

14. **SHARE OF OWNERS' AND PROMOTER IN THE DEVELOPMENT**

- (i) It is clearly agreed by and between the parties that in the case of revenue sharing model the total realisation from sale and transfer of all saleable spaces in the project shall be allocated amongst the parties in the following ratio described with the aid of an example in Part V of the First Schedule:
- (a) To the Promoter 76 % (i.e Promoters Allocation)
  - (b) To the Owners 24 % (i.e Owners Allocation)
- (ii) If at any stage of development the parties decide to adopt the space sharing model in such event the constructed spaces remaining unsold shall be shared by the parties in the aforesaid ratio to be equitably allocated amongst the parties by metes and bounds separately identified by executing an Allocation Agreement. In such event, if Project finance is availed, then the Funding Banker/Financial Institute shall be entitled to carry out re-appraisal of the funding status on that date and make necessary amendment to the existing funding scheme so as to release the Owners allocation.

**15. MUNICIPAL TAXES, OTHER TAXES AND OUTGOINGS:**

- 15.1 All Municipal rates and taxes or land revenue and outgoings (collectively Rates)) on the said Entire land relating to the period prior to the date of execution hereof shall be borne, paid and discharged by the Owners and such dues shall if detected hereafter be borne and paid by the Owners as and when called upon by the Promoter, without raising any objection thereto.
- 15.2 As from the date of possession hereof, the Promoter shall pay the Rates in respect of the said Entire land till such time the New Buildings/ Row Houses are ready for occupation upon issuance of statutory Completion Certificate in respect thereof, after which,

the Transferees shall become liable and responsible for payment Provided That in case the Promoter is liable to pay any Rates in respect of unsold and unallocated portions of duly completed New Buildings/ Row Houses, the Owners shall reimburse proportionately their part of the same to the Promoter.

- 15.3 It is agreed and recorded that the Owner and the Promoter and/or their respective intending Purchasers shall be liable to bear and pay GST or any other kind of tax or imposition or burden as may be payable and/or applicable. In case the parties decide to follow the area sharing model, the Promoter will be entitled to hold a lien over the Owner's allocation for recovery of GST accruing on the sale of Owner's allocation.

16. **POST COMPLETION MAINTENANCE:**

- 16.1 On completion of each phase/project/block the Promoter shall give a notice to the Owners informing thereabout. Before giving notice as aforesaid, the Promoter shall obtain the statutory Partial/Completion Certificate from the concerned municipal authorities in respect of the area forming part of such notice.
- 16.2 In case of separate allocation of any part of the Owners' Allocation in terms hereof and the same remaining unsold, on and from the date of expiry of the notice of Completion given in respect of the phase containing the same in terms of clause 16.1 above and subject to the Promoter having complied with its obligations regarding the construction and completion thereof in terms hereof, the Owners shall be deemed to have taken over possession for the purpose of determination of liability and shall become liable and responsible for the payments of maintenance charges

(at the same rate as the Promoter would pay the same for the separately allocated and unsold areas forming part of the Promoter's Allocation) and Rates in respect thereof irrespective of the fact whether actual physical possession was taken or not.

- 16.3 The Parties and/or their respective nominees/transferees shall punctually and regularly pay the maintenance charges, Rates for their respective allocations to the concerned authorities/Maintenance in charge in accordance with the terms and conditions hereof.
- 16.4 The Promoter shall be at liberty to incorporate an Association upon completion of the Project to look after, manage and administer such maintenance work on account of the Intending Purchasers of the Units constructed on the Said Entire Land and also realise the monthly maintenance charges and incur costs and expenses for the maintenance.
- 16.5 Till handing over of the project to the Association the Promoter shall be responsible for the management, maintenance and administration of the New Buildings / Row Houses or at its discretion appoint an agency to do the same. The Owners hereby agree to abide by all the common rules and regulations to be framed for the management of the affairs of the New Buildings.
- 16.6 The Promoter or the Agency to be appointed shall manage and maintain the Common Portions and services of the New Buildings/ Row Houses and shall collect the costs and service charge therefor (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of



the New Buildings/ Row Houses, land tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments and all other expenses incurred for common purpose.

17. **COMMON RESTRICTIONS:**

- 17.1 The Complex shall be subject to the restrictions as are applicable to ownership buildings/ Row Houses, intended for common benefit of all occupiers of the New Buildings/ Row Houses.
- 17.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the New Buildings/ Row Houses shall permit the agency to be appointed, with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof with prior notice.
- 17.3 It is agreed between the parties that the Promoter shall frame a scheme for the management and administration of the New Buildings/ Row Houses and all the occupiers of the building/ Row House shall perpetually in succession abide by all the rules and regulations to be framed in connection with the management of the affairs of the New Buildings/ Row House.

18. **OBLIGATIONS OF THE PROMOTER:**

- 18.1 Execution of the Project shall be in conformity with the sanction plans and prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies.
- 18.2 The Promoter shall be responsible for planning, designing development and construction of the New Buildings/ Row Houses with the help of professional bodies, contractors, etc.
- 18.3 The Promoter shall construct the New Buildings / Row Houses at its own cost and responsibility. The Promoter shall alone be responsible and liable to Government, Municipality and other authorities concerned as also to all the labourers, staff and employees engaged by it and all Transferees and shall alone be liable for any loss or for any claim arising from such construction or otherwise relating thereto .
- 18.4 All tax liabilities in relation to the construction including GST and other dues shall be paid by the Promoter subject to the condition that all statutory levies and taxes applicable for sale of the Owners' Allocation to the buyers thereof shall be entirely on account of the Owners.
- 18.5 The costs of marketing and publicity/advertisement campaigns shall be shared and borne by the parties in the agreed ratio but the marketing strategy, budget, selection of publicity material, media etc. shall be decided by the Promoter.
- 18.6 The Promoter hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the laws and rules applicable to construction of the New Buildings.

19. **OBLIGATIONS OF OWNERS:** During the subsistence of this agreement:
- 19.1 The Owners undertake not to disturb, interrupt or interfere with or commit any act or omission which would in any manner result in any detriment to the Development Rights of the Promoter or delay or stoppage of the Project.
- 19.2 The Owners undertake to fully co-operate wherever necessary with the Promoter for any requirement of the Promoter for obtaining all permissions required for development of the said Entire Land
- 19.3 The Owner undertake to act in good faith towards the Promoter and covenants that after execution of this Agreement, and except in accordance with the terms hereof, they shall not enter into any agreement, commitment, arrangement or understanding with any person which shall have the effect of creating, directly or indirectly and whether immediately or contingently, in favour of such person any right, interest, title, claim or Encumbrance in or over or in relation to the Said Entire Land and/ or the constructed area or any part thereof so that the Project can be successfully completed.
- 19.4 The Owners shall provide the Promoter with all available documentation and information relating to the said land as may be required by the Promoters from time to time.

