Khatian No:- 2581	Owner:ধনলাভ ডিলডেস, Gurdian:প্রাঃলিঃ , Address:5, লোয়ার টেরেস,লেকেন্ড জোন, থানা-লেকটাউন থানা, কলি-17, Classification:ডাঙ্গা, Area:0.05000000 Acre,	DHANLABH DEALTRADE PRIVATE LIMITED
L3	LR Plot No:- 462, LR Khatian No:- 2573	Owner:শুভধন ট্রেডকম প্রাঃলিঃ, Address:5, লোয়ার টেরেস,লেকেন্ড জোন,থানা-লেকটাউন থানা, কলি-17, Classification:ডাঙ্গা, Area:0.05000000 Acre,	SUBHDHAN TRADECOM PRIVATE LIMITED
L4	LR Plot No:- 462, LR Khatian No:- 2574	Owner:শুভদাতা ভিনকম প্রাঃলিঃ, Address:5, লোয়ার টেরেস,লেকেন্ড জোন, থানা-লেকটাউন থানা, কলি-17, Classification:ডাঙ্গা, Area:0.05000000 Acre,	SUBHDATA VINCOM PRIVATE LIMITED
L5	LR Plot No:- 462, LR Khatian No:- 2576	Owner:ধনরক্ষা ট্রেডকম প্রাঃলিঃ, Address:5, লোয়ার টেরেস, লেকেন্ড জোন, থানা-লেকটাউন থানা, কলি-17, Classification:ডাঙ্গা, Area:0.06000000 Acre,	DHANRAKSHA TRADECOM PRIVATE LIMITED
L6	LR Plot No:- 462, LR Khatian No:- 2575	Owner:পুষ্পপ্রতন সাপ্লায়ার্স, Gurdian:প্রাঃলিঃ , Address:5, লোয়ার টেরেস, লেকেন্ড জোন, থানা-লেকটাউন থানা, কলি-17, Classification:ডাঙ্গা, Area:0.08000000 Acre,	PUSHAPRATAN SUPPLIERS PRIVATE LIMITED
L7	LR Plot No:- 462, LR Khatian No:- 2578	Owner:টপ ভিউ বাণিজ্য প্রাঃলিঃ, Address:5, লোয়ার টেরেস, লেকেন্ড জোন, থানা-লেকটাউন থানা, কলি-17, Classification:ডাঙ্গা, Area:0.07000000 Acre,	TOPVIEW VANIJYA PRIVATE LIMITED
L8	LR Plot No:- 462, LR Khatian No:- 2579	Owner:গুলশন মার্চেন্ডাইজ প্রাঃলিঃ, Address:5, লোয়ার টেরেস,লেকেন্ড জোন, থানা-লেকটাউন থানা, কলি-17, Classification:ডাঙ্গা, Area:0.08000000 Acre,	GULSHAN MERCHANDISE PRIVATE LIMITED
L9	LR Plot No:- 462, LR Khatian No:- 2577	Owner:বৃজভূমি ট্রেডকম প্রাঃলিঃ, Address:5, লোয়ার টেরেস,লেকেন্ড জোন, থানা-লেকটাউন থানা, কলি-17, Classification:ডাঙ্গা, Area:0.04000000 Acre,	BRIJBHUMI TRADECOM PRIVATE LIMITED

