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D-08832/18

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Rs.10



INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

21AB 435648

Certified that the document is admitted to registration. The signature sheet/object's & the endorsement sheet/sheet's attached with this document's are the part of this document.

Additional District Sub-Registrar  
Barrack, New Town, North 24-Pgs

03 AUG 2018

**DEVELOPMENT AGREEMENT**

This indenture is made on this 3rd day of August, 2018

BY AND BETWEEN

9140

15 MAY 2018

No. **10/-** Date

Name

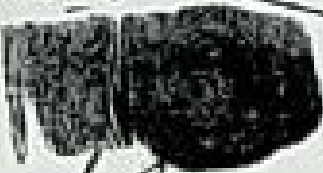
Address

Vendor

SAPTARSHI RAY  
ADVOCATE  
CALCUTTA HIGH COURT  
Dist Court Alipore/Barrack

Alipur Collectorate, 24 Pgs. (8)  
**SUBHANKAR DAS**  
**STAMP VENDOR**  
Alipur Police Court, Kol-27

*Subhankar Das*



5579

*Subhankar Das*



5580

*Md. Rezaul Karim*



Residential District Court, New Town, North 24-Pgs

2 AUG 2018

*Identified by me*

*Saptarshi Ray*  
*at Alipore (22-7-18)*

SAPTARSHI RAY  
ADVOCATE  
CALCUTTA HIGH COURT  
Dist Court Alipore/Barrack

M/s. EXCELLA REALTORS PVT. LTD. (PAN - AACCE1856B), a Company incorporated under the Companies Act, 1956, having its registered office at 291/52, Kankhali, Mandal Ganti, V.I.P. Road, PO - Airport, PS - Bagmati, Kolkata - 700052, Dist: 24 PGS (N), being represented by its Director RAHUL AMIN MOLLA @ Md. RAHUL AMIN (PAN - BCEPA4886P), s/o Md. Wahidul Islam, by faith Islam, by occupation - business, residing at Abaya Bhagabampur, PO - Pakpaler Haat, PS - Kashipur, PIN - 743510, Dist: 24 PGS (S), hereinafter for sake of brevity being referred to and called as the "LANDOWNER" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its representatives, executors, successors-in-office and assigns) being **PARTY of the FIRST PART.**

A N D

M/s. EVANIE INFRASTRUCTURE PVT. LTD. (PAN - AAECE5886B), a Company incorporated under the Companies Act, 1956 (CIN - U45309 WB2017 PTC220329), having its office at Premises No. 594/1, Dakshindari Road, "Bima Abasan", Flat No. E2/1, 1<sup>st</sup> floor, PO - Sreebhumi, PS - Lake Town, Kolkata - 700048, Dist: 24 PGS (N), being represented by its Director namely SRI SUPRIYA KUMAR PATRA (PAN - HCSPP3301E), s/o Sri Asis Kumar Patra, residing at Village - Radhapur, PO - Madhabpur, PS - Bhupatinagar, PIN - 721626, Dist: Purba Medinipur, by virtue of the resolution adopted, passed and resolved in the meeting of B.O.D. held on 03/11/2017 at 1 PM at 594/1, Dakshindari Road, 'Bima Abasan', Flat No. E2/1, 1<sup>st</sup> floor, PO - Sreebhumi, PS - Lake Town, Kolkata - 700048, Dist: 24 PGS (N), hereinafter for sake of brevity being referred to and called as the "DEVELOPER" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its representatives, executors, successors-in-office and assigns) being **PARTY of the SECOND PART.**

WHEREAS the Landowner herein purchased all that piece and parcel of land measuring about 2.92 Decimals (i.e. 1537 share in the said Dag Number) lying and situated at Mouza - Bishampur, J.L. No. 44, R.S. & L.R. Dag No. 3884 comprised in I.R. Khatian No. 3195 from Anowara Bibi by virtue of a registered Deed of Conveyance dated 26/07/2012 having Being No. 09715/2012 of ADRS Bidhanagar, recorded in Book No. 1, CD Vol. No. 13, Pg. No. 14813 - 14828.



Address: 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

02 AUG 2018

*AND WHEREAS* the Landowner herein purchased all that piece and parcel of land admeasuring about 17 Decimals (i.e. 8463 share in the said Dag Number) laying and situated at Mouza - Bishnupur, J.L. No. 44, L.R. Dag No. 3884 comprised in L.R. Khatian No. 2297 from M/s. New Town Projects Pvt. Ltd. by virtue of a registered Deed of Conveyance dated 01/11/2012 having Being No. 13614/2012 of ADSR Bidhannagar, recorded in Book No. 1, CD Vol. No. 19, Pg. No. 5252 - 5269.

*AND WHEREAS* the Landowner herein purchased all that piece and parcel of land admeasuring about 6 Decimals (i.e. 1875 share in the said Dag Number) laying and situated at Mouza - Bishnupur, J.L. No. 44, L.R. Dag No. 3885 comprised in L.R. Khatian No. 536 from Fatema Bibi and Khatujan Bibi by virtue of a registered Deed of Conveyance dated 26/07/2012 having Being No. 09699/2012 of ADSR Bidhannagar, recorded in Book No. 1, CD Vol. No. 13, Pg. No. 14497 - 14512.

*AND WHEREAS* the Landowner purchased all that piece and parcel of land admeasuring about 25 Decimals (i.e. 8125 share in the said Dag Number) laying and situated at Mouza - Bishnupur, J.L. No. 44, L.R. Dag No. 3885 comprised in L.R. Khatian No. 2297 from one Khas Mohammad Molla by virtue of two separate registered Deeds of Conveyance dated 08/08/2012 having Being No. 10323/2012 of ADSR Bidhannagar, recorded in Book No. 1, CD Vol. No. 14, Pg. No. 12387 - 12402 and Being No. 10324/2012 of ADSR Bidhannagar, recorded in Book No. 1, CD Vol. No. 14, Pg. No. 12403 - 12418.

*AND WHEREAS* the Landowner purchased all that piece and parcel of land admeasuring about 3.5 Decimals, 3.66 Decimals and 0.75 Decimals laying and situated at Mouza - Bishnupur, J.L. No. 44, L.R. Dag No. 3881, 3882 and 3883 respectively, comprised in L.R. Khatian No. 2595 and 2599 from one Rashid Middy by virtue of a registered Deed of Conveyance dated 26/12/2011 having Being No. 14554/2011 of ADSR Bidhannagar, recorded in Book No. 1, CD Vol. No. 23, Pg. No. 10876 - 10894.

*AND WHEREAS* by virtue of the aforesaid deeds, the Landowner herein became the absolute owner of land property marginally described in Schedule A & B hereinafter and mutated it's name with the concerned BL & LRO and was assigned L.R. Khatian No. 8600.

AND BY  
C...



Additional District Sales Register  
Approved New York State 24-Pgs

02 AUG 7818

*AND WHEREAS* the Landowner had applied and obtained Permission for Conversion of Land Classification from "Sali" to "Housing Complex" vide Memo No. 05/14/1954/1 (S)/SDL/BST/2015 dated 24/08/2015 issued by the office of SDL & LRO, Barasat and subsequently applied and obtained Sanctioned Building Plan from the concerned Zilla Parishad.

*AND WHEREAS* the Landowner herein being desirous to develop it's land property for commercial gains by constructing several multi-storied buildings consisting of several self contained residential flats, garages, shops and/or commercial spaces etc. and had approached the PARTY of the SECOND PART; being a Developer of great repute and stature; possesses the required qualities, expertise and experience to come up with such Housing Project of mass scale. Pursuant to the negotiations by the parties herein, the Developer has agreed to develop the land morefully described in Schedule A, B & C hereinafter. The PARTY of the FIRST PART being the Landowner, do hereby appoint the PARTY of the SECOND PART as the Developer of the proposed Housing Project to be built and constructed on the land property morefully described in Schedule A, B & C hereinafter and on the terms and conditions contained hereinafter. The proposed Housing Project will be developed by the Developer.

*AND WHEREAS* the Landowner have represented to the Developer that the said land morefully described in Schedule A, B & C hereinafter is free from all sorts of encumbrances, attachments, liens, acquisitions and is not a subject matter of any dispute pending before any court of law.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-**

- That the Landowner herein do hereby nominate and constitute the Developer herein to develop the said property at it's own cost by constructing the proposed Housing Project consisting of several multi-storied buildings thereon consisting of several self-contained complete residential flats, commercial space, car parking etc. as per the Sanctioned Building Plan approved by the concerned competent authorities.
- That in consideration of the Landowner herein having appointed the PARTY of the SECOND PART as the Developer of the said property and in agreeing to allow the Developer to develop the said property, the Landowner shall be entitled to receive 28% of

the number  
found.



Additional District S. H. Mysuru  
Mysuru, New Town, North 24-998

02 AUG 2018



the constructed area (inclusive of 25% super built up area) on the land provided by the Landowner for the proposed Housing Project in forms of flats, units, apartments, commercial space, garage, shops, together with undivided, proportionate, variable, impartible share in the land beneath the building in lieu of it's Landowner's Allocation and the Developer shall be entitled to receive entire area of the Housing Project save and except Landowner's Allocation, in lieu of it's Developer's Allocation to which the Developer shall have the exclusive right to sale, gift, mortgage, rent or transact in any manner as deemed fit and proper by the Developer. All calculations regarding the Landowner's Allocation shall be applicable on the total land morefully described in Schedule A & B only and exclude the lands in Schedule C hereinafter for the purpose of area calculations.

- The proposed Housing Project; that is to be constructed on the land morefully described in Schedule A, B & C hereinafter; shall be named as per the choice and decision of the Developer and the area of the proposed Housing Project may also extend to and include other adjoining areas within the vicinity of the proposed Housing Project which are from time to time will be purchased by the Landowner either in it's name or in the name of it's sister concern or subsidiary companies. The name and style of the Housing Project shall not be changed under any circumstance except the Developer herein decides to do so. The proposed Housing Project would be constructed phase wise and each phase maybe named and termed accordingly from time to time.

- That the Landowner shall; within 7 days from the execution of these presents; deliver or cause to be delivered peaceful vacant possession of the land morefully described in Schedule A, B & C hereinafter in accordance to the terms and conditions contained herein along with all original title deeds, concerned documents, certified copies, Sanctioned Building Plans (if any), permissions and orders from the concerned authorities in connection to the property under consideration, to the Developer herein and the same shall be in the custody and possession of the Developer and the same shall be handed over to the Flat/Apartment Owner's Association on or after it's formation or the Landowner shall make all original title deeds and documents available for inspection and obtaining of certified copies thereof as and when demanded or required by the Developer or proposed Purchaser/s or bank or financial institutions. The said original title deeds and documents shall have to be made available within 2 (two) days from the date of formal intimation.



