7.5. OWNERS herein undertakes as per demand of DEVELOPER , if required, OWNERS herein shall execute the Deed of Conveyance or Conveyances or any other Deed/s of like nature of transfer unto and in favour of DEVELOPER herein or its nominee or nominees at the costs and charges of DEVELOPER herein or its nominee or nominees and the land owners as detailed in the First Schedule and OWNERS herein agrees to join as the Vendor in the said Deed of Conveyance/s to be executed in respect of the transfer of the undivided proportionate share of the land underneath attributable to the unit sold and/or intended to be sold unto and in favour of the transferee and DEVELOPER herein shall join as Confirming Party herein in the said Deed of Conveyance.

7.6 **DEVELOPER** herein shall be entitled to sale, create mortgage, transfer, demise, grant and provide the construted space by the Power-of-Attorney/s to be conferred and executed by **OWNERS** in favour of the Developer. It is hereby agreed that **DEVELOPER** herein shall part with possession of such spaces and or such apartments constructed at or upon the first schedule premises in the manner and terms and conditions as mentioned, described, explained, enumerated, provided and given in hereunder written and/or given to the intending purchasers and also deliver possession of thereof to the intending purchasers.

7.7 REFUNDABLE ADJUSTABLE SECURITY DEPOSIT WITHOUT ANY INTEREST

- (a) The details of Security Deposit paid by the DEVELOPER and received and accepted by OWNERS on the signing of this agreement is as follows:
 - i. The receipt of Rs 1,37,518/- (Rupees One Lac Thirty Seven Thousand Five Hundred Eighteen) only paid by the DEVELOPER and received and accepted by the OWNER NO. 2 as and by way of Security Deposit is detailed in the receipt appended hereto.
 - ii. The receipt of Rs 10,00,000/- (Rupees Ten Lacs) only paid by the DEVELOPER and received and accepted by the OWNER NO. 3 as and by way of Security Deposit is detailed in the receipt appended hereto.
 - iii. The receipt of Rs 18,09,307/- (Rupees Eighteen Lacs Nine Thousand Three Hundred Seven) only paid by the DEVELOPER and received and accepted by the OWNER NO. 4 as and by way of Security Deposit is detailed in the receipt appended hereto.

1238/17

1328/2017



পশ্চিমবঙ্গ पश्चिम बंगील WEST BENGAL



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Der Agreement

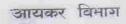
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Address Fegeral

17 FEB 2017

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 17H DAY



आयकर विभाग भारत सरकार INCOMETAX DEPARTMENT & GOVT. OF INDIA

KEDARNATH ENTERPRISES PRIVATE LIMITED

17/07/2013 Permanent Account Number

AAFCK2405B

A. K. Chowdhary & Co. Advocates NAME.......Room-No. 21; 14 F oor, Kel-1 17 FEB 2017 SURANJAN MUKHERJEE Licensed Stamp Vendor C. C. Court 2 & 3 K. S. Roy Road, Kol-1 1 7 FEB 2017 Harris Chayredork.
30/1, Shib Mayon Des de ADDITIONAL REGISTRAR OF ASSURANCES-IV, KOLKATA # 7 FEB 2017

GUVI. UI VVESI DEIIYAI

Directorate of Registration & Stamp Revenue e-Challan

GRN:

19-201617-004557414-1

Payment Mode

Online Payment

GRN Date: 16/02/2017 19:17:29

Bank: ICICI Bank

BRN:

1149820922

BRN Date: 16/02/2017 19:17:59

DEPOSITOR'S DETAILS

ld No.: 19040000204191/1/2017

[Query No./Query Year]

Name:

NEELKANTH NIRMAN PVT LTD

9339839551

Mobile No.:

+91 9339839551

E-mail:

NEELNIRMAN@GMAIL.COM

Address:

17/H/8, BALAI SINGHI LANE, KOLKATA - 700009

Applicant Name:

Org NEELKANTH NIRMAN PRIVATE LIMITED

Office Name:

Contact No.:

Office Address:

Status of Depositor:

Buyer/Claimants

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

SI. No.	Identification No.	n Head of A/C Description	Head of A/C	Amount[₹]
1	19040000204191/1/2017	Property Registration-Registration Fees	0030-03-104-001-16	180989
2	19040000204191/1/2017	Property Registration- Stamp duty	0030-02-103-003-02	70021 ~

Total

251010

In Words:

Rupees Two Lakh Fifty One Thousand Ten only

BETWEEN

- (1) NEELKANTH NIRMAN PRIVATE LIMITED, a company duly incorporated under the relevant Provisions of the Companies Act, 1956 having PAN AACCN0826A, having its registered office at 17/H/8, Balai Singhi Lane, 1st Floor, Post Office: Amherst Street, Police Station: Amherst street, Kolkata- 700 009 being duly represented by one of its Director SHRI. BRIJESH KUMAR AGRAWAL having Pan: ACYPA6430G, son of Late Baijnath Agrawal, by faith Hindu, by Occupation Business, by Nationality: Indian, residing at 10/14, Brijdham Housing Complex, 211, Canal Street, Shreebhumi, Post Office: Shreebhumi, Police Station: Lake Town, Kolkata- 700 048,
- (2) ENTICE LANDMARK PRIVATE LIMITED, a company duly incorporated under the relevant Provisions of the Companies Act, 1956 having PAN. AADCE8949A, having its registered office at "Shiva Heights", 171A, Ramesh Dutta Street, Ground Floor, Post Office Beadon Street, Police Station: Burtolla, Kolkata 700 006 being duly represented by one of its Director SHRI. AYUSH AGRAWAL having Pan: BGZPA7986D, son of Mr. Brijesh Kumar Agrawal, by faith Hindu, by Occupation Business, by Nationality: Indian, residing at 10/14, Brijdham Housing Complex, 211, Canal Street, Shreebhumi, Post Office: Shreebhumi, Police Station: Lake Town, Kolkata-700 048;
- (3) SMT SARASWATI DEVI AGRAWAL, having PAN: AECPA3729C, wife of Late Baijnath Agrawal, by faith Hindu, by Occupation Housewife, by Nationality: Indian, residing at 6/6, Brijdham Housing Complex, 255, Canal Street, Shreebhumi, Post Office: Shreebhumi, Police Station: Lake Town, Kolkata-700 048;
- (4) SAHARSH PROJECTS PRIVATE LIMITED, a company duly incorporated under the relevant Provisions of the Companies Act, 1956 having PAN. AATCS8669P, having its registered office at "Shiva Heights", 171A, Ramesh Dutta Street, Ground Floor, Post Office Beadon Street, Police Station: Burtolla, Kolkata 700 006 being duly represented by one of its Director SHRI AYUSH AGRAWAL having Pan: BGZPA7986D, son of Shri Brijesh Kumar Agrawal, by faith Hindu, by Occupation Business, by Nationality: Indian, residing at 10/14, Brijdham Housing Complex, 211, Canal Street, Shreebhumi, Post Office: Shreebhumi, Police Station: Lake Town, Kolkata-700 048.
- (5) Brijesh Kumar Agrawal (HUF) having PAN: AAFHB5706H represented by its Karta Shri. Brijesh Kumar Agrawal, having Pan: ACYPA6430G, son of Late Baijnath Agrawal, by faith Hindu, by Occupation Business, by Nationality: Indian,

residing at 17/H/8, Balai Singhi Lane, Post Office: Amherst Street, Police Station: Amherst street, Kolkata- 700 009

- (6) TELLUS PROPERTIES PRIVATE LIMITED, a company duly incorporated under the relevant Provisions of the Companies Act, 1956 having PAN. AAECT7376D, having its registered office at "Shiva Heights", 171A, Ramesh Dutta Street, Ground Floor, Post Office Beadon Street, Police Station: Burtolla, Kolkata 700 006 being duly represented by one of its Director SHRI SACHINDRA KUMAR JHA having Pan: AGLPJ5617K, son of Late Biswambar Kumar Jha, by faith Hindu, by Occupation Business, by Nationality: Indian, residing at Shastrinagar Barobahera, Opposite Madan Shop, Konnagar, Post Office: Barobahera, Police Station: Uttarpara, Hoogly-712246;
- (7) PEARLTREE INFRASTRUCTURE PRIVATE LIMITED, a company duly incorporated under the relevant Provisions of the Companies Act, 1956 having PAN. AAHCP5344E, having its registered office at "Shiva Heights", 171A, Ramesh Dutta Street, Ground Floor, Post Office Beadon Street, Police Station: Burtolla, Kolkata 700 006 being duly represented by one of its Director SMT. AHSA DEVI AGRAWAL having PAN: ACNPA6738L, wife of Shri Brijesh Kumar Agrawal, by faith Hindu, by Occupation Business, by Nationality: Indian, residing at 10/14, Brijdham Housing Complex, 211, Canal Street, Shreebhumi, Post Office: Shreebhumi, Police Station: Lake Town, Kolkata-700 048,
- (8) SUBHASH CHANDRA SULTANIA, having PAN: ALQPS1611L, son of Late Ram Niranjan Sultania, by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at 18A, Ramkrishna Samadhi Road, Police Station – Phoolbagan, Post Office - Kankurgachi, Kolkata-700054
- (9) SHRI ANKIT AGRAWAL having PAN: BGZPA8163N, son of Shri. Brijesh Kumar Agrawal, by faith Hindu, by Occupation: Business, by Nationality: Indian, residing at 10/14, Brijdham Housing Complex, 211, Canal Street, Shreebhumi, Post Office: Shreebhumi, Police Station: Lake Town, Kolkata-700 048;
- (10) KEDARNATH ENTERPRISES PRIVATE LIMITED, (Formerly known as KEDARNATH HEIGHTS PVT. LTD.) a company duly incorporated under the relevant Provisions of the Companies Act, 1956 having PAN. AAFCK2405B, having its registered office at 8, Zarrif Lane, Kolkata – 700 006 (formerly at "Shiva Heights", 171A, Ramesh Dutta Street, Ground Floor, Kolkata 700 006) Post Office - Beadon Street, Police Station: Burtolla, being duly represented by one of its Director SHRI

ANKIT AGRAWAL having PAN: BGZPA8163N, son of Shri. Brijesh Kumar Agrawal, by faith Hindu, by Occupation - Business, by Nationality: Indian, residing at 10/14, Brijdham Housing Complex, 211, Canal Street, Shreebhumi, Post Office: Shreebhumi, Police Station: Lake Town, Kolkata-700 048;

- (11) AMARNATH NIRMAN PRIVATE LIMITED, a company duly incorporated under the relevant Provisions of the Companies Act, 1956 having PAN. AALCA8304P, having its registered office at "Shiva Heights", 171A, Ramesh Dutta Street, Ground Floor, Post Office Beadon Street, Police Station: Burtolla, Kolkata 700 006 being duly represented by one of its Director SHRI. AYUSH AGRAWAL having Pan: BGZPA7986D, son of Mr. Brijesh Kumar Agrawal, by faith Hindu, by Occupation Business, by Nationality: Indian, residing at 10/14, Brijdham Housing Complex, 211, Canal Street, Shreebhumi, Post Office: Shreebhumi, Police Station: Lake Town, Kolkata-700 048,
- (12) Ayush Agrawal (PAN: BGZPA7986D) son of Mr. Brijesh Kumar Agrawal, residing at 10/14, Brijdham Housing Complex, 211, Canal Street, Shreebhumi, Post Office: Shreebhumi, Police Station: Lake Town, Kolkata- 700 048 by Occupation – Business, By Nationality – Indian.
- (13) Subhash Chandra Sultania (HUF) (PAN: AAYHS5868N) reprsented by Subhash Chandra Sultania, Karta of HUF (PAN ALQPS1611L) son of Late Ram Niranjan Sultania, residing at Brijdham Housing Complex, Building No. 5, Flat No. 19, 255, Canal Street, P.O. Sreebhumi, P.S. Lake Town, Kolkata 700048 by Occupation Business, By Nationality Indian.