Major Information of the Deed :- I-1904-05343/2019-25/05/2019

L10	LR Plot No:- 463, LR Khatian No:- 2580	Owner:লিলিগোল্ড ভিনকম প্রাঃলিঃ, Address:5, লোয়ার টেরেস,লেকস্ এরিয়া, থানা-তালতলা থানা, কলি-17, Classification:ডাঙ্গা, Area:0.03000000 Acre.	LILYGOLD VINCOM PRIVATE LIMITED
L11	LR Plot No:- 463, LR Khatian No:- 2581	Owner:ধনলাভ ডিলট্রেড, Gurdian:প্রাঃলিঃ , Address:5, লোয়ার টেরেস,লেকস্ এরিয়া, থানা-তালতলা থানা, কলি-17, Classification:ডাঙ্গা, Area:0.03000000 Acre.	DHANLABH DEALTRADE PRIVATE LIMITED
L12	LR Plot No:- 463, LR Khatian No:- 2573	Owner:শুভধন ট্রেডকম প্রাঃলিঃ, Address:5, লোয়ার টেরেস,লেকস্ এরিয়া,থানা-তালতলা থানা, কলি-17, Classification:ডাঙ্গা, Area:0.03000000 Acre.	SUBHDHAN TRADECOM PRIVATE LIMITED
L13	LR Plot No:- 463, LR Khatian No:- 2574	Owner:শুভদাতা ভিনকম প্রাঃলিঃ, Address:5, লোয়ার টেরেস,লেকস্ এরিয়া, থানা-তালতলা থানা, কলি-17, Classification:ডাঙ্গা, Area:0.03000000 Acre.	SUBHDATA VINCOM PRIVATE LIMITED
L14	LR Plot No:- 463, LR Khatian No:- 2576	Owner:ধনরক্ষা ট্রেডকম প্রাঃলিঃ, Address:5, লোয়ার টেরেস, লেকস্ এরিয়া, থানা-তালতলা থানা, কলি-17, Classification:ডাঙ্গা, Area:0.03000000 Acre.	DHANRAKSHA TRADECOM PRIVATE LIMITED
L15	LR Plot No:- 463, LR Khatian No:- 2575	Owner:পুষ্পরতন সাপ্লায়ার্স, Gurdian:প্রাঃলিঃ , Address:5, লোয়ার টেরেস, লেকস্ এরিয়া, থানা-তালতলা থানা, কলি-17, Classification:ডাঙ্গা, Area:0.04000000 Acre.	PUSHAPRATAN SUPPLIERS PRIVATE LIMITED
L16	LR Plot No:- 463, LR Khatian No:- 2578	Owner:টপ ভিউ বানিজ্য প্রাঃলিঃ, Address:5, লোয়ার টেরেস, লেকস্ এরিয়া, থানা-তালতলা থানা, কলি-17, Classification:ডাঙ্গা, Area:0.04000000 Acre.	TOPVIEW VANIJYA PRIVATE LIMITED
L17	LR Plot No:- 463, LR Khatian No:- 2579	Owner:গুলশন মার্চেনডাইজ প্রাঃলিঃ, Address:5, লোয়ার টেরেস,লেকস্ এরিয়া, থানা-তালতলা থানা, কলি-17, Classification:ডাঙ্গা, Area:0.04000000 Acre.	GULSHAN MERCHANDISE PRIVATE LIMITED
L18	LR Plot No:- 463, LR Khatian No:- 2577	Owner:বৃজভূমি ট্রেডকম প্রাঃলিঃ, Address:5, লোয়ার টেরেস,লেকস্ এরিয়া, থানা-তালতলা থানা, কলি-17, Classification:ডাঙ্গা, Area:0.02000000 Acre.	BRIJBHUMI TRADECOM PRIVATE LIMITED
L19	LR Plot No:- 465, LR Khatian No:- 2576	Owner:ধনরক্ষা ট্রেডকম প্রাঃলিঃ, Address:5, লোয়ার টেরেস, লেকস্ এরিয়া, থানা-তালতলা থানা, কলি-17, Classification:বাগান, Area:0.01000000 Acre.	DHANRAKSHA TRADECOM PRIVATE LIMITED
L20	LR Plot No:- 465, LR Khatian No:- 2575	Owner:পুষ্পরতন সাপ্লায়ার্স, Gurdian:প্রাঃলিঃ , Address:5, লোয়ার টেরেস, লেকস্ এরিয়া, থানা-তালতলা থানা, কলি-17, Classification:বাগান,	PUSHAPRATAN SUPPLIERS PRIVATE LIMITED

Major Information of the Deed :- I-1904-05343/2019-25/06/2019

L21	LR Plot No:- 465, LR Khatian No:- 2579	Owner:গুলশন মার্চেন্ডাইজ প্রাঃ লিঃ, Address:5, লেকি টেম্পল,লেকস্ এরিয়া, থানা-লেকটাউন থানা, কলি-17, Classification:বাগান,	GULSHAN MERCHANDISE PRIVATE LIMITED
L22	LR Plot No:- 465, LR Khatian No:- 2578	Owner:টপ ভিউ বানিজ্য প্রাঃ লিঃ, Address:5, লেকি টেম্পল, লেকস্ এরিয়া, থানা-লেকটাউন থানা, কলি-17, Classification:বাগান,	TOPVIEW VANIJYA PRIVATE LIMITED
L23	LR Plot No:- 465, LR Khatian No:- 2577	Owner:ব্রিজভূমি ট্রেডকম প্রাঃ লিঃ, Address:5, লেকি টেম্পল,লেকস্ এরিয়া, থানা-লেকটাউন থানা, কলি-17, Classification:বাগান,	BRIJBHUMI TRADECOM PRIVATE LIMITED

Endorsement For Deed Number : I - 190405343 / 2019

On 04-05-2019

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 4,72,32,915/-

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

On 06-05-2019

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

Presented for registration at 17.05 hrs on 06-05-2019, at the Private residence by Harish Kumar Gina .