Additional District Sec-Register  
Material, New York, North 24-199

02 AUG 70W

- Immediately on the execution of these presents, the Landowner herein shall execute a Power of Attorney in favour of the Developer for the purpose of development and signing and/or executing all the applications, proceedings, plans, etc. to obtain necessary approval from the various authorities in connection with the developmental work, for and to appear and represent the Landowner before all the concerned, competent authorities or any other Govt., Semi-Govt. or Quasi Govt. authorities in connection with the development so as to facilitate the development of the property hereby agreed to be developed by the Developer. The Landowner hereby agrees that the said Power of Attorney shall be revocable in nature but the same shall not be revoked by the Landowner as long as these presents subsist and remain binding upon the parties hereto. If the said Power of Attorney is revoked, the Landowner shall honor and comply with all Agreement for Sale and other deeds or documents entered into, executed and/or registered by the Developer herein under the power and authorities imposed upon it by the Landowner through the said Power of Attorney. The Landowner shall be entirely liable and responsible for specific performance of the terms and conditions of the presents entered into by the Developer under the powers and authorities bestowed upon it by the said Power of Attorney if the same is revoked before the completion of the Housing Project.

- That the Landowner shall execute the said registered Power of Attorney on or after execution of this presents in favour of the Developer authorizing it to sign and represent the Landowner herein, in Agreement for Sale, Deed of Conveyance, NOC, execute loan and mortgage documents, register Mortgage Deed, concerning flats/apartments under Developer's Allocation morefully described in schedule hereinafter. By virtue of the said Power of Attorney the Developer shall independently be able to transact the flats/apartments under Developer's Allocation only but shall not be able to deal with or mortgage flats/apartments under Landowner's Allocation in any form or manner, or until and unless have been specifically been authorized to do so by the Landowner. The Landowner shall always include the Developer herein as a Confirming Party in all Agreements for Sale, Deeds of Conveyance to be executed and/or to be registered by the Landowner affecting any flat/apartment under Landowner's Allocation, which is morefully described in schedule hereinafter.

- That there shall be a separate agreement by and between the parties hereto to demarcate and differentiate flats, shops, parking space, commercial space etc. in form of

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Additional District Post-Review  
Material, New York, under 24-P-44  
02 AUG 2018

the Landowner's Allocation and the Developer's Allocation. The said supplementary development agreement (if any) may be executed and/or registered on or after obtaining of Sanctioned Building Plan from the concerned authority. The demarcation and allocation of the Landowner's Allocation shall have to be finalized and completed within 7 (seven) days from the date of formal communication from the Developer in this regard, failing of which the Developer shall unilaterally proceed to complete and finalize the allocation of flats, shops, parking space, commercial space etc. in lieu of the Landowner's Allocation and the Landowner shall accept the same without raising any objection or obstruction in any form or manner. Any delay in execution and/or registration of supplementary development agreement (if opted for) shall cause the completion period of the proposed Housing Project to be extended accordingly. The Landowner do hereby declare that the decision of the Developer in matters of allocation shall be full and final and the same shall always be acceptable to the Landowner. The Landowner have agreed that the Developer shall be vested with the power and authority to represent the Landowner in execution and registration of Supplementary Development Agreement by virtue of the registered Power of Attorney to be executed on or after execution of this presents. The Landowner do hereby declare that the decision of the Developer in matters of allocation shall be full and final and the same shall always be acceptable to the Landowner. It has been further agreed that the flats/units under Landowner's Allocation shall preferentially be allocable on the 1<sup>st</sup> floor and 4<sup>th</sup> floor of the proposed buildings/towers to be built upon the land provided by the Landowner.

- The Landowner shall render all assistance, co-operation and sign and execute or cause to be signed and executed all applications, plans, documents, authorisations and other writings as may be necessary or required to enable the Developer for development of the said plot and to obtain necessary approvals from the concerned authorities.

- The Landowner shall indemnify and keep indemnified and harmless the Developer from all losses, damages or any consequences which may flow by virtue of any lacunas, false or misrepresentation on the part of the Landowner herein. That the Landowner shall be liable and responsible for any lacunas and deficiency regarding the title of the land and shall get the same rectified and corrected at it's own cost and expenses and if the lacunas and deficiency regarding the title of the land causes any loss and injury to the Developer in any form or manner, the same shall have to be adequately compensated by pecuniary



Additional District Supplement  
Referred, New York, North 24-898

2 AUG 2010

means. Any loss of time caused due to issues relating to title of the Landowner, shall accordingly be added to the completion period of the proposed Housing Project.

• The Developer shall be at liberty to allot the dwelling units of flats in the proposed Housing Project to be constructed on the said property, morefully described in Schedule A, B & C hereinafter; out of the Developer's Allocation or to enter into any package or Agreement for Allotment of flats/apartments with such party/s and at such price and on such terms and conditions as the Developer may deem fit and proper. All such allotments and arrangements shall be free from any interference or involvement of the Landowner herein.

• The Developer shall be entitled to enter into usual Agreement for Sale of flats/shops/ garages/commercial space with various intending Purchaser/s, on such terms and conditions and at such price as the Developer may think fit and proper. Provided, however, the Developer shall not part with flats/apartments, shops, garages, units, etc. under Landowner's Allocation.

• That as part of the Landowner's Allocation, the Landowner will be entitled to flats morefully described in schedule hereinafter and the Developer's Allocation shall deemed to be the flats morefully described in schedule hereinafter. The Landowner has agreed not to sale flats/apartments, shops, garages, units, etc. under Landowner's Allocation at such prices which is below the base price at which the Developer proposes to sale flats/apartments, shops, garages, units, etc. at the initial stages, which are under the Developer's Allocation. The Landowner shall also not resort to any other means and ways such as promotional offers, freebies, discounts etc. which may ultimately result in lowering the base price of the flats, units, apartments, shops, garages, commercial space etc. under Landowner's Allocation. The Landowner shall not opt for a separate commercial campaign other than the campaign and promotional means opted by the Developer herein. The Landowner shall also not set up site office or any office within the site and vicinity of the proposed Housing Project and shall not use the same for the purpose of selling, marketing and campaigning.

• **THAT** the Developer shall be entitled to collect GST from the intending Purchaser/s in lieu of it's Developer's Allocation and the GST for the respective flats under Landowner's



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17. 1/25 1908



Allocation shall be collected by the Landowner from the intending Purchaser/s and deposit the same with the concerned authorities, except in conditions whereby the Developer herein have been specifically authorized or entrusted by the Landowner to collect the same or to transact properties under Landowner's Allocation.

- That the Developer herein to pay Rs. 40,00,000/- (Rupees forty lacks only) to the Landowner herein as refundable Security Deposit and pays Rs. 35,00,000/- (thirty five lacks only) on this day of signing of this presents and the same is being duly admitted and acknowledged by the Landowner in the Memo of Consideration hereinafter and the remaining amount to be paid on or after obtaining of modified sanctioned building plan. The said amounts paid through negotiable instruments shall only be en-cashed by the Landowner after peaceful vacant possession of the land under consideration have been handed over to the Developer and the same have been duly acknowledged and admitted by the Developer by virtue of execution of "Letter for Possession" and anything contrary to it, the Developer shall not be held responsible or liable for any of the said negotiable instrument being dishonored. The Landowner shall en-cash or present for encashment of the cheques/drafts/pay orders handed over by the Developer only after handing over of peaceful vacant possession to the complete satisfaction of the Developer. The said sum of refundable Security Deposit shall have to be refunded back instantly without interest to the Developer immediately on successful completion and handover of the Landowner's Allocation in the proposed Housing Project. Failure on the part of the Landowner to handover of the said refundable Security Deposit would attract an interest of 10% monthly on the aforesaid amount from the date of formal communication by the Developer informing the completion of work.

- That the Landowner shall demarcate, and delineate the land property under consideration through a qualified surveyor/Amin and set up fencing/boundary under it's supervision and the cost of setting up of boundary shall be borne by the Developer. The Landowner shall handover the peaceful vacant possession onto and in favour of the Developer only after completion of the demarcation and delineation process. All calculations regarding Landowner's Allocation and Developer's Allocation shall be based on the peaceful vacant possession of actual demarcated and delineated land that have been handed over to the Developer by the Landowners.



ADDITIONAL OFFICE OF THE ATTORNEY GENERAL  
WASHINGTON, NEW YORK, JUNE 24, 1988  
2 AUG 1988

- That the property morefully described in Schedule C shall be utilized as approach road/ passage for the purpose of ingress and egress to and from the proposed Housing Project under consideration.
  
- That if there are any demands, disputes, hindrances or obstructions and the same shall have to be cleared and settled by the Landowner and the Landowner has agreed that it shall; if so required; do so by adjusting any portions out of it's Landowner's Allocation. If any disputes and differences arise with the adjacent neighbors and/or any third party/s at the time of constructional work of the said proposed Housing Project then in that case all disputing matters shall be solved by the Landowner at it's own cost and expenses including legal aspects and litigations under the judicial purview in respect of the right title and/or interest of the property under consideration.
  
- That the Landowner shall ensure at all times during the period of development that the title of the Landowner in the said property remains free from all encumbrances, charges, liens, attachments, and the same shall be clear and marketable.
  
- The flats/apartments, shops, garages, units, etc. under Landowner's Allocation shall only be handed over on or after receiving of the said refundable Security Deposit by the Developer herein. If the said refund of the refundable Security Deposit is made in installments as maybe amicably decided by the parties amongst themselves and in such a scenario, the Developer would handover peaceful vacant possession of flats in different phases proportionate to the refundable Security Deposit refunded by the Landowner herein. If required, a separate agreement may be executed by and between the Landowner and the Developer herein incorporating the terms and conditions regarding the phase wise handing over of flats in lieu of Landowner's Allocation and proportionate payment by the Landowner towards the refund of the said refundable Security Deposit.
  
- That the parties herein have decided to develop land property for the purpose of commercial gains by constructing multistoried buildings consisting of a number of self-contained flats and accordingly entered into this presents on the terms and conditions set forth herein.
  
- That the Developer shall bear entire cost for maintenance and running of the construction for a continuous period of 3 (three) months. If the construction work at the

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GENERAL, New York, August 24-25

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construction site gets stalled for reasons beyond the control and capacity of the Developer and due to reasons of Force Majeure and/or due to any litigations, discrepancies, injunctions, local issues or due to defects in title of the Landowner, then in such scenario, the Landowner shall also bear proportionate cost for maintenance and running of the construction site on or after expiry of the period of 3 (three) months. The cost of running and maintaining the project site during the period shall be calculated by Chartered Accountants appointed by each parties.

