

भारतीय गैर न्यायिक

दस
रुपये
₹.10



TEN
RUPEES
Rs.10

INDIA NON JUDICIAL

^{3542/18}
अभिभवण पश्चिम बंगाल WEST BENGAL

^{417/18}
23AB 439390

Serial No. 3542 2018
 BK No. 1 Vol. No. 1504 Pages to
 Being No. 2075 Year 2018
 Cartridge Paper Inserted.....
 Copying Fee Collected.....
 Copying Fee Urgent.....
 Printing Charge for Map or Stamp.....
 Recording Charge.....

78 729 to 788 32
780.00

Under the F (3)	4.00
Under the F (1)	10.00
Under the F (2)	10.00
Under the F (4)	780.00
Under the F (5)	
Under the F (6)	
Under the F (7)	
Under the F (8)	
Under the F (9)	
Under the F (10)	
Total	804.00
Copy Fee	
Sealed and Delivered	
As per Order No.	

S. Das

Received By
Registrar
Ancoas-IV
Kolkata

Al
Addl. Registrar of Assurances-IV
Kolkata ^{417/18}

S. Das

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323 89

A. K. Chowdhary & Co.
Advocates
10, Old Post Office Street
Room No. 21, 1st Floor, Kol-1

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ADD
RS
19 JUN 2018
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court

19 JUN 2018
19 JUN 2018



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2075/2018



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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27/2/18
 0307386/18
 Dev Agent
 Additional Registrar of
 Assurances-IV, Kolkata

Certified that the Document is submitted to
 Registration. The Signature Sheet and the
 endorsement sheets attached to this document
 are the part of this Document.

Additional Registrar
 of Assurances-IV, Kolkata



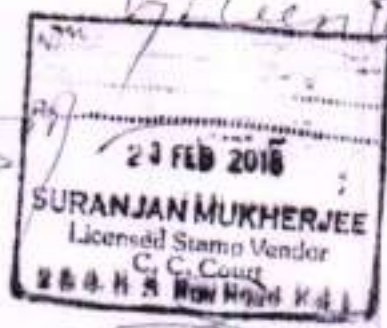
27 FEB 2018

DEVELOPMENT AGREEMENT
&
POWER OF ATTORNEY

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 27th DAY OF
 February TWO THOUSAND AND EIGHTEEN.

123866

Greenwich 17 city Post No.



11B - upper
with 5th
Vr 17

23 FEB 2018



Signature

ADDITIONAL REGISTRAR
OF ASSURANCE - IV, KOLKATA
23 FEB 2018

Jayak Nath DAS
S/o Gopal Chandra DAS
10. S. L. Pyne Lane
P.O - Bowbazar
P.S - Muchipara
Kolkata - 700012
Service

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

GRN: 19-201718-018534582-1 Payment Mode Online Payment
GRN Date: 27/02/2018 12:32:15 Bank: State Bank of India
BRN: IK00MPAZC9 BRN Date: 27/02/2018 12:34:25

DEPOSITOR'S DETAILS

Id No. : 19040000307386/7/2018
[Query No./Query Year]
Name : ANIL KUMAR CHOWDHARY
Contact No. : 3322430723 Mobile No. : +91 9831089412
E-mail : chowdharyanil01@gmail.com
Address : 10 OLD POST OFFICE STREET KOLKATA 700001
Applicant Name : Org GREENTECH IT CITY PRIVATE LIMITED
Office Name :
Office Address :
Status of Depositor : Advocate
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 7

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	19040000307386/7/2018	Property Registration- Stamp duty	0030-02-103-003-02	74570
2	19040000307386/7/2018	Property Registration- Registration Fees	0030-03-104-001-18	112

Total

74682

In Words : Rupees Seventy Four Thousand Six Hundred Eighty Two only

BETWEEN

(1) AKASHDEEP INTERTRADE PRIVATE LIMITED (PAN AADCA9088J) a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at 4 B. B. D. Bagh, Stephen House, Room No. 25, 2nd Floor, P.O. G.P.O, Police Station Hare Street, KOLKATA – 700 001, duly represented by its authorized signatory **SRI PRATEEK TULSYAN (PAN ADWPT2235R)** son of Sri Ashok Kumar Tulsyan by faith Hindu, having office at 1/1B, Upper Wood Street, P.S.: Shakespeare Sarani, P.O.: Circus Avenue, Kolkata-700017.

2) CONCRETE MERCANTILES PVT. LTD., (PAN AABCC 0988K) a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at 10, Belvedere Road, Amar Jyoti Apartment, Post Office and Police Station- Alipore, Kolkata-700 027, duly represented by its authorized signatory **SRI RAJ KISHORE MODI (PAN AFAPM6456K)** son of Late Jagannath Modi by faith Hindu, having office at 1/1B, Upper Wood Street, P.S.: Shakespeare Sarani, P.O.: Circus Avenue, Kolkata-700017.

(3) CRYSTAL MERCANTILES PRIVATE LIMITED (PAN AABCC0421H) a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at Space Tower, Block-A, 4th Floor G-8, Rabindra Pally, P.O.Deshbandhu Nagar, Police Station Baguihati, Kolkata 700 059, duly represented by its director **SRI PAWAN KUMAR SHARMA (PAN ALTPS0890C)** son of Late Banwari Lal Sharma by faith Hindu, having office at 1/1B, Upper Wood Street, P.S.: Shakespeare Sarani, P.O.: Circus Avenue, Kolkata-700017.

(4) DEALMARK SALES PVT. LTD. (PAN AACCD3108R) a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at 35/1, Ahir Pukur Road, Post Office - Ballygunge, Police Station - Ballygunge, Kolkata - 700019, duly represented by its authorized signatory **SRI PRATEEK TULSYAN (PAN ADWPT2235R)** son of Sri Ashok Kumar Tulsyan by faith Hindu, having office at 1/1B, Upper Wood Street, P.S.: Shakespeare Sarani, P.O.: Circus Avenue, Kolkata-700017,

(5) EAGEL HOUSING PRIVATE LIMITED (PAN AAACE 5466H), a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at 230A, A.J.C. Bose Road, 10th Floor, Police Station-Bhawanipore, Post Office- Elgin Road, Kolkata-700 020, duly represented by its authorized signatory **SRI PRATEEK TULSYAN (PAN ADWPT2235R)** son of Sri Ashok Kumar Tulsyan by faith Hindu, having office at 1/1B, Upper Wood Street, P.S.: Shakespeare Sarani, P.O.: Circus Avenue, Kolkata-700017.

(6) ESQUIRE COMMERCE PVT. LTD. (PAN AAACE5611L) a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at 1/1B, Upper Wood Street, Post Office-Circus Avenue, Police Station-Shakespeare Sarani, Kolkata-700 017, duly represented by its director **SRI UMAKANT PASWAN (PAN AZMPP6588R)** son of Sri Sahadeo Paswan by faith Hindu, having office at 1/1B, Upper Wood Street, P.S.: Shakespeare Sarani, P.O.: Circus Avenue, Kolkata-700017

7) GAJANAN PROMOTERS PRIVATE LIMITED (PAN AABCG 0411F), a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at Purnamal Behani Road, Police Station-Nischinda (Bally), Post Office- Sapuipara, Howrah- 711227, duly represented by its authorized signatory **SRI PRATEEK TULSYAN (PAN ADWPT2235R)** son of Sri Ashok Kumar Tulsyan by faith Hindu, having office at 1/1B, Upper Wood Street, P.S.: Shakespeare Sarani, P.O.: Circus Avenue, Kolkata-700017.

(8) GREENTECH IT CITY PRIVATE LIMITED (PAN AACCA6348Q) (previously Vedic Diamond IT Links Pvt. Ltd. and Prior thereto Akash Nirman Pvt. Ltd,) a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at 1/1B, Upper Wood Street, P.O. Circus Avenue, Police Station Shakespeare Sarani, Kolkata 700 017, duly represented by its authorized signatory **SRI RAJ KISHORE MODI (PAN AFAPM6456K)** son of Late Jagannath Modi by faith Hindu, having office at 1/1B, Upper Wood Street, P.S.: Shakespeare Sarani, P.O.: Circus Avenue, Kolkata-700017.

(9) **KOKILA TIE UP PRIVATE LIMITED (AADCK2711L)** a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at 4, Lee Road, Ground Floor, Vaibhav Market, Post Office- Elgin Road, Police Station- Bhawanipore, Kolkata-700 020, duly represented by its authorized signatory **SRI RAJ KISHORE MODI (PAN AFAPM6456K)** son of Late Jagannath Modi by faith Hindu, having office at 1/1B, Upper Wood Street, P.S.: Shakespeare Sarani, P.O.: Circus Avenue, Kolkata-700017

(10) **MARAL PROPERTIES PVT. LTD. (PAN AABCM 7065R)** a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at 2, Ho Chi Minh Sarani, Flat No. 3C, 3rd Floor, Saket Building, Post Office- Middleton Row, Police Station- Shakespeare Sarani, Kolkata-700 071, duly represented by its authorized signatory **SRI PRATEEK TULSYAN (PAN ADWPT2235R)** son of Sri Ashok Kumar Tulsyan by faith Hindu, having office at 1/1B, Upper Wood Street, P.S.: Shakespeare Sarani, P.O.: Circus Avenue, Kolkata-700017.