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

Execution is admitted on 06-05-2019 by Kiran Dhelia, Director, LILYGOLD VINCOM PRIVATE LIMITED (Private Limited Company), 31/2/C Majlish Ara Road, P.O.- Paschim Putiari, P.S.- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700041; Director, DHANLABH DEALTRADE PRIVATE LIMITED (Private Limited Company), 31/2/C Majlish Ara Road, P.O.- Paschim Putiari, P.S.- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700041; Director, SUBHDHAN TRADECOM PRIVATE LIMITED (Private Limited Company), 31/2/C Majlish Ara Road, P.O.- Paschim Putiari, P.S.- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700041; Director, SUBHDATA VINCOM PRIVATE LIMITED (Private Limited Company), 31/2/C Majlish Ara Road, P.O.- Paschim Putiari, P.S.- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700041; Director, DHANRAKSHA TRADECOM PRIVATE LIMITED (Private Limited Company), 31/2/C Majlish Ara Road, P.O.- Paschim Putiari, P.S.- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700041; Director, PUSHAPRATAN SUPPLIERS PRIVATE LIMITED (Private Limited Company), 31/2/C Majlish Ara Road, P.O.- Paschim Putiari, P.S.- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700041; Director, TOPVIEW VANIJYA PRIVATE LIMITED (Private Limited Company), 31/2/C Majlish Ara Road, P.O.- Paschim Putiari, P.S.- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700041; Director, GULSHAN MERCHANDISE PRIVATE LIMITED (Private Limited Company), 31/2/C Majlish Ara Road, P.O.- Paschim Putiari, P.S.- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700041; Director, BRIJBHUMI TRADECOM PRIVATE LIMITED (Private Limited Company), 31/2/C Majlish Ara Road, P.O.- Paschim Putiari, P.S.- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700041

Indetified by Subhendu Chakraborty, , , Son of Sisir Ranjan Chakraborty, Maha Kalachand Road, Khola Bazar, P.O.- Khola Bazar, Thana: Sodepur, , North 24-Parganas, WEST BENGAL, India, PIN - 700111, by caste Hindu, by profession Private Service

Major Information of the Deed - I-1904-05343/2019-25/05/2019

Execution is admitted on 06-05-2019 by Hansh Kumar Giria, , Partner, PRABHA HIGHRISE LLP (LLP), CD-35, Salt Lake City , 1st Floor, Sector-1, P.O.- Bidhannagar, P.S.- Bidhannagar, District -North 24-Parganas, West Bengal, India, PIN - 700064

Identified by Subhendu Chakraborty, , , Son of Sisir Ranjan Chakraborty, Maha Kalachand Road, Khola Bazar, P.O: Khola Bazar, Thana: Sodepur, , North 24-Parganas, WEST BENGAL, India, PIN - 700111, by caste Hindu, by profession Private Service

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

On 07-05-2019

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21,112/- (B = Rs 21,000/- ,E = Rs 28/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21,112/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 29/04/2019 12:00AM with Govt. Ref. No: 192019200010141891 on 29-04-2019, Amount Rs: 21,112/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 787388292 on 29-04-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs: 75,071/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 75,071/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no 7026, Amount: Rs.100/-, Date of Purchase: 04/05/2019, Vendor name: B GANGA
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 29/04/2019 12:00AM with Govt. Ref. No: 192019200010141891 on 29-04-2019, Amount Rs: 75,071/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 787388292 on 29-04-2019, Head of Account 0030-02-103-003-02

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

On 25-05-2019

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

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

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

Major Information of the Deed - I-1904-05343/2019-25/05/2019

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2019, Page from 237886 to 237974

being No 190405343 for the year 2019.

Seal of the Additional Registrar of Assurances-II, Kolkata

Digitally signed by TRIDIP MISRA
Date: 2019.05.31 17:50:30 +05:30
Reason: Digital Signing of Deed.

(Tridip Misra) 31-05-2019 17:50:21

ADDITIONAL REGISTRAR OF ASSURANCE

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

West Bengal.

(This document is digitally signed.)

DATED THIS 6th DAY OF MAY 2019

BETWEEN

LILYGOLD VINCOM PRIVATE LIMITED & ORS.

... OWNERS

AND

PRABHA HIGHRISE LLP

... DEVELOPER

AGREEMENT