• **THAT** the Developer herein shall have the full liberty and absolute authority to independently enter into any Agreement for Sale with any intending Purchaser/s concerning the flats, units, apartments, commercial space, garage, shops, specified facilities, specified services and all other constructed areas in lieu of Developer's Allocation. The Developer herein shall exercise the liberty and authority to enter into any Agreement for Sale or any other agreement, independently, regardless of any necessary permission/involvement of the Landowner herein. The Developer herein shall have the exclusive right to enter into, execute and register any Agreement for Sale, Deed of Conveyance, Deed of Mortgage concerning flats, units, apartments, commercial space, garage, shops, specified facilities, specified services and all other constructed areas in lieu of it's Developer's Allocation or any other agreement as maybe deemed necessary for the purpose of smooth functioning, running and completion of the said Housing Project. The Landowner herein shall execute a registered Power of Attorney in favour of the Developer herein immediately upon execution and registration of this presents whereby the Developer would be authorized for the purpose of signing and/or executing all applications, submission, appearance, representation, proceedings, plans, obtaining of necessary approvals from various authorities in connection with the development of the property, for and on behalf of the Landowner herein before all competent and/or concerned authorities, or any other Government or Semi-Government Authority in connection with the development so as to facilitate the development of the property hereby agreed to be developed by the Developer on behalf of the Landowner herein. The Landowner herein hereby agree that the said Power of Attorney shall also specifically vest upon the Developer to assign and ascertain the price of each property to be transacted within the Housing Project in lieu of it's Developer's Allocation and to enter into Agreement for Sale, issue Provisional Allotment and receive earnest money/advance/ booking money/the entire consideration sum or a part/s thereof and issue lawful, valid

Receipt No.



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receipt thereof and to represent the Landowner in all types of agreements including Agreement for Sale, Lease, rent, Deed of Conveyance and to appear for and on behalf of the Landowner before any registration authority for the true and lawful purpose of transfer of property. The decision made and undertaken by the Developer in this regard shall be regarded as full and final, until and unless specifically revoked by it and it shall be a binding upon the Landowner herein.

• **THAT** the Developer herein shall be at the liberty of negotiating with any intending Purchaser/s, by fixing rate as determined at it's own discretion for all flats, units, apartments, commercial space, garage, shops, specified facilities, specified services and all other constructed areas in lieu of it's Developer's Allocation, laying and situated within the said Housing Project, and Landowner shall not interrupt or intervene in connection with said subject matter whatsoever.

• **THAT** the Landowner herein authorize the Developer to construct the said proposed Housing Project on the aforesaid property by constructing several buildings as per the Sanctioned Building Plan/s already obtained from the concerned authorities and all expenses incurred in respect of further sanctioning/revising building plan/s (if necessary) shall be borne by the Landowner absolutely, however if any deviation alteration or modification of the Sanctioned Building Plan/s is required at the need/request of the Developer, then all expenses shall be borne by the Developer herein. The Developer shall have every liberty and authority to negotiate with all concerned authorities and to enter into agreements for construction, material supply, labour supply etc. concerning the development of the Housing Project without any intervention or involvement of the Landowner herein.

• **THAT** the Landowner herein shall in usual course render all co-operations to the Developer and it's authorized Agent/s for the fulfillment of the said constructional work of the said proposed Housing Project and shall not create any bar or impediment or hindrances for the same and if any disputes and differences shall arise with the adjacent neighbors and/or any third party/s at the time of constructional work of the said proposed building then in that case all disputing matters will be solved by the Landowner at it's own cost and expenses including legal aspects and litigations under the judicial purview in respect of the right title and/or interest of the property under consideration.



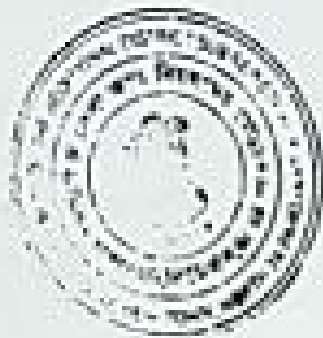
Additional Duties of District Attorney  
General, New York, March 24-1998

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- *THAT the Developer shall construct the said proposed Housing Project in a most workman like manner by using standard materials at it's own costs and expenses and all masons, coolies, engineers and/or workmen shall be appointed by the Developer including their payments thereof for the aforesaid constructional work and the Landowner shall have no liabilities and/or responsibilities regarding the said matter whatsoever.*
- *THAT the Landowner will be bound to accompany the Developer to all places & offices and put it's signatures as and when required for the implementation of the said Housing Project. The Landowner would not object to the aforesaid clause and any delay so caused due to the unavailability or non co-operation from the part of the Landowner would be regarded as violation of the clause of this agreement and the delay period would be added to the time period for the completion of the proposed Housing Project.*
- *THAT the Landowner shall sign all necessary papers, petitions, deeds and/or declarations as may be required to implement the said project and at the time of execution of this presents and further if so required, the Landowner shall join in executing Deed of Conveyance*
- *THAT the Developer is at the absolute liberty and authority to receive the advances and balance consideration money from the Purchaser/s after completion of due formalities in this respect. The Landowner shall not raise any objection or be liable and/or responsible in any manner whatsoever. However, the Developer will have the independent power to execute and register Deed of Conveyance in favour of the intending Purchaser/s, by virtue of the registered Power of Attorney executed in it's favour by the Landowner herein. The Landowner shall make itself available at the request of the Developer, if so required; for execution and registration of the Agreement for Sale, Deed of Conveyance in favour of the intending Purchaser/s at the convenience of the Developer.*
- *THAT the entire roof right of the ultimate roof stands as the right of the Developer and the Landowner in this regard shall not object or obstruct in any form or manner and the Developer herein shall have the right to display of advertisement, sign-boards or erecting any towers or antennas or dish antennas. The proposed Purchaser/s shall not be entitled to roof rights, the Purchaser/s shall however be entitled to have right to access and use the ultimate roof.*

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New York, New York 10012

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• *THAT* the Developer shall have the right to take any further partner/s, co-developer/s, investor/s in the said Housing Project, representing herein in connection with this particular project. The Developer may at it's sole discretion assign the construction work to any contractor, sub-contractor or any third party as deemed fit and proper by it for the purpose. The Developer shall have the entire liberty to employ and engage any person, firm, association, syndicate, material supplier, labour contractor, any sub contractor to it's absolute discretion and the Landowner shall not interfere in these regards in any form or manner or put forward any preferential choice as a binding upon the Developer. The Landowner shall be free to put forward it's suggestion/s and the Developer may at it's discretion accept the same, however such suggestion shall not be construed as a compulsion upon the Developer. The Developer shall have every right to take any project loan from any financial institution at it's own risk for implementation of the said Housing Project if so required, and the Landowner shall have no right to raise any objection thereto. The Developer can offer flats, units, apartments, commercial space, garage, shops and all other constructed areas in lieu of it's Developer's Allocation for the purpose of providing security/collateral for taking any loan and the Landowner shall have no liabilities and/or responsibilities in connection with the said loan matter whatsoever. The Developer shall not use any portion of the Landowner's Allocation as security/collateral for taking any loan and the same shall always be free from encumbrances.

• *THAT* this presents shall be in force from the date of execution and shall continue to be in force till completion of the proposed Housing Project.

• *THAT* the Developer will possess every right to appoint any marketing concern/agent/broker to sell the property lying and situated in the proposed Housing Project and the Landowner shall not object or obstruct in any form or manner whatsoever.

• *THAT* the construction and developmental work shall be carried out by the Developer or it's duly authorized agent/s, representative/s, contractor/s or any other third party/s at the discretion of the Developer, and the developmental/construction work shall be in accordance to the specifications described in schedule hereinafter. The Developer shall strive to the best of it's ability to provide materials as per the specifications, until and unless prevented by reasons and factors beyond the control and capacity of the Developer.

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Maribor, New Town, North 24-Pgs

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In such an event the Developer shall come up with alternative options that are feasible and available and are of some grade and standard. The Landowner or the proposed Purchaser/s; to whom the Landowner have sold the flats, units, apartments, commercial space, garage, shops, specified facilities, specified services and all other constructed areas in lieu of the Landowner's Allocation; shall not raise any objection in any form or manner and shall not make this an issue to cause hindrance to the smooth running of the proposed Housing Project.

- **THAT** on or after successful completion of the proposed Housing Project, the Developer shall handover peaceful vacant possession of the flats, units, apartments, commercial space, garage, shops, specified facilities, specified services and all other constructed areas onto and in favour of the Landowner or it's Nominee/s or at the direction of the Landowner to the proposed Purchaser/s to whom the Landowner might have sold the flats/apartments till then in lieu of the Landowner's Allocation.
- **THAT** the Developer herein shall strive to carry out the developmental work in accordance to the Sanctioned Building Plan, until and unless prevented by reasons beyond the control and capacity of the Developer, and in such circumstances the Developer shall find out possible alternatives and seek necessary approvals of the concerned and competent authorities for the same. In such scenario, the Landowner shall not raise any objection in any form or manner whatsoever. All such alternatives (if any) opted by the Developer shall always be in the best interest of the proposed Housing Project. All construction work and layouts shall be carried out in it's prescribed standard format and specifications as set out in the schedule hereinafter and in accordance to the Sanctioned Building Plan and no deviation in any form or manner shall be entertained by the Developer save and except a generalized deviation.
- **THAT** the proposed Purchaser/s (including the Purchaser/s who purchased from the Landowner in lieu of the Landowner's Allocation) of the flats, units, apartments, commercial space, garage, shops, specified facilities, specified services and all other constructed areas shall have to make payments towards the charges for amenities, Club facilities etc., which are to be paid separately by all the Purchaser/s to the Developer herein. The said payments and charges shall be exclusive of the consideration sum for sale of flats, units, apartments, commercial space, garage, shops, specified facilities, specified services and all other constructed areas.



Additional District Office  
New York, North 24-1100

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• *THAT* all disputes and differences arising out of this agreement regarding the construction or interruption of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be settled by appointing an arbitrator and if not settled by the arbitrator, the disputes may be settled in the courts.

• *THAT* the Developer shall commence the constructional work of the said proposed Housing Project within 6 (six) months from the date of obtaining peaceful vacant possession of the land morefully described in Schedule A, B & C hereinafter or obtaining of permission for conversion of land classification/land character and Sanctioned Building Plan, whichever is later. The Developer would undertake utmost possible effort on it's part to complete the Housing Project within 42 (forty two) months from the date of commencing construction work or from the date of obtaining Revised/Sanctioned Building Plan, whichever is later. If the Developer fails to complete the proposed Housing Project within the said time period, a grace period of 6 (six) months shall be added to the time period for the completion of the Housing Project. That time being the essence of this contract/agreement and that such time shall be extended if the delay in completion of the proposed Housing Project is due to Force Majeure. The period for construction or delivery of possession of the flat/suit/shops/garage/commercial space etc. by the Developer shall always be subject to the fact that the Developer is not being prevented by Force Majeure or by reasons and circumstances beyond the control and capacity of the Developer or due to statutory provisions or Government rules, embargoes, protocols, procedures, ordinances, legislations, notifications or orders by the Government or Local Authorities, M. & L.R.O. The Developer shall strive to it's best to deliver possession as schedule but the same may get postponed due to Force Majeure and other unavoidable circumstances beyond the control and capacity of the Developer, such delay in delivery of possession shall be condoned without any pecuniary burden or compensation upon the Developer herein. Force Majeure shall include storm, tempest, fire, flood, earth quake and other Acts of God or Acts of Government, Government rules, embargoes, protocols, procedures, ordinances, legislations, notifications or orders by the Government or Local Authorities, M. & L.R.O, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restricting development or construction at the said Premises by the Court of Law, Tribunal or Statutory Body, scarcity of materials or equipment's in the market and any other reason beyond the control and capacity of the Developer herein.