(11) **NIPPON AGENCIES PVT. LTD. (PAN AAACN9117A)** a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at 103, Niharika, 17/1C, Alipore Road, Post Office and Police Station- Alipore, Kolkata-700 027, duly represented by its authorized signatory **SRI RAJ KISHORE MODI (PAN AFAPM6456K)** son of Late Jagannath Modi by faith Hindu, having office at 1/1B, Upper Wood Street, P.S.: Shakespeare Sarani, P.O.: Circus Avenue, Kolkata-700017.

(12) **PRIYADARSHNI HOUSING PVT. LTD. (PAN AABCP 5028K)** a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at 25, Park Lane, P.O. & P.S. Park Street, Kolkata-700016, duly represented by its authorized signatory **SRI PRATEEK TULSYAN (PAN ADWPT2235R)** son of Sri Ashok Kumar Tulsyan by faith Hindu, having office at 1/1B, Upper Wood Street, P.S.: Shakespeare Sarani, P.O.: Circus Avenue, Kolkata-700017.

(13) STERLING TOWERS PVT. LTD. (PAN AADC57992P) a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at Swastic Centre, P-8, Chowringhee Square, 4th Floor, P.O. Esplanade, P.S. Hare Street, Kolkata-700069, duly represented by its authorized signatory **SRI PRATEEK TULSYAN (PAN ADWPT2235R)** son of Sri Ashok Kumar Tulsyan by faith Hindu, having office at 1/1B, Upper Wood Street, P.S.: Shakespeare Sarani, P.O.: Circus Avenue, Kolkata-700017..

(14) VIDRIK REALTY PRIVATE LIMITED (PAN AADCV8958Q) a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at Swastic Centre, P-8, Chowringhee Square, 4th Floor, P.O. Esplanade, P.S. Hare Street, Kolkata-700069, duly represented by its authorized signatory **SRI PRATEEK TULSYAN (PAN ADWPT2235R)** son of Sri Ashok Kumar Tulsyan by faith Hindu, having office at 1/1B, Upper Wood Street, P.S.: Shakespeare Sarani, P.O.: Circus Avenue, Kolkata-700017.

(15) XCLUSIVE COMMERCE PVT. LTD. (PAN AAACX 0108M) a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at 1/1B, Upper Wood Street, Post Office- Circus Avenue, Police Station- Shakespeare Sarani , Kolkata 700 017, duly represented by its director **SRI JOYDEEP MUKHERJEE (PAN AKGPM1336D)** son of Sri J. C. Mukherjee by faith Hindu, having office at 1/1B, Upper Wood Street, P.S.: Shakespeare Sarani, P.O.: Circus Avenue, Kolkata-700017.

(16) SHALINI FARMS PRIVATE LIMITED, (PAN AAEC5637A) a Company duly registered and incorporated under the provisions of the Companies Act, 1956 and having its registered office at 1/1B, Upper Wood Street, Post Office-Circus Avenue, Police Station-Shakespeare Sarani, Kolkata 700 017, duly represented by its director **SRI SONU KUMAR SHARMA (PAN BNBPS2375F)** son of Sri Hari Kishan Sharma by faith Hindu, having office at 1/1B, Upper Wood Street, P.S.: Shakespeare Sarani, P.O.: Circus Avenue, Kolkata-700017.

(17) CYBERWOOD MERCHANDISE PVT. LTD. (PAN NO AABCC0419K) a Company duly registered and incorporated under the provisions of the Companies

Act, 1956 having its registered office at 24, Madan Mohan Talla Street, Hatkhola, P.S. Jorabagan, Kolkata-700005, duly represented by its director **SRI UMAKANT PASWAN (PAN AZMPP6588R)** son of Sri Sahadeo Paswan by faith Hindu, having office at 1/1B, Upper Wood Street, P.S.: Shakespeare Sarani, P.O.: Circus Avenue, Kolkata-700017.

(18) **PRABIR BISWAS (PAN ALQPB6286N)**, son of Rabin Biswas, by faith-Hindu, by occupation-Business, by Nationality- Indian, residing at West Para, Chandpur, Post Office-Shikharpur, Police Station-Rajarhat, Pin-700135, duly represented by its constituted attorney **SRI PAWAN KUMAR SHARMA (PAN ALTPS0890C)** son of Late Banwari Lal Sharma by faith Hindu, having office at 1/1B, Upper Wood Street, P.S.: Shakespeare Sarani, P.O.: Circus Avenue, Kolkata-700017.

(19) **DIPANKAR BISWAS (PAN AKXPB3818H)**, son of Sadhan Chandra Biswas, by faith-Hindu, by occupation-Business, by Nationality- Indian, residing at Village Bajetaraf, Post Office-Shikharpur, Police Station-Rajarhat, Pin-700135 duly represented by its constituted attorney **SRI PAWAN KUMAR SHARMA (PAN ALTPS0890C)** son of Late Banwari Lal Sharma by faith Hindu, having office at 1/1B, Upper Wood Street, P.S.: Shakespeare Sarani, P.O.: Circus Avenue, Kolkata-700017.

(20) **DIBAKAR BISWAS (PAN AJJPB6190N)**, son of Sadhan Chandra Biswas, by faith-Hindu, by occupation-Business, by Nationality- Indian, residing at Village Bajetaraf, Post Office-Shikharpur, Police Station-Rajarhat, Pin-700135 duly represented by its constituted attorney **SRI PAWAN KUMAR SHARMA (PAN ALTPS0890C)** son of Late Banwari Lal Sharma by faith Hindu, having office at 1/1B, Upper Wood Street, P.S.: Shakespeare Sarani, P.O.: Circus Avenue, Kolkata-700017.

(21) **GOBARDHAN NASKAR (PAN AHKPN4864C)**, son of Late Ananta Kumar Naskar, by faith-Hindu, by occupation-Business, by Nationality- Indian, residing at Village Bajetaraf, Post Office-Shikharpur, Police Station-Rajarhat, Pin-700135 duly represented by its constituted attorney **SRI PAWAN KUMAR SHARMA (PAN**

ALTPS0890C) son of Late Banwari Lal Sharma by faith Hindu, having office at 1/1B, Upper Wood Street, P.S.: Shakespeare Sarani, P.O.: Circus Avenue, Kolkata-700017.

(22) **SATISH CHANDRA NASKAR** (PAN AIDPN4595R), son of Late Pran Krishna Naskar, by faith-Hindu, by occupation-Business, by Nationality- Indian, residing at Village Bajetaraf, Post Office-Shikharpur, Police Station-Rajarhat, Pin-700135 duly represented by its constituted attorney **SRI PAWAN KUMAR SHARMA (PAN ALTPS0890C)** son of Late Banwari Lal Sharma by faith Hindu, having office at 1/1B, Upper Wood Street, P.S.: Shakespeare Sarani, P.O.: Circus Avenue, Kolkata-700017.

(23) **ALOKA BISWAS** (PAN BVOPB6004R), wife of Sadhan Chandra Biswas, by faith-Hindu, by occupation-Business, by Nationality- Indian, residing at Village Bajetaraf, Post Office-Shikharpur, Police Station-Rajarhat, Pin-700135 duly represented by its constituted attorney **SRI SONU KUMAR SHARMA (PAN BNBPS2375F)** son of Sri Hari Kishan Sharma by faith Hindu, having office at 1/1B, Upper Wood Street, P.S.: Shakespeare Sarani, P.O.: Circus Avenue, Kolkata-700017, herein after referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include (as the case may be) their respective successor or successors-in-office and/or assigns and /or their legal heirs and representatives, administrators, executors and assign/s) of the **FIRST PART**.

AND

GREENTECH IT CITY PRIVATE LIMITED (PANAACCA6348Q) a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at 1/1B, Upper Wood Street, PO Circus Avenue, PS Shakespeare Sarani, Kolkata 700 017, duly represented by its Director Mr. Raj Kishore Modi (PAN AFAPM6456K) son of Late Jagannath Modi and **Mr. Uday Modi (PAN AIVPM9984G)** son of Mr. Raj Kishore Modi having office at 1/1B, Upper Wood Street, Post Office-Circus Avenue, Police Station-Shakespeare Sarani, Kolkata-700 017, hereinafter called and referred to as "**DEVELOPER**"(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean

and include its successor or successors in office and/or assigns) , of the **SECOND PART**

WHEREAS:

- A.** The Developer is in the process of Developing in a phased manner a Project Namely "**SMART HOME PHASE I**" over apiece and parcel of land measuring **ALL THAT** Piece and Parcel of Land comprised in the **FIRST SCHEDULE** being land measuring **512.22 Decimals** (more or less) spread over Dag Numbers **91, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 113, 226, 232, 233, 234, 232/1233, 233/1234, 233/1245,** under various Khatian Numbers as mentioned in the second Schedule within Mouza Bajetaraf, Chandpur Gram Panchayet, JL No 50 Police Station Rajarhat, Dist North 24 Parganas) within Mouza Bajetaraf, Chandpur Gram Panchayet, JL No 50 Police Station Rajarhat, Dist North 24 Parganas.
- B. SMART HOME PHASE I** is a part of Greentech City being developed by the developer herein
- C.** The **OWNERS** herein is seized and possessed either as owners and /or beneficial owners of or otherwise well and sufficiently entitled to **ALL THAT** Piece and Parcel of Land at Mouza Bajetaraf, comprised in various Dag Nos and lying and situate within the jurisdiction of Police Station Rajarhat Dist. North 24 Parganas within the ambit of Chandpur Gram Panchayet as described in the **FIRST SCHEDULE** the Details whereof are set forth in the second schedule.
- D. The OWNERS** herein are desirous of and for the purpose have approached Developer for including their respective lands as described in the First Schedule within the scheme of the project and the Developer has accepted the Proposal and agreed to raise, construct, erect, promote, build and develop in the form of housing/commercial and/or housing-cum-commercial complex, as part of a composite scheme consisting of Units, Flats, Villas, Car Parking Space Multi-storied building/s, Housing/Commercial and/or Housing-cum-Commercial complex on the said Land described in the **FIRST SCHEDULE** as collectively referred to

SECOND SCHEDULE and/or together with other land in the vicinity and/or enter into suitable arrangements in respect thereof with the Owners thereof.