(The parties above named are collectively referred to as the **Owners** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include (as the case may be) their respective successor or successors-in-office and/or assigns and /or their legal heirs and representatives, administrators, executors and assign/s)

AND

NEELKANTH NIRMAN PVT. LTD., having PAN – AACCN0826A a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at the premises no. 17/H/8, Balai Singhi Lane, 1st Floor, Kolkata, Post Office - Amherst Street, Police Station- Amherst Street, Pin- 700 009, represented by its Director Sri. Brijesh Kumar Agrawal (having PAN – ACYPA6430G) son of Late Baij Nath Agrawal, by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at 10/14, Brijdham Housing Complex, Shreebhumi, 211, Canal Street, Kolkata, Post Office - Shreebhumi, Police Station - Lake

Town, Pin- 700 048, hereinafter called and referred to as "<u>DEVELOPER</u>" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office and/or assigns), of the <u>SECOND</u> PART.

WHEREAS:

- A. The OWNERS herein are seized and possessed either as owners and /or beneficial owners of or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land measuring 182.856 Decimals equivalent to 110 Cottahs 10 Chittacks 2 Sq.ft. comprised in R.S & L.R. Dag Nos. No. 3939, 3938, 1061, 3916, and 3915 under L.R. Khatian No. 1850/2, 1717/2 and 1624/3, 3240,3241, 3242, 2597, 943, 1224, 4326, 2957, New L.R. Khatian nos. 3055, 3056, 3058, 3085, 3181, 3231, 3494, 5773, 5602, 5422, 5647, 5721, 5648, 5667, 6066, 5422, 5707, 6110 & 6109, in Mouza- Chakpachuria and Patharghata, J.L. No.33, 36 within the District of North 24 Parganas under Police Station- New Town, Pin code- 700135 more fully and particularly mentioned, described, explained, enumerated, provided and given in Part-II, Part-III PART IV, and Part V of the FIRST SCHEDULE mentioned hereunder (hereinafter referred to as the said premises) free from all encumbrances and the entire land is described in Part-VI of the FIRST SCHEDULE.
- B. The OWNERS herein are desirous of raising, constructing, erecting, promoting, building and development of the multi-storied building/s on the said Land described in the first schedule and/or together with other land in the vicinity and /or enter into suitable arrangements in respect thereof and as such invited offer/s from DEVELOPER /s.
- C. DEVELOPER herein coming to know about the intention of OWNERS herein as aforesaid approached and/or offered the OWNERS herein to cause development at or upon the said land and to construct, erect, develop, built and promote building/buildings of various types and in the form of housing/commercial and/or housing-cum-commercial complex, with the land OWNERS of adjacent and/or adjoining lands as per the scheme of development containing the design and features as may be adopted/conceptualized from time to by DEVELOPER and /or building plan or plans to be sanctioned and/or approved by the authority concerned (hereinafter referred to as the "SAID PROJECT") on the said premises and OWNERS herein has agreed to such offer on the stipulated terms and conditions.

- D. OWNERS being desirous of having the lands described in the First Schedule to be put in and used in the said project on the terms, conditions and proposals of DEVELOPER, has agreed to join DEVELOPER and put the said land at the disposal of DEVELOPER for the benefit of OWNERS and commercial exploitation thereof and on the terms and conditions hereinafter appearing.
- E. The consideration/s payable as well as benefit to enure to the respective parties have been mutually agreed upon and the allocation receivable by OWNERS and DEVELOPER has been decided and finalised.

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

ARTICLE -A

DEFINITIONS.

IN THESE PRESENTS UNLESS THERE IS ANYTHING CONTRARY AND/OR REPUGNANT THE FOLLOWING HAVE THE MEANINGS AND EXPRESSIONS AS FOLLOWS:

OWNERS shall mean (1) NEELKANTH NIRMAN PRIVATE LIMITED, (2) ENTICE LANDMARK PRIVATE LIMITED, (3) SMT SARASWATI DEVI AGRAWAL, (4) SAHARSH PROJECTS PRIVATE LIMITED, (5) SHRI. BRIJESH KUMAR AGRAWAL (HUF), (6) TELLUS PROPERTIES PRIVATE LIMITED, (7) PEARLTREE INFRASTRUCTURE PRIVATE LIMITED, (8) SUBHASH CHANDRA SULTANIA, (9) SHRI ANKIT AGRAWAL (10) KEDARNATH ENTERPRISES PRIVATE LIMITED, (11) AMARNATH NIRMAN PRIVATE LIMITED, (12) SHRI AYUSH AGRAWAL (13) SUBHASH CHANDRA SULTANIA (HUF) and shall mean their legal heirs, representatives, executors, administrators, successors and assigns.

- DEVELOPER shall mean NEELKANTH NIRMAN PVT. LTD. a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at the premises 17/H/8, Balai Singhi Lane, 1st Floor, Kolkata – 700 009.
- INTENDING PURCHASER shall mean the intending Purchaser intending to procure for valuable consideration payable to the DEVELOPER any Units, Flats, Car Parking

Space etc. at and under the said multi-storied building/s of the said form of housing/commercial and/or housing-cum-commercial complex, as part of a composite scheme consisting of farm houses, out houses, row houses, villas, duplex and/or integrated complex in the said project.

- TITLE DEED shall mean the various documents evidencing title and other documents
 concerning the titles and/or as are held by the Title Holders whose names appear in
 the First Column of the First Schedule described hereunder.
- PREMISES shall mean ALL THAT Piece and Parcel of Land admeasuring an area of Total land 182.856 Decimals equivalent to 110 Cottahs 10 Chittacks 2 Sq.ft. provided and given in the part VI of the FIRST SCHEDULE.
- 5. SAID PROJECT/ COMPLEX BUILDINGS shall mean and include the proposed building or buildings forming parts of the consisting of Units, Flats, Car Parking Space etc. at and under the said multi-storied building/s of the said form of housing/commercial and/or housing-cum-commercial complex, to be constructed erected and completed by DEVELOPER herein along with and/or separately with OWNERS of adjoining lands and in accordance with the map or plan to be sanctioned by the authorities concerned on the said premises or modification/s thereof.
- 6. ADVOCATE shall mean A.K. Chowdhary & Co., Advocates of 10, Old Post Office Street, Room no. 21, 1st Floor, Kolkata 700 001 as the Advocate of the Parties herein as appointed by OWNERS herein to act on their behalf for the entire project.
- 7. COMMON FACILITIES AND AMENITIES shall mean and include all areas and utilities in the said Project which has not been specifically allotted or sold and shall be common for all the purchasers who shall ultimately acquire Unit/Flat/Car Parking, Space holders, farm houses, out houses, row houses, villas, duplex and all its expenses including those in maintenance, operation, repairing, renovating, painting, rebuilding, reconstructing, decorating, replacing and administration shall be borne by OWNERS of each individual Unit/Flat/Car Parking Space holders, farm houses, out houses, row houses, villas, duplex in the complex proportionately.
- 8. SALEABLE SPACE shall mean all the constructed and/or open space of the entire area which can fetch revenue and rights in size, location advantage and market value of the said Project and/or Building/s forming parts of the said premises available in

- PROJECT shall mean the Project undertaken by DEVELOPER herein on the said premises to be constructed erected and comprising of Units, Flats, Car Parking Space etc at and under the said multi-storied building/s of the said form of housing/commercial and/or housing-cum-commercial complex, capable of being held and/or enjoyed independently of each other.
- 15. SPECIFICATION shall mean the specifications required for the purpose of construction, erection, promotion, building and development of the said multi-storied building/s being the parts and parcels of the residential/commercial and/or residential-cum-commercial project as may be divided by the Architect as more fully and particularly mentioned, described, explained, enumerated, provided and given in the SECOND SCHEDULE hereunder written and/or given.
- 16. TRANSFER with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in the said Units, Flats, Car Parking Space etc at and under the said multi-storied building/s of the said form of housing/commercial and/or housing-cum-commercial complex, to the intending purchaser/s/buyer/s/lessee/s/tenant/s.
- 17. INTENDING PURCHASER shall mean a person firm, limited company, association of persons to whom any space in the said project shall be transferred, alienated, granted, demised, devised, provided and given.
- 18. Words importing singular shall include plural and vice versa.
- 19. Words importing masculine gender shall include Feminine and Neuter genders like wise words imparting feminine gender shall include masculine and neuter genders and similarly words imparting Neuter Gender shall include masculine and feminine genders.

ARTICLE-B

(COMMENCEMENT)

 These presents is commenced and/or shall be deemed to have commenced on and with effect from the date, month and year first above written. Unless terminated by mutual consent this agreement shall remain in full force and effect until such time the said project is completed and all the area's sold and possession delivered.

ARTICLE-C OWNERS' RIGHT AND REPRESENTATION

- 3.1 At or before entering into these presents OWNERS herein has assured and represented to DEVELOPER herein as follows:
- i) That OWNERS herein are the sole and absolute benificiary having a clear and marketable title of the entirety of the said premises more fully and particularly mentioned, described, explained, enumerated, provided and given at and under the First Schedule hereunder written and/or given.
- ii) That the said premises more fully and particularly mentioned, described, explained, enumerated, provided and given at and under the First Schedule hereunder written and/or given is free from all sorts of encumbrances, charges, liens, lispendens, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference.
- iii) That **OWNERS** herein are in uninterrupted and peaceful possession of the said premises without any interruption or disturbance and/or claim from any person and/or interested persons in respect of any part or portion of the said premises.
- iv) That OWNERS herein have not entered into and /or shall not enter into any Agreement for Sale, Memorandum of Understanding, Transfer and/or Lease and/or Development Agreement and/or Mortgage nor have created any interest of a third party into or upon the said premises or any part or portion thereof in violation of the terms herein contained.
- v) That all municipal rates, taxes, khajana and other outgoings payable in respect of the said premises up to the date of handing over of the possession of the First Schedule property hereunder written and/or given by OWNERS herein to DEVELOPER herein as per the terms of these presents have been paid and/or shall be paid by OWNERS herein and OWNERS herein have agreed to keep DEVELOPER herein, its successor and/or successors-in-interests and assigns saved harmless and fully indemnified from all costs, charges, claims, actions, suits and proceedings thereof till the date of the said possession.

- vi) Upon handing over the possession of the first schedule land for construction, development and promotion all liabilities regarding the municipality tax, khajna or otherwise as may be applicable, statutory or non-statutory shall be born exclusively by **DEVELOPER** herein.
- vii) After handing over the possession to **DEVELOPER** the liability regarding municipality tax, rent, khajna, statutory or non-statutory shall be that of **DEVELOPER** or its nominee or nominees or the ultimate transferee.
- viii) That there is no suit or legal proceeding pending before any of the Courts nor there is any threat of any legal proceedings being initiated against **OWNERS** in respect of the entirely of the said premises on any account whatsoever or howsoever.
- ix) No acquisition or requisition proceeding/s is/are pending in respect of the said premises nor OWNERS herein have received any such notice or have any knowledge in this regard.
- x) OWNERS being desirous of having his said plot of land to be put in and used in the said project on the terms, conditions and proposals of DEVELOPER, has agreed to join DEVELOPER and put his said plot of land at the disposal of DEVELOPER for commercial exploitation thereof.
- xi) DEVELOPER shall be entitled to negotiate with the intending purchaser of the proposed saleable space on the said land and/or in the said project and for the said purpose to develop all such various plots of land of the separate OWNERS and to amalgamate and/or sub divide such plots of land for the sake of convenience and for bringing up most suitable and commercially viable project thereon.
- xii) **OWNERS** has also agreed that **DEVELOPER** shall be entitled to invite and add further area of adjacent land if it be found suitable and convenient by joining in to the said project further adjoining plots of land the owners and /or occupiers and /or benificiaries may desire to join the said project on similar and /or diverse terms and conditions.
- xiii) **OWNERS** has thus and therefore agreed to put in his said plots of land for the purpose of Development and sale to the intending purchasers at the said project wherein **DEVELOPER** shall construct or cause to constructed Bungalows/Outhouses by entering into suitable agreements/ arrangements with the intending purchaser(s).
- xiv) The **OWNERS** hereby assign all the beneficial interest under the Development Agreements to the **DEVELOPER** herein as adjustment of the security deposit amount.