Additional Limited Sub-Receipts  
Required, New York, South 24-Pgs  
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**THE TERMS PRESENT SHALL MEAN AND INCLUDE UNLESS THEY BE CONTRARY OR REPUGNANT TO THE CONTEXT:-**

**AGREEMENT** shall mean and include every part of this present/Development Agreement.

**APPROVALS** means any or all approvals, authorizations, licenses, permissions, consents, NOC to be obtained in the name of the Developer (including, for the avoidance of doubt, the Sanctioned Plan and all approvals required in connection with or pursuant to the Sanctioned Plan) for the commencement of the development and construction of the Scheduled Property including without limitation environmental clearances, change of land use, conversions, temporary power connections and all other approvals and/or permissions from any other statutory or Governmental authorities whether State or Central required for purposes of commencing construction and development activity.

**HOUSING PROJECT** shall mean and include all structures built on land nowfully described in Schedule A, B & C hereinafter and may mean and include lands that might be provided by the Landowner within the vicinity and adjacent to the proposed site. The said Housing Project shall be named as per the choice and decision of the Developer. The name and style of the Housing Project shall not be changed until and unless specifically done so by the Developer herein. It shall be a binding upon all the proposed Purchaser/s of the said Housing Project.

**BUILDINGS** means the buildings, structures and constructions to be constructed by the Developer on scheduled property in terms of the Sanctioned Building Plans for residential, retail, commercial space, entertainment and recreation purposes along with all internal and external services, amenities, facilities, fittings and fixtures.

**CONSIDERATION** means the Amount of Consideration/Sale Value per property transacted within the proposed Housing Project.

**ENCUMBRANCES** means any pledge, negative lien, positive lien, non-disposed undertaking, charge, mortgage, priority, hypothecation, encumbrance, assignment, attachment, claim, restriction, liquidation, acquisition or requisition proceedings, set off or other security interest of any kind or any other agreement or arrangement having the effect of conferring security upon or with respect to the Scheduled Property.

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Registrar General of India  
Registrar, New Delhi, North 24-Pg

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**PLAN** means the drawings and plan for the buildings/flats/towers/Housing Project prepared by the Developer in accordance with applicable rules, by laws and regulations.

**P.O.A.** means the Power of Attorney in favour of the Developer herein substantially authorizing the Developer for the development work and transaction of all properties within the said Housing Project.

**SANCTIONED PLAN** means the all Plans, drawings, sketches as approved by the concerned statutory authorities, subject to any changes required to be made thereto for procuring such approval of the concerned statutory authorities.

**SCHEDULED PROPERTY** means all that piece and parcel of land morefully described in Schedule A, B & C hereinafter, upon which the said development work will be undertaken for the proposed Housing Project.

**ADVOCATE** shall mean and include any legal practitioner or law firm as maybe deemed fit and proper by the Developer herein.

**ARCHITECT** shall mean and include any person or firm appointed/nominated by the Developer herein, having the requisite qualification for appointment of architectural works.

**BUILDING PLAN** shall mean and include sketches and drawings prepared by the architect and duly sanctioned by the concerned authority.

**LANDOWNER** shall mean & include M/s. EXCELLA REALTORS PVT. LTD. (PAN - AACCE1856R), a Company incorporated under the Companies Act, 1956, having it's registered office at 291/53, Kankhadi, Mondul Gant, V.I.P. Road, PO - Airport, PS - Baguani, Kolkata - 700052, Dist: 24 PGS (N).

**DEVELOPER** shall mean & include M/s. EVANIC INFRASTRUCTURE PVT. LTD. (PAN - AAECE5886B), a Company incorporated under the Companies Act 1956 (CIN - U45209 WB2017 PTC220329), having it's office at Premises No. 594/1, Dakshinadri Road, "Binnu Abasan", Flat No E2/1, 1<sup>st</sup> floor, PO - Sreebhumi, PS - Lake Town, Kolkata - 700048, Dist: 24 PGS (N).

**LANDOWNER'S ALLOCATION** shall mean and include 38% of the constructed area inclusive of the super built up area on the land provided by the Landowner for the proposed Housing Project, in lieu of it's Landowner's Allocation together with undivided

Proprietorship, Inc.  
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proportionate, variable, impartible share in the land beneath the building. The flats/apartments allotted to the Landowner in lieu of Landowner's Allocation are morefully described in schedule hereinafter.

**DEVELOPER'S ALLOCATION** shall mean and include entire area in the said Housing Project, save and except Landowner's Allocation.

**FORCE MAJEURE EVENTS** shall mean and include the following:-

- a) Act of war, hostilities (whether war be declared or not), invasion, act of foreign enemies, armed conflict blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage whether inside or directly involving India or outside and/or not directly involving India;
- b) Rebellion, terrorism, revolution, insurrection, military or usurped power or civil war;
- c) Riot, commotions or other civil disorders;
- d) Any act, restraint or regulation of any Governmental Instrumentality including any local, State, or central government of India or any department, instrumentality or agency thereof including:-
  - (i) Any act, regulation or restraint constituting a change in law,
  - (ii) Any failure by a competent authority to grant or renew any license, permit or clearance within reasonable time (other than for cause) after application having been duly made,
  - (iii) The imposition of any material condition on the issuance or renewal or continuance of any approval from a competent authority.
- e) Any local issues which may hamper the implementation of the Project;
- f) Flood, cyclone, lightning, earthquake, drought, storm or any other effect of natural elements;
- g) Epidemic, famine or plague;
- h) Radioactive contamination or ionizing radiation;
- i) Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof;
- j) Strike, lockout or other labour difficulties; or Legal proceedings or any other order, rule or notification issued by competent authorities effecting the development of the Project.
- k) Amendments, statutory provisions or Government rules, embargoes, protocols, procedures, ordinances, legislations, notifications or orders by the Government or

Local Authorities  
for Children



Additional information regarding  
Wajarah, New Tech, North 24.7.91

02 AUG 2016

Local Authorities, BL & LRO or Acts of Government, Government rules or orders by the Government or Local Authorities, BL & LRO, Statutory Body etc., order of injunction or otherwise restraining development or construction at the said premises by the Court of Law, Tribunal or Statutory Body, scarcity of materials or equipment's in the market and any other reason beyond the control and capacity of the Developer herein.

**SHARE IN COMMON PORTIONS/AREA** shall mean, include and confined to undivided, impartible, proportionate and variable share and interest in the common areas of the Building/Block/Tower where the flat/unit/apartment is situated and the said share shall be in conjoint with other Co-owners of the building.

**SHARE IN THE LAND** shall strictly mean, include and confined to variable, proportionate, undivided, un-demarcated, indivisible share in the land beneath the Building/Block/Tower in which the flat/unit/apartment is situated and shall not mean to include any other area of the said Housing Project.

**APPURTENANCES** shall mean and include the appurtenances associated and incidental to the Building/Block/Tower where the flat/unit/apartment is situated.

**ASSOCIATION** shall mean and include the Association formed out of the members/Flat Owners of the Housing Project in accordance to the provisions as set out in the West Bengal Apartment Ownership Act, 1972.

**INSTALLATIONS** shall mean and include the parts and portions of the facilities earmarked for common use and enjoyment for all Flat/Apartment Owners expressed or intended by the Landowner and/or Developer for common use and enjoyment of the Purchaser/s in common with the Landowner and/or Developer and all other Co-owners of the Housing Project.

**COMMON PURPOSES** shall mean and include the purposes of managing, maintaining and up-keeping the said premises and the said Housing Project and in particular to the common areas and installations, rendition of common services in common to the Co-owners, collection and disbursement of the common expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective flat/unit/apartment.

CO-OWNERS  
Partnership



Additional District Registrar  
Majherhat, New Town, North 24 Parganas

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**CO-OWNERS** shall mean and include all the Purchaser/s who from time to time have purchased and/or agreed to purchase any flats, units, apartments, commercial space, garage, shops, specified facilities, specified services and/or taken possession of such flats, units, apartments, commercial space, garage, shops, specified facilities, specified services including the Landowner and/or Developer for those units not alienated or agreed to be alienated by the Landowner and/or Developer herein.

**EXTENT OF RIGHTS** The rights of the Purchaser/s shall be limited and confined to the ownership of (1) the Said Flat/Unit/Apartment, (2) the Land Share in the land beneath the Building/Block/Tower is situated, (3) the right to park in the Car Parking Space (if any), (4) in the common portions of the said Building/Block/Tower, (5) the User Rights in the specified facilities, club, amenities, service facility and activity centre (if any) and the Purchaser/s shall not under any circumstances be able to raise any claim of ownership on any of the Specified Facilities/Club/Amenities/Service Facility/Activity Centre (if any/or as and when provided), (6) the entire roof right shall vest upon the Developer who shall be entitled to add floors/stories subjected to formal approval and sanction from concerned competent authorities and the Purchaser/s shall only be entitled to usage right to the roof/ultimate roof.

**VARIABLE COMMON PORTIONS** the Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Developer, to accommodate it's future plans regarding the Said Housing Project and the Purchaser/s shall not be able to raise any objection or hindrance under any circumstances thereto.

**RIGHT OF USAGE IN SPECIFIED FACILITIES** the Purchaser/s shall only have User Right in the Specified Facilities/Club/Amenities/Service Facility/Activity Centre (if any/or as and when provided) and the Purchaser/s shall not be liable to raise any claim of ownership under any circumstances or on any component and constituent of the Specified Facilities/Club/Amenities/Service Facility/Activity Centre (if any/or as & when provided).

**NO LAND SHARE IN SPECIFIED FACILITIES:** the Specified Facilities, which may be located in the adjacent premises or any subsequent phase of the said Housing Project, shall always be deemed to be excluded from the area of the Land Share which would be transferred to the Purchaser/s.

**EXTENSION/ADDITION OF SAID COMPLEX AND OTHER ADJOINING PROJECTS:** The Landowner undertakes to the Developer that notwithstanding anything

received in this  
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Additional District Magistrate  
Rajahmundry, New Town, North 24-794

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contained in this presents, the Landowner has no objection and shall under no circumstances have any objection to the Developer regarding (1) integrating/adding (notionally or actually) the said Housing Project/other adjoining projects (by the Developer) to the said premises and for this purpose, demolishing boundary walls and affixing gates wherever necessary and connecting existing roads to future roads, (2) extending, modifying and realigning the extent, area, layout and location of the said Housing Project including the common portions and the specified facilities, (3) modifying the sanctioned plans, as may be necessary in this regard, (4) granting to third parties all forms of unfettered and perpetual proportionate right of ownership and use over the common portions and (5) granting all Purchaser/s the user rights over the Specified Facilities/Club/Amenities/Service Facility/Activity Centre (if any/or as and when provided). It is clearly agreed by the parties that the proposed Purchaser/s shall not have any right to erect any wall/boundary wall in the said premises and/or the said Housing Project and/or the other adjoining project.