- 19.5 The Owners shall not do any act, deed or thing whereby the Promoter may be prevented from discharging their functions under this Agreement.
- 19.6 The Owners and each one of them as and by way of negative covenants have assured and covenanted with the Promoter as follows:
- i) Not to do any act deed or thing which may be contrary to or in violation of any of the terms and conditions herein contained
  - ii) To do all acts deeds and things as may be necessary and/or required from time to time.
- 19.7 The Owner hereby covenant not to cause any interference or hindrance in the construction of the New Buildings/ Row House.
- 19.8 The Owner hereby agree and covenant with the Promoter not to do any act deed or thing whereby the Promoter is prevented from developing, constructing, completing, selling, assigning and/or disposing of any part or portion of the constructed area or saleable area in the manner and to the extent mentioned in this agreement.
- 19.9 During the subsistence of this agreement the Owner shall not transfer any part or portion of the said land to any other person without the prior written consent of the Promoter. The restriction in this clause shall not affect the transfer of the Owners' Allocation or any part thereof in any manner.

20. **INDEMNITY:**



- 20.1 The Promoter shall indemnify and keep the Owner saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the construction of the New Buildings/ Row Houses including any act of neglect or default of the Promoter's contractors, employees or violation of any permission, rules regulations laws or bye-laws or arising out of any accident or otherwise or violation or breach of its obligations hereunder by the Promoter or any attorney appointed under the powers of attorney to be granted by the Owner in pursuance hereof.
- 20.2 The Owners shall indemnify and keep the Promoters saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Promoters in the course of implementing the Project including marketing thereof for any successful claim by any third party for any defect in title of the said Entire land or any of their representations being incorrect. Further to the aforesaid, the Owners will separately execute and register an Indemnity in favor of the Promoter ,if required by the Promoter.
21. **MISCELLANEOUS:**
- 21.1 This agreement is being entered into by the Promoter without being satisfied about the title of the Owner in respect of the said land and pending the investigation of title thereof. The Owner shall, at all material times, be liable and/or responsible to make out marketable title in respect of the said Entire land to the satisfaction of the Promoter and shall be liable to answer the requisitions that may be raised or made in respect of the title of the Owner in the said property. The Owner shall keep the



Promoter safe, harmless and indemnified against any liability in respect of the title of the said land.

- 21.2 The agreement entered into by and between the parties herein is and shall be on principal to principal basis.
- 21.3 The Owners and the Promoter expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 21.4 Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 21.5 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 21.6 If the Promoter desires to register this Agreement they shall make payment of appropriate stamp duty and registration charges. The Owners shall however provide all co-operation to the Promoter to do that including being present before the registering authorities as and when required by the Promoter.
- 21.7 It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings/ Row Houses by the Promoter, various deeds, matters and things not herein specified may be required to be done by the Promoter and for which the Promoter may need authority of Owners. Further, various applications and other documents may be required to be

signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorisation as may be required by the Promoters for the purpose and the Owner also undertake to sign and execute all additional applications and other documents, provided that all such acts, deeds matters and things do not in any way infringe on the rights of the Owners and/or go against the spirit of this Agreement.

21.8 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

21.9 The Owner shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Promoter's Allocation and the Promoter shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Promoter's Allocation. Similarly the Promoter shall not be liable for any Income Tax or Wealth Tax in respect of transfer of the Owners' Allocations and the Owners shall be liable to make payment of the same and keep the Promoter indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Owners' Allocations.

21.10 The name of the project and logo shall be decided by the Promoter.

22. **DEFAULTS:**

22.1 The following shall be the events of default:-

- a) If the Owner fails to do or cause to be done all deeds and things at its costs and expenses to satisfy the Promoter as to the title of the Owner to the said Entire land.
- b) If the Owner fail to apply for and obtain mutation of the said land in the names of the owners with the records of the B.L.& L.R.O in terms hereof.
- c) If the Owner fails to apply for and obtain mutation of the said Entire land in the names of the respective Owner with the records of the Panchayat in terms hereof.
- d) If the Owner fail to comply with any other obligation contained herein.
- e) If the Promoter fails to perform its obligations under the Agreement.

22.2 In the event of the Promoter failing to complete the said Project within the time as aforesaid unless prevented by circumstances beyond its control, then and/in that event for the delayed period, the Promoter shall be liable to pay applicable compensation to the intending Purchasers/transferees of the constructed area to be built in the buildings of the Project. The Promoter shall keep the owner indemnified against any liability that the Owner may suffer

in this regard and under WBHIRA besides other rights of Owner under the laws.

- 22.3 In case of any event of default, the other party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the defaulting party to comply with their obligation in default within the time and in the manner to be mentioned in the said notice.
- 22.4 Upon receipt of such notice, the defaulting party shall remedy the said event of default and/or breach within the time and in the manner mentioned herein.
- 22.5 In case the default continues for a period of thirty (30) days thereafter, in such event, the aggrieved party shall be entitled to serve a notice on the defaulting party.
- 22.6 On expiry of the said period of notice, if the defaulting party are the Owner, then the Promoter shall be entitled to take over the responsibility of the defaulted item or items upon itself on behalf of the Owner and shall be entitled to complete the same at the costs and expenses of the Owners. In the event of dispute between the parties as to the quantum of the costs and expenses, the same shall be decided by arbitration.

23. **FORCE MAJEURE:**

- 23.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Indenture, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are



beyond the reasonable control of the Party so prevented and does not arise out of any act or omission of the Party so prevented or breach by such Party of any of its obligations under this Indenture or which could have been prevented by the party so prevented it by being diligent, vigilant or prudent, including, without limitation, flood, fire, explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or any relevant Government or Court orders materially affecting the continuance of the obligation or any local issues beyond the control of the Promoter which may hamper the implementation of the Project such as Strike, lockout, non-availability of materials or other labour difficulties or existence of any adverse condition which causes a material or adverse effect or impact on the Project and/or the Land resulting in stoppage or suspension of work or sale of Units in the Project for a continuous period exceeding 30 (thirty) days

- 23.2 If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such further time after the cessation, as mentioned in clause 23.1 hereto. Neither the Owners nor the Promoter shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force

Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Indenture for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

23.3 In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof .

23.4 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

24. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied. This Agreement shall take effect on the Date of this Agreement and shall remain in force till Completion. Neither Party shall, except as provided in clause 25 below, have the right to terminate the Agreement.

25. **AMENDMENT/MODIFICATION:**

No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

26. **TERMINATION**

- (i) The Owners recognize and acknowledge that the Promoter has invested and will further be investing substantial sums of money and time in the Project and has entered into this Agreement on the specific understanding that the Owners shall not be entitled to terminate this Agreement for any reason whatsoever after work has started on any part or portion of the Project Land and the Promoter has entered into agreements for sale with any prospective buyer(s).
- (ii) Despite this understanding if the owners decide to resile from this Agreement resulting in its cancellation for any reason whatsoever, the Owners shall reimburse the official expenses incurred by the Promoters for the purpose of development till that date to the Promoters alongwith interest @ 12% p.a.plus compensation payable to Buyers.
- (iii) Till such time the Owners are able to repay the aforesaid amounts including the Compensation payable to Buyers, the Promoter shall be entitled to exercise a lien over the Land.
- (iv) If there is any breach of the agreements, covenants or representations on the part of the Promoter and such breach is not cured by the Promoter within 30 days from the date Owners notify the Promoter about such breach,

the Owners shall be entitled to seek specific performance of this agreement.