3.2. Relying on the aforesaid representations and believing the same to be true and acting on the good faith thereof **DEVELOPER** herein has prima facie accepted the representations of **OWNERS** but in the event of any of the representations being found to be incorrect and/or false then and in that event it shall be the obligation of **OWNERS** to cause the same to be remedied and/or rectified entirely at their own cost.

ARTICLE-D: DEVELOPER 'S REPRESENTATION/S

- 4.1 At or before the execution of these presents the original and copy of all the title deeds, documents and papers concerning the First Schedule property hereunder written and/or given has been inspected by DEVELOPER herein and relying on the same and on the good faith thereof DEVELOPER herein is fully satisfied and confirmed about the right, and interest of OWNERS in the First Schedule lands.
- 4.2 DEVELOPER herein has assured OWNERS herein that DEVELOPER herein has adequate funds to be invested sufficiently at and under the subject project and having enough man power, technical team, technical expertise and others in order to complete and finish the subject project within the time limit as provided hereunder.

ARTICLE -E DEVELOPER'S RIGHT/S

- 5.1. In pursuance of the mutual obligations and also subject to the various terms and conditions herein contained and on the part of DEVELOPER herein to be paid performed and observed OWNERS herein have agreed to grant the exclusive right of development for commercial exploitation in respect of the said premises unto and in favor of DEVELOPER to undertake development of the said premises whereby DEVELOPER shall be entitled to undertake the said project.
- 5.2 **DEVELOPER** shall be entitled to jointly to undertake or sales and marketing related activities in the manner as detailed hereinafter.
- 5.3. OWNERS acknowledge/s at or before entering these presents that DEVELOPER herein has made known to OWNERS that DEVELOPER shall be entitled to acquire and /or enter into arrangement in respect of any other piece or parcel of land adjoining or contiguous to the first schedule land (hereinafter referred to and called as the additional area) and shall be

entitled to provide/integrate/connect all the facilities and/or utilities existent in the first schedule land and /or the said additional area and /or the project to any new building and/or buildings which may be constructed and/or promoted on the said additional area including any access and/or for the purpose of ingress in and egress from and/or through the common parts and portions of the said in the first schedule land and /or the said additional area and /or the project to the new building and/or buildings which may be constructed and/or built and/or promoted on the in the first schedule land and /or the said additional area and /or the project including drainage, sewerage, transformer, generator, cable ducts, water lines and such other facilities and/or amenities and/or utilizes which are to be provided in the said complex and/or the project as a whole.

ARTICLE -F PLAN/PERMISSION/S

- 6.1. For the purpose of undertaking development of the said premises **DEVELOPER** shall cause map or plan to be sanctioned independently in respect of the first schedule land and/or by integration and /or amalgamation of the adjoining plots of land. **OWNERS** and **DEVELOPER** mutually agree that the plan may be modified or revised or new map of plan may be submitted for sanction before the concerned authorities. In case if the sanction plan is required to be modified, revised or fresh plan required to be obtained specifically for any purpose then in such an event the sanction fee/s, fine and penalty payable shall be paid exclusively by **DEVELOPER** herein.
- 6.2 DEVELOPER is authorized by OWNERS herein to obtain the said modifications but all the cost charges and expenses including miscellaneous expenses, fees, sanction fees, penalty, architect fees etc. and related cost will be borne by DEVELOPER herein exclusively and it is further clarified that the cost of construction is to be entirely to be borne by DEVELOPER herein.
- 6.3. DEVELOPER herein will take all steps to obtain all permissions approvals and/or sanctions as may be necessary and/or required for sanction of building plan and construction work thereon as may be required by DEVELOPER from time to time and OWNERS hereby agree and undertake to sign all papers and/or documents as may be necessary and/or required.
- 6.4. DEVELOPER is permitted to submit the building plan with the concerned authorities as per the date and schedule as may be desired and deemed fit by DEVELOPER.

6.5 DEVELOPER shall develop the said premises on a Revenue Sharing basis, i.e. in consideration of the Owners granting and assigning the development rights of the said premises to the Developer, the Developer shall pay 13 % (Thirteen percent) of the Gross Sales Revenue to the Owners, subject to such deductions/arrangement hereinafter stipulated towards other deposits. In other words the Developer shall be entitled to 83% (Eighty Three percent) of the Gross Sales Revenue generated out of the project to be received from time to time.

ARTICLE –G: SPACE ALLOCATION & CONSIDERATION

- 7.1. DEVELOPER herein shall start the work of the said project by commencing construction, erection, promotion, building and development of the said project comprising of Units, Flats, Car Parking Space etc at and under the said multi-storied building/s of the said form of housing/commercial and/or housing-cum-commercial complex, at and upon the First Schedule property and /or any adjacent property and /or premises thereto hereunder written.
- 7.2 OWNERS and DEVELOPER have mutually agreed to the mode, and/or mechanism and/or consideration as manner in which the saleable space shall be dealt with and /or disposed/ and /or sold transferred or conveyed in favour of DEVELOPER and /or its nominee/nominees.
- 7.3 That Notwithstanding anything stated to the contrary elsewhere in this agreement it is expressly agreed by and between the parties that OWNERS herein has granted the right of First refusal to DEVELOPER and agreed to accept the fair market value of the Salable Space forming the part of OWNERS's Allocation and upon the project being completed OWNERS shall release unto and in favour of DEVELOPER OWNERS s allocation upon DEVELOPER paying to OWNERS the value of 10 % of Gross Sales revenue of the salable space which constitutes the OWNER'S Allocation.
- 7.4 OWNERS herein undertakes to suitably and appropriately authorize DEVELOPER with such further power and/or powers as may be required and in such form and manner as is reasonably required. However the exercise of the powers shall be in a manner so as not to fasten or create any financial liability upon OWNERS or affect the right, or interest of OWNERS in the said project in the said premises more fully and particularly mentioned, described, explained, enumerated, provided and given at and under the First Schedule hereunder written and/or given.

7.5. OWNERS herein undertakes as per demand of DEVELOPER , if required, OWNERS herein shall execute the Deed of Conveyance or Conveyances or any other Deed/s of like nature of transfer unto and in favour of DEVELOPER herein or its nominee or nominees at the costs and charges of DEVELOPER herein or its nominee or nominees and the land owners as detailed in the First Schedule and OWNERS herein agrees to join as the Vendor in the said Deed of Conveyance/s to be executed in respect of the transfer of the undivided proportionate share of the land underneath attributable to the unit sold and/or intended to be sold unto and in favour of the transferee and DEVELOPER herein shall join as Confirming Party herein in the said Deed of Conveyance.

7.6 **DEVELOPER** herein shall be entitled to sale, create mortgage, transfer, demise, grant and provide the construted space by the Power-of-Attorney/s to be conferred and executed by **OWNERS** in favour of the Developer. It is hereby agreed that **DEVELOPER** herein shall part with possession of such spaces and or such apartments constructed at or upon the first schedule premises in the manner and terms and conditions as mentioned, described, explained, enumerated, provided and given in hereunder written and/or given to the intending purchasers and also deliver possession of thereof to the intending purchasers.

7.7 REFUNDABLE ADJUSTABLE SECURITY DEPOSIT WITHOUT ANY INTEREST

- (a) The details of Security Deposit paid by the DEVELOPER and received and accepted by OWNERS on the signing of this agreement is as follows:
 - i. The receipt of Rs 1,37,518/- (Rupees One Lac Thirty Seven Thousand Five Hundred Eighteen) only paid by the DEVELOPER and received and accepted by the OWNER NO. 2 as and by way of Security Deposit is detailed in the receipt appended hereto.
 - ii. The receipt of Rs 10,00,000/- (Rupees Ten Lacs) only paid by the DEVELOPER and received and accepted by the OWNER NO. 3 as and by way of Security Deposit is detailed in the receipt appended hereto.
 - iii. The receipt of Rs 18,09,307/- (Rupees Eighteen Lacs Nine Thousand Three Hundred Seven) only paid by the DEVELOPER and received and accepted by the OWNER NO. 4 as and by way of Security Deposit is detailed in the receipt appended hereto.

- (b) The above amounts paid as security deposit to the **OWNERS** by the **DEVELOPER** shall be refunded by the **OWNERS** to the **DEVELOPER** on completion of the Project in the event the **OWNERS** fail, neglect or refuse to handover and/or refund the security deposit amount without any interest to the **OWNERS**, in such event the **DEVELOPER** shall acquire beneficial interest of the **OWNERS**' entitlement under this Agreement and accordingly the **DEVELOPER** shall be entitled to the **OWNERS**' allocation and the benefits arising therefrom.
- (c) The said security deposit shall be refunded by the owners to the developer upon the Developer handing over the owners' allocation to the Developer. That Notwithstanding anything stated to the contrary elsewhere in this agreement it is expressly agreed by and between the parties that **OWNERS** herein have granted the right of First refusal to **DEVELOPER** in respect of the Saleable Space forming the part of **OWNERS**' Allocation.

ARTICLE H: POWER OF ATTORNEY.

In furtherance of the terms of this Agreement and to give effect to the terms of this agreement and in furtherance of the intentions and provisions as contained in this agreement **OWNERS** hereby nominate, appoint, and constitute the **DEVELOPER** as their attorney and hereby empower, grant the **DEVELOPER** the rights and authorities to act and to do and to execute all or any of the following acts, deeds and things, that is to say:

- 1. To sell, alienate, transfer, convey, create mortgage, grant, give, dispose of properties described in the First Schedule hereunder written and /or the constructed/saleable spaces thereupon and/or given and to manage, control, supervise, use, possess and occupy the First Schedule property in the manner as the said attorney shall think fit and proper.
- 2. To negotiate with any of the prospective buyer/buyers and/or the party and/or parties in order to sale, dispose, alienate, transfer and conveyance of the First Schedule and /or the constructed/saleable spaces thereupon hereunder written and/or given in the manner as the said attorney shall think fit and proper.
- 3. To construct, promote, erect, develop and built multi-storied building/s at and upon the first schedule premises hereunder written and/or given.