**RIGHTS OF THE PURCHASER/S IN THE FLAT AND APPURTENANCES** the proposed Purchaser/s shall be only confined to the said flat/unit/apartment and appurtenances proposed to be/purchased and the Landowner and the Developer shall be at the entire liberty to deal with and dispose off all other portions of the said Building/Block/Tower, in lieu of it's Landowner's Allocation and it's Developer's Allocation respectively in the said premises and the said Housing Project to any intending Purchaser/s as deemed fit and proper by the Landowner and/or Developer and no Purchaser/s under no circumstances shall be entitled to raise any objection or obstruction in any form or manner thereof.

**EXTRAS** The Purchaser/s shall have to pay to the Developer, the non-refundable amounts (in addition to the consideration sum/Basic Sale Price of each unit/flats/shops/garages/commercial spaces etc.) on accounts envisaged and mentioned in the schedules hereinafter.

**THE LANDOWNER DO HEREBY COVENANT WITH THE DEVELOPER AS FOLLOWS:**

**THAT** the Landowner do hereby declare to it's best of knowledge that the said landed property is free from all sorts of encumbrances, charges, liens, dispendences whatsoever or howsoever and the Landowner is the recorded owner of the said property and have good

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Registrar General of India  
Registrar, New Delhi, March 24-1964

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and clear marketable title in respect of the said property. The Landowner shall make out a clear and marketable title to the said property; which is agreed to be developed and ultimately to be conveyed; free from reasonable doubts and all encumbrances and shall at it's own costs and expenses get it cleared of all defects (if any) in the title and encumbrances, easement, lease, liens, claims on or over the said property. That the land is free from all encumbrances, there is no liens and lispendences to any financing authority, neither there are any court attachments.

**THAT** the Landowner shall handover land free from all encumbrances, attachments, liens, litigations, adverse possessions, lispendences etc. If the Landowner fails to provide the same, then in such cases all calculations regarding the Landowner's Allocation and area and extent of the proposed Housing Project shall be confined only to the land area that have been provided by the Landowner free from all encumbrances, attachments, liens, litigations, adverse possessions, lispendences etc.

**THAT** the Landowner herein shall get the entire area of land under consideration mutated in it's name save and except those portions that have already been mutated. The cost and expenses of the said process of mutation shall be borne by the Landowner solely. The Landowner at it's own cost and expenses shall get remaining portion of the land (if any) under consideration converted to Bastu/Housing Complex or appropriate nature and classification as per the prevalent provisions of law.

**THAT** the Landowner hereby declare that no notice from Government or any other body or authority or under any Act or Land Acquisition Act or Town Planning Act, The Defense of India Act or under any other legislative enactments, Government Ordinances, Order or Notification (including any notice for acquisition, or requisition of plots or any part thereof) has been received by or served upon it or any other Person/s interested therein or is the said plot or any part thereof included in any intended or publishes scheme of improvement of the Municipal/Panchayat, Government body or Public Body or authority.

**THAT** the Landowner have represented to the Developer that there have been no transaction or Agreement for Sale, Provisional Allotment of flats/units/garages/shops/commercial space etc. and the Landowner have not been involved in any form or manner whatsoever and if at any point of time it is revealed or found anything contrary to the representations made by the Landowner, the Developer shall not be held liable or

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Rate-Not, New York, Month 24-Pgs

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responsible for compliance and all settlements (if any) shall have to be made in that event out of the Landowner's Allocation.

**THAT** the Landowner shall not do or cause to be done anything whereby the constructional work of the said proposed building by the Developer is or shall be hampered or impeded. It is agreed and understood that the Landowner shall not; in any way; obstruct the development work to be carried out by the Developer and shall not do any act, matter or thing whereby the Developer will be prevented from carrying out the developmental work envisaged under this agreement. Any delay caused due to impediments on the part of the Landowner, shall be added to the completion period and all liabilities for the said delay shall be upon the Landowner.

**THAT** the Landowner hereby agree and confirm that the Developer shall be entitled to transfer the benefit and burden of this agreement subject to the terms and conditions mentioned herein either as a whole or in part to one or more parties and that the Landowner shall have no objection to the same and the terms and conditions of this agreement shall remain binding over such transferees.

**THAT** the Landowner will ensure that at the time when the Developer is allowed to enter upon the land property morefully described in the Schedule A, B & C hereinafter, the said land property is absolutely vacant and nobody is in occupation of the same.

**THAT** the Landowner herein has not engaged any other person/s or developer/s in relation to the same property morefully described in Schedule A, B & C hereinafter.

**THAT** the Landowner herein affirm, state and declare that; on or after obtaining right, title and possession of the landed property under consideration; it has not entered into any Agreement for Sale, Deed of Conveyance, Deed of Mortgage, Deed of Lease, Development Agreement, Development Power of Attorney involving any land or a part thereof morefully described in Schedule A, B & C and further affirm, state and declare that the land property under consideration has not been offered as collateral security to secure a loan from any financial institutions and there are no attachments, liens, lispendences against the property under consideration. The Landowner further undertakes, declares and affirms that there shall not be any Development Agreement/Development Power of Attorney involving the property till this presents being in force.

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Additional District Officer  
Rajkot, New Town, Distt 24-F ga

02 AUG 2018



*THAT the Landowner has absolute right and possession of the said property and it has good marketable title over the aforesaid property morefully described in Schedule A, B & C hereinafter.*

*THAT the Developer shall be entitled to appoint Architect/s, Engineer/s, Surveyor/s, Contractor/s, Agent/s and other personnel/s and shall be entitled to take all such steps as may be necessary or incidental for such development and construction work at it's own costs and expenses.*

*THAT the Landowner (and all other necessary parties, if any) shall execute the Agreement for Sale, Deed of Conveyance and/or all other writings (if so required) at the direction of the Developer, in favour of such person/s as maybe lawfully or practically required by the Developer.*

*THAT the Landowner further declare that neither the Landowner nor it's predecessors-in-title nor any body claiming from/or under it or any of them have or had granted any right of way or easement or other rights to any person over the said property morefully described in Schedule A, B & C hereinafter.*

*THAT the Landowner hereby agrees to pay and discharge all taxes and outgoings in respect of the said land property prior to handing over of peaceful possession to the Developer herein. All outgoings including the ground rent, Municipal/Panchayat Tax and charges in respect of the said property hereby agreed to be developed, prior to the date of handing over of possession to the Developer shall be deemed to be a liability of the Landowner.*

*THAT on the execution of these presents, the Landowner have authorized and allowed the Developer to put up the notice/signboards, advertisements, etc. indicating the proposed development scheme of the Developer in the said property.*

*THAT from the date of the possession, the Developer shall be entitled to commence the construction of the said Housing Project at it's own costs and also enter into Agreement for Sale with any intending Purchaser/s for sale of units/flats/apartments which are morefully described in schedule hereinafter.*

*THAT the Landowner declare that there is no minor's interest in the property and hence the question of obtaining the sanction from the competent Court relating to minor's interest in the property does not arise.*

THAT if the driver  
the Constable



Additional District Magistrate  
Majarhal, New Town, Nashik 2-1/2 ga

02 AUG 2018

*THAT* If the development could not be completed due to any willful default on the part of the Landowner, the Developer shall be entitled to specific performance of this agreement and shall be entitled to be compensated for both pecuniary and non-pecuniary losses incurred by it.

*THAT* the Landowner shall not raise any objection if the Developer shall construct the said proposed multistoried building by extending the construction as well as the area against amalgamation and/or after amalgamation the said property with other adjacent properties by abiding rules and regulations of the Local Municipality/Panchayat.

*THAT* the Landowner shall clear all due taxes/bills to the Competent Local Authority as well as to the Central or State Government including due electric bill and shall have to handover photocopies of all paid current bills/tax receipt etc. to the Developer immediately upon execution of this presents.

*THAT* the Landowner will be bound to accompany the Developer or it's authorized representative/s or agent/s to all places and offices and put it's signatures as and when may be required for the implementation of the Housing Project. The Landowner would not object to the aforesaid clause and any delay; so caused due to the unavailability or non co-operation from the part of the Landowner; would be regarded as violation of the clause of this agreement and the delay period would be added to the time period for the completion of the said Housing Project.

*THAT* the Landowner herein further declares, states and affirms that there have been no transaction in any form or manner whatsoever involving the property morefully described in Schedule A, B & C hereinafter and undertakes that there shall be no other transaction apart from the Development Agreement and Power of Attorney in favour of the Developer herein. However, the Landowner will be free to enter into Agreement for Sale with any intending Purchaser/s concerning the flats, units, apartments, commercial space, garage, shops in lieu of it's Landowner's Allocation.

*THAT* subsequently if any defect in title or marketability of the property is made out subjected to encumbrances, attachments, charges, liens or any other claims or demands the Developer shall be at the liberty to rescind this agreement and the Landowner herein shall in that event be bound to compensate the Developer for both pecuniary and non-pecuniary losses inclusive of projected losses.

THAT



Additional District Court  
Bajaur, New Year, Multi 24-Pgs

02 AUG 2018

*THAT the Agreement for Sale, Deed of Conveyance, Deed of Termination or any other ancillary documents executed by the Landowner involving any property or a part thereof built on the land morefully described in the schedules hereinafter shall be in the prescribed format provided by the Developer and the same shall be on the terms and conditions contained therein, and the Landowner shall keep the Developer up to date about any execution or registration of any documents executed by the Landowner in favour of any intending Purchaser/s and the Landowner shall handover a copy of all the documents executed in favour of any intending Purchaser/s immediately upon execution or registration of the said documents. The Landowner shall always make the Developer herein the "Confirming Party" in all the Deed of Conveyance, Agreement for Sale and all other deeds and conveyances that might be executed and/or registered involving any property or a part thereof morefully described in the schedules hereinafter. Anything contrary to it, the Landowner shall be responsible and liable for entering into any terms and conditions without prior written approval of the Developer herein.*

*THAT the terms and conditions set forth in the said Agreement for Sale, Deed of Conveyance, Deed of Termination and all other concerned documents shall be in conformity with the documents, deeds etc. duly sanctioned and approved by the Developer herein and all such approvals shall have to be obtained prior to the execution. The decision of the Developer in this regard shall be full and final and it's decision shall be a binding upon all the parties to the said presents.*

*THAT all the liabilities/obligations regarding properties involving Landowner's Allocation built on land morefully described in schedules hereinafter shall be solely upon the Landowner save and except fulfillment of the terms and conditions contained in this presents.*

*THAT the Landowner shall allow the Developer herein to use it's logo for the purpose of promotion and advertisement and in doing so, the Developer need not obtain separate permission/NOC from the Landowner. By signing of this presents, the Landowner issue permission and NOC onto and in favour of the Developer to utilize and use their logo for the purpose of promotion and advertisement. The Developer shall be entitled to use the same at it's discretion and the same shall be used justly by the Developer.*

*THAT all approvals from Banks and financial institutions for the proposed Housing Project obtained by the Landowners prior to this date of signing of this presents or*

beneficial that  
Purchasing  
the



Additional District ~~...~~  
Material, New York, March 24, 1978

02 AUG 2018

henceforth shall be made available to the Developer and all intending/proposed Purchaser/s who purchase flats/units/apartments/car parking space/shops/commercial space etc. under Developer's Allocation shall be entitled to enjoy and obtain the benefits of the said approvals.