The Promoter shall be entitled to terminate this Agreement in case:

- (a) The Owners' obligations are not satisfied/completed within 45 days from the Date of this Agreement or such other date as may be extended by the Promoter from time to time at its sole discretion; or
- (b) the Government Authorities concerned refuse to provide the permission for conversion of the use of the Land for the Project and/or permission under the Urban Land (Ceiling & Regulation) Act, 1976/or under any Applicable Laws is refused; or
- (c) the performance of this Agreement becomes unviable due to any change in law or due to refusal of any necessary statutory permission or imposition of any onerous condition .

In case of such termination the Owners shall forthwith reimburse the expenses incurred by the Promoter on the Project till that date along with interest to be calculated @ 12% per annum compounded quarterly and the Promoter shall not vacate the Land and/or Land until such payment is made. However, it is provided that in case the Promoter has availed Project Finance, in such event the termination will take effect only upon satisfaction of the outstanding liability of the Bank/Financial Institute as arising at the material time.



27. **ORIGINAL/CERTIFIED COPY**

The registered original Agreement will be retained by the Promoter and the certified copy will be preserved by the Owners..

28. **ASSIGNMENT AND SUB CONTRACT**

28.1 The Promoter shall at all times be permitted to assign its rights, obligations and interest in the Agreement (or part thereof), Development Rights, Project and/or built up area to any third party or to its affiliate/ subsidiary company without the prior written consent of the Owners.

28.2 The Promoter shall at all times be entitled to engage and contract out construction/ development of the Project or any specific aspect to any sub-contractor/ contractor on such terms and conditions as the Promoter may deem fit and appropriate.

28.3 The Owners shall not assign any rights and obligations contained herein to any person without prior written permission of the Promoter.

29. **FURTHER ACTS**

Each Party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement. Without limiting the generality of the foregoing, if the Approvals of any Governmental Authority are required for any of the arrangements under this Agreement to be effected, each Party will

use all reasonable endeavors to obtain such Approvals.

**30 AUTHORIZATION**

The persons signing this Agreement on behalf of the respective Parties represent and covenant that they have the authority to sign and execute this document on behalf of the Parties for whom they are signing.

**31. CONFLICT**

To the extent that there is any conflict between any of the provisions of this Agreement and any other agreement by which the Owners or the Project Land or any part thereof is bound, the provisions of this Agreement shall prevail to the extent permitted by the Applicable Law.

**32. SPECIFIC PERFORMANCE OF OBLIGATIONS**

The Parties to this Agreement agree that, to the extent permitted by the Applicable Law, the rights and obligations of the Parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.

**33. NOTICE:**

- 33.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by facsimile transmission or registered post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party

from time to time). So far as the Owners and Promoter are concerned the notice should only be given to:

a) **In case of the Owners:**

MR. SUNIL AGARWAL  
BLOCK P, FLAT NO.3A.  
SHERWOOD ESTATE,  
169, N.S.C BOSE ROAD,  
KOLKATA-700103

b) **In case of the Promoter:**

MR. RAM NARESH AGARWAL  
36/1A, ELGIN ROAD,  
KOLKATA - 700 020.

33.2 Any such notice or other written communication shall be deemed to have been served:

33.2.1 If delivered personally, at the time of delivery and duly receipted.

33.2.2 If sent by prepaid recorded delivery or registered post or courier service, on the 4<sup>th</sup> day of handing over the same to the postal authorities.

33.2.3 If sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent. All facsimile transmission shall without affecting the delivery, be followed by a delivery in terms of clause 32.2.1 or 32.2.2 above.

33.3 In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

34. **ARBITRATION:**

(1) The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties. If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes, if not solved/settled, shall be referred to, and finally resolved by, arbitration by an Arbitration Tribunal formed in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made thereunder. The arbitration shall be conducted in English and venue shall be Kolkata only.



35. **JURISDICTION:**

Only Courts having territorial jurisdiction over the said Property shall have jurisdiction in all matters arising herefrom.

**POWER OF ATTORNEY**  
**RELATED WITH AGREEMENT DEVELOPMENT AGREEMENT AS**  
**MENTIONED HEREIN ABOVE**

**BY THIS DEVELOPMENT POWER OF ATTORNEY** executed at -Kolkata  
on this the ..... day of July, 2020

By

**(1) PERFECT SKYSCRAPER PRIVATE LIMITED (PAN - AAGCP2153A)**, a Private Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata-700020, **(2) TOPTECH REALTY LLP (PAN-AALFT6775E)**, having its registered office at 36/1A, Elgin Road P.O.Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata-700020,Kolkata-700073 , **(3) KOLKATA ABASAN PRIVATE LIMITED(PAN-AADCK8842N)**a Private Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020,**(4)MANYA SKYSCRAPER PRIVATE LIMITED(PAN-AAHCM7186R)** a Private Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020,**(5) OVERSURE RESIDENCY LLP (PAN-AAFFO0502Q)** having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(6) MANYA RESIDENCY PRIVATE LIMITED,(PAN-AAHCM4518P)**a Private Limited Company incorporated and registered under the Companies Act, 1956,and having its registered office at 36/1A, Elgin Road,P.O.Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata-700020,**(7)JAGMATA MARCOM PRIVATE LIMITED(PAN-**

AACCJ8085D)a Private Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, (8) **SATYALAXMI VINTRADE PRIVATE LIMITED (PAN-AARCS2660N)** a Private Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, (9) **PINK FLOWER REALTY LLP (PAN-AATFP1975C)**, having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, (10) **SUVRIDHI NIWAS PRIVATE LIMITED (PAN-AARCS2659H)** a Private Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, (11) **MANYA TIE-UP LLP (PAN-ABDFM8768K)**, having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, (12) **SHAGUN DELMARK PRIVATE LIMITED (PAN-AAQCS4838M)** a Private Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, (13) **SHAGUN SKYSCRAPER PRIVATE LIMITED (PAN-AAQCS4859N)** a Private Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, (14) **UMANG ESTATES PRIVATE LIMITED (PAN-AAACU7012P)** a Private Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, (15) **PAPILO REALESTATE LLP (PAN-AASFPO353K)** having its registered office at 36/1A, Elgin Road,