COMPANY DETAILS

01	PROJECT NAME	CHITRAKUT HEIGHTS				
02	STREET ADDRESS 1	NEAR NASKARHATI BAZAR, PATHARGHATA, KOLKATA – 135				
03	STREET ADDRESS 2					
04	DISTRICT	NORTH 24 PARGANAS				
05	BLOCK/MUNICIPALITY	RAJARHAT				
06	POLICE STATION					
07	STATE	NEW TOWN WEST BENGAL				
08						
	PINCODE	700135				
09	APPLICANT TYPE	DIRECTOR				
10	DIST	NORTH 24 PARGANAS				
11	BLOCK/MUNICIPALITY	SOUTH DUMDUM MUNICIPALITY				
12	COMPANY NAME	NEELKANTH NIRMAN PRIVATE LIMITED				
13	COMPANY ADDRESS	17/H/8, BALAI SINGHI LANE, 1 ST FLOOR, KOLKATA – 9				
14	COMPANY CINNO	U45201WB2004PTC099071				
15	SININING AUTHORITY	DIRECTOR				
16	AUTHORITY NAME	BRIJESH KUMAR AGRAWAL				
17	DIN NO	00542311				
18	ADHAR NO	1963 5822 7726				
19	CONTACT NO	8013059824				
20	PAN NO	ACYPA6430G				
21	BANK NAME	ICICI BANK				
22	BANK ADDRESS	11,VIVEKANANDA ROAD, KOLKATA – 7				
23	PROJECT TYPE	RESIDENTIAL				
	RESIDENCIAL/COMMERCIAL/LAND					
24	TOTAL CARPET AREA	126010				
25	TOTAL SUPER BUILD UP CHARGABLE AREA	194387				
25A	TOTAL BALCONY AREA	5810				
26	NO. OF FLATS/APARTMENTS	169				
27	AREA OF LAND DEVELOP	N.A.				
	COMMERCIAL PURPOSE					
28	NO.OF OPEN PARKING	76				
29	NO. OF BASEMENT PARKING	N.A.				
30	NO. OF OTHER COVERED PARKING	96				
31	NO. OF MECHANICAL PARKING	N.A.				
32	PROJECT STATUS	UNDER CONSTRUCTION				
33	COMPLETION DATE	AUGUST 2021 + 6 MONTHS GRACE (PHASE- 1)				
34	EXTERNAL DEVELOPMENT WORKS	LEGAL AUTHORITY FOR ALL				
	BY					

- (b) The above amounts paid as security deposit to the **OWNERS** by the **DEVELOPER** shall be refunded by the **OWNERS** to the **DEVELOPER** on completion of the Project in the event the **OWNERS** fail, neglect or refuse to handover and/or refund the security deposit amount without any interest to the **OWNERS**, in such event the **DEVELOPER** shall acquire beneficial interest of the **OWNERS**' entitlement under this Agreement and accordingly the **DEVELOPER** shall be entitled to the **OWNERS**' allocation and the benefits arising therefrom.
- (c) The said security deposit shall be refunded by the owners to the developer upon the Developer handing over the owners' allocation to the Developer. That Notwithstanding anything stated to the contrary elsewhere in this agreement it is expressly agreed by and between the parties that **OWNERS** herein have granted the right of First refusal to **DEVELOPER** in respect of the Saleable Space forming the part of **OWNERS**' Allocation.

ARTICLE H: POWER OF ATTORNEY.

In furtherance of the terms of this Agreement and to give effect to the terms of this agreement and in furtherance of the intentions and provisions as contained in this agreement **OWNERS** hereby nominate, appoint, and constitute the **DEVELOPER** as their attorney and hereby empower, grant the **DEVELOPER** the rights and authorities to act and to do and to execute all or any of the following acts, deeds and things, that is to say:

- 1. To sell, alienate, transfer, convey, create mortgage, grant, give, dispose of properties described in the First Schedule hereunder written and /or the constructed/saleable spaces thereupon and/or given and to manage, control, supervise, use, possess and occupy the First Schedule property in the manner as the said attorney shall think fit and proper.
- 2. To negotiate with any of the prospective buyer/buyers and/or the party and/or parties in order to sale, dispose, alienate, transfer and conveyance of the First Schedule and /or the constructed/saleable spaces thereupon hereunder written and/or given in the manner as the said attorney shall think fit and proper.
- 3. To construct, promote, erect, develop and built multi-storied building/s at and upon the first schedule premises hereunder written and/or given.

and/or authorities whomsoever in connection with us so far it relates with the First Schedule hereunder written and/or given.

- 11. To appoint, engage and discharge any Pleader, Solicitor, Advocate, Wakil and/or Attorney/Attorneys in connection with the better management, preservation, security, control, supervision, use, occupation and enjoyment of the First Schedule hereunder written and/or given on our behalf as effectually as it could be done if the Grantors are represented physically.
- 12. To obtain necessary permission approvals and sanctions from different authorities in connection with the construction of the said projects and also for pursuing and following up the matter with the local Panchayet,
- 13. To sue, defend, prosecute and litigate with whomsoever concerned in connection with the better management, preservation, security, control, supervision, use, occupation and enjoyment of the First Schedule hereunder written and/or given on our behalf as it could be done on personal representation.
- 14. To sign, verify, draw, draft and prepare any type of application, paper, document, letter, draft and statement whatsoever and to issue and use the same in connection with the better management, preservation, security, control, supervision, use, occupation and enjoyment of the First Schedule hereunder written and/or given on our behalf as effectually as it could be done personally.
- 15. The Attorneys name herein shall be authorized to act jointly and/or severally without any further permission being required.
- 16. And generally to do, execute and perform any other act or acts, deed or deeds, matters or things whatsoever which in the opinion of the said attorneys ought to be done, executed and performed in relation to the First Schedule hereunder written and/or given as fully and effectually.

and/or authorities whomsoever in connection with us so far it relates with the First Schedule hereunder written and/or given.

- 11. To appoint, engage and discharge any Pleader, Solicitor, Advocate, Wakil and/or Attorney/Attorneys in connection with the better management, preservation, security, control, supervision, use, occupation and enjoyment of the First Schedule hereunder written and/or given on our behalf as effectually as it could be done if the Grantors are represented physically.
- 12. To obtain necessary permission approvals and sanctions from different authorities in connection with the construction of the said projects and also for pursuing and following up the matter with the local Panchayet,
- 13. To sue, defend, prosecute and litigate with whomsoever concerned in connection with the better management, preservation, security, control, supervision, use, occupation and enjoyment of the First Schedule hereunder written and/or given on our behalf as it could be done on personal representation.
- 14. To sign, verify, draw, draft and prepare any type of application, paper, document, letter, draft and statement whatsoever and to issue and use the same in connection with the better management, preservation, security, control, supervision, use, occupation and enjoyment of the First Schedule hereunder written and/or given on our behalf as effectually as it could be done personally.
- 15. The Attorneys name herein shall be authorized to act jointly and/or severally without any further permission being required.
- 16. And generally to do, execute and perform any other act or acts, deed or deeds, matters or things whatsoever which in the opinion of the said attorneys ought to be done, executed and performed in relation to the First Schedule hereunder written and/or given as fully and effectually.

ARTICLE-I: COMMENCEMENT OF WORK

- 9.1. OWNERS have simultaneously on the signing of this agreement put DEVELOPER in possession of the first schedule property and DEVELOPER shall start the work of the said construction, erection, promotion, building and development of the said multi-storied building/s at and upon the First Schedule property hereunder written and/or given
- 9.2. That DEVELOPER herein shall be entitled to transfer or otherwise deal with the saleable space as mentioned hereinbefore in the said project and accordingly DEVELOPER herein are entitled to enter into agreement/s for sale and/or transfer of any manner in respect of the saleable space with different purchaser/s/buyer/s/nominee/s and further shall be entitled to receive all advances and full consideration for the said area forming part of saleable space.
- 9.3. That DEVELOPER herein shall be entitled to transfer and/or assign area forming part of saleable space to any third party in phased manner and on such terms and conditions as DEVELOPER may deem fit and proper on or before the completion of the building and DEVELOPER is entitled to enter into agreement/s for sale and/or transfer in respect of said area forming part of saleable space with different purchaser/s/buyer/s/nominee/s and further shall be entitled to receive all advances and full consideration from the said area forming part of saleable space independently without making OWNERS herein a party thereof.
- 9.4. That in so far as necessary the dealings namely, submission, sanction, revision, modification of plan for the subject construction, sell, alienation, transfer, demise, devise and grant of the saleable space obtaining electricity connection, water, drainage, sewerage connections and other such facilities and utilities and others by **DEVELOPER** herein in respect of the said project shall be in the name of **OWNERS** herein for which purposes **OWNERS** herein undertake to give **DEVELOPER** such and further Power-of-Attorney/s in such form and manner as is reasonably required.

ARTICLE-J:SAID PROJECT

10.1. OWNERS herein has delivered the possession of the said premises mentioned, described, explained, enumerated, provided and given at and under the First Schedule hereunder written and/or given to DEVELOPER on the signing of these presents. The DEVELOPER shall construct erect and complete the said projects over the said premises in accordance with the building plan with good and standard materials including for the purpose

of building/buildings of various types and in the form of housing/commercial and/or housingcum-commercial complex,

10.2. That **DEVELOPER** herein shall be authorized to apply for and obtain temporary connection of water, electricity to the said project for the purpose of construction or enjoyment of the building at **DEVELOPER**'s costs and charges.

ARTICLE-K: OBLIGATION

DEVELOPER SHALL:

- Take such steps as are necessary to divert all pipes, wires, cables or other conducting media in, under or above the project which need to be diverted as a result of the development.
- ii) Install all electricity line, wiring, gas, water, and tele-communications, services and surface and soil water drainage to the premises and shall ensure that the same connect directly to the mains.
- iii) Serve such notices and enter into such agreements with statutory undertakings or other companies as may be necessary to install the services.
- iv) Give all necessary or usual notices under any statute affecting the demolition and clearance of the premises and the development, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said premises and pay all costs, fees and outgoings incidental to or consequential, on any such notice and indemnified **OWNERS** herein from and against all the costs, charges, claims, actions, suits and proceedings.
- v) Incur all costs, charges and expenses for the purpose of constructing erecting and completing the said building/s in accordance with the said plan.
- vi Not to allow any person to neither encroach nor permit any encroachment by any person and/or persons into or upon the said premises or any part or portion thereof.
- vii) Not to expose **OWNERS** herein to any liability with regard to making payment of the fees and/or charges of the Architect, Engineer and other agents as may be necessary and/or required for the purpose of construction erection and completion of the said project.
- viii) **DEVELOPER** herein declare and undertake that before starting of construction, **DEVELOPER** shall comply with all legal formalities and obtain necessary permissions from the authorities concerned.

ARTICLE-N: COMPLETION

14.1. Unless prevented by circumstances beyond the control of **DEVELOPER** and/or circumstances amounting, to force majeure as hereinafter appearing the said project shall be constructed erected and completed within such time which shall be agreed between **OWNERS** and **DEVELOPER** from time to time on mutual agreements For the purpose of completion the certificate of the Architect shall be final conclusive and binding on the parties and similarly the common facilities and/or utilities will also be completed.

ARTICLE-O: SALES AND MARKETING

- 15.1 **DEVELOPER** herein shall jointly sale and market in the form of housing/commercial and/or housing-cum-commercial complex, .
- 15.2 In accordance with the necessities and requirements as may be fit, proper and expedient DEVELOPER shall decide on the various marketing strategies and fixation of sale consideration and the matters relating to and shall jointly be liable for all brokerage and marketing expenses.
- 15.3 DEVELOPER herein shall realize the consideration from each and every Flat/Unit/Apartment/Car Parking Space and other Spaces The collection of the sale proceeds of the Owners' Allocation collected by the Developer will be reimbursed by the Developer to the Owners on quarterly basis.
- 15.4. DEVELOPER herein is authorized to and shall be realizing for each unit Flat/Unit/Apartment/Car Parking Space and other Space the costs towards transformer and electric connections, H.T. and L.T. lines, deposits for electric meter, costs for stand by generator, capital cost for equipment and development, maintenance deposits and documentation charges and municipal rates and taxes, however, the same shall not be treated as a part and parcel of the gross sale value of saleable space.
- 15.5. OWNERS to be represented by the DEVELOPER on the basis of the registered Power of Attorney and the DEVELOPER is entitled to create charge/mortgage in respect of the constructed spaces /saleable First Schedule property hereunder written and/or given in any manner whatsoever as DEVELOPER deem fit and proper. Similarly any intending purchaser/s and/or buyer/s and/or transferee/s herein create a charge or mortgage in respect

include natural calamities, Act of God, flood, tidal waves, earthquake, riot, war, storms, tempest, fire, civil commotion, air raid, strikes (including by contractor/construction agencies) lock out, transport strike, notice or prohibitory order from Municipal Corporation or any other statutory body or any Court, Receiver, Government Regulations, new and/or changes in any Municipal or other rules, laws or policies effecting or likely to affect the project or any part or portion thereof, shortage of Essential Commodities and/or any circumstances beyond the control or reasonable estimation of the parties herein.