- E.** The land described in the First Schedule shall comprise the Project **SMART HOME PHASE I** and /or its various phases. (Hereinafter referred to as the "**SAID PROJECT**").
- F.** The **OWNERS** and **THE DEVELOPER** have agreed on the terms and conditions to govern them in matters relating to the Project and **OWNERS** and put the said land at the disposal of **DEVELOPER** for the benefit of **OWNERS** and the **DEVELOPER** and commercial exploitation thereof and on the terms and conditions hereinafter appearing.
- G.** The consideration/s payable as well as benefit to enure to the respective parties have been mutually agreed upon and the allocation receivable by **OWNERS** and **DEVELOPER** has been decided and finalised.
- H.** The Allocation of **DEVELOPER** shall stand vested in favour of **DEVELOPER** to enable **DEVELOPER** to sell, alienate, transfer, and deliver the saleable spaces unto and in favour of the ultimate and /or eventual purchaser and/or user of space in the said project to be constructed, developed and sold by **DEVELOPER**.
- I.** The Allocation of **OWNERS** shall stand vested in favour of **OWNERS** to enable **OWNERS** to sell, alienate, transfer, and deliver the saleable spaces unto and in favour of the ultimate and /or eventual purchaser and/or user of space in the said project to be constructed, developed and sold by **DEVELOPER**.
- J.** In order to reduce in writing the terms, conditions, enumerations, provisions, covenants and others agreed between the parties for construction erection and selling, alienating, transferring, demising, providing and delivering the saleable space consisting of Units, Flats, Villas, Car Parking Space Multi-storied building/s, Housing/Commercial and/or Housing-cum-Commercial complex, by the **DEVELOPER** to the intending purchaser/s and/or buyer/s and others as under, **OWNERS** herein and **DEVELOPER** herein are entering these presents amongst themselves.

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

ARTICLE -A
DEFINITIONS.

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

OWNERS shall mean (1) **AKASHDEEP INTERTRADE PRIVATE LIMITED** 2) **CONCRETE MERCANTILES PVT. LTD.**, (3) **CRYSTAL MERCANTILES PRIVATE LIMITED** (4) **DEALMARK SALES PVT. LTD.** (5) **EAGEL HOUSING PRIVATE LIMITED** (6) **ESQUIRE COMMERCE PVT. LTD.** 7) **GAJANAN PROMOTERS PRIVATE LIMITED** (8) **GREENTECH IT CITY PRIVATE LIMITED** (9) **KOKILA TIE UP PRIVATE LIMITED** (10) **MARAL PROPERTIES PVT. LTD.** (11) **NIPPON AGENCIES PVT. LTD.** (12) **PRIYADARSHNI HOUSING PVT. LTD.** (13) **STERLING TOWERS PVT. LTD.** (14) **VIDRIK REALTY PRIVATE LIMITED** (15) **XCLUSIVE COMMERCE PVT. LTD.** (16) **SHALINI FARMS PRIVATE LIMITED.**, (17) **CYBERWOOD MERCHANDISE PVT. LTD.** (18) **PRABIR BISWAS** (19) **DIPANKAR BISWAS** (20) **DIBAKAR BISWAS** (21) **GOBARDHAN NASKAR** (22) **SATISH CHANDRA NASKAR** (23) **ALOKA BISWAS** having their respective registered office at the places abovementioned and shall include their successors and successors in interest,

A) DEVELOPER shall mean **GREENTECH IT CITY PRIVATE LIMITED** a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at the premises no1/1B, Upper Wood Street, Kolkata 700 017 and shall include its successors and successors in interest.

B) INTENDING PURCHASER/S shall mean the intending Purchaser intending to procure for valuable consideration payable to the **DEVELOPER** for any Units, Flats, Villas, Car Parking Space Multi-storied building/s, Housing/Commercial and/or Housing-cum-Commercial complex.

- C) TITLE DEED** shall mean the various documents evidencing title and other documents concerning the titles and/or as are held by the Title Holders whose names appear in the First Schedule described hereunder.
- D) PREMISES** shall mean **ALL THAT** Piece and Parcel of Land at Mouza Bajetaraf, comprised in various Dag Nos and lying and situate within the Jurisdiction of Police Station Rajarhat Dist North 24 Parganas within the ambit of Chandpur Gram Panchayet, more fully and particularly mentioned, described, explained, enumerated, provided and given respectively in the PART I, PART II of the **FIRST SCHEDULE**.
- E) SAID PROJECT/ COMPLEX BUILDINGS** shall mean **"SMART HOME PHASE I" AND/OR ITS VARIOUS PHASES** and include the proposed building or buildings forming parts of the consisting of Units, Flats, Villas, Car Parking Space Multi-storied building/s, Housing/Commercial and/or Housing-cum-Commercial complex, as part of a composite scheme to be constructed erected and completed by **DEVELOPER** herein along with and/or separately with **OWNERS** of adjoining lands and in accordance with the map or plan to be sanctioned by the authorities concerned on the said premises or modification/s thereof.
- F) ADVOCATE** shall mean A the Advocate of the Parties herein as appointed by the developer herein to act on their behalf for the entire project.
- G) COMMON FACILITIES AND AMENITIES** shall mean and include all areas and utilities in the said Project which has not been specifically allotted or sold and shall be common for all the purchasers who shall ultimately acquire Units, Flats, Villas, Car Parking Space Multi-storied building/s, Housing/Commercial and/or Housing-cum-Commercial complex Space holders, and all its expenses including those in maintenance, operation, repairing, renovating, painting, rebuilding, reconstructing, decorating, replacing and administration shall be borne by **OWNERS** of each individual Units, Flats, Villas, Car Parking Space Multi-storied building/s, Housing/Commercial and/or Housing-cum-Commercial complex Space holders, in the complex proportionately.

- H) SALEABLE SPACE** shall mean all the constructed and/or open space of the entire area which can fetch revenue and rights in size, location advantage and market value of the said Project and/or Building/s forming parts of the said premises available in such part or size or dimension for independent use and occupation and will include the undivided impartible proportionate share in all common parts, portions, lands areas and facilities after making due provisions for the space required for common facilities and amenities.
- I) OWNERS ALLOCATION** shall mean the collective revenue attributable to 10 (Ten) % of the saleable space constructed at or upon their respective land together with the undivided proportionate share in the land of the **FIRST SCHEDULE** hereunder written and/or given.
- J) DEVELOPERS ALLOCATION** shall mean revenue and/or space attributable to 90 (Ninety) % of the saleable space constructed at or upon the **SECOND SCHEDULE** property together with the undivided proportionate share in the land therein
- K) ARCHITECT** shall mean Rajeev Agarwal or the person or persons who may be appointed by **DEVELOPER** for designing and planning of the said Project.
- L) PLAN:** Shall mean the sanctioned and/or approved of the building/s sanctioned by the concerned authorities and shall also mean and include the design, layout, concept plan for the said project and shall include variations/modifications, alterations therein that may be made by **DEVELOPER** herein as well as all revisions, renewals and extensions thereof, if any.
- M) PROJECT** shall mean the Project Named "**SMART HOME PHASE I**" undertaken by **DEVELOPER** herein on the said premises to be constructed erected and comprising of Units, Flats, Villas, Car Parking Space Multi-storied building/s, Housing/Commercial and/or Housing-cum-Commercial complex, as part of a composite scheme enjoyed independently of each other.
- N) SPECIFICATION** shall mean the specifications required for the purpose of construction, erection, promotion, building and development of the said multi-

storied building/s being the parts and parcels of the residential/commercial and/or residential-cum-commercial project as may be divided by the Architect as more fully and particularly mentioned, described, explained, enumerated, provided and given in the **THIRD SCHEDULE** hereunder written and/or given.

- O) TRANSFER** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in the said Units, Flats, Villas, Car Parking Space Multi-storied building/s, Housing/Commercial and/or Housing-cum-Commercial complex as part of a composite scheme integrated complexes to the intending purchaser/s/buyer/s/lessee/s tenant/s.
- P) INTENDING PURCHASER** shall mean a person, firm, limited company, association of persons to whom any space in the said project shall be transferred, alienated, granted, demised, devised, provided and given.
- Q)** Words importing singular shall include plural and vice versa.
- R)** Words importing masculine gender shall include Feminine and Neuter genders like wise words imparting feminine gender shall include masculine and neuter genders and similarly words imparting Neuter Gender shall include masculine and feminine genders.