**THE DEVELOPER DO HEREBY COVENANT WITH THE LANDOWNER AS FOLLOWS:-**

**THAT** the Developer will arrange for electric connection for the purpose of construction and until the developmental work gets over, it will be liable to pay the cost for the electric consumption.

**THAT** all the proposed Purchaser/s who shall buy flats, units, apartments, commercial space, garage, shops out of the Landowner's Allocation shall be able to enjoy and have same rights as the Purchaser/s who shall buy flats, units, apartments, commercial space, garage, shops out of the Developer's Allocation.

**SCHEDULE "A" AS ABOVE REFERRED TO:  
THE SAID PROPERTY ABOVE REFERRED TO**

All that piece and parcel of land admeasuring about 19 (i.e. 10000 share in the said Dag Number) Decimals laying and situated at Mouza - Bishnupur, J.L. No. 44, Touzi No. 10, R.S. No. 126, L.R. Dag No. 3884, L.R. Khatian No. 8606, within the jurisdiction of Chandpur Gram Panchayat, PO - Lambati, PS - Rajarhat, PIN - 700156, Dist. 24 PGS (N), which is delineated with RED COLOUR in the Site Plan attached hereto and butted and bounded as follows:-

- ON THE NORTH : By Dag No. 3883.
- ON THE SOUTH : By Dag No. 4008 & 4009.
- ON THE EAST : By Dag No. 3878.
- ON THE WEST : By Dag No. 3885.

**SCHEDULE "B" AS ABOVE REFERRED TO:  
THE SAID PROPERTY ABOVE REFERRED TO**

All that piece and parcel of land admeasuring about 31 (i.e. 10000 share in the said Dag Number) Decimals laying and situated at Mouza - Bishnupur, J.L. No. 44, Touzi No. 10, R.S. No. 126, L.R. Dag No. 3885, L.R. Khatian No. 8606, within the jurisdiction of



Additional Director - Health  
Bangalore, New Town, North 24-Pgs

02 AUG 2018



Chandpur Gram Panchayat, PO - Laubati, PS - Rajarhat, PIN - 700156, Dist: 24 PGS (N), which is delineated with RED COLOUR in the Site Plan attached hereto and buttled and bounded as follows:-

<b>ON THE NORTH</b>	:	<i>By Dag No. 3882 &amp; 3883.</i>
<b>ON THE SOUTH</b>	:	<i>By Dag No. 4007.</i>
<b>ON THE EAST</b>	:	<i>By Dag No. 3884.</i>
<b>ON THE WEST</b>	:	<i>By Dag No. 3886.</i>

**SCHEDULE "C" AS ABOVE REFERRED TO:**  
**THE SAID PROPERTY ABOVE REFERRED TO**

All that piece and parcel of land admeasuring about 1.61 Decimals, 3.5 Decimals, 3.66 Decimals and 0.75 Decimals lying and situated at Mouza - Bishnupur, J.L. No. 44, Touzi No. 10, R.S. No. 126, L.R. Dag No. 3880, 3881, 3882 and 3883 respectively, comprised in L.R. Khatian No. 2595 from one Rashid Mirdha, within the jurisdiction of Chandpur Gram Panchayat, PO - Laubati, PS - Rajarhat, PIN - 700156, Dist: 24 PGS (N), the said land is being utilized as pathway for the purpose of egress and ingress to the Housing Project under consideration.

**SCHEDULE "D" ABOVE REFERRED TO:**  
**THE LANDOWNER'S ALLOCATION**

The Landowner's Allocation shall mean and include 38% of the constructed area inclusive of super built up area on the land provided by the Landowner for the proposed Housing Project. The said 38% of the constructed area shall be in form of flats, units, apartments, commercial space, garage, shops etc. within the said Housing Project, in lieu of it's Landowner's Allocation together with undivided, proportionate, curiable, impartible share in the land beneath the Building/Block/Tower in which the said flat/unit/apartments/commercial space/garage/shops etc. is situated.

**SCHEDULE "E" ABOVE REFERRED TO:**  
**THE DEVELOPER'S ALLOCATION**

The Developer's Allocation shall mean and include entire area in the said Housing Project, save and except Landowner's Allocation.



Additional District Collector  
Majorbat, New Town, North Arcot

02 AUG 2018

**SCHEDULE "F" ABOVE REFERRED TO:  
SPECIFICATIONS**

**STRUCTURE:-**

R.C.C. framed structure with brick wall and both side cement plastering.

**INTERNAL WALL:-**

Plaster of Paris.

**FLOOR:-**

All Floor Vitrified Tiles.

**STAIR LANDING & LIFT:-**

- Marble with 4" high skirting.
- Lift of any Standard company.

**FLOORING:-**

- Rooms, Drawing and veranda - Vitrified Tiles.
- Kitchen & Bathroom - Non skid Tiles.

**KITCHEN:-**

- Black granite, polished counter top with 2 ft. high ceramic tiles.
- Stainless steel water sink.

**DOOR:-**

- Entrance door with polished flush door.
- Others: Wooden framed enamel painted flush doors.
- Toilets: P.V.C. door.

**WINDOW:-**

Aluminium window with glass.

**BATHROOM:-**

- Ceramic tiles up to door height.
- Standard sanitary ware white in colour.
- Standard CP Fittings.
- Electrical points for geyser and exhaust fan.
- Plumbing provision for hot/cold water line.
- White basin.

**ELECTRICAL:-** Electrical work with standard switches and wires.



ADDITIONAL DISTRICT MAGISTRATE  
HYDRABAD, NEW GOVT. NORTH 24-PG

02 AUG 2018

**SCHEDULE "G" ABOVE REFERRED TO:**  
**EXTRAS**

1. That all proposed Purchaser/s shall have to pay to the Developer the Advocate fees and/or legal charges for preparation of Agreement for Sale and the Deed of Conveyance by the Advocate appointed by Developer (out of which 50% of the payment against legal charges will be paid at the time of execution of Agreement for Sale and the rest of the payment will be paid at the time of registration of the Deed of Conveyance). Apart from the said charges, the Purchaser/s shall have to pay for Society Formation, Car Parking (Covered), Car Parking (Open), Bike Parking, Wi-Fi Installation charge, Power Backup, Additional Development, Road Development, Fire Fighting, External Development, External Electrification, Club Membership, PLC etc.

(a) In case the Purchaser/s requests any additions or alterations and/or change in the layout or specifications with regard to construction of the said Unit in excess of those specified in this Agreement, then without prejudice to the right of the Landowner and/or Developer to refuse or deny the same, in case the Landowner and/or Developer/the Developer, in its sole discretion agree to do the same or any part thereof, the Purchaser/s shall be liable to pay upfront the full costs, charges and expenses for the Landowner and/or Developer doing the same.

(b) Security Deposit and the expenses as may be required by West Bengal State Electricity Regulatory Authority or other electricity provider for individual meter in respect of the Designated Unit directly with West Bengal State Electricity Regulatory Authority or other provider and proportionate share of the security deposit in respect of the common meters in respect of the Common Areas and Installations.

(c) All Stamp Duty, Registration Fees and Allied Expenses on Execution and Registration of this Agreement for Sale and of the Sale Deed or Deeds and other documents to be executed and/or registered in pursuance hereof.

(d) Service Tax, Value Added Tax (vat), GST or any other statutory charges/levies by any name called, if applicable and payable on construction of the Designated Unit or on the transfer thereof and/or on any amount or outgoing (including Maintenance Charges) payable by the Purchaser/s in respect of the Designated Unit.

24/07/2018



Additional Official Correspondence  
Bakurhan, New Jamb, North 24.08/18

02 AUG 2018

IN WITNESS WHEREOF the parties have hereunto put their respective seals and signs at Kolkata in presence of the witnesses on the day, month and year first written above.

SIGNED, SEALED AND DELIVERED  
by the Parties herein at Kolkata,  
in presence of:-

1. *Saptarshi Ray*

2. Abishkek Ray  
C-95/3, Baishakhi Abasan,  
Salt Lake City, KalKata-71.

ERIGELLA REALTORS PVT. LTD.  
*Mr. Rahul Kumar*  
SIGNATURE OF THE LIQUIDATOR

ERIGELLA REALTORS PVT. LTD.  
*Rahul Kumar*  
SIGNATURE OF THE DEVELOPER

Drafted by me

*Saptarshi Ray*  
SAPTARSHI RAY  
Advocate (WB 762/02)  
SA - 27, Salt Lake City, Kolkata - 700091,  
9433265452/9481868507

SAPTARSHI RAY  
ADVOCATE  
CALCUTTA HIGH COURT  
ONE Corner Alipore Barracks



ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
ಹರಿಹರ, ಹಾವೇರಿ ಜಿಲ್ಲೆ, ಕುಮಟಲೆ ತಾಲ್ಲೂಕು

02 AUG 2018



**MEMO OF CONSIDERATION**

RECEIVED of and from within named Developer the sum of Rs. 35,00,000/- (Rupees thirty five lacs only) towards refundable Security Deposit for development of land property morefully described in Schedule A, B & C hereto fore.

Cheque No.	Date	Bank & Branch	Amount
039333	6-07-2018	YES BANK LAKE TOWN BR.	5,00,000/-
039350	2-08-2018	YES BANK, LAKE TOWN BR.	30,00,000/-
TOTAL			Rs. 35,00,000/-

Md. Rezaul Karim

SIGNED, SEALED AND DELIVERED  
by the Parties herein at Kolkata,  
in presence of:-

1. *Chandrasekhar Ray*  
a.d.v.

2. *Abhishek Ray*  
C-95/s, Bidhatti Abazar,  
Salt Lake City, Kolkata-71.

EXCELLA REALTORS PVT. LTD.

*Md. Rezaul Karim*  
SIGNATURE OF THE DANDOWNER

ENGINEERING STRUCTURE PVT. LTD.

*[Signature]*  
SIGNATURE OF THE DEVELOPER



RECEIVED  
FEDERAL DISTRICT COURT OF NEW YORK  
SOUTHERN DISTRICT OF NEW YORK  
NEW YORK, NEW YORK, AUGUST 28, 1978

02 AUG 1978




UNDER RULE 44A OF THE I. R. ACT 1908

III. INDEX - SMALL TO THUMB PRINTS

III. INDEX - THUMB TO SMALL PRINTS

ATTESTED *At. Richard Arwin*

ATTESTED *[Signature]*

ATTESTED


ATTESTED

...SITE PLAY FOR SOURCE  
DAG NO. - 2844  
AREA OF LAND  
UNDER...