ARTICLE R: SALE AND TRANSFER

- 18.1 DEVELOPER without requiring any consent of OWNERS be entitled to deal with and dispose of the entire allocations at such price/consideration as DEVELOPER may deem fit and proper provided that the Developer shall make over to the owners the revenues partaining to the owners allocation.
- 18.2 **DEVELOPER** shall have the right to enter into agreements or contracts for sale, transfer, gift, assignment of the Entire Allocation together with undivided share in the said property or any portion or portions thereof as may be deemed fit by **DEVELOPER** on such terms and conditions and at such consideration as the **DEVELOPER** may deem fit and proper. **OWNERS** shall not be entitled to interfere with or raise any question or objection to the acts deeds and things done by the other to their benefit and interest with regard thereto and shall have no concern therewith. In this regard, it is, however, expressly made clear that:
- 18.3 Neither party shall make any commitment or enter upon any term which is or may be repugnant to or contrary to those contained hereunder or otherwise affect or prejudice the respective rights and obligations of the Parties hereunder;
- 18.4. **OWNERS** has and /or shall further execute a General Power of Attorney in favour of **DEVELOPER** and/or its nominee and/or nominee as may be required for the purpose of obtaining necessary permission approvals and sanctions from different authorities in connection with the construction of the said projects.

ARTICLE S: BUILDING

191. **DEVELOPER** shall at its own costs construct erect and complete the Project on the said premises in accordance with the sanctioned plan as per the agreed specifications and

the common facilities and amenities hereinbefore mentioned with materials as may be certified by the Architect of the said Project and the same shall be completed within the said Completion date.

- 19.2. Subject as foresaid the decision of the Architect regarding the quality of the materials shall be final and binding between the parties hereto and the said project will be constructed erected and completed in accordance with the specifications details whereof are mentioned in the fourth schedule hereunder written.
- 19.3. It is made clear that the all unit buyers thereof shall share in common the proportionate charges for payments, deposits made to W.B.S.E.B. for H.T./L.T. Line charges, all cable installations, contractor's remuneration, transformer, meters, sub-meters and cables and their installation charges and accessories and payment in respect thereof shall be made to **DEVELOPER** who shall be entitled to recover the same from the intending purchasers.
- 19.4. **DEVELOPER** herein shall at its own costs and expenses and without creating any financial and other liability on **OWNERS** herein construct and complete the Project and various Unit/s/Flat/s/Apartments/Car Parking Space/s and Space/s therein in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by **DEVELOPER** as per the agreed specification.
- 19.5 All costs charges and expenses including Architect's Structural Engineers' fees shall be discharged by DEVELOPER and OWNERS shall bear no responsibility.
- 19.6. **OWNERS** shall not cause any obstruction or interference in **DEVELOPER** continuing with the construction erection and completion of the said Project as well as ensure that no one else claiming any right title interest through or behalf of **OWNERS** will obstruct or create any problem or difficulty in such construction.

ARTICLE T: DISPUTE RESOLUTION

20.1. All disputes and differences arising out of or in relation these presents shall be referred to Arbitral Tribunal under the provision of Arbitration and Conciliation Act, 1996 or any statutory modification thereof for the time being in force. The parties have agreed to appoint Mr A K Chowdhary Advocate of 10 Old Post office Street Kolkata. The Arbitrator has the summary power to pass interim Award, interim direction, orders etc.

20.2. Courts of Kolkata alone shall have the jurisdiction to entertain try all action, suits, proceeding/s arising out of these presents.

THE FIRST SCHEDULE ABOVE REFERRED TO AS

Part-I

ALL THAT the piece and parcel of land measuring 73.05 Decimal equivalent to 44 Cottahs 3 Chittacks 5 Sq.ft. more or less comprised in R.S.Dag No.1061, under R.S. Khaitan No. 1068, 1069, under C.S. Khaitan no. 73, comprised C.S.Dag No. 1029, under L.R. Khaitan Nos: 1666, 2960, 2514, 2515, 2515 at present 3260, 943, 943 at present 2468, 943 at present 2942, 943 at present 2468, 1850/2, 1717/2 and 1624/3, New L.R. Khatian Nos. 3055, 3056, 3058, 3085, 3181, 3231 & 3494, J.L.No. 33, R.S.No. 205 ½, Touzi No. 145 at present No.10, Mouza Chakpanchuria within the Juridiction of Pathraghata Gram Panchatyat under Rajarhat at present New Town Police Station in the District of North 24 Parganas.

Part-II

ALL THAT the piece and parcel of land measuring 9.34 Decimal equivalent to 5 Cottahs 10 Chittacks 18 Sq.ft. more or less comprised in R.S.Dag No.3939 under C.S. Khaitan No. 533, comprised in C.S Dag No. 3635, under L.R. Khatian No.3240, 3241, 3242, R.S Khaitan No. 2398, Samil, 2453, New L.R. Khatian Nos. 5773 & 5602, J.L. No.36, R.S. No. 225 Touzi Nos. 172, 173, 10 Mouza- Patharghata within the Juridiction of Pathraghata Gram Panchatyat under Rajarhat at present New Town Police Station in the District of North 24 Parganas.

Part-III

ALL THAT the piece and parcel of land measuring 32.84 Decimal equivalent to 19 Cottahs 13 Chittacks 40 Sq.ft. more or less comprised in R.S. Dag No.3938, Comprised in C.S. Dag No. 3634, under C.S. Khatian No. 1224, Samil, 274, L.R. Khatian No.2597, 2244, 1121, 5420 and 5421 (in the name of Amu Siddique Molla and rafikul Islam alias Rafikul Islam Molla), New L.R. Khatian Nos. 5422, 5647 & 5721, J.L. No.36, R.S No. 225, Touzi No. 172, 10 in Mouza- Patharghata within the Juridiction of Pathraghata Gram Panchatyat under Rajarhat at present New Town Police Station in the District of North 24 Parganas.

Patrt - IV

ALL THAT the piece and parcel of land measuring 25.626 Decimal equivalent to 15 Cottahs 8 Chittacks 3 Sq.ft. more or less comprised in R.S. & L.R. Dag No.3916, under L.R. Khatian No.4320, 4324, 4326, 4327 and 4335, R.S. Khatian No. 979, 2358, New L.R. Khatian Nos. 5648, 5667 & 6066, R.S. No. 225, J.L. No.36, Touzi No. 173 at present 10 in

Mouza- Partharghata, within the Juridiction of Pathraghata Gram Panchatyat under Rajarhat at present New Town Police Station in the District of North 24 Parganas.

Part-V

ALL THAT the piece and parcel of land measuring 42.00 Decimal equivalent to 25 Cottahs 6 Chittacks 25 Sq.ft. more or less comprised in R.S. & LR Dag No.3915, comprised in C.S. Dag No. 3614, under C.S. Khaitan No. 1224, under L.R. Khaitan No. 3207, 3228 at present 5151, 3236 and 3237, New L.R. Khaitan nos. 5422, 5707, 6110 & 6109, Touzi No. 10, in Mouza- Patharghata, J.L. No.36, R.S. No. 225, Sali land within the Juridiction of Pathraghata Gram Panchatyat under Rajarhat at present New Town Police Station in the District of North 24 Parganas.

PART VI ENTIRE LAND

ALL THAT the piece and parcel of land measuring 182.856 Decimals equivalent to 110 Cottahs 10 Chittacks 2 Sq.ft. comprised in R.S & L.R. Dag Nos. No. 3939, 3938, 1061, 3916, and 3915 under L.R. Khatian No. 1850/2, 1717/2 and 1624/3, 3240,3241, 3242, 2597, 943, 1224, 4326, 2957, New L.R. Khatian nos. 3055, 3056, 3058, 3085, 3181, 3231, 3494, 5773, 5602, 5422, 5647, 5721, 5648, 5667, 6066, 5422, 5707, 6110 & 6109, in Mouza-Chakpachuria and Patharghata, J.L. No.33, 36 within the District of North 24 Parganas under Police Station-New Town, Pin code- 700135.

THE SECOND SCHEDULE ABOVE REFERRED TO (SPECIFICATION)

CONSTRUCTION

Foundation : Earthquake resistant RCC Framed Structure

Wall : Internal: 4 Inch thick brick masonry; External: 8 Inch

brick masonry

Roof : RCC Framed Structure

Door : Quality timber frame with solid core – flush/panelled

shutters

Window : Quality aluminium frames and shutters

Living/Dining Room : Large Vitrified tile Flooring of reputed make

Bedroom : 2' x 2' Vitrified tile Flooring of reputed make

Kitchen : Floor: Antiskid Ceramic Tiles

Counters: Granite top platform with stainless steel sink

of reputed make

Wall: Glazed Tiles Dado up to 2.5 feet high above

platform

Toilets : Floor : Antiskid Ceramic Tiles

Wall: Glazed Tiles Dado up to door height

Sanitary ware: White color of sanitary ware of Hindware

or, equivalent with Essco or, equivalent CP fittings

Electrical : Concealed copper wiring of Havells or, equivalent make,

MCB & modular switches of Havells or, equivalent telephone & TV cable points in living/dining. Geyser points in bathrooms, A.C. points in Master bedroom and

AC ledge

Interior Finish : Plaster of Paris over cement plaster

Exterior Finish : Weather proof paint over plastered walls

Landscape Wide spacious staircase, elegantly designed lobby and

corridors with high quality marble / Tiles

Intercom : Every Flat (connection up to Drawing Room) only

connection

IN WITNESS WHEREOF the parties have set	and subscribe their respective hands, seals the
day, month and year first above written.	Neelkanth Nirman (Pvt.) Ltd.
SIGNED, SEALED AND DELIVERED by	
OWNERS at Kolkata in the presence of:	Ossipsh Kuman desavoal
WITNESSES:	ENTICE LANDMARK PVT. LTD.
1. Himir ChalpenLortz: 39/1, Shib Nasayan Jes dan	Director Director
KO1-70000E,	3) 27 711
2 Saheb garranta	SAHARSH PROJECTS PVT. LTD.
10, ald Post Office	Ayush Ag J
Street Kol-01	BRUESH KUMAR AGRAWAL (HU.
	Brijesh Kuman Agenval
SIGNED, SEALED AND DELIVERED by	KARTA
the DEVELOPER in the presence of:	6) TELLUS PROPERTIES PVT. LTD.
WITNESSES:	Sachindra Kr. ILo
1. Minto andradork.	Director
The second secon	PEARLTREE INFRASTRUCTURE PVT. LTD.
	A.D. Agraval
1.40	Director
2 Saheb Samanta	8) Subhash Chardst suttering,
	9) Damleit Pagrawal
	(KEDARNATH ENTERPRISES PVT. LTD.
	andit Organial
Neelkanth Nirman (Pvt.) Ltd.	DIRECTOR
Brijesh Kuman Ageana	MARNATH NIRMAN PVT. LTD.
Director	Ayush Agus J Director
Droubed by	12) Ayush Agung
Blakom Pasu	SUBHASH CHANDRA SULTANIA (HUF)
High court, calculla	13) Subhaba Chaudra Sulland
F-1494 1212 2012	KARTA

Subhaba Choudry surround

REFUNDABLE/ ADJUSTABLE SECURITY DEPOSIT WITHOUT ANY INETERST

Received Rupees 1,37,518/- (Rupees One Lac Thirty Seven Thousand Five Hundred Eighteen) only by Cheque from the DEVELOPER by OWNER No. 2 as per the details as within mentioned.