P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(16) MARGOSA REALTY LLP (PAN-ABBFM9964F)**, having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020; **(17) SITARA BARTER PRIVATE LIMITED (PAN-AAJCS6571J)**, a Private Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(18) CITY HIGH PROPERTIES PRIVATE LIMITED (PAN-AAECC5748C)** a Private Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(19) AASTHA SKYSCRAPER PRIVATE LIMITED (PAN-AAJCA9224E)** a Private Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(20) SUVRIDHI NIKETAN LLP (PAN-ADEFS1597H)**, having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(21) STUTI PROMOTERS PRIVATE LIMITED (PAN-AAICS3321B)** a Private Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(22) SUPREME CONSUMER PRODUCTS PRIVATE LIMITED (PAN-AAGCS3861C)** a Private Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020 **(23) GREENROSE CONCLAVE LLP (PAN-AAPFG1261L)** having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(24) ALPEMIX REALTY LLP (PAN-ABEFA1423C)** having its registered office



at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(25) ACCOMPLISHED FACILITY MANAGEMENT PRIVATE LIMITED (PAN-AAICA5660P)** a Private Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(26) NISTHA FACILITY MANAGEMENT SERVICES PRIVATE LIMITED (PAN-AADCN0350N)** a Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(27) CHENSHIRE REALTY LLP (PAN-AAKFC9045R)** having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(28) TANVI AAWAS PRIVATE LIMITED (PAN-AAECTO158M)** a Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(29) WELCOME TOWERS PRIVATE LIMITED (PAN-AAACW9274H)** a Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(30) WELCOME COMPLEX PRIVATE LIMITED (PAN-AAACW9304N)** a Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(31) WELLBUILD ENCLAVE PRIVATE LIMITED (PAN-AAACW9457E)** a Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(32) WELSCOME CONCLAVE PRIVATE LIMITED (PAN-AAACW9717F)** a Limited Company

incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(33) ZEST COMMERCIAL PRIVATE LIMITED (PAN-AAACZ2013M)** a Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(34) WINSOME PLAZA PRIVATE LIMITED (PAN-AAACW9306Q)** a Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(35) WOODLAND PROCON PRIVATE LIMITED (PAN-AAACW9718L)** a Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(36) WEIGHTY DEVELOPERS PRIVATE LIMITED (PAN-AABCW0196P)** a Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(37) WAKEFUL CONSTRUCTION PRIVATE LIMITED (PAN-AAACW9845J)** a Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(38) MANYA INFRAPROJECTS PRIVATE LIMITED (PAN-AAHCM4849H)** a Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(39) ZEST RETAILERS PRIVATE LIMITED (PAN-AAACZ2012L)** a Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani,



P.S.Bhowanipur, Kolkata - 700020, **(40) MADHUDHAN CONCLAVE LLP (PAN-ABBFM9961A)** having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(41) MANYA INFRAREALTY PRIVATE LIMITED (PAN-AAHCM4844L)** a Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(42) MANYA COMMERCIAL PRIVATE LIMITED (PAN-AAHCM4845M)** a Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(43) MANYA DEALTRADE PRIVATE LIMITED (PAN-AAHCM4847K)** a Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(44) MANYA INFRAPROPERITES PRIVATE LIMITED (PAN-AAHCM4846J)** a Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(45) MANYA DEALCOM PRIVATE LIMITED (PAN-AAHCM4843P)** a Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(46) ALUMECH ESTATES LLP (PAN-ABEFA1421A)** having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(47) ALMITS DEVELOPERS LLP (PAN-ABBFA1422D)** having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(48) BETHANY HIRISE LLP (PAN-AAPFB3487R)** having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur,

Kolkata - 700020, **(49) BLUELAND BUILDCON LLP (PAN-AAPFB8490G)** having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(50) DURABLE PLAZA LLP (PAN-AAMFDS008R)** having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(51) EAGLEEYE PROJECTS LLP (PAN-AAGFE0569G)** having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(52) CITY INFRAPROMOTERS PRIVATE LIMITED (PAN-AAECC5746N)** a Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(53) KESHAV SKYSCRAPER PRIVATE LIMITED (PAN-AAECK4986A)** a Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(54) CITY NIRMAN PRIVATE LIMITED (PAN-AAECC5309Q)** a Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(55) CITY INFREAREALTY PRIVATE LIMITED (PAN-AAECC5747P)** a Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(56) CITY SKYSCRAPER PRIVATE LIMITED (PAN-AAECC5542N)** a Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(57) MANGALSHIV RETAILERS PRIVATE LIMITED (PAN-AAHCM8370M)** a Limited Company incorporated and registered under the Companies Act, 1956, and having



its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(58) TANVI PROJECTS LLP (PAN-AALFT6824A)** having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(59) TANVI SKYSCRAPER LLP (PAN-AALFT6826C)**, having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(60) LAKSHYA DISTRIBUTORS PRIVATE LIMITED (PAN-AABCL1583F)** a Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S.Bhowanipur, Kolkata - 700020, **(61) STEAD FAST TIE UP PRIVATE LIMITED (PAN-AAJCS6570K)** a Limited Company incorporated and registered under the Companies Act, 1956, and having its registered office at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani P.S.Bhowanipur, Kolkata - 700020 being represented by/or acting through its common Authorized Signatory / Person, **SUNIL K AGARWAL (PAN- ADAPA9172G)** (Aadhaar No 7405 3832 3436), son of Late Mahabir Prasad Agarwal, by faith-Hindu, by Nationality-Indian, by Occupation - Business, residing at Block P, Sherwood Estate, 169, N.S.C. Bose Road, Police Station-Sonarpur, Post Office- Narendrapur Kolkata- 700103, hereinafter referred to as "**THE PRINCIPAL**";

#### TO AND IN FAVOUR OF

**SRIJAN RESIDENCY LLP. (PAN ADEFS1907P)** a Limited Liability Partnership firm registered under the provisions of Limited Liability Partnership Act, 2008 having its regd. Office at 36/1A, Elgin Road, Post Office- Lala Lajpat Rai Sarani, Kolkata - 700 020, Police Station-Bhowanipore represented by its Director, Sri Ram Naresh Agarwal (PAN No: ACYPA1903G), (Having Aadhar No. 594889630890) son of Late

N.K.Agarwal, by Occupation- Business, by faith- Hindu, residing at 135G, S.P. Mukherjee Road, Police Station- Tollygunge, Post Office- Kalighat, Kolkata- 700026, hereinafter referred to as "**The ATTORNEY**".

**WHEREAS** the Principal is the Owner of All That the pieces and parcel of land containing an area of **583 Decimal** equivalent to **352.72 Cottahs** under Mouza Elachi (J.L.No. 70) & Mouza- Jagaddal (J.L. No. 71) lying at various R.S and L.R Dags under A.D.S.R Sonarpur, P.O. Sonarpur, Police Station Sonarpur, under Rajpur Sonarpur Municipality in the District of South 24 Parganas to be developed in Phases more fully and particularly described in the **Schedule** hereunder written (hereinafter referred to as "**SAID PROPERTY**")

**AND WHEREAS** for the purpose of phase-wise development of a Row House/ Bungalow, the Principal is now desirous of nominating, appointing and constituting **SRIJAN RESIDENCY LLP. (PAN ADEFS1907P)** a Limited liability Partnership firm registered under the provisions of Limited Liability Partnership Act, 2008 having its regd. Office at 36/1A, Elgin Road, Post Office- Lala Lajpat Rai Sarani, Kolkata - 700 020, Police Station- Bhowanipore represented by its Director, Sri Ram Naresh Agarwal (PAN No: ACYPA1903G), (Having Aadhar No. 594889630890) son of Late N.K.Agarwal, by Occupation- Business, by faith- Hindu, residing at 135G, S.P. Mukherjee Road, Police Station- Tollygunge, Post Office- Kalighat, Kolkata- 700026 (hereinbefore as also hereinafter referred to as the "**ATTORNEY**") to act, do and perform the following acts, deeds, matters and things.