Additional District of Columbia  
Washington, New York, March 24-1918

2 AUG 2018

SITE PLAN FOR SHOWING AT MOUZA BISHNUPUR. J.L NO 44 R.S & L.R  
 DAG NO.- 3884, 3885 & 3883(P), 3882(P), 3881(P), 3880(P). TOTAL  
 AREA OF LAND 59.52 DEC. P.S RAJARHAT. DIST NORTH 24 PARAGANAS  
 UNDER CHANDPUR GRAM PANCHAYET.

SCALE : 1" = N.T.S.



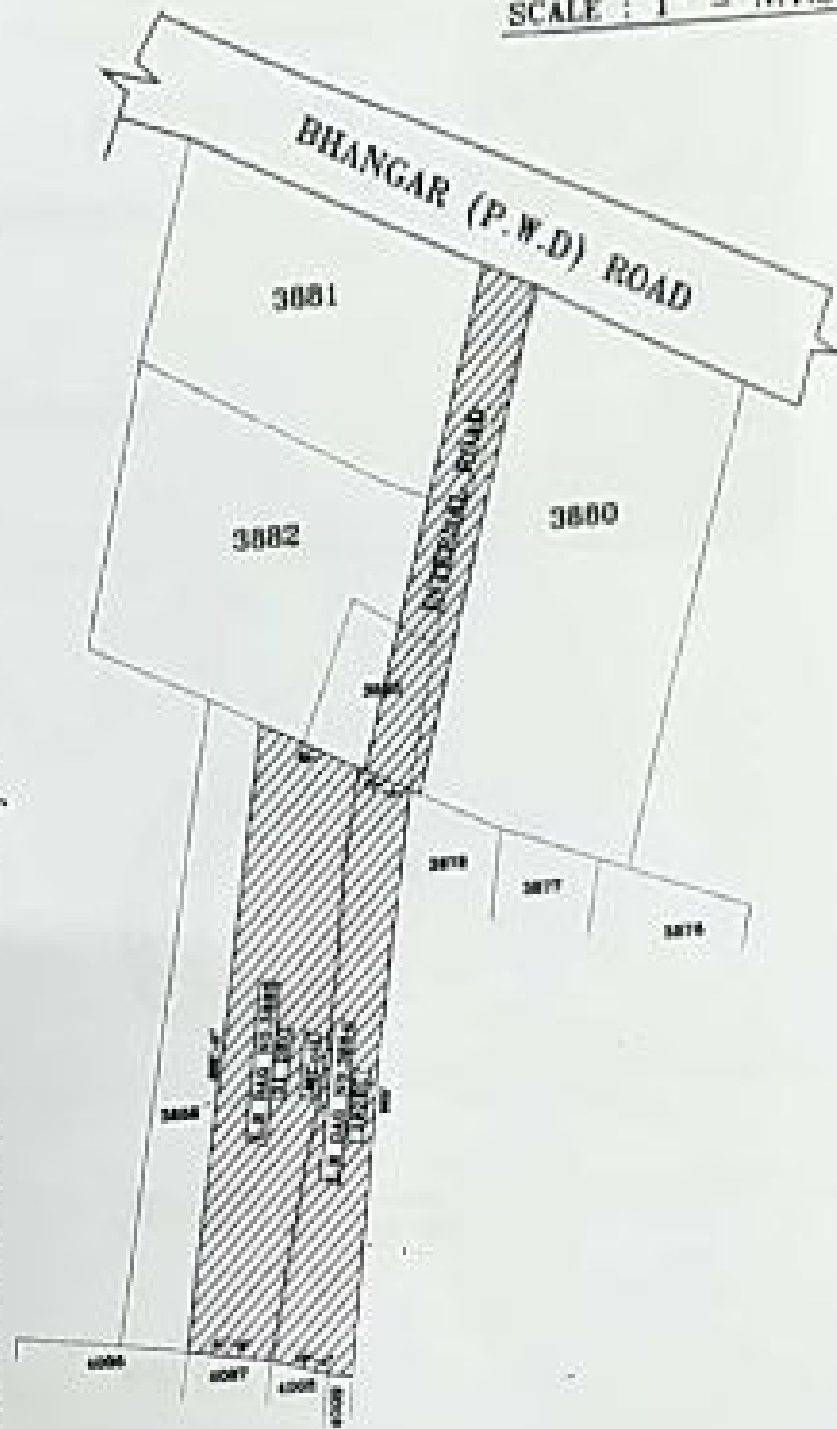
FIELD OFFICER PVT. LTD.

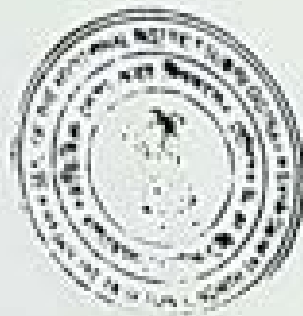
*[Signature]*

Director

EXCELLA REALTIES PVT. LTD.  
*Mr. Rahul Sharma*  
 Director

L.R RELATIONSHIP	R.S & L.R DAG NO.	PROPOSED AREA AS PER R/S
2976 & 2977	3880	1.61 Decimal
	3881	5.3 Decimal
	3882	1.84 Decimal
	3883	8.75 Decimal
	3884	19 Decimal
	3885	7.1 Decimal
TOTAL PROPOSED AREA		36.45 Decimal



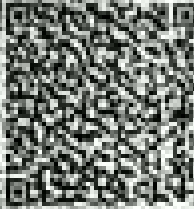


Administrative Services Division  
Washington, New York, North 24-Pgs

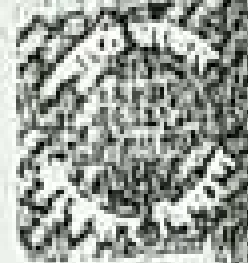
02 AUG 2018

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card



AACCE1856B

नाम / Name

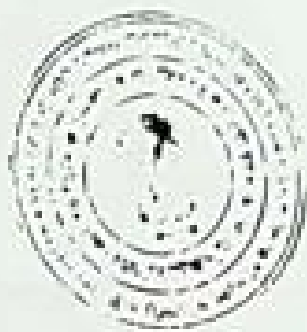
EXCELLA REALTORS PRIVATE LIMITED

निगम/गठन की तारीख  
Date of Incorporation / Formation

11/06/2009

EXCELLA REALTORS PVT. LTD.

Date: 11/06/2009

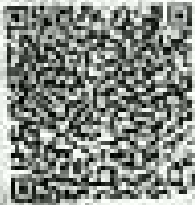




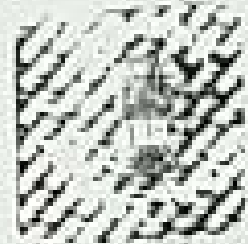
आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card



AAECE5886B

नाम / Name

EVANIE INFRASTRUCTURE PRIVATE LIMITED

निर्माण/गठन की तारीख  
Date of Incorporation / Formation

29/03/2017

17042017



आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT OF INDIA

MD. RUHUL AMIN

MOHAMMAD WAHIDUL ISLAM

04/09/1979

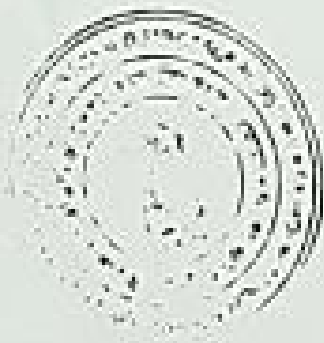
Permanent Account Number

BCEPA4886P

*Md. Ruhul Amin*  
Signature



EXCELLENCE PVT. LTD.  
*Md. Ruhul Amin*  
Director



आयकर विभाग

INCOME TAX DEPARTMENT

SUPRIYA KUMAR PATRA

ASIS KUMAR PATRA

04/01/1984

Pan Card Account Number

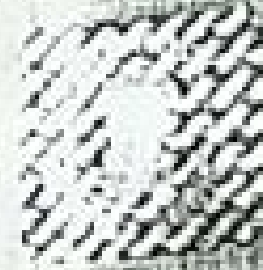
BCSRP3301E

*Asis Kumar Patra*

Signature



भारत सरकार  
GOVT. OF INDIA



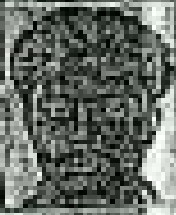
21021080

*Asis*



ELECTION COMMISSION OF INDIA  
 (NOT TO BE FILLED BY CANDIDATES)

DUPLICATE



Candidate's name: *Abdul Mulla*

Political party: *INDIAN NATIONAL CONGRESS*

Father's name: *Abdul Mulla*

Profession: *self-employed*

Sex: *M*

Age on 1.1.2009: *23*

N. No. of house: *47*

*Abd. Rehman*

Address:  
*Adiga Urugankur Shengara South 24 Parganas  
 742102*

Date:  
*10/07/2011*

*CAHANG*

Facsimile Signature  
 Electoral Registration Officer  
 District South 24 Parganas

Assembly Constituency: *107 Shengara*

Ward No. of the area: *104-0795*

District South 24 Parganas      1900 - 0701 24 Parganas

Date: 10.07.2011      10.07.2011







ভারত সরকার

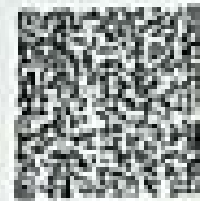
Unique Identification Authority of India  
Government of India

আপনার আধার নম্বর / Enrollment No.: 105410520599462

কুমারী  
শ্রী  
সুপ্রিয়া কুমারী পাত্র  
Rachapur  
Machhapur  
East Midnapore  
West Bengal 721628



MNS20573031F1

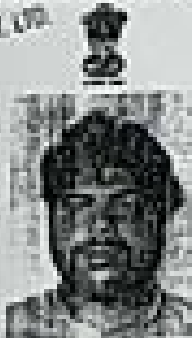


আপনার আধার নম্বর / Your Aadhaar No. :

6948 7094 0610

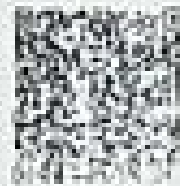
আধার - সাধারণ মানুষের অধিকার

*Handwritten signature*



ভারত সরকার  
Government of India

শ্রী  
সুপ্রিয়া কুমারী পাত্র  
SUPRIYA KUMAR PATRA  
শ্রী , কুমারী পাত্র  
Father: ASIS PATRA  
বয়স / DOB: 04/01/1984  
লিঙ্গ / Sex



6948 7094 0610

আধার - সাধারণ মানুষের অধিকার



GRN: 19-201810-027005993-1  
 Directorate of Registration & Stamp Revenue  
 e-Challan

GRN: 19-201810-027005993-1  
 GRN Date: 02/08/2018 10:55:05  
 BRN: 1K00R2MLK6  
 Payment Mode: Online Payment  
 Bank: State Bank of India  
 BRN Date: 02/08/2018 10:56:25

DEPOSITOR'S DETAILS

Name: Bicky Prasad Gupta  
 Contact No.: Mobile No.: +91 9647130544  
 E-mail:  
 Address: 80 Goleghata 5th floor, Kolkata  
 Applicant Name: Mr. Saptarsi Ray  
 Office Name:  
 Office Address:  
 Status of Depositor: Others  
 Purpose of payment / Remarks: Sale, Development Agreement of Construction agreement  
 Payment No. 5

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount (₹)
1	1920000119551502018	Property Registration Stamp Duty	1920-02-191-000-01	4000/-
2	1920000119551502018	Property Registration Registration Fee	1920-02-194-000-18	4000/-
<b>Total</b>				<b>8000/-</b>

In Words: Rupees Eight Thousand Four Hundred only



EXCELLA REALTORS PVT. LTD.