Received Rupees 10,00,000/- (Rupees Ten Lacs) only by Cheque from the DEVELOPER OWNER No. 3 as per the details as within mentioned.

Received Rupees 18,09,307/- (Rupees Eighteen Lacs Nine Thousand Three Hundred Seven) only by Cheque from the DEVELOPER OWNER No. 4 as per the details as within mentioned.

Received Rupees 10,00,000/- (Rupees Ten Lacs) only by Cheque from the DEVELOPER OWNER No. 5 as per the details as within mentioned.

Received Rupees 11,00,000/- (Rupees Eleven Lacs) only by Cheque from the DEVELOPER OWNER No. 6 as per the details as within mentioned.

Received Rupees 18,00,000/- (Rupees Eighteen Lacs) only by Cheque from the DEVELOPER OWNER No. 7 as per the details as within mentioned.

Received Rupees 10,00,000/- (Rupees Ten Lacs) only by Cheque from the DEVELOPER OWNER No. 8 as per the details as within mentioned.

Received Rupees 12,00,000/- (Rupees Twelve Lacs) only by Cheque from the DEVELOPER OWNER No. 9 as per the details as within mentioned.

Received Rupees 46,98,167/- (Rupees Forty Six Lac Ninety Eight Thousand One Hundred Sixty Seven) only by Cheque from the DEVELOPER OWNER No. 10 as per the details as within mentioned.

Received Rupees 10,00,000/- (Rupees Ten Lacs) only by Cheque from the DEVELOPER OWNER No. 11 as per the details as within mentioned.

Received Rupees 12,00,000/- (Rupees Twelve Lacs) only by Cheque from the DEVELOPER OWNER No. 12 as per the details as within mentioned.

Received Rupees 5,00,000/- (Rupees Five Lacs) only by Cheque from the DEVELOPER OWNER No. 13 as per the details as within mentioned.

WITNESSES:

1. Hinrir Onourabork -

2. Saheb Samanta

	SPEC	CIMEN FORM	FOR TEN FINC	BERS PRINT		
	(Fremon)	0		0		
	Johnn	Little	Ring	Middle (Left Hand)	Fore	Thumb
		non-				
1	Basiljegh Kimmed				0	•
	CO	Thumb	Fore	Middle	Ring	Little
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	96	8				
and the second	1 1	Little	Ring	Middle	Fore	Thumb
	1	200		(Left Hand)		
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	X	Thumb	Fore	Middle	Ring	Little
	. C.			(Right Hand)		
	0		TOTAL X			
	J. J.	Little	Ring	Mraale	Fore W	Thumb
	SHS .	Little	Ring		Port	Thumb
	भ्रम्			Mrddle (Left Hand)	Pare	
	भिरमें	Little	Ring	Mradie (Left Hand) Middle	Port	Thumb
	मिर्मार्			Mrddle (Left Hand)	Foxe	
	\$ 5HFAB	Thumb	Pose	Middle (Left Hand) Middle (Right Hand)		in le
	Mother - But			Middle (Left Hand) Middle (Right Hand)	Rang	
	90	Thumb	Pose	Middle (Left Hand) Middle (Right Hand)		in le
	90	Thumb	Pors	Middle (Left Hand) Middle (Right Hand) Middle (Left Hand)		Thumb
	Mysh deg & Stoph heap	Thumb	Pose	Middle (Left Hand) Middle (Right Hand)		in le

SPECIMEN FORM FOR TEN FINGERS PRINT						
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	3	Dittie	King	(Left Hand)	Fore	Penermo
	British Kumen Afrawa			W 1532 W	•	
	08	Thumb	Fore	Middle	Ring	Little
	(6)	43		(Right Hand)		
	valva Kor Ju	Little	Ring	Middle	Fore	Thumb
THE RESERVE	1			(Left Hand)		- Caralito
	Sachively					
	10	Thumb	Fore	Middle	Ring	Little
	(Right Hand)					
	1	(
	B	Little	Ring	Middle	Fore	Thumb
	A. O. Agram			(Left Hand)		
	V	Thumb	Fore	Middle	Ring	Little
	(Right Hand)					
	Subhash Chardon Suthawa,					
A		Little	Ring	Middle	Fore	Thumb
	theigh cho			(Left Hand)		
	्र	Thumb	Fore	Middle	Ring	Little
		CSEC.		(Right Hand)		

	SPEC	CIMEN FORM	FOR TEN FIN	GERS PRINT		
	Som al					
100 T 2000	300	Little	Ring	Middle	Fore	Thumb
	Soulist Co			(Left Hand)	0	
	M.	Thumb	-Epre	Middle (Right Hand)	Rung	Little
	9	0				
1000	Count	Little	Ring	Middle	Fore	Thumb
	31	-	-300	(Left Hand)		
	Met P. Cog					
	6,	Thumb	Fore	Middle	Ring	Little
				(Right Hand)		
	\$					
		Little	Ring	Middle	Fore	Thumb
	1			(Left Hand)		
	Ayou A					
	8	Thumb	Fore	Middle	Ring	Little
				(Right Hand)		
6	80					
	00	Little	Ring	Middle	Fore	Trumb
	8			(Left Hand)		-
	Ayer A					
	6	Thromb	Fore	Middle	Ring	time
				(Right Hand)		



	SPEC	IMEN FORM	FOR TEN FIN	GERS PRINT		
	Subheen Charoth Suthant, 9,	Little	Ring	Middle (Left Hand)	Fore	Thumb
	bhall Cham		III. See			
-	-8	Thumb	Fore	Middle	Ring	Little
	97.H		450	(Right Hand)		
	Hamar (0				
		Little	Ring	Middle	Fore	Thumb
	2			(Left Hand)		
	Borijesh Kumen		0		8	•
-	0	Thumb	Fore	Middle	Ring	Little
	(5)			(Right Hand)		
рното		Little	Ring	Middle (Left Hand)	Fore	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring	Little
PHOTO	a de	Little	Ring	Middle (Left Hand)	Fore	Thumb
D		Thumb	Fore	Middle (Right Hand)	Ring	Little
				(Kight Hand)		

आयकर विमाग

INCOME TAX DEPARTMENT

NEELKANTH NIRMAN PRIVATE

भारत सरकार GOVT OF INDIA

09/07/2004

Permanent Account Number

AACCH0826A

11022010

आयकर विमाग

भारत सरकार INCOME TAX DEPARTMENT GOVT. OF INDIA

ENTICE LANDMARK PRIVATE LIMITED

04/03/2015

AADCE8949A

HOT ROW PERMANENT ACCOUNT NUMBER AECPA3729C





HIN JNAME SARSWATI DEVI AGARWAL

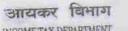
BRIDGE HIN FATHERS NAME BAUNATH AGARWAL

UPH FAST /DATE OF BIRTH 12-05-1934

FREMEN SIGNATURE

anses arges, w.w. tit

COMMISSIONER OF INCOME-TAX, W.B. - III



INCOME TAX DEPARTMENT

SAHARSH PROJECTS PRIVATE

19/11/2013 Permanent Account Number AATCS8669P मारत सरकार GOVT. OF INDIA



102800



BAIJNATH AGRAWAL

06/06/1964 Permanent Account Number ACYPA6430G







TELLUS PROPERTIES PRIVATE LIMITED

12/08/2013 Permanent Account Number

AAECT7376D

आयकर विभाग INCOMETAX DEPARTMENT

PEARLTREE INFRASTRUCTURE PRIVATE LIMITED

10/01/2014

Parminent Account Number

AAHCP5344E

भारत सरकार GOVT OF INDIA



9012014

आयकर विभाग INCOME TAX DEPARTMENT

SUBHASH CHANDRA SULTANIA

RAM NIRANJAN SULTANIA

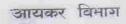
12/01/1964

Permise TACCLITCHORDS

ALQPS1611L

भारत सरकार GOVT. OF INDIA





आयकर विभाग भारत सरकार INCOMETAX DEPARTMENT & GOVT. OF INDIA

KEDARNATH ENTERPRISES PRIVATE LIMITED

17/07/2013 Permanent Account Number

AAFCK2405B

PARETHER REPRESENT



भारत सरकार GOVE OF INDIA

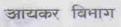
AMARNATH NIRMAN PRIVATE LIMITED

17/07/2013

Permanent Account Number

AALCABIDAR

1062013



INCOME TAX DEPARTMENT

AYUSH AGRAWAL

BRIJESH KUMAR AGARWAL

07/01/1995 Permanent Account Number BGZPA7986D

MAguy

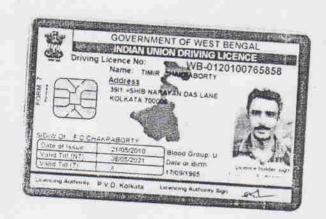
भारत सरकार GOVT OF INDIA





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BETWEEN

NEELKANTH NIRMAN PRIVATE LIMITED & ORS

..... Owners

AND

NEELKANTH NIRMAN PVT. LTD DEVELOPER

DEVELOPMENT AGREEMENT

A.K. CHOWDHARY & CO

Advocates 10, Old Post Office Street, 1st Floor, Room No. 21, Kolkata-700001

Major Information of the Deed

Deed No:	I-1904-01328/2017	Date of Registration	17/02/2017		
Query No / Year 1904-0000204191/2017		Office where deed is registered			
Query Date 16/02/2017 5:14:19 PM		A.R.A IV KOLKATA, I	District: Kolkata		
Applicant Name, Address & Other Details	t Name, Address NEELKANTH NIRMAN PRIVATE LIMITED				
Transaction		Additional Transaction			
	Agreement or Construction	[4308] Other than Immo Agreement [No of Agre than Immovable Proper 1,64,44,992/-]	ement : 2], [4311] Other		
Set Forth value		Market Value			
Resilienal Mentel		Rs. 11,79,01,422/-			
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 75,021/- (Article:48(g))		Rs. 1,80,989/- (Article:E, E, B, M(a), M(b), I)			
Remarks					

Land Details:

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

Sch	Plot Number	Khatian	Land	Use	Area of Land	Market Value (In Rs.)	Other Details
-	LR-1061	LR-3055	Bastu	Shali	73.05 Dec		Property is on Road Adjacent to Metal Road,

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Patharghata

Sch	Plot Number	Khatian Number	Land Proposed	Use	Area of Land			Other Details
	LR-3915	LR-5422	Bastu	Shali	42 Dec		2,74,54,543/-	Property is on Road Adjacent to Metal Road,
L3	LR-3916	LR-5648	Bastu	Shali	25.626 Dec		1,67,51,193/-	Property is on Road Adjacent to Metal Road,
L4	LR-3938	LR-5422	Bastu	Shali	32.84 Dec		2,14,66,838/-	Property is on Road Adjacent to Metal Road,
L5	LR-3939	LR-5773	Bastu	Shali	9.34 Dec		61,05,367/-	Property is on Road Adjacent to Metal Road,
		TOTAL:	-		109.806Dec	0 /-	717,77,941 /-	
	Grand				182.856Dec	0 /-	1179,01,422 /-	

Land Lord Details:

In City	a bold boome.
SI No	Name,Address,Photo,Finger print and Signature
	NEELKANTH NIRMAN PRIVATE LIMITED 17/H/8, BALAI SINGHI LANE, P.O:- AMHERST STREET, P.S:- Amharst Street, District:-Kolkata, West Bengal, India, PIN - 700009 PAN No. AACCN0826A, Status:Organization, Executed by: Representative
2	ENTICE LANDMARK PRIVATE LIMITED 171A, RAMESH DUTTA STREET, P.O:- BEADON STREET, P.S:- Burtola, District:-Kolkata, West Bengal, India, PIN - 700006 PAN No. AADCE8949A, Status :Organization, Executed by: Representative