ARTICLE-B **(TENURE)**

1. Unless terminated by mutual consent this agreement shall remain in full force and effect until such time the said project is completed and all the area's sold and possession delivered.

ARTICLE-C **OWNERS' RIGHT AND REPRESENTATION**

3.1 At or before entering into these presents **OWNERS** herein has assured and represented to **DEVELOPER** herein as follows:

- i) That **OWNERS** herein are the sole and absolute beneficiary having a clear and marketable title of the entirety of the said premises more fully and particularly

mentioned, described, explained, enumerated, provided and given at and under the First Schedule hereunder written and/or given.

ii) That the said premises more fully and particularly mentioned, described, explained, enumerated, provided and given at and under the First Schedule hereunder written and/or given is free from all sorts of encumbrances, charges, liens, lispensens, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference.

iii) That **OWNERS** herein are in uninterrupted and peaceful possession of the said premises without any interruption or disturbance and/or claim from any person and/or interested persons in respect of any part or portion of the said premises.

iv) That **OWNERS** herein have not entered into and /or shall not enter into any Agreement for Sale, Memorandum of Understanding, Transfer and/or Lease and/or Development Agreement and/or Mortgage nor have created any interest of a third party into or upon the said premises or any part or portion thereof in violation of the terms herein contained.

v) That all municipal rates, taxes, khajna and other outgoings payable in respect of the said premises up to the date of handing over of the possession of the First Schedule property hereunder written and/or given by **OWNERS** herein to **DEVELOPER** herein as per the terms of these presents have been paid and/or shall be paid by **OWNERS** herein and **OWNERS** herein have agreed to keep **DEVELOPER** herein, its successor and/or successors-in-interests and assigns saved harmless and fully indemnified from all costs, charges, claims, actions, suits and proceedings thereof till the date of the said possession.

vi) Upon handing over the possession of the first schedule land for construction, development and promotion all liabilities regarding the Panchayet/municipality tax, khajna or otherwise as may be applicable, statutory or non-statutory shall be born exclusively by **DEVELOPER** herein.

vii) After handing over the possession to **DEVELOPER** the liability regarding Panchayet/municipality tax, rent, khajna, statutory or non-statutory shall be that of **DEVELOPER** s or its nominee or nominees or the ultimate transferee.

viii) That there is no suit or legal proceeding pending before any of the Courts nor there is any threat of any legal proceedings being initiated against **OWNERS** in respect of the entirety of the said premises on any account whatsoever or howsoever.

ix) No acquisition or requisition proceeding/s is/are pending in respect of the said premises nor **OWNERS** herein have received any such notice or have any knowledge in this regard.

x) **OWNERS** being desirous of having theirsaid plot of land to be put in and used in the said project on the terms, conditions and proposals of **DEVELOPER** , has agreed to join **DEVELOPER** and put his said plot of land at the disposal of **DEVELOPER** for commercial exploitation thereof.

xi) **DEVELOPER** shall be entitled to negotiate with the intending purchaser of the proposed saleable space on the said land and/or in the said project and for the said purpose to develop all such various plots of land of the separate **OWNERS** and to amalgamate and/or sub divide such plots of land for the sake of convenience and for bringing up most suitable and commercially viable project thereon.

xii) **OWNERS** has also agreed that **DEVELOPER** shall be entitled to invite and add further area of adjacent land if it be found suitable and convenient by joining in to the said project further adjoining plots of land the owners and /or occupiers and /or beneficiaries may desire to join the said project on similar and /or diverse terms and conditions.

xiii) **OWNERS** has thus and therefore agreed to put in theirsaid plots of land for the purpose of Development and sale to the intending purchasers at the said project wherein **DEVELOPER** shall construct or cause to construct Flats Etc by entering into suitable agreements/ arrangements with the intending purchaser(s).

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

ARTICLE-D:
DEVELOPER 'S REPRESENTATION/S

4.1 At or before the execution of these presents the original and copy of all the title deeds, documents and papers concerning the First Schedule property hereunder written and/or given has been inspected by **DEVELOPER** herein and relying on the same and on the good faith thereof **DEVELOPER** herein is fully satisfied and confirmed about the right, and interest of **OWNERS** in the First Schedule lands.

4.2 **DEVELOPER** herein has assured **OWNERS** herein that **DEVELOPER** herein has adequate funds to be invested sufficiently at and under the subject project and having enough man power, technical team, technical expertise and others in order to complete and finish the subject project within the time limit as provided hereunder.

4.3 The Developer shall be entitled to the rights and entitlements as recorded in this Development Agreement and all terms and conditions in this agreement shall prevail and supercede all other previous understandings..

ARTICLE-E
DEVELOPER 'S RIGHT/S

5.1. In pursuance of the mutual obligations and also subject to the various terms and conditions herein contained and on the part of **DEVELOPER** herein to be paid performed and observed **OWNERS** herein have agreed to grant the

exclusive right of development for commercial exploitation in respect of the said premises unto and in favour of **DEVELOPER** to undertake development of the said premises whereby **DEVELOPER** shall be entitled to undertake the said project.

5.3. **OWNERS** acknowledge/s at or before entering these presents that **DEVELOPER** herein has made known to **OWNERS** that **DEVELOPER** shall be entitled to acquire and /or enter into arrangement in respect of any other piece or parcel of land adjoining or contiguous to the first schedule land (hereinafter referred to and called as the additional area) and shall be entitled to provide/integrate/connect all the facilities and/or utilities existent in the first schedule land and /or the said additional area and /or the project to any new building and/or buildings which may be constructed and/or promoted on the said additional area including any access and/or for the purpose of ingress in and egress from and/or through the common parts and portions of the said in the first schedule land and /or the said additional area and /or the project to the new building and/or buildings which may be constructed and/or built and/or promoted on the in the first schedule land and /or the said additional area and /or the project including drainage, sewerage, transformer, generator, cable ducts, water lines and such other facilities and/or amenities and/or utilizes which are to be provided in the said complex and/or the project as a whole.

ARTICLE - F
PLAN/PERMISSION/S

6.1. The **DEVELOPER** raise all constructions in accordance with the sanctioned plans and /or modifications thereof and/or by integration and /or amalgamation of the adjoining plots of land. **OWNERS** and **DEVELOPER** mutually agree that the plan may be modified or revised or new map of plan may be submitted for sanction before the concerned authorities. In case if the sanction plan is required to be modified, revised or fresh plan required to be obtained specifically for any purpose then in such an event the sanction fee/s, fine and penalty payable shall be paid exclusively by **DEVELOPER** herein.

6.2 **DEVELOPER** is authorized by **OWNERS** herein to obtain the said modifications but all the cost charges and expenses including miscellaneous expenses, fees, sanction fees, penalty, architect fees etc. and related cost will be borne by **DEVELOPER** herein exclusively and it is further clarified that the cost of construction is to be entirely to be borne by **DEVELOPER** herein.

6.3. **DEVELOPER** herein will take all steps to obtain all permissions approvals and/or sanctions as may be necessary and/or required for sanction of building plan and construction work thereon as may be required by **DEVELOPER** from time to time and **OWNERS** hereby agree and undertake to sign all papers and/or documents as may be necessary and/or required.

6.4. **DEVELOPER** is permitted to submit the building plan with the concerned authorities as per the date and schedule as may be desired and deemed fit by **DEVELOPER** .

ARTICLE -G:

SPACE ALLOCATION & CONSIDERATION

7.1. **DEVELOPER** herein shall start the work of the said project by commencing construction, erection, promotion, building and development of the said project comprising of Units, Flats, Villas, Car Parking Space Multi-storied building/s, Housing/Commercial and/or Housing-cum-Commercial complex, as part of a composite scheme integrated complexes at and upon the First Schedule property and /or any adjacent property and /or premises thereto hereunder written. .

7.2 **OWNERS** and **DEVELOPER** have mutually agreed to the mode, and/or mechanism and/or consideration as manner in which the saleable space shall be dealt with and /or disposed/ and /or sold transferred or conveyed in favour of **DEVELOPER** and /or its nominee/nominees.

7.4 That Notwithstanding anything stated to the contrary elsewhere in this agreement it is expressly agreed by and between the parties that **OWNERS** herein has granted the right of First refusal to **DEVELOPER** and all individual owners have already accepted the allocation and in receipt of their respective

allocations from the Developer and all other remaining owners agreed to accept the fair market value of the Saleable Space forming the part of **OWNERS'S** Allocation and upon the project being completed **OWNERS** shall release unto and in favour of **DEVELOPER OWNERS** s allocation upon **DEVELOPER** paying to **OWNERS** the value of the saleable space forming **OWNERS** s 10 % allocation.

7.5.OWNERS herein undertakes to suitably and appropriately authorize **DEVELOPER** with such further power and/or powers as may be required and in such form and manner as is reasonably required. However the exercise of the powers shall be in a manner so as not to fasten or create any financial liability upon **OWNERS** or affect the right, or interest of **OWNERS** in the said project in the said premises more fully and particularly mentioned, described, explained, enumerated, provided and given at and under the First Schedule hereunder written and/or given.