**KNOW YE ALL MEN BY THESE PRESENTS**, the Principal by writing under its common seal, do hereby appoint, nominate and authorise the Attorney as its TRUE AND LAWFUL ATTORNEY for itself and on its behalf and in its name to do the following further acts, deeds and things relating to the Said Property (more fully described in the **SCHEDULE** hereunder written either **JOINTLY OR SEVERALLY**.

1. To prepare, submit correspond, receive and sign all papers like Plans, Applications, Affidavits, Indemnities, Letters, authorizations and corrections, to appear and to represent before the competent authorities of the respective departments or bodies of both Central and State Governments like Kolkata Metropolitan Development Authority ("KMDA"), the South 24 Parganas Zila Parishad, Rajpur Sonarpur Municipality, Competent Authority for supply of Ground Water, West Bengal State Electricity Distribution Company Ltd(WBSEDC) or any other Supply Agency, Administrative offices of the Government of West Bengal, Urban Land Ceiling Authorities, Airports Authority of India, Bharat Sanchar Nigam Ltd., West Bengal Pollution Control Board/Environment Department, Govt. Of West Bengal, Directorate of Town and Country Planning, Kolkata Police, West Bengal Police, Land & Land Reform Department of the Govt. Of West Bengal etc., for obtaining the necessary certificates, sanctions, permissions, exemptions, no objection certificates orders etc., connected with the Said Property in respect of one or more of the following matters:
  - a) re-classification, re-constitution and / or re-union of the Said Property commensurate with the purposes for which the Development Agreement has been entered upon



- b) Demolition of any superstructure(s) on the Said Property
  - c) Proposed constructions (s) of New Building (s)
  - d) Additions, revisions and alterations renewals, regularisation to the proposed New Buildings.;
  - e) Obtaining permanent or temporary service connections of water-supply, drainage, sewerage and electricity
2. To apply for and obtain sanction of the building plan in respect of the Said Property and to further apply for and obtain any modification or alterations thereto from time to time and at all times hereafter.
  3. To apply for quotas, entitlements and other allocations for cement, steel, bricks and any other building material that may be required, for and on behalf of the owners/principals for construction of the New Building on the Said Property.
  4. To sign and execute all plans, sketches, maps, declarations, forms, petitions, letters or any other documents relating to or in connection with applying for and obtaining sanction of plan in respect of the Said Property.
  5. To obtain delivery of the sanction plan from the KMC/Municipality/Panchayat/Zila Parishad or any other authority or authorities.



6. to enter upon the Said Property with men and material as may be required for the purpose of development work and erect the new buildings as per the building plans to be sanctioned
7. To apply for and obtain necessary permissions, and/or approvals and/or sanctions from any statutory authority including the KMC/Municipality/Panchayat/Zila Parishad, Fire Services Department, Government of West Bengal, Kolkata Police, West Bengal Police, West Bengal Pollution Control Board / Environment Department, Airports Authority of India ,Bharat Sanchar Nigam Ltd., and all other statutory authority or body.
8. To appear and represent the Principal before the necessary authorities including the South 24 Parganas Zila Parishad, Rajpur Sonarpur Municipality, Fire Services Department, Government of West Bengal, Kolkata Police, West Bengal Police, West Bengal Pollution Control Board / Environment Department, Airports Authority of India, Bharat Sanchar Nigam Ltd., and all other statutory authority or body in connection with the sanction, modification and/or alteration of plans.
9. To pay fees to obtain sanction or modification and such other orders and permissions from the necessary authorities as be expedient for sanction, modification and/or alteration of the sanctioned plans and submit all the papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other Agents, contractors and sub-contractors for the aforesaid purposes as the Attorneys shall think fit and proper.

10. To receive the excess amount of fees, if any, paid for the purpose of sanction, modification and/or alteration of the Plans to any authority or authorities.
11. To apply for and obtain electricity, gas, water, sewerage, drainage, telephone or other connections of any other utility to the Said Property and/or to make alterations therein and to close down and/or have disconnected the same and for that purpose to sign, execute and submit all papers, applications, documents and plans and to do all other acts, deeds and things as may be deemed fit and proper by the said Attorneys.
12. To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the Said Property or any part thereof.
13. To appear and represent us before all authorities including KMC for fixation and/or finalization of the annual valuation of the Said Property and for that purpose to sign, execute and submit necessary papers and documents and to do all acts, deeds and things as the Attorneys may deem fit and proper.
14. To arrange for financing of the project (project finance) from any Banks and/or Financial Institutions for construction and completion of the project upon such terms and conditions as may be applicable. Such finance may be secured by mortgaging the said project land belonging to the Owners in favour of any bank / financial institution by deposit of original title deeds of the said project land by way of Equitable Mortgage and/or by executing Simple Mortgage and/or by creating English mortgage. Further the

Developer shall create charge in respect of its share of revenue or allocation in the Project without creating any charge or liability in respect of Owner's share of revenue or Owner's allocation in the Project.. Further, the Developer may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposit title deeds, deliver the title deeds and to receive back the title deeds, etc.. Notwithstanding the same, the Developer shall take the project finance without creating any charge / liability in respect of owner's share of revenue or owner's allocation in the project.

15. To insure the New Buildings and fittings and fixtures against damages, fire, tempest, riots, civil commotion, floods, earthquakes, bomb blasts, malicious damage or destruction and against other risks as the Developer may think sufficient to protect the interest of all concerned therein.
16. To collect advance / payment from the intending purchaser against sale/lease of the proposed constructed areas in the proposed New Buildings.
17. To ask for, receive and recover from all the Purchasers/Lessees and Transferees of Row House and Bungalows service charges for maintenance and all the other charges and also on non-payment thereof to enter upon and restrain and/or take legal steps for the recovery thereof.
18. To engage Advocates and to commence prosecute enforce defend answer and oppose all actions and other legal proceedings and

demands touching any of the matters concerning construction on the Said Property or any part thereof and if thought fit to compromise settle, refer to arbitration, abandon, submit to judgment or become non - suited in any such action proceedings aforesaid before any Court, Civil or Criminal Tribunal or Revenue including the Rent Controller.

19. To Deposit and withdraw fees, documents and monies in and from any Court or Courts and /or any other person or Authority and give valid receipts and discharges therefor.
20. To sign, declare and/or affirm any plaint, written statement, petition, affidavit, verification, vakalatnama, warrant of attorney, Memo of Appeal or any other documents or papers in any proceedings or in any way connected therewith.
21. To file appeals, references, revisions and appear and represent before the competent authorities in respect of any matter relating to the Said Property.
22. To make and sign necessary application or pursue and follow up all applications already made and/or to be made to the appropriate Government Department, Local authority or other competent authorities including appropriate authorities under the West Bengal (Regulation of Promotion of Construction And Transfer by Promoters) Act, 1995 and the Urban Land (Ceiling & Regulation) Act, 1976 for all and any licenses, registrations, permissions and consents required by any act order statutory instruments regulations by laws or otherwise in connection with the Said Property in pursuance of the Map/Plan to be sanctioned



and make payment of all charges and fees therefore and recovery of compensation, if any.