211, CANAL STREET, P.O:- SHREEBHUMI, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700048 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. BZGPA8163N, Status: Individual

Name

Mr AYUSH AGRAWAL
Son of Mr BRIJESH KUMAR
AGRAWAL
Executed by: Self, Date of
Execution: 17/02/2017
Admitted by: Self, Date of
Admission: 17/02/2017 ,Place
Office

17/02/2017

17/02/2017

17/02/2017

211, CANAL STREET, P.O:- SHREEBHUMI, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700048 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. BGZPA7986D, Status: Individual

Developer Details:

SI No	Name, Address, Photo, Finger print and Signature
	NEELKANTH NIRMAN PRIVATE LIMITED 17/H/8, BALAI SINGHI LANE, P.O:- AMHERST STREET, P.S:- Amharst Street, District:-Kolkata, West Bengal, India, PIN - 700009 PAN No. AACCN0826A, Status:Organization

Representative Details:

ı	Name,Address,Photo,Finger p	orint and Signature	Name, Address, Photo, Finger print and Signature						
1	Name	Photo	Finger Print	Signature					
	Mr BRIJESH KUMAR AGRAWAL Son of Late BAIJNATH AGRAWAL Date of Execution - 17/02/2017, , Admitted by: Self, Date of Admission: 17/02/2017, Place of Admission of Execution: Office			Brijosh Kumor Agramal					
	Admission of Execution. Office	Fab 17 2017 2:52PM	LTI	17/02/2017					
	Report India PIN - 700048 S	SHREEBHUMI, P. Sex: Male, By Cas	S:- Lake Town, te: Hindu, Occu	District:-North 24-Parganas, West pation: Business, Citizen of: India, PAI					
	Bengal, India, PIN - 700048, S	SHREEBHUMI, P. Sex: Male, By Cas Representative, Re RIJESH KUMAR A	S:- Lake Town, te: Hindu, Occup epresentative of	District:-North 24-Parganas, West pation: Business, Citizen of: India, PAI : NEELKANTH NIRMAN PRIVATE					
2	Bengal, India, PIN - 700048, S No. ACYPA6430G, Status : R LIMITED (as DIRECTOR); BR PRIVATE LIMITED (as DIREC	SHREEBHUMI, P. Sex: Male, By Cas Representative, Re RIJESH KUMAR A	S:- Lake Town, te: Hindu, Occup epresentative of	District:-North 24-Parganas, West pation: Business, Citizen of: India, PAI					
2	Bengal, India, PIN - 700048, S No. ACYPA6430G, Status : R LIMITED (as DIRECTOR); BR PRIVATE LIMITED (as DIREC	SHREEBHUMI, P. Sex: Male, By Cas Representative, Re RIJESH KUMAR A CTOR)	S:- Lake Town, te: Hindu, Occu epresentative of GRAWAL (HUF	District:-North 24-Parganas, West pation: Business, Citizen of: India, PAI : NEELKANTH NIRMAN PRIVATE) (as KARTA), NEELKANTH NIRMAN					

211, CANAL STREET, P.O:- SHREEBHUMI, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700048, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. BGZPA7986D, Status: Representative, Representative of: ENTICE LANDMARK PRIVATE LIMITED (as DIRECTOR), SAHARSH PROJECTS PRIVATE LIMITED (as DIRECTOR), AMARNATH NIRMAN PRIVATE LIMITED (as DIRECTOR)

3	Name .	Photo	Finger Print	Signature
	Smt AHSA DEVI AGRAWAL Wife of Mr BRIJESH KUMAR AGRAWAL Date of Execution - 17/02/2017, , Admitted by: Self, Date of Admission: 17/02/2017, Place of Admission of Execution: Office			4DAgoonal
		Feb 17 2017 3:04PM	LTI 17/02/2017	17/02/2017

211, CANAL STREET, P.O:- SHREEBHUMI, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700048, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ACNPA6738L, Status: Representative, Representative of: PEARLTREE INFRASTRUCTURE PRIVATE LIMITED (as DIRECTOR)

4	Name	Photo	Finger Print	Signature
	Mr ANKIT AGARWAL Son of Mr BRIJESH KUMAR AGARWAL Date of Execution - 17/02/2017, , Admitted by: Self, Date of Admission: 17/02/2017, Place of Admission of Execution: Office			andert agrowal
		Feb 17 2017 2:58PM	LTI 17/02/2017	17/02/2017

211, CANAL STREET, P.O:- SHREEBHUMI, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700048, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. BGZPA8163N, Status: Representative, Representative of: KEDARNATH ENTERPRISES PRIVATE LIMITED (as DIRECTOR)

Name	Photo	Finger Print	Signature
Mr SUBHASH CHANDRA SULTANIA Son of Late RAM NIRANJAN SULTANIA Date of Execution - 17/02/2017, Admitted by: Self, Date of Admission: 17/02/2017, Place of Admission of Execution: Office			Subhassin Chanda Surrawig
TOTAL PROPERTY OF THE PROPERTY	Feb 17 2017 3:01PM	LTI 17/02/2017	17/02/2017

211, CANAL STREET, P.O:- SHREEBHUMI, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700048, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ALQPS1611L, Status: Representative, Representative of: SUBHASH CHANDRA SULTANIA (HUF) (as KARTA)

Name	Photo	Finger Print	Signature
Mr SACHINDRA KUMAR JHA Son of Late BISWAMBAR KUMAR JHA Date of Execution - 17/02/2017, Admitted by: Self, Date of Admission: 17/02/2017, Place of- Admission of Execution: Office			Sachindra Ku The
	Feb 17 2017 3:00PM	LTI 17/02/2017	17/02/2017

SHASTRINAGAR BAROBAHERA, OPP. MADAN SHOP, KONNAGAR, P.O:- BAROBAHERA, P.S:- Uttarpara, District:-Hooghly, West Bengal, India, PIN - 712246, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AGLPJ5617K, Status: Representative, Representative of: TELLUS PROPERTIES PRIVATE LIMITED (as DIRECTOR)

Identifier Details:

Name & address

Mr TIMIR CHAKRABORTY

Son of Mr FATIK CHANDRA CHAKRABORTY

39/1, SHIV NARAYAN DAS LANE, P.O:- BEADON STREET, P.S:- Amharst Street, District:-Kolkata, West Bengal, India, PIN - 700006, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Identifier Of Smt SARASWATI DEVI AGRAWAL, Mr SUBHASH CHANDRA SULTANIA, Mr ANKIT AGRAWAL, Mr AYUSH AGRAWAL, Mr BRIJESH KUMAR AGRAWAL, Mr AYUSH AGRAWAL, Smt AHSA DEVI AGRAWAL, Mr ANKIT AGARWAL, Mr SUBHASH CHANDRA SULTANIA, Mr SACHINDRA KUMAR JHA

Homis augrasort.

17/02/2017

Transf	Transfer of property for L1				
SI.No	From	To. with area (Name-Area)			
1	NEELKANTH NIRMAN PRIVATE LIMITED	NEELKANTH NIRMAN PRIVATE LIMITED-5.61923 Dec			
2	ENTICE LANDMARK PRIVATE LIMITED	NEELKANTH NIRMAN PRIVATE LIMITED-5.61923 Dec			
3	SAHARSH PROJECTS PRIVATE LIMITED	NEELKANTH NIRMAN PRIVATE LIMITED-5.61923 Dec			
4	TELLUS PROPERTIES PRIVATE LIMITED	NEELKANTH NIRMAN PRIVATE LIMITED-5.61923 Dec			
5	PEARLTREE INFRASTRUCTURE PRIVATE LIMITED	NEELKANTH NIRMAN PRIVATE LIMITED-5.61923 Dec			
6	KEDARNATH ENTERPRISES PRIVATE LIMITED	NEELKANTH NIRMAN PRIVATE LIMITED-5.61923 Dec			
7	AMARNATH NIRMAN PRIVATE LIMITED	NEELKANTH NIRMAN PRIVATE LIMITED-5.61923 Dec			
8	SUBHASH CHANDRA SULTANIA (HUF)	NEELKANTH NIRMAN PRIVATE LIMITED-5.61923 Dec			
9	Smt SARASWATI DEVI AGRAWAL	NEELKANTH NIRMAN PRIVATE LIMITED-5.61923 Dec			
10	BRIJESH KUMAR AGRAWAL (HUF)	NEELKANTH NIRMAN PRIVATE LIMITED-5.61923 Dec			
11	Mr SUBHASH CHANDRA SULTANIA				
12	Mr ANKIT AGRAWAL	NEELKANTH NIRMAN PRIVATE LIMITED-5.61923 Dec			

13	Mr AYUSH AGRAWAL	NEELKANTH NIRMAN PRIVATE LIMITED-1.97123 Dec
	fer of property for L4	
SI.No	0.0000	To, with area (Name-Area)
1	PRIVATE LIMITED	NEELKANTH NIRMAN PRIVATE LIMITED-2.52615 Dec
2	ENTICE LANDMARK PRIVATE LIMITED	NEELKANTH NIRMAN PRIVATE LIMITED-2.52615 Dec
3	SAHARSH PROJECTS PRIVATE LIMITED	NEELKANTH NIRMAN PRIVATE LIMITED-2.52615 Dec
4	TELLUS PROPERTIES PRIVATE LIMITED	NEELKANTH NIRMAN PRIVATE LIMITED-2,52615 Dec
5	INFRASTRUCTURE PRIVATE LIMITED	NEELKANTH NIRMAN PRIVATE LIMITED-2.52615 Dec
6	KEDARNATH ENTERPRISES PRIVATE LIMITED	NEELKANTH NIRMAN PRIVATE LIMITED-2.52615 Dec
7	AMARNATH NIRMAN PRIVATE LIMITED	NEELKANTH NIRMAN PRIVATE LIMITED-2.52615 Dec
8	SUBHASH CHANDRA SULTANIA (HUF)	NEELKANTH NIRMAN PRIVATE LIMITED-2.52615 Dec
9	Smt SARASWATI DEVI AGRAWAL	NEELKANTH NIRMAN PRIVATE LIMITED-2.52615 Dec
10	BRIJESH KUMAR AGRAWAL (HUF)	NEELKANTH NIRMAN PRIVATE LIMITED-2.52615 Dec
11	Mr SUBHASH CHANDRA SULTANIA	NEELKANTH NIRMAN PRIVATE LIMITED-2.52615 Dec
12	Mr ANKIT AGRAWAL	NEELKANTH NIRMAN PRIVATE LIMITED-2.52615 Dec
13	Mr AYUSH AGRAWAL	NEELKANTH NIRMAN PRIVATE LIMITED-2.52615 Dec
Trans	sfer of property for L5	
SI.No	From	To, with area (Name-Area)
1	NEELKANTH NIRMAN PRIVATE LIMITED	NEELKANTH NIRMAN PRIVATE LIMITED-0.718462 Dec
2	ENTICE LANDMARK PRIVATE LIMITED	NEELKANTH NIRMAN PRIVATE LIMITED-0.718462 Dec
3	SAHARSH PROJECTS PRIVATE LIMITED	NEELKANTH NIRMAN PRIVATE LIMITED-0.718462 Dec
4	TELLUS PROPERTIES PRIVATE LIMITED	NEELKANTH NIRMAN PRIVATE LIMITED-0.718462 Dec
5	PEARLTREE INFRASTRUCTURE PRIVATE LIMITED	NEELKANTH NIRMAN PRIVATE LIMITED-0.718462 Dec
6	KEDARNATH ENTERPRISES	NEELKANTH NIRMAN PRIVATE LIMITED-0.718462 Dec
	PRIVATE LIMITED	
7		NEELKANTH NIRMAN PRIVATE LIMITED-0.718462 Dec
7	PRIVATE LIMITED AMARNATH NIRMAN	NEELKANTH NIRMAN PRIVATE LIMITED-0.718462 Dec NEELKANTH NIRMAN PRIVATE LIMITED-0.718462 Dec
	PRIVATE LIMITED AMARNATH NIRMAN PRIVATE LIMITED SUBHASH CHANDRA	NEELKANTH NIRMAN PRIVATE LIMITED-0.718462 Dec NEELKANTH NIRMAN PRIVATE LIMITED-0.718462 Dec
8	PRIVATE LIMITED AMARNATH NIRMAN PRIVATE LIMITED SUBHASH CHANDRA SULTANIA (HUF) Smt SARASWATI DEVI	NEELKANTH NIRMAN PRIVATE LIMITED-0.718462 Dec
8	PRIVATE LIMITED AMARNATH NIRMAN PRIVATE LIMITED SUBHASH CHANDRA SULTANIA (HUF) Smt SARASWATI DEVI AGRAWAL BRIJESH KUMAR	NEELKANTH NIRMAN PRIVATE LIMITED-0.718462 Dec NEELKANTH NIRMAN PRIVATE LIMITED-0.718462 Dec NEELKANTH NIRMAN PRIVATE LIMITED-0.718462 Dec