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

DEVELOPER herein shall be entitled to sell, transfer, demise, devise, grant, create mortgage in respect of the Project land by equitable mortgage or registered mortgage in respect of the project land and provide the sale space by acting on basis of the Power-of-Attorney/shereby granted by these presents. It is hereby agreed that **DEVELOPER** herein shall part with possession of such spaces and or such Units, Flats, Villas, Car Parking Space Multi-storied building/s,

Housing/Commercial and/or Housing-cum-Commercial complex at or upon the first schedule premises in the manner and terms and conditions as mentioned, described, explained, enumerated, provided and given in hereunder written and/or given to the intending purchasers and also deliver possession of thereof to the intending purchasers.

ARTICLE H:
POWER OF ATTORNEY.

In furtherance of the terms of this Agreement and to give effect to the terms of this agreement and in furtherance of the intentions and provisions as contained in this agreement OWNERS hereby nominates, appoints, and constitutes the DEVELOPER hereby being represented by Directors **Mr. Raj Kishore Modi and Mr. Uday Modi** as their attorney and hereby empowers, grant the **DEVELOPER** the rights and authorities to act and to do and to execute jointly and/or severally all or any of the following acts, deeds and things, that is to say

1. To sale, alienate, transfer, convey, grant, give, dispose of properties described in the First Schedule hereunder written and /or the constructed/saleable spaces thereupon and/or given and to manage, control, supervise, use, possess and occupy the First Schedule property in the manner as the said attorney shall think fit and proper.

2. To negotiate with any of the prospective buyer/buyers and/or the party and/or parties in order to sale, dispose, alienate, transfer and conveyance of the First Schedule and /or the constructed/saleable spaces thereupon hereunder written and/or given in the manner as the said attorney shall think fit and proper.

3. To construct, promote, erect, develop and built multi-storied building/s at and upon the first schedule premises hereunder written and/or given.

4. To demolish the structure/s lying erected at and upon the First Schedule property for the said construction, promotion, erection, development and building at and upon the First Schedule hereunder written and/or given.

5. To apply for quota and to obtain the same relating to cement, bricks, building materials etc. from any person whomsoever for the said intents and purposes.

6. To take all the permissions, approvals, sanctions etc. from any person whatsoever with regard to the same in all the manner whatsoever and put our signature/s for the same for all times to come pertaining to the First Schedule hereunder written and/or given hereunder.

7. To appear before and present for registration before any registration Office having jurisdiction and/or the registrar, sub registrar, registrar of assurance all each and every deed and agreement for sale, assignment, underwriting agreement, deed, conveyance document, instrument, mortgage, (equitable or registered) assignment of the Schedule Property and/or the constructed spaces thereupon and paper whatsoever expedient and necessary in connection with the sale, disposal, alienation, transfer, conveyance mortgage, (equitable or registered) assignment of the Schedule Property and/or for usage of the First Schedule hereunder written and /or constructions and /or saleable spaces constructed thereupon in the manner as the said attorney shall think fit and proper on our behalf as if we are personally present.

8. To do, execute and perform any other act or acts, deed or deeds, matters or things whatsoever which in the opinion of the attorney ought to be done, executed and performed in relation to the said First Schedule property as fully and effectually so as to achieve the ends of these presents as the said attorney, shall think fit and to determine their powers and duties so as to effectuate the intention of these presents.

9. To carry out all or any of the powers, authorities and liberties hereunder vested as the Attorney/s shall from time to time desire in that behalf either through themselves or through the substitutes of their choice.

10. To represent us and to appear before any Court of Law, any or all Judicial, Legislative, Executive authority and/or authorities, Public and/or Private authority

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

11. To appoint, engage and discharge any Pleader, Solicitor, Advocate, Wakil and/or Attorney/Attorneys in connection with the better management, preservation, security, control, supervision, use, occupation and enjoyment of the First Schedule hereunder written and/or given on our behalf as effectually as it could be done if the Grantors are represented physically.

12. To obtain necessary permission approvals and sanctions from different authorities in connection with the construction of the said projects and also for pursuing and following up the matter with the local Panchayet,

13. To sue, defend, prosecute and litigate with whomsoever concerned in connection with the better management, preservation, security, control, supervision, use, occupation and enjoyment of the First Schedule hereunder written and/or given on our behalf as it could be done on personal representation.

14. To sign, verify, draw, draft and prepare any type of application, paper, document, letter, draft and statement whatsoever and to issue and use the same in connection with the better management, preservation, security, control, supervision, use, occupation and enjoyment of the First Schedule hereunder written and/or given on our behalf as effectually as it could be done personally.

15. The Attorneys name herein shall be authorized to act jointly and/or severally without any further permission being required.

16. And generally to do, execute and perform any other act or acts, deed or deeds, matters or things whatsoever which in the opinion of the said attorneys ought to be done, executed and performed in relation to the First Schedule hereunder written and/or given as fully and effectually.

ARTICLE-I:
COMMENCEMENT OF WORK

9.1. **OWNERS** have already put the **DEVELOPER** in possession of the first schedule property and **DEVELOPER** shall start the work of the said construction, erection, promotion, building and development of the said multi-storied building/s at and upon the First Schedule property hereunder written and/or given

9.2. That **DEVELOPER** herein shall be entitled to transfer or otherwise deal with the saleable space as mentioned hereinbefore in the said project and accordingly **DEVELOPER** herein are entitled to enter into agreement/s for sale and/or transfer of any manner in respect of the saleable space with different purchaser/s/buyer/s/nominee/s and further shall be entitled to receive all advances and full consideration for the said area forming part of saleable space.

9.3. That **DEVELOPER** herein shall be entitled to transfer and/or assign area forming part of saleable space to any third party in phased manner and on such terms and conditions as **DEVELOPER** may deem fit and proper on or before the completion of the building and **DEVELOPER** is entitled to enter into agreement/s for sale and/or transfer in respect of said area forming part of saleable space with different purchaser/s/buyer/s/nominee/s and further shall be entitled to receive all advances and full consideration from the said area forming part of saleable space independently without making **OWNERS** herein a party thereof.

9.4. That in so far as necessary the dealings namely, submission, sanction, revision, modification of plan for the subject construction, sell, alienation, transfer, demise, devise and grant of the saleable space obtaining electricity connection, water, drainage, sewerage connections and other such facilities and utilities and others by **DEVELOPER** herein in respect of the said project shall be in the name of **OWNERS** herein for which purposes **OWNERS** herein undertake to give **DEVELOPER** such and further Power-of-Attorney/s in such form and manner as is reasonably required.

ARTICLE-J:
OBLIGATION

DEVELOPER SHALL:

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

ix) **DEVELOPER** shall be entitled to cause construction, promotion of the project in phases and **OWNERS** consents to the same save and except if any legal complication may arise in connection with the land and title, the time of the project shall extend accordingly.

OWNERS SHALL

- i) Co-operate with **DEVELOPER** in all respect for development of the said premises in term of these presents.
- ii) To execute all deeds documents and instruments as may be necessary and/or required from time to time.
- iii) For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds documents and instruments as may be necessary and/or required to enable **DEVELOPER** undertake construction of the project and/or Buildings in accordance with the said plan.
- iv) To execute further Power of Attorney/s in favour of **DEVELOPER** or its nominee and/or nominees as may be required to give effect to this agreement.
- v) To execute the Deed of Conveyance/Lease (through its attorney) in respect of the various constructed portion unto and in favour of the intending purchaser acquiring Units, Flats, Villas, Car Parking Space Multi-storied building/s, Housing/Commercial and/or Housing-cum-Commercial complex.
- vi) In view to avoid any future complication **OWNERS** herein undertake that they will not cancel these presents as well as the General Power-of-Attorney/s granted by them subject to the fact that **DEVELOPER** herein shall perform these presents to the satisfaction of all the terms and conditions hereof.

ARTICLE K:

INDEMNITY:

- i) That the **DEVELOPER** and **OWNERS** herein hereby undertakes to keep each other indemnified against all actions, suits, costs and proceedings and claims that the other party may suffer due to the act or omission of either of the party and arising out of the terms and conditions herein actions with regard to the

development of the said premises and/or in the matter of construction of the said building and/or for any defect herein.

ARTICLE-L:
COMPLETION

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

ARTICLE-M:
SALES AND MARKETING

15.1. The **DEVELOPER** herein shall sell and market in the form of housing/commercial and/or housing-cum-commercial complex, as part of a composite and/or integrated complexes.

15.2 In accordance with the necessities and requirements as may be fit, proper and expedient **DEVELOPER** and **OWNERS** shall decide on the various marketing strategies and fixation of sale consideration and the matters relating to and shall jointly be liable for all brokerage and marketing expenses.