23. For all or any of the purposes hereinbefore stated to appear and represent us before all authorities having jurisdiction and to sign, execute and submit papers and documents.
24. To sign, execute and register and to appear before the sub registrar to register any Agreement (s), deeds or documents relating to the Developer's Allocation.
25. To present such agreement or conveyances for registration before the registering authority and admit execution thereof as if the same is executed by the Principal in respect of the Developer's Allocation.
26. To delegate such of the powers as the Attorneys in their absolute discretion shall think fit and proper to any of its officers and upon such delegation this power of attorney shall be deemed to have been granted by the Principal in favour of the said delegate or delegates as the case may be.

**AND GENERALLY** to do all acts, deeds and things, which are necessary for developing the Said Property in the manner aforesaid fully and effectively, and acts incidental and ancillary thereto **AND** the **PRINCIPAL** hereby agree to ratify and confirm all and whatsoever the **ATTORNEY** shall do, execute or perform or cause to be done executed or performed in connection with the development of the Said Property in terms of the Development Agreement.

This Power of Attorney shall remain co-existent with the Development Agreement and completion of the project.

**AND** it is clarified that the terms and expressions used herein shall, unless there be something contrary or repugnant to the subject or context, have the meanings assigned to them in the Development Agreement.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(Said Entire Land)**

**ALL THAT** the pieces and parcel of land containing an area of **583 decimal** equivalent to **352.715 Cottahs** be the same a little more or less situate lying at various L.R Dags of Mouza Elachi & Jagaddal (J.L.No 70 & 71 ) A.D.S.R Sonarpur, P.O Sonarpur, Police Station Sonarpur, under ward No. 25 of Rajpur Sonarpur Municipality, Kolkata- 700151, in the District of South 24 Parganas in L.R Khatians as detailed below:

<u>Sl.n</u> <u>o</u>	<u>R.S.DA</u> <u>G</u>	<u>L.R.</u> <u>DAG</u>	<u>L.R.KHATIAN</u>	<u>AREA IN</u> <u>DECIMA</u> <u>L</u>	<u>MOUZA</u>
<u>1</u>	1636	1658	3246,3235,3254, 3283, 3238,3282	51	<u>Elachi</u>
<u>2</u>	1638	1660	3234,	10	"
<u>3</u>	1639	1661	3237,3255	19	
<u>4</u>	1646	1668	3231,3260,3253,32 36,3280,3245	59	
<u>5</u>	1647	1669	3258, 3281, 3279, 3282,	32	

<u>6</u>	1649	1671	3279, 3285, 3284, 3249, 3274, 3240,	44	
<u>7</u>	1650	1672	3240, 3243, 3244	22	
<u>8</u>	1651	1673	3268, 3270, 3278, 3277,	36	
<u>9</u>	1652	1674	3277, 3276, 3275, 3247, 3233,	36	
<u>10</u>	1653	1675	3233, 3239, 3265, 3266,	36	
<u>11</u>	1654	1676	3262, 3288, 3257, 3267, 3289, 3287	51	
<u>12</u>	1657	1679	3248	6	
<u>13</u>	1660	1682	3272, 3252, 3251, 3261, 3248	37	
<u>14</u>	1661	1683	3256, 3271, 3259, 3286	28	
<u>15</u>	1662	1684	3286, 3273, 3269, 3272,	39	
<u>16</u>	1672	2204	3240, 3241, 3242, 3250,	35	
		<b>Sub- Total</b>		<b>541</b>	
<u>17</u>	760	913	4100, 4103	15	<b><i>Jagadd al</i></b>
<u>18</u>	803	953	4099, 4101	14	"
<u>19</u>	806	956	4102, 2595,	8	"
<u>20</u>	809	959	4099, 4101	5	"



		<u>Sub- Total</u>		42	
		<u>Grand Total</u>		583	

**THE SECOND SCHEDULE ABOVE REFERRED TO:**  
**COMMON AREAS, FACILITIES AND AMENITIES**  
**(Common Parts , Portions and Amenities)**

1. **The Common Portions are at 3 (three) levels, which are :**
  - 1.1 **LEVEL: Those which are common to all the segments and are collectively called the "Service Zone" and includes the following:**  
**Applies to present phase and all the other phases both future and past**
    - 1.1.1 Sewerage treatment Plant / Septic Tank
    - 1.1.2 Common generators, its installation and its allied accessories, lighting of the common areas, pumps and common utilities.
    - 1.1.3 Electric Sub-Station
    - 1.1.4 Garbage Disposal area
    - 1.1.5 Roads including passages providing easement rights, installations, and security arrangements not exclusive to any segment.
    - 1.1.6 Drains and sewers from the premises to the Municipal Duct /STP.
    - 1.1.7 Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
    - 1.1.8 Boundary walls of the premises including outer side of the walls of the building and main gates.

- 1.1.9. water pump and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
- 1.1.10. Transformer electrical wiring meters and fittings and fixtures for lighting common areas.
- 1.1.11 Management/Maintenance Office
- 1.1.12. Round the Clock Security arrangements with CCTV and intercom
- 1.1.13. Main entrance Gate
- 1.1.14 Fire Fighting Equipment and Extinguishers and Protection system
- 1.1.15. 24Hrs water supply
- 1.1.16. Rain water harvesting may be created by Promoter at its sole option.
- 1.1.17. Dedicated communication system for telephone
- 1.1.18. The water pump, the pump room, water reservoir, tube-well, and distribution pipes
- 1.1.19. Durwans Room
- 1.1.20. Cable connection/ Cable TV System

**1.2 LEVEL-2 :Those which are to remain common to all the Row House/Bungalow Owners of the residential complex of all the phases, present and in future as well as in the extensions. All the Row House/Bungalow Owner shall have proportionate share therein. These include the following:**

- 1.2.1. Landscaped Garden and Central lawn , water bodies and fountains if any
- 1.2.2. Children Play area
- 1.2.3 Separate area for elderly people.

- 1.2.4. A.C.Community Hall for common use of all the occupants of the said New Buildings
  - 1.2.5. Club party Lawn
  - 1.2.6. Space for functions/shows/puja etc.
  - 1.2.7. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
  - 1.2.8 Visitors Car Parking
  - 1.2.9 Multipurpose Court
  - 1.2.10 Swimming Pool with changing rooms
  - 1.2.11 Indoor Games Room
  - 1.2.12 Gym
  - 1.2.13 Rain water harvesting may be created by Promoter at its sole option, if provided.
  - 1.2.14 Entrance Main Gate
  - 1.2.15 Electrical Room
  - 1.2.16 FMC Office
2. Unless otherwise indicated herein and in addition to these mentioned in Levels 1, 2 the common portions like land, roads, lighting equipments, gates, building for guards, trees bushes, decorations e.g. sculptures etc. pipes, ducts and cables situate within the area whether over or under the land of the service zone shall be deemed to be common to the Allottees of all the segments and those that are inside the Residential Complex including its boundary walls and/or fences, water body etc. shall be deemed to be common Portion only of the residential complex and common to its Row House/Bungalow Owners. Similarly those in any particular tower shall be deemed to be the Common Part only of that Block.
3. The Promoter reserves the right to alter the above scheme or any of the items mentioned as so advised by its Architects and/or



Advocates for better and effective management and maintenance and otherwise equitable to the Owner of any segment or part thereof.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**COMMON EXPENSES**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the respective buildings of the complex and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.