Land Details as per Land Record

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

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 1061(Corresponding RS Plot No:- 1061), LR Khatian No:- 3055	Owner:সরস্বতী দেবী আগরও্য়াল, Gurdian:বীজনাখ, Address:নিজ, Classification:শালি, Area:0.12000000 Acre,

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Patharghata

Sch	Plot & Khatian Number	Details Of Land
L2	LR Plot No:- 3915(Corresponding RS Plot No:- 3915), LR Khatian No:- 5422	Owner:নীলকন্ঠ নিৰ্মান প্ৰাঃ লিঃ, Address:17/এইচ/৪ বলাই সিংঘি লেন কলকাতা 9, Classification:শালি, Area:0.12000000 Acre,
L3	LR Plot No:- 3916(Corresponding RS Plot No:- 3916), LR Khatian No:- 5648	Owner:আয়্য আগরওয়াল, Gurdian:রিজেশ কুমার, Address:নিজ, Classification:শালি, Area:0.11000000 Acre,
L4	LR Plot No:- 3938(Corresponding RS Plot No:- 3938), LR Khatian No:- 5422	Owner:নীলকণ্ঠ নিৰ্মান প্ৰাঃ লিঃ, Address:17/এইচ/৪ বলাই সিংঘি লেন কলকাডা 9, Classification:বাঁশঝাড়, Area:0.22000000 Acre,
L5	LR Plot No:- 3939(Corresponding RS Plot No:- 3939), LR Khatian No:- 5773	Owner:সূভাৰ চক্ত সুলতানিয়া, Gurdian:মৃত রাম নিরঞ্জ সুলতানিয়া, Address:নিজ, Classification:ভাগাড়, Area:0.03000000 Acre,

Endorsement For Deed Number: I - 190401328 / 2017

On 17-02-2017

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

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

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

Presented for registration at 14:31 hrs on 17-02-2017, at the Office of the A.R.A. - IV KOLKATA by Mr BRIJESH KUMAR AGRAWAL ,.

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 11,79,01,422/-

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

Execution is admitted on 17/02/2017 by 1. Smt SARASWATI DEVI AGRAWAL, Wife of Late BAIJNATH AGRAWAL, 255, CANAL STREET, P.O: SHREEBHUMI, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by Profession House wife, 2. Mr SUBHASH CHANDRA SULTANIA, Son of Late RAM NIRANJAN SULTANIA, 18A, RAMKRISHNA SAMADHI ROAD, P.O: KANKURGACHI, Thana: Phool Bagan, , South 24-Parganas, WEST BENGAL, India, PIN - 700054, by caste Hindu, by Profession Business, 3. Mr ANKIT AGRAWAL, Son of Mr BRIJESH KUMAR AGRAWAL, 211, CANAL STREET, P.O: SHREEBHUMI, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by Profession Business, 4. Mr AYUSH AGRAWAL, Son of Mr BRIJESH KUMAR AGRAWAL, 211, CANAL STREET, P.O: SHREEBHUMI, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by Profession Business

Indetified by Mr TIMIR CHAKRABORTY, . . , Son of Mr FATIK CHANDRA CHAKRABORTY, 39/1, SHIV NARAYAN DAS LANE, P.O: BEADON STREET, Thana: Amharst Street, , Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by profession Service

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

Execution is admitted on 17-02-2017 by Mr BRIJESH KUMAR AGRAWAL, DIRECTOR, NEELKANTH NIRMAN PRIVATE LIMITED, 17/H/8, BALAI SINGHI LANE, P.O.- AMHERST STREET, P.S.- Amharst Street, District:-Kolkata, West Bengal, India, PIN - 700009; DIRECTOR, NEELKANTH NIRMAN PRIVATE LIMITED, 17/H/8, BALAI SINGHI LANE, P.O.- AMHERST STREET, P.S.- Amharst Street, District:-Kolkata, West Bengal, India, PIN - 700009; KARTA, BRIJESH KUMAR AGRAWAL (HUF), 17/H/8, BALAI SINGHI LANE, P.O.- AMHERST STREET, P.S.- Amharst Street, District:-Kolkata, West Bengal, India, PIN - 700009

Indetified by Mr TIMIR CHAKRABORTY, . , Son of Mr FATIK CHANDRA CHAKRABORTY, 39/1, SHIV NARAYAN DAS LANE, P.O. BEADON STREET, Thana: Amharst Street, . Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by profession Service

Execution is admitted on 17-02-2017 by Mr AYUSH AGRAWAL, DIRECTOR, ENTICE LANDMARK PRIVATE LIMITED, 171A, RAMESH DUTTA STREET, P.O.- BEADON STREET, P.S.- Burtola, District:-Kolkata, West Bengal, India, PIN - 700006; DIRECTOR, SAHARSH PROJECTS PRIVATE LIMITED, 171A, RAMESH DUTTA STREET, P.O.-BEADON STREET, P.S.- Burtola, District:-Kolkata, West Bengal, India, PIN - 700006; DIRECTOR, AMARNATH NIRMAN PRIVATE LIMITED, 171A, RAMESH DUTTA STREET, P.O.- BEADON STREET, P.S.- Burtola, District:-Kolkata, West Bengal, India, PIN - 700006

Indetified by Mr TIMIR CHAKRABORTY, , , Son of Mr FATIK CHANDRA CHAKRABORTY, 39/1, SHIV NARAYAN DAS LANE, P.O: BEADON STREET, Thana: Amharst Street, , Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by profession Service

Execution is admitted on 17-02-2017 by Smt AHSA DEVI AGRAWAL, DIRECTOR, PEARLTREE INFRASTRUCTURE PRIVATE LIMITED, 171A, RAMESH DUTTA STREET, P.O.- BEADON STREET, P.S.- Burtola, District:-Kolkata, West Bengal, India, PIN - 700006

Indetified by Mr TIMIR CHAKRABORTY, , , Son of Mr FATIK CHANDRA CHAKRABORTY, 39/1, SHIV NARAYAN DAS LANE, P.O: BEADON STREET, Thana: Amharst Street, , Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by profession Service

Execution is admitted on 17-02-2017 by Mr ANKIT AGARWAL, DIRECTOR, KEDARNATH ENTERPRISES PRIVATE LIMITED, 171A, RAMESH DUTTA STREET, P.O:- BEADON STREET, P.S:- Burtola, District:-Kolkata, West Bengal, India, PIN - 700006

Indetified by Mr TIMIR CHAKRABORTY, , , Son of Mr FATIK CHANDRA CHAKRABORTY, 39/1, SHIV NARAYAN DAS LANE, P.O: BEADON STREET, Thana: Amharst Street, , Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by profession Service

Execution is admitted on 17-02-2017 by Mr SUBHASH CHANDRA SULTANIA, KARTA, SUBHASH CHANDRA SULTANIA (HUF), 255, CANAL STREET, P.O:- SHREEBHUMI, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700048

Indetified by Mr TIMIR CHAKRABORTY, , , Son of Mr FATIK CHANDRA CHAKRABORTY, 39/1, SHIV NARAYAN DAS LANE, P.O: BEADON STREET, Thana: Amharst Street, , Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by profession Service

Execution is admitted on 17-02-2017 by Mr SACHINDRA KUMAR JHA, DIRECTOR, TELLUS PROPERTIES PRIVATE LIMITED, 171A, RAMESH DUTTA STREET, P.O:- BEADON STREET, P.S:- Burtola, District:-Kolkata, West Bengal, India, PIN - 700006

Indetified by Mr TIMIR CHAKRABORTY, , , Son of Mr FATIK CHANDRA CHAKRABORTY, 39/1, SHIV NARAYAN DAS LANE, P.O: BEADON STREET, Thana: Amharst Street, , Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,80,989/- (B = Rs 1,80,884/-,E = Rs 21/-,I = Rs 55/-,M(a) = Rs 25/-,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,80,989/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/02/2017 7:17PM with Govt. Ref. No: 192016170045574141 on 16-02-2017, Amount Rs: 1,80,989/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 1149820922 on 16-02-2017, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 70,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 153884, Amount: Rs.5,000/-, Date of Purchase: 17/02/2017, Vendor name: S

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/02/2017 7:17PM with Govt. Ref. No. 192016170045574141 on 16-02-2017, Amount Rs: 70,021/-, Bank: ICICI Bank (ICIC00000006), Ref. No. 1149820922 on 16-02-2017, Head of Account 0030-02-103-003-02

Al

Asit Kumar Joarder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2017, Page from 51386 to 51450 being No 190401328 for the year 2017.



Digitally signed by ASIT KUMAR JOARDER

Date: 2017.02.22 19:02:28 +05:30 Reason: Digital Signing of Deed.

Al

(Asit Kumar Joarder) 22-02-2017 19:02:27 ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA West Bengal.

(This document is digitally signed.)

such part or size or dimension for independent use and occupation and will include the undivided impartible proportionate share in all common parts, portions, lands areas and facilities after making due provisions for the space required for common facilities and amenities.

- 9. GROSS SALES REVENUE shall mean and include all the amounts to be received by the Developer towards consideration for the saleable space comprising of flats, open terrace, car parking space usage charges, in the proposed Project and amounts receivable from the unit purchasers towards, club charges, any preferred location charges but shall not include the VAT, service tax, or any other present and future tax payable on sale of the units, as applicable, collection of various extras and deposits mentioned hereunder, stamp duty, registration fee and other incidental and allied costs, expenses, of all deeds, documents, agreements, collected from the prospective unit purchasers.
- 10. OWNERS ALLOCATION shall mean 17 (Seventeen) % of the Gross Sales Revenue of the saleable space constructed at or upon the First Schedule property together with the undivided proportionate share in the land of the FIRST SCHEDULE hereunder written and/or given.
- 11. DEVELOPERS ALLOCATION shall mean 83 (Eighty Three) % of the Gross Sales
 Revenue of the saleable space constructed at or upon the First Schedule property
 together with the undivided proportionate share in the land of the FIRST SCHEDULE
 hereunder written and/or given.
- ARCHITECT shall mean the Architect or the person or persons who may be appointed by DEVELOPER for designing and planning of the said Project.
- 13. PLAN: Shall mean the sanctioned and/or approved of the building/s sanctioned by the concerned authorities and shall also mean and include the design, layout, concept plan for the said project and shall include variations/modifications, alterations therein that may be made by DEVELOPER herein as well as all revisions, renewals and extensions thereof, if any.