15.3 **DEVELOPER** herein shall realize the consideration from each and every Units, Flats, Villas, Car Parking Space Multi-storied building/s, Housing/Commercial and/or Housing-cum-Commercial complex pertaining to each other's allocation in the manner as agreed herein or in any manner that the parties may decide in the future considering the necessities. The **DEVELOPER** shall be under an obligation to hand over the possession of the Owners allocation to the Owners or consideration lie thereof

15.4.DEVELOPER herein is authorized to and shall be realizing for each Units, Flats, Villas, Car Parking Space Multi-storied building/s, Housing/Commercial and/or Housing-cum-Commercial complex the costs towards transformer and electric connections, H.T. and L.T. lines, deposits for electric meter, costs for stand by generator, capital cost for equipment and development, maintenance deposits and documentation charges and Panchayet/municipal rates and taxes, however, the same shall not be treated as a part and parcel of the consideration of saleable space.

15.6. OWNERS and **DEVELOPER** jointly and/or severally is entitled to create charge/mortgage in respect of the constructed spaces /saleable First Schedule property hereunder written and/or given in any manner whatsoever as **DEVELOPER** deem fit and proper. Similarly any intending purchaser/s and/or buyer/s and/or transferee/s herein create a charge or mortgage in respect of the Units, Flats, Villas, Car Parking Space Multi-storied building/s, Housing/Commercial and/or Housing-cum-Commercial complex intended for purchase, own, acquire, seize and possess simultaneously with the said complete purchase, transfer, owning, acquiring, seizing and possessing and/or having an agreement thereof only to any Bank, Financial Institution or Private Financers to obtain loan and both such cases **OWNERS** has authorized **DEVELOPER** to sign such papers as may be required by the Bank or Financial Institution or Private Financers. However it is made clear that the Land Owners named in the First Schedule and /or **OWNERS** under no circumstances will be liable to pay such loans or any portion thereof.

15.3. And It Is Hereby Expressly Agreed By And Between the Parties hereto that **DEVELOPER** herein and **OWNERS** herein shall be entitled to enter into Agreement/s for Sale, Transfer and/or Lease in respect of the entire saleable spaces in their own name and it will not be obligatory for **DEVELOPER** and/or **OWNERS** to be Confirming Party and if any event by this agreement both Developer and **OWNERS** herein consent to each other.

ARTICLE-N
DEFAULT AND REMEDIES

16.1 **OWNERS** shall not under any circumstances and/or for any reason, directly or indirectly, withdraw, rescind this agreement and/or make or cause any obstruction, interruption, hindrance impediment, interference or objection in any manner relating to or concerning the construction or completion of the project and /or any part thereof and/or the Transfer sale of disposal of any Units, Flats, Villas, Car Parking Space Multi-storied building/s, Housing/Commercial and/or Housing-cum-Commercial complex.

16.2. Unless prevented by circumstances beyond its control or if **DEVELOPER** shall commit any default and/or breaches of any of the terms and conditions herein contained and on the part of **DEVELOPER** to be paid performed and observed or in the event of **DEVELOPER** failing to complete the said Project and/or Said projects within the Completion Date as hereinbefore recited or after a grace period of six months then and in that event without prejudice to any of the rights claims contentions which **OWNERS** herein may have against **DEVELOPER** , **DEVELOPER** shall be liable and has agreed to pay to **OWNERS** such compensation as may be decided by the Arbitrator.

ARTICLE-O:
FORCE MAJEURE

17.1 **DEVELOPER** herein shall not be treated as default and **DEVELOPER** 's obligations and covenant will be suitably extended under the Force Majeure clause. Force Majeure shall include natural calamities, Act of God, flood, tidal waves, earthquake, riot, war, storms, tempest, fire, civil commotion, air raid, strikes (including by contractor/construction agencies) lock out, transport strike, notice or prohibitory order from Municipal Corporation or any other statutory body or any Court, Receiver, Government Regulations, new and/or changes in any Municipal or other rules, laws or policies effecting or likely to affect the project or any part or portion thereof, shortage of Essential Commodities and/or any circumstances beyond the control or reasonable estimation of the parties herein.

ARTICLE P:
SALE AND TRANSFER

18.1 DEVELOPER without requiring any consent of **OWNERS** (but subject to the Allocation of **OWNERS**) be entitled to deal with and dispose of the entire allocations at such price/consideration as **DEVELOPER** may deem fit and proper.

18.2 DEVELOPER shall have the right to enter into agreements or contracts for sale, transfer, gift, assignment of the Entire Allocation together with undivided share in the said property or any portion or portions thereof as may be deemed fit by **DEVELOPER** on such terms and conditions and at such consideration as the **DEVELOPER** may deem fit and proper. Neither **DEVELOPER** and /or **OWNERS** shall be entitled to interfere with or raise any question or objection to the acts deeds and things done by the other to their benefit and interest with regard thereto and shall have no concern therewith. In this regard, it is, however, expressly made clear that:

18.3 Neither party shall make any commitment or enter upon any term which is or may be repugnant to or contrary to those contained hereunder or otherwise affect or prejudice the respective rights and obligations of the Parties hereunder;

18.4The **OWNERS** do hereby also accord their consent and authorization to **DEVELOPER** to enter into the agreements and contracts with the prospective buyers in respect of the **OWNERS**'s allocation

18.5 If so required by the Purchaser of Units, Flats, Villas, Car Parking Space Multi-storied building/s, Housing/Commercial and/or Housing-cum-Commercial complex the Original Land Owner (represented by their respective constituted Attorney/s), **OWNERS** (the beneficial Owner) **DEVELOPER** (The Developer), shall, join in as party to all such agreements and contracts confirming there under to execute and register the Deed/s of Sale, Transfer together with undivided share in the land of the said property to the prospective buyers.

18.6. **OWNERS** has and /or shall further execute a General Power of Attorney in favour of **DEVELOPER** and/or its nominee and/or nominee as may be required

for the purpose of obtaining necessary permission approvals and sanctions from different authorities in connection with the construction of the said projects.

ARTICLE Q:
BUILDING

191. **DEVELOPER** shall at its own costs construct erect and complete the Project on the said premises in accordance with the sanctioned plan as per the agreed specifications and the common facilities and amenities hereinbefore mentioned with materials as may be certified by the Architect of the said Project and the same shall be completed within the said Completion date.

19.2. Subject as foresaid the decision of the Architect regarding the quality of the materials shall be final and binding between the parties hereto and the said project will be constructed erected and completed in accordance with the specifications details whereof are mentioned in the third schedule hereunder written.

19.3. It is made clear that the all unit buyers thereof shall share in common the proportionate charges for payments, deposits made to W.B.S.E.B. for H.T./L.T. Line charges, all cable installations, contractor's remuneration, transformer, meters, sub-meters and cables and their installation charges and accessories and payment in respect thereof shall be made to **DEVELOPER** who shall be entitled to recover the same from the intending purchasers.

19.4. **DEVELOPER** herein shall at its own costs and expenses and without creating any financial and other liability on **OWNERS** herein construct and complete the Project and various Units, Flats, Villas, Car Parking Space Multi-storied building/s, Housing/Commercial and/or Housing-cum-Commercial complex in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by **DEVELOPER** as per the agreed specification.

19.5 All costs charges and expenses including Architect's Structural Engineers' fees shall be discharged by **DEVELOPER** and **OWNERS** shall bear no responsibility.

19.6. **OWNERS** shall not cause any obstruction or interference in **DEVELOPER** continuing with the construction erection and completion of the said Project as well as ensure that no one else claiming any right title interest through or behalf of **OWNERS** will obstruct or create any problem or difficulty in such construction.

. That Notwithstanding anything stated to the contrary elsewhere in this agreement it is expressly agreed by and between the parties that **OWNERS** herein have granted the right of First refusal to **DEVELOPER** in respect of the Saleable Space forming the part of **OWNERS's** Allocation.

ARTICLE R: DISPUTE RESOLUTION

20.1. All disputes and differences arising out of or in relation these presents shall be referred to Arbitral Tribunal under the provision of Arbitration and Conciliation Act, 1996 or any statutory modification thereof for the time being in force.

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

FIRST SCHEDULE TOTAL LAND

ALL THAT Piece and Parcel of Land comprised in the **FIRST SCHEDULE** being land measuring **512.22 Decimals** (more or less) spread over Dag Numbers **91, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 113, 226, 232, 233, 234, 232/1233, 233/1234, 233/1245**, under various Khatian Numbers as mentioned in the second Schedule within Mouza Bajetaraf, Chandpur Gram Panchayet, JL No 50 Police Station Rajarhat, Dist North 24 Parganas) within Mouza Bajetaraf, Chan

dpur Gram Panchayet, JL No 50 Police Station Rajarhat, Dist North 24 Parganas

THE SECOND SCHEDULE ABOVE REFERRED TO

PRESENT OWNER	DAG NO.	AREA PUR. In satak	KHATIAN NO.	DEED NO.
VEDIC DIAMOND IT-LINKS PVT LTD.	91	1.000	1212	3333
VEDIC DIAMOND IT-LINKS PVT LTD.	91	1.000	1212	3332
VEDIC DIAMOND IT-LINKS PVT LTD.	91	1.000	1212	3352
VEDIC DIAMOND IT-LINKS PVT LTD.	91	10.9500	113 & 589	7138
ESQUIRE COMMERCE PLTD	97	22	KRI-44/142	9574
CONCRETE MERCANTILE P LTD	97	3.667	290	928
CONCRETE MERCANTILE P LTD	97	3.667	290	1277
CONCRETE MERCANTILE P LTD	97	3.667	290	1276
EAGEL HOUSING P LTD	97	3.010	203 & 185	4391
STERLING TOWERS P LTD	97	3.670	290	6221
AKASHDEEP INTERTRADE P LTD	97	3.667	290	5166
CRYSTAL MERCANTILE P LTD	98	0.500	9	92
CONCRETE MERCANTILE P LTD	98	1.999	521	2633