6. Paying such workers as may be necessary in connection with the upkeep of the complex.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the complex.
9. Cleaning as necessary of the areas forming parts of the complex.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the complex and providing such additional apparatus as the builder may think fit.
11. Providing and arranging for the emptying receptacles for rubbish.
12. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the various buildings of the complex or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
13. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.

14. Generally managing and administering the development and protecting the amenities in the new building / Row Houses and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
15. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
16. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the owner/occupier of any flat/flats.
17. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television acrials and such other equipment as the Builder may from time to time be considered necessary for the carrying out of the acts and things mentioned in this Schedule.
18. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
19. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the



option of the Management Company/Association it is reasonable to provide.

20. In such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
21. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organisation for the owners of the Units and shall only be applied in accordance with the decision of the Holding Organisation.
22. The charges/fees of any professional Company/Agency appointed to carry out maintenance and supervision of the complex.
23. Any other expense for common purpose.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**DEPOSITS/EXTRA CHARGES/TAXES**

- **Special Amenities/Facilities:** provision of any special amenities/facilities in the common portions including Club Facilities and Development charges etc.
- **Upgradation of fixtures and fittings:** improved specifications of construction of the said complex over and above the Specifications described.
- **Sinking Fund:**

- **Transformer and allied installation:** Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments.
- Diesel Generator Charges.
  
- Legal Charges
- **Taxes:** deposits towards Municipal rates and taxes, etc.  
Stamp Duty, Registration Fees, Service Tax and any other tax and imposition levied by the State Government, Central Government or any other authority
  
- **Common Expenses/Maintenance Charges/Deposits:** proportionate share of the common expenses/maintenance charges as may be levied.
  
- Formation of Association/Holding Organization
- **Electricity Meter:** Security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Complex, at actual.
  
- **Internal Layout Change:** any internal change made in the layout of the Owner's Allocation and/or upgradation of fixtures and fittings.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**Part - I**

**(PROMOTERS' Allocation)**

**ALL THAT 76% (Seventy-Six percent)** of the total realization from sale of constructed areas of the Complex to comprise in various, units, . and/or constructed spaces of the buildings/ Row Houses to be constructed on the said Entire Land **TOGETHER WITH** the share in the

same proportion in car parking spaces (open and covered), **TOGETHER WITH** the undivided proportionate impartible part or share in the said Entire Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space

### **Part - II**

#### **(Owners' Allocation)**

**ALL THAT 24% (Twenty-Four percent)** of Buildings/ Row Houses of the total realization from sale of constructed areas of the Complex to comprise in various units, and/or constructed spaces of the buildings/ Row Houses to be constructed on the said Entire Land **TOGETHER WITH** the share in the same proportion in car parking spaces (open and covered), **TOGETHER WITH** the undivided proportionate impartible part or share in the said Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space

### **THE SIXTH SCHEDULE ABOVE REFERRED TO:**

#### **SPECIFICATIONS**

#### **Load Bearing Wall Structure**

##### **DOORS**

**Main Door-** Front Side- Flush Door with Duco Paint  
Back Side- Flush Door with Enamel Paint

##### **Internal Doors**

Roof Main Door - Wood Plastic Composite (WPC) Door with Enamel Paint  
Roof Toilet Door - Wood Plastic Composite (WPC) Door with Enamel Paint



Kitchen Door - Wood Plastic Composite (WPC) Door with Enamel Paint

Bedroom & Toilet Doors - Flush Door with Enamel Paint  
Door handles, Locks & Hinges of Reputed Make

### **WINDOWS**

Anodized/Powder Coated Aluminium windows, Grill optional at extra cost

### **FLOORING**

Vitrified Tiles flooring in Living & Dining, All Bedrooms & Staircase  
Solar Reflective Tiles in Roof Area

### **ELECTRICAL**

Concealed Copper wiring with modular switches of reputed make.  
Provision for telephone & television point.

### **INTERNAL WALLS**

Pop Finish

### **OUTDOOR FINISH**

Superfine Texture Weathercoat/WaterProof Paint

### **KITCHEN**

Flooring - Anti Skid Vitrified Tiles

Counter- Granite Slab with a stainless steel sink, wall tiles up to 2ft.

Height on all around wall over granite counter.

Water Filter Point, Exhaust Fan Point, Chimney Point

Provision for Outlets for Exhaust Fan/Chimney

### **TOILET**

Flooring – Anti Skid Ceramic Tiles.

Granite Basin Counter in all toilets Except Roof toilet.

Wall- Dado in ceramic tiles up to 7ft.

Sanitary ware of Hindware / Jaguar / Parryware/American standard or equivalent brand

Sleek CP fittings from Jaquar/Hindware/Essco/Parryware or equivalent make, single lever fitting and hanging commode with conceal cistern.

#### **Electricals in Toilet**

Concealed Copper wiring with modular switches of reputed make.

Provision for light, geyser and exhaust point.

#### **THE SEVENTH SCHEDULE ABOVE REFERRED TO:**

#### **TITLE DEEDS OF THE OWNERS**

Sl. No	Name & Address of Company	Deed No	Date of Registration	Regsitered At
<b>1</b>	<b>MANYA DEALTRADE PVT LTD</b>	2397/2017	11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020			
<b>2</b>	<b>SATYALAXMI VINTRADE PVT LTD</b>	1284/2017	21.03.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020			
<b>3</b>	<b>SUVRIDHI NIWAS PVT LTD</b>	1283/2017	21.03.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020			

<b>4</b>	<b>PINK FLOWER REALTY LLP</b>		21.03.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	1288/2017		
<b>5</b>	<b>TOPTECH REALTY LLP</b>		21.03.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	1292/2017		
<b>6</b>	<b>GREENROSE CONCLAVE LLP</b>		21.03.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	1289/2017		
<b>7</b>	<b>ALPEMIX REALTY LLP</b>		21.03.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	1291/2017		
<b>8</b>	<b>CHENSHIRE REALTY LLP</b>		21.03.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	1294/2017		
<b>9</b>	<b>NISTHA FACILITY MANAGEMENT SERVICES PVT LTD</b>		21.03.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	1293/2017		
<b>10</b>	<b>TANVI AAWAS PVT LTD</b>		21.03.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	1295/2017		

	<b>ACCOMPLISHED FACILITY</b>			
<b>11</b>	<b>MANAGEMENT PVT LTD</b>		29.03.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	1492/2017		
<b>12</b>	<b>DURABLE PLAZA LLP</b>		29.03.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	1487/2017		
<b>13</b>	<b>EAGLEEYE PROJECTS LLP</b>		29.03.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	1491/2017		
<b>14</b>	<b>ALMITS PROMOTERS LLP</b>		29.03.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	1489/2017		
<b>15</b>	<b>ALUMECH ESTATES LLP</b>		29.03.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	1486/2017		
<b>16</b>	<b>BETHANY HIRISE LLP</b>		29.03.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	1494/2017		
<b>17</b>	<b>BLUELAND BUILDCON LLP</b>		29.03.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	1497/2017		
<b>18</b>	<b>MADHUDHAN CONCLAVE LLP</b>		29.03.17	DSR IV
		1496/2017		