Director



### Major Information of the Deed

Deed No :	I-1523-08832/2018	Date of Registration	03/08/2018
Query No / Year	1523-0001210551/2018	Office where deed is registered	
Query Date	29/07/2018 1:22:35 PM	A. D. S. R. RAJARNAT, District, North 24 Parganas	
Applicant Name, Address & Other Details	Saptarshi Ray 3A - 27, Salt Lake City, Kolkata, Thana East Bhatnagar, District: North 24 Parganas, WEST BENGAL, PIN - 700031, Mobile No : 9433265452, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction Agreement	4305) Other than immovable Property, Declaration (No of Declaration : 2) [4311] Other than immovable Property, Receipt (Rs : 40,00,000/-)		
Set Forth value	Market Value		
Rs. 5/-	Rs. 1,54,34,012/-		
Stamp duty Paid(50)	Registration Fee Paid		
Rs. 40,031/- (Article 48(j))	Rs. 40,021/- (Article E, E, B)		
Remarks			

### Land Details :

District North 24 Parganas, P. S - Rajarhat, Gram Panchayat: CHANDPUR, Mouza: Bhatnagar

Soh No.	Plot Number	Khasan Number	Land Use		Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
			Proposed	RCR				
L1	LR-3884		Baru	Baru	19 Dec	5/-	49,26,852/-	Width of Approach Road: 15 Ft., Adjacent to Metal Road.
L2	LR-3885		Baru	Baru	31 Dec	11/-	90,38,548/-	Width of Approach Road: 15 Ft., Adjacent to Metal Road.
L3	LR-3881		Baru	Baru	3.5 Dec	11/-	9,07,576/-	Width of Approach Road: 15 Ft., Adjacent to Metal Road.
L4	LR-3882		Baru	Baru	3.68 Dec	11/-	9,49,067/-	Width of Approach Road: 15 Ft., Adjacent to Metal Road.
L5	LR-3883		Baru	Baru	0.75 Dec	11/-	1,54,481/-	Width of Approach Road: 15 Ft., Adjacent to Metal Road.
L6	LR-3880		Baru	Baru	1.81 Dec	11/-	4,17,460/-	Width of Approach Road: 15 Ft., Adjacent to Metal Road.
<b>TOTAL :</b>					59.58 Dec	61/-	154,34,012/-	
<b>Grand Total :</b>					59.58 Dec	61/-	154,34,012/-	

Major Information of the Deed - I-1523-08832/2018-000002018

03/08/2018 Query No - 15230001210551 / 2018 Deed No I - 152308832 / 2018 Document is digitally signed

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**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>EXCELLA REALTORS PVT. LTD.</b> 29152, Kakhat, Mondal Gari, V.I.P. Road, Koka, P.O - Airport, P.S - Baguiati, District-North 24-Parganas, West Bengal, India, PIN - 700552, PAN No.: AACCE1856B, Status: Organization, Executed by: Representative, Executed by: Representative

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>EVANIE INFRASTRUCTURE PVT. LTD.</b> 394/1, Dakshindari Road, Kokata, Block/Gector: "Bani Abasan", Flat No: E2/1, 1st Floor, P.O - Sreebharini, P.S - Lake Town, District-North 24-Parganas, West Bengal, India, PIN - 700648, PAN No.: AACCE5886B, Status: Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Mr RAHUL AMIN MOLLA</b> Son of Mr. Wahidul Islam Abuya Bhagabarpur, P.O - Pakapalar Haat, P.S - Kashipur, District -South 24-Parganas, West Bengal, India, PIN - 743510, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of India, PAN No.: BCEPA4886P Status: Representative, Representative of: EXCELLA REALTORS PVT. LTD. (as Director)
2	<b>Mr SUPRIYA KUMAR PATRA (Presentant)</b> Son of Mr. Asis Kumar Patra Village - Rachapur, Purba Medinipur, P.O - Madhabpur, P.S - Bhupatinagar, District -Purba Midnapore, West Bengal, India, PIN - 721620, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No.: BCSPP3301E Status: Representative, Representative of: EVANIE INFRASTRUCTURE PVT. LTD. (as Director)

**Identifier Details :**

Name & address	
Mr Saptarshi Ray Son of Mr. Ajit Kumar Ray SA - 37, Salt Lake City, Kokata, P.O - Sech Bhawan, P.S - East Bidhanagar, Bidhanagar, District-North 24-Parganas, West Bengal, India, PIN - 700091, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of India, Identifier Of Mr RAHUL AMIN MOLLA, Mr SUPRIYA KUMAR PATRA	

Major Information of the Deed :- 1523-03632/2018-03/06/2018

03/06/2018 Query No.-15230001719551 / 2018-Deed No-1 - 152303632 / 2018. Document is digitally signed





Transfer of property for L1		
Sl.No	From	To, with area (Name-Area)
1	EXCELLA REALTORS PVT. LTD	EVANGI INFRASTRUCTURE PVT. LTD -19 Dec
Transfer of property for L2		
Sl.No	From	To, with area (Name-Area)
1	EXCELLA REALTORS PVT. LTD	EVANGI INFRASTRUCTURE PVT. LTD -31 Dec
Transfer of property for L3		
Sl.No	From	To, with area (Name-Area)
1	EXCELLA REALTORS PVT. LTD	EVANGI INFRASTRUCTURE PVT. LTD -3 5 Dec
Transfer of property for L4		
Sl.No	From	To, with area (Name-Area)
1	EXCELLA REALTORS PVT. LTD	EVANGI INFRASTRUCTURE PVT. LTD -3 06 Dec
Transfer of property for L5		
Sl.No	From	To, with area (Name-Area)
1	EXCELLA REALTORS PVT. LTD	EVANGI INFRASTRUCTURE PVT. LTD -0 75 Dec
Transfer of property for L6		
Sl.No	From	To, with area (Name-Area)
1	EXCELLA REALTORS PVT. LTD	EVANGI INFRASTRUCTURE PVT. LTD -1 01 Dec

Encorsement For Deed Number :- 1-152308032 / 2018

On 31-07-2018

Certificate of Market Value(WD PUVI rules of 2001)

Certified that the market value of the property which is the subject matter of the deed has been assessed at Rs 1,54,38,012/-



Debashish Dhar  
 ADDITIONAL DISTRICT SUB-REGISTRAR  
 OFFICE OF THE A.D.S.R. RAJARHAT  
 North 24-Parganas, West Bengal

Major Information of the Deed :- 1-1523-08032/2018-03/08/2018

19/06/2018 Query No :- 15230801215951 / 2018 Deed No :- 152308032 / 2018 Document is digitally signed.

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On 02-08-2018

Presentation(Under Section 52 & Rule 22A(2) 46(1),W.B. Registration Rules,1962)

Presented for registration at 21:10 hrs. on 02-08-2018, at the Private residence by Mr SUPRIYA KUMAR PATRA .

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

Execution is admitted on 02-08-2018 by Mr RAHUL AMIN MOLLA, Director, EXCELLEA REALTORS PVT. LTD. (Private Limited Company), 29152, Kakha, Mondal Gari, V.I.P. Road, Kolkata, P.O. - Airport, P.S - Baguaai, District - North 24-Parganas, West Bengal, India, PIN - 700052

Indefied by Mr Saptarshi Ray, . Son of Mr Ajit Kumar Ray, SA - 27, Salt Lake City, Kolkata, P.O. Sech Bhawan, Thana: East Behannagar, . City/Town: BIDHANNAGAR, North 24-Parganas, WEST BENGAL, India, PIN - 700091, by caste Hindu, by profession Advocate

Execution is admitted on 02-08-2018 by Mr SUPRIYA KUMAR PATRA, Director, EVANIE INFRASTRUCTURE PVT. LTD. (Private Limited Company), 504/1, Colshinda Road, Kolkata, Clock/Sector: "Thana Akasen", Flat No. E 211, 1st Floor, P.O - Sreebhumi, P.S - Lake Town, District: North 24-Parganas, West Bengal, India, PIN - 700048

Indefied by Mr Saptarshi Ray, . Son of Mr Ajit Kumar Ray, SA - 27, Salt Lake City, Kolkata, P.O. Sech Bhawan, Thana: East Behannagar, . City/Town: BIDHANNAGAR, North 24-Parganas, WEST BENGAL, India, PIN - 700091, by caste Hindu, by profession Advocate

Debashish Dhar  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
North 24-Parganas, West Bengal

On 02-08-2018

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number - 43 (g) of Indian Stamp Act 1899

Payment of Fees

Certified that required Registration Fees payable for this document is Rs.40,021/- ( B = Rs.40,000/- ,E = Rs.21/- ) and Registration Fees paid by Cash Rs.0/-, by online = Rs.40,021/-

Description of Online Payment using Government Receipt Portal System (GRPS), Finance Department, Govt. of WB  
Online on 02/08/2018 10:56AM with Govt. Ref. No. 192018190270099931 on 02-08-2018, Amount Rs. 40,021/-,  
Bank: State Bank of India ( SBIN0000001), Ref. No. IF00RZMLK0 on 02-08-2018, Head of Account 0000-03-104-001-10

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs. 10/-, by online = Rs.40,021/-

Description of Stamp  
1, Stamp: Type: Impressed, Serial no 9140, Amount: Rs.10/-, Date of Purchase: 15/05/2018, Vendor name: S DAS  
Description of Online Payment using Government Receipt Portal System (GRPS), Finance Department, Govt. of WB  
Online on 02/08/2018 10:56AM with Govt. Ref. No. 192018190270099931 on 02-08-2018, Amount Rs. 40,021/-,  
Bank: State Bank of India ( SBIN0000001), Ref. No. IF00RZMLK0 on 02-08-2018, Head of Account 0000-03-103-003-09

Debashish Dhar  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
North 24-Parganas, West Bengal

Major Information of the Deed - J-1523-088326018-03080018



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2018, Page from 293275 to 293322  
being No 152308832 for the year 2018.



Digitally signed by DEBASISH DHAR  
Date: 2018.08.09 14:28:10 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 09-08-2018 2:27:09 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
West Bengal.

(This document is digitally signed.)