STERLING TOWERS P LTD	98	0.267	337	776
STERLING TOWERS P LTD	98	0.267	337	792
STERLING TOWERS P LTD	98	0.267	337	793
AKASH NIRMAN P LTD	98	8.00	610	7012
NIPPON AGENCIES PVT. LTD.	98	2.4000	337	619
VEDIC DIAMOND IT-LINKS PVT LTD.	98	1.330	589 & Akri 340	1670
VEDIC DIAMOND IT-LINKS PVT LTD.	98	0.6650	1229	7142
VEDIC DIAMOND IT-LINKS PVT LTD.	98	0.6650	1229	7114
VEDIC DIAMOND IT-LINKS PVT LTD.	98	1.3300	589	7135
VEDIC DIAMOND IT-LINKS PVT LTD.	98	0.6667	521	7115
VEDIC DIAMOND IT-LINKS PVT LTD.	98	0.6667	521	7118
VEDIC DIAMOND IT-LINKS PVT LTD.	98	0.6667	521	7119
VEDIC DIAMOND IT-LINKS PVT LTD.	98	0.3333	632	7120
VEDIC DIAMOND IT-LINKS PVT LTD.	98	0.3333	632	7133
VEDIC DIAMOND IT-LINKS PVT LTD.	98	0.3333	632	7123
VEDIC DIAMOND IT-LINKS PVT LTD.	98	0.3333	632	7124
VEDIC DIAMOND IT-	98	0.3333	632	7128

LINKS PVT LTD.				
VEDIC DIAMOND IT-LINKS PVT LTD.	98	0.3333	632	7130
VEDIC DIAMOND IT-LINKS PVT LTD.	98	0.3700	9	7132
PRABIR BISWAS	98	0.1200	9	427
CRYSTAL MERCANTILE P LTD	99	2.4	154	7107
CONCRETE MERCANTILE P LTD	99	1.200	154	2967
NIPPON AGENCIES PVT. LTD.	99	0.375	646	5361
NIPPON AGENCIES PVT. LTD.	99	0.375	646	5342
NIPPON AGENCIES PVT. LTD.	99	0.375	646	5346
NIPPON AGENCIES PVT. LTD.	99	0.375	646	5362
KOKILA TIE-UP PVT.LTD.	99	0.3750	KRI-621, KRI - 646, AKRI-377, AKRI -70, KRI-116	3982
KOKILA TIE-UP PVT.LTD.	99	0.3750	KRI-621, KRI - 646, AKRI-377, AKRI -70, KRI-116	3981
KOKILA TIE-UP PVT.LTD.	99	0.3750	KRI-621, KRI - 646, AKRI-377, AKRI -70, KRI-116	3985
KOKILA TIE-UP PVT.LTD.	99	0.3750	KRI-621, KRI - 646, AKRI-	3925

			377, AKRI -70, KRI-116	
SHALINI FARMS P LTD	99	1.5000	648	11000
SHALINI FARMS P LTD	99	1.2000	154	11001
SHALINI FARMS P LTD	99	1.2000	154	11002
ESQUIRE COMMERCE PLTD	100	7	KRI-44/142	9574
CRYSTAL MERCANTILE P LTD	100	7.000	203	603
CRYSTAL MERCANTILE P LTD	101	3.6	154	7107
CONCRETE MERCANTILE P LTD	101	1.800	154	2967
NIPPON AGENCIES PVT. LTD.	101	0.5625	646	5361
NIPPON AGENCIES PVT. LTD.	101	0.5625	646	5342
NIPPON AGENCIES PVT. LTD.	101	0.5625	646	5346
NIPPON AGENCIES PVT. LTD.	101	0.5625	646	5362
KOKILA TIE-UP PVT.LTD.	101	0.5625	KRI-621, KRI - 646, AKRI- 377, AKRI -70, KRI-116	3982
KOKILA TIE-UP PVT.LTD.	101	0.5625	KRI-621, KRI - 646, AKRI- 377, AKRI -70, KRI-116	3981
KOKILA TIE-UP PVT.LTD.	101	0.5625	KRI-621, KRI - 646, AKRI- 377, AKRI -70,	3985

			KRI-116	
KOKILA TIE-UP PVT.LTD.	101	0.5625	KRI-621, KRI - 646, AKRI- 377, AKRI -70, KRI-116	3925
SHALINI FARMS P LTD	101	2.2500	648	11000
SHALINI FARMS P LTD	101	1.8000	154	11001
SHALINI FARMS P LTD	101	1.8000	154	11002
ESQUIRE COMMERCE PLTD	102	12	243, 47, 206/1,	5541
CRYSTAL MERCANTILE P LTD	102	7.000	185	603
EAGEL HOUSING P LTD	102	4.500	203 & 185	4391
NIPPON AGENCIES PVT. LTD.	102	6.125	502. 142, 991	5335
CRYSTAL MERCANTILE P LTD	103	1.588	9	92
CRYSTAL MERCANTILE P LTD	103	1.500	589	347
STERLING TOWERS P. LTD	103	0.340	337	776
STERLING TOWERS P LTD	103	0.340	337	792
STERLING TOWERS P LTD	103	0.340	337	793
AKASH NIRMAN P LTD	103	8.895	610	7057
AKASH NIRMAN P LTD	103	8.895	610	7014
CYBERWOOD MERCHANDISE P LTD	103	3.0522	337	5932
VEDIC DIAMOND IT- LINKS PVT LTD.	103	4.230	589 & Akri 340	1670

VEDIC DIAMOND IT-LINKS PVT LTD.	103	2.540	521	1672
VEDIC DIAMOND IT-LINKS PVT LTD.	103	2.1200	1229	7142
VEDIC DIAMOND IT-LINKS PVT LTD.	103	2.1200	1229	7114
VEDIC DIAMOND IT-LINKS PVT LTD.	103	2.7400	589	7135
VEDIC DIAMOND IT-LINKS PVT LTD.	103	2.1167	521	7115
VEDIC DIAMOND IT-LINKS PVT LTD.	103	2.1167	521	7118
VEDIC DIAMOND IT-LINKS PVT LTD.	103	2.1167	521	7119
VEDIC DIAMOND IT-LINKS PVT LTD.	103	1.6950	632	7120
VEDIC DIAMOND IT-LINKS PVT LTD.	103	1.6950	632	7133
VEDIC DIAMOND IT-LINKS PVT LTD.	103	1.6950	632	7123
VEDIC DIAMOND IT-LINKS PVT LTD.	103	1.6950	632	7124
VEDIC DIAMOND IT-LINKS PVT LTD.	103	1.6950	632	7128
VEDIC DIAMOND IT-LINKS PVT LTD.	103	1.6950	632	7130
VEDIC DIAMOND IT-LINKS PVT LTD.	103	1.1900	9	7132
CRYSTAL MERCANTILE P LTD	104	1.166	9	92
STERLING TOWERS P LTD	104	0.623	337	776

STERLING TOWERS P LTD	104	0.623	337	792
STERLING TOWERS P LTD	104	0.623	337	793
AKASH NIRMAN P LTD	104	9.330	610	7057
AKASH NIRMAN P LTD	104	9.330	610	7014
CYBERWOOD MERCHANDISE P LTD	104	5.6010	337	5932
VEDIC DIAMOND IT-LINKS PVT LTD.	104	4.660	521	1672
VEDIC DIAMOND IT-LINKS PVT LTD.	104	1.5550	1229	7142
VEDIC DIAMOND IT-LINKS PVT LTD.	104	1.5550	1229	7114
VEDIC DIAMOND IT-LINKS PVT LTD.	104	3.1100	589	7135
VEDIC DIAMOND IT-LINKS PVT LTD.	104	1.5567	521	7115
VEDIC DIAMOND IT-LINKS PVT LTD.	104	1.5567	521	7118
VEDIC DIAMOND IT-LINKS PVT LTD.	104	1.5567	521	7119
VEDIC DIAMOND IT-LINKS PVT LTD.	104	0.7775	KRI 589 & 1091	7137
VEDIC DIAMOND IT-LINKS PVT LTD.	104	0.7775	KRI 589 & 1091	7139
VEDIC DIAMOND IT-LINKS PVT LTD.	104	0.7775	KRI 589 & 1091	7140
VEDIC DIAMOND IT-LINKS PVT LTD.	104	0.7775	KRI 589 & 1091	7141
VEDIC DIAMOND IT-LINKS PVT LTD.	104	0.7767	632	7120