	36/1A, ELGIN ROAD, KOLKATA - 700020			
<b>19</b>	<b>JAGMATA MARCOM PVT LTD</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2722/2017		

Sl. No	Name & Address of Company	Deed No	Date of Registration	
<b>20</b>	<b>MANYA RESIDENCY PVT LTD</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2412/2017		
<b>21</b>	<b>MANYA SKYSCRAPER PVT LTD</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2416/2017		
<b>22</b>	<b>KOLKATA ABASAN PVT LTD</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2413/2017		
<b>23</b>	<b>MANYA TIE-UP LLP</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2378/2017		
<b>24</b>	<b>SHAGUN DEALMARK PVT LTD</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2406/2017		

<b>25</b>	<b>SHAGUN SKYSCRAPER PVT LTD</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2428/2017		
<b>26</b>	<b>OVERSURE RESIDENCY LLP</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2441/2017		
<b>27</b>	<b>MARGOSA REALTY LLP</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2384/2017		
<b>28</b>	<b>PAPILO REALESTATE LLP</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2421/2017		
<b>29</b>	<b>UMANG ESTATES PVT LTD</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2405/2017		
<b>30</b>	<b>SITARA BARTER PVT LTD</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2420/2017		
<b>31</b>	<b>SUPREME CONSUMER PRODUCTS PVT LTD</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2399/2017		

<b>32</b>	<b>STUTI PROMOTERS PVT LTD</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2385/2017		
<b>33</b>	<b>SUVRIDHI NIKETAN LLP</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2388/2017		
<b>34</b>	<b>AASTHA SKYSCRAPER PVT LTD</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2387/2017		
<b>35</b>	<b>CITY HIGH PROPERTIES PVT LTD</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2404/2017		
<b>36</b>	<b>CITY INFRAPROMOTERS PVT LTD</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2401/2017		
<b>37</b>	<b>CITY INFRAREALTY PVT LTD</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2382/2017		
Sl. No	Name & Address of Company	Deed No	Date of Registration	

<b>38</b>	<b>CITY NIRMAN PVT LTD</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2377/2017		
<b>39</b>	<b>CITY SKYSCRAPER PVT LTD</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2389/2017		
<b>40</b>	<b>KESHAV SKYSCRAPER PVT LTD</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2372/2017		
<b>41</b>	<b>WELCOME COMPLEX PVT LTD</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2415/2017		
<b>42</b>	<b>WELCOME TOWERS PVT LTD</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2414/2017		
<b>43</b>	<b>WELLBUILD ENCLAVE PVT LTD</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2418/2017		
<b>44</b>	<b>WELSOME CONCLAVE PVT LTD</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2419/2017		
<b>45</b>	<b>WINSOME PLAZA PVT LTD</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA	2394/2017		



	700020			
<b>46</b>	<b>WOODLAND PROCON PVT LTD</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2402/2017		
<b>47</b>	<b>ZEST COMMERCIAL PVT LTD</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2381/2017		
<b>48</b>	<b>ZEST RETAILERS PVT LTD</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2442/2017		
<b>49</b>	<b>WAKEFUL CONSTRUCTION PVT LTD</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2383/2017		
<b>50</b>	<b>WEIGHTY DEVELOPERS PVT LTD</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2380/2017		
<b>51</b>	<b>MANYA INFRAPROJECTS PVT LTD</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2400/2017		
<b>52</b>	<b>MANYA INFRAPROPERTIES PVT</b>	2403/2017	11.05.17	DSR IV

	<b>LTD</b>			
	36/1A, ELGIN ROAD, KOLKATA - 700020			
<b>53</b>	<b>MANYA INFRAREALTY PVT LTD</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2395/2017		
<b>54</b>	<b>MANYA COMMERCIAL PVT LTD</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2396/2017		

Sl. No	Name & Address of Company	Deed No	Date of Registration	
<b>55</b>	<b>MANYA DEALCOM PVT LTD</b>		11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	2429/2017		
<b>56</b>	<b>PERFECT SKYSCRAPER PVT LTD</b>		21.03.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020	1285/2017		

Sl. No	Name & Address of Company	Deed No	Date of Registration	
<b>57</b>	<b>MANGALSHIV RETAILERS PVT LTD</b>	1485/2017	29.03.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020			
<b>58</b>	<b>TANVI PROJECTS LLP</b>	1495/2017	29.03.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020			
<b>59</b>	<b>TANVI SKYSCRAPER LLP</b>	1493/2017	29.03.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020			
<b>60</b>	<b>LAKSHYA DISTRIBUTORS PVT LTD</b>	1490/2017	29.03.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020			
<b>61</b>	<b>STEAD FAST TIE UP PVT LTD</b>	2379/2017	11.05.17	DSR IV
	36/1A, ELGIN ROAD, KOLKATA - 700020			

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

**SIGNED, SEALED AND DELIVERY** by the said **OWNERS** pursuant to a resolution of their Board of Directors Meeting at Kolkata in the presence of :

FOR PERFECT SKYSCRAPER PRIVATE LIMITED, TOPTech REALTY LLP, KOLKATA ABASAN PRIVATE LIMITED, MANYA SKYSCRAPER PRIVATE LIMITED, OVERSURE RESIDENCY LLP, MANYA RESIDENCY PRIVATE LIMITED, JAGMATA MARCOM PRIVATE LIMITED, SATYALAKSHI VENTRADE PRIVATE LIMITED, PINK FLOWER REALTY LLP, SUVRIDHI NIWAS PRIVATE LIMITED, MANYA TIE-UP LLP, SHAGUN DELMARK PRIVATE LIMITED, SHAGUN SKYSCRAPER PRIVATE LIMITED, UMANG ESTATES PRIVATE LIMITED, PAPILO REALESTATE LLP, MARGOSA REALTY LLP, SITARA BARTEK PRIVATE LIMITED, CITY HIGH PROPERTIES PRIVATE LIMITED,



AUTHORISED SIGNATORY

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FOR ZEST COMMERCIAL PRIVATE LIMITED,  
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 LIMITED,

1. Anuj Jalan

*(Signature)*

AUTHORISED SIGNATORY

FOR MANYA DEALTRADE PRIVATE LIMITED,  
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 PRIVATE LIMITED, STEAD FAST TIE UP PRIVATE  
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2. Nilesh Kundu.

*(Signature)*

AUTHORISED SIGNATORY

**SIGNED, SEALED AND DELIVERY** by  
the said **SRIJAN RESIDENCY LLP** at  
Kolkata in the presence of :

1. *Anuj Talwar*

FOR SRIJAN RESIDENCY LLP

*Ranjan Agarwal*

AUTHORISED SIGNATORY

2. *Nitesh Kundu.*

DRAFTED BY ME  
(As Per Instruction)

*Debjyoti Ghosh*  
(DEBJYOTI GHOSH)

ADVOCATE  
SEALDAH CIVIL COURT  
KOLKATA-700 014  
WB/547/2009