VEDIC DIAMOND IT-LINKS PVT LTD.	104	0.7767	632	7133
VEDIC DIAMOND IT-LINKS PVT LTD.	104	0.7767	632	7123
VEDIC DIAMOND IT-LINKS PVT LTD.	104	0.7767	632	7124
VEDIC DIAMOND IT-LINKS PVT LTD.	104	0.7767	632	7128
VEDIC DIAMOND IT-LINKS PVT LTD.	104	0.7767	632	7130
VEDIC DIAMOND IT-LINKS PVT LTD.	104	0.8700	9	7132
PRABIR BISWAS	104	0.2900	9	427
PRIYADARSHANI HOUSING P LTD	105	3.252	942	12330
CRYSTAL MERCANTILE P LTD	105	9.670	132	603
AKASHDEEP INTERTRADE P LTD	105	9.75	103	5169
VEDIC DIAMOND IT-LINKS PVT LTD.	105	9.750	285 & 556	1679
MARAL PROPERTIES P LTD	105	3.2500	560	13402
MARAL PROPERTIES P LTD	105	3.2400	97	13393
CRYSTAL MERCANTILE P LTD	106	6.6	154	7107
CONCRETE MERCANTILE P LTD	106	3.300	154	2967
NIPPON AGENCIES PVT. LTD.	106	1.03125	646	5361
NIPPON AGENCIES PVT.	106	1.03125	646	5342

LTD.				
NIPPON AGENCIES PVT. LTD.	106	1.03125	646	5346
NIPPON AGENCIES PVT. LTD.	106	1.03125	646	5362
KOKILA TIE-UP PVT.LTD.	106	1.0325	KRI-621, KRI - 646, AKRI-377, AKRI -70, KRI-116	3982
KOKILA TIE-UP PVT.LTD.	106	1.0325	KRI-621, KRI - 646, AKRI-377, AKRI -70, KRI-116	3981
KOKILA TIE-UP PVT.LTD.	106	1.0325	KRI-621, KRI - 646, AKRI-377, AKRI -70, KRI-116	3985
KOKILA TIE-UP PVT.LTD.	106	1.0325	KRI-621, KRI - 646, AKRI-377, AKRI -70, KRI-116	3925
SHALINI FARMS P LTD	106	4.1250	648	11000
SHALINI FARMS P LTD	106	3.3000	154	11001
SHALINI FARMS P LTD	106	3.3000	154	11002
AKASHDEEP INTERTRADE P LTD	107	6.833	589	369
CYBERWOOD MERCHANDISE P LTD	107	3.240	KRI - 589	5874
VEDIC DIAMOND IT-LINKS PVT LTD.	107	10.250	521	1682
VEDIC DIAMOND IT-LINKS PVT LTD.	107	4.3950	1229	7142

VEDIC DIAMOND IT-LINKS PVT LTD.	107	4.3950	1229	7114
VEDIC DIAMOND IT-LINKS PVT LTD.	107	1.7075	KRI 589 & 1091	7137
VEDIC DIAMOND IT-LINKS PVT LTD.	107	1.7075	KRI 589 & 1091	7139
VEDIC DIAMOND IT-LINKS PVT LTD.	107	1.7075	KRI 589 & 1091	7140
VEDIC DIAMOND IT-LINKS PVT LTD.	107	1.7075	KRI 589 & 1091	7141
VEDIC DIAMOND IT-LINKS PVT LTD.	107	1.7083	632	7120
VEDIC DIAMOND IT-LINKS PVT LTD.	107	1.7083	632	7133
VEDIC DIAMOND IT-LINKS PVT LTD.	107	1.7083	632	7123
VEDIC DIAMOND IT-LINKS PVT LTD.	107	1.7083	632	7124
VEDIC DIAMOND IT-LINKS PVT LTD.	107	1.7083	632	7128
VEDIC DIAMOND IT-LINKS PVT LTD.	107	1.7083	632	7130
AKASHDEEP INTERTRADE P LTD	108	6.666	589	402
CYBERWOOD MERCHANDISE P LTD	108	1.000	KRI - 589	5874
VEDIC DIAMOND IT-LINKS PVT LTD.	108	10.000	521	1682
VEDIC DIAMOND IT-LINKS PVT LTD.	108	3.3300	1229	7142
VEDIC DIAMOND IT-LINKS PVT LTD.	108	3.3300	1229	7114

VEDIC DIAMOND IT-LINKS PVT LTD.	108	1.6675	KRI 589 & 1091	7137
VEDIC DIAMOND IT-LINKS PVT LTD.	108	1.6675	KRI 589 & 1091	7139
VEDIC DIAMOND IT-LINKS PVT LTD.	108	1.6675	KRI 589 & 1091	7140
VEDIC DIAMOND IT-LINKS PVT LTD.	108	1.6675	KRI 589 & 1091	7141
VEDIC DIAMOND IT-LINKS PVT LTD.	108	1.6667	632	7120
VEDIC DIAMOND IT-LINKS PVT LTD.	108	1.6667	632	7133
VEDIC DIAMOND IT-LINKS PVT LTD.	108	1.6667	632	7123
VEDIC DIAMOND IT-LINKS PVT LTD.	108	1.6667	632	7124
VEDIC DIAMOND IT-LINKS PVT LTD.	108	1.6667	632	7128
VEDIC DIAMOND IT-LINKS PVT LTD.	108	1.6667	632	7130
VEDIC DIAMOND IT-LINKS PVT LTD.	109	8.000	577	670
VEDIC DIAMOND IT-LINKS PVT LTD.	109	4.000	223	671
VEDIC DIAMOND IT-LINKS PVT LTD.	109	4.000	223	673
DIPANKAR BISWAS	109	8.0000	209	6524
DIBAKAR BISWAS	109	8.0000	1240	6523
GOBARDHAN NASKAR	110	5.0000	1092	5472
CRYSTAL MERCANTILE P LTD	113	0.375	9	92
STERLING TOWERS P	113	0.200	337	776

LTD				
STERLING TOWERS P LTD	113	0.200	337	792
STERLING TOWERS P LTD	113	0.200	337	793
VEDIC DIAMOND IT-LINKS PVT LTD.	113	0.5000	521	7117
VEDIC DIAMOND IT-LINKS PVT LTD.	113	0.5000	521	7121
VEDIC DIAMOND IT-LINKS PVT LTD.	113	0.5000	521	7115
VEDIC DIAMOND IT-LINKS PVT LTD.	113	0.5000	521	7118
VEDIC DIAMOND IT-LINKS PVT LTD.	113	0.5000	521	7119
VEDIC DIAMOND IT-LINKS PVT LTD.	113	0.2500	632	7120
VEDIC DIAMOND IT-LINKS PVT LTD.	113	0.2500	632	7133
VEDIC DIAMOND IT-LINKS PVT LTD.	113	0.2500	632	7123
VEDIC DIAMOND IT-LINKS PVT LTD.	113	0.2500	632	7124
VEDIC DIAMOND IT-LINKS PVT LTD.	113	0.2500	632	7128
VEDIC DIAMOND IT-LINKS PVT LTD.	113	0.2500	632	7130
VEDIC DIAMOND IT-LINKS PVT LTD.	113	0.2800	9	7132
PRABIR BISWAS	113	0.0900	9	427
DEALMARK SALES P LTD	226	5.110	247 & 890	5269
XCLUSIVE COMMERCE P	232	0.8000	640	12087

LTD				
XCLUSIVE COMMERCE P LTD	232	1.2000	640	12092
	232	2.0000	554	3033
XCLUSIVE COMMERCE P LTD	233	0.6000	640	12087
XCLUSIVE COMMERCE P LTD	233	0.9000	640	12092
SATISH CHANDRA NASKAR	233	1.5000	554	3033
VEDIC DIAMOND IT-LINKS PVT LTD.	234	3.500	223	671
DIBAKAR BISWAS	234	16.8000	1240	6523
ALOKA BISWAS	234	16.0000	577	6619
XCLUSIVE COMMERCE P LTD	232/1233	1.1000	640	12087
XCLUSIVE COMMERCE P LTD	232/1233	1.6500	640	12092
SATISH CHANDRA NASKAR	232/1233	2.7500	554	3033
GOBARDHAN NASKAR	233/1234	2.4400	895	5473
GAJANAN PROMOTERS P LTD	233/1245	1.000	909	5271
		512.22		

THE THIRD SCHEDULE ABOVE REFERRED TO
(SPECIFICATION)

CONSTRUCTION :

Foundation : RCC (Reinforced Concrete Cement) Framed Structure

Wall:	INTERNAL 100/125 mm thick brick masonry, EXTERNAL 200/250 mm thick brick masonry
Roof	: Terracotta tile / Green cover over RCC slab
Door	: Quality timber frame with solid core – flush / paneled shutter
Window	: Quality aluminum frames with fully Glazed Shutter
Living/Dining Room	: (Porcelain/Vitrified) Quality Tile Flooring
Bedroom	: (Porcelain/Vitrified) Quality Tile Flooring
Kitchen	: Floor : Quality Porcelain/ Quality Vitrified tiles Counters : Quality Granite/Marble/Stone with stainless steel sink; Wall : Quality Ceramic /Gl; tiles two feet high above counter top.
Toilets	: Floor : Porcelain/Vitrified tiles Wall : Porcelain/Vitrified tiles on dado. Sanitary ware : Quality Chinaware and Chormium plated fixtures.
Electrical	: Concealed copper wiring with modular switches. Provision for adequate light points, telephone, TV, AC, exhaust and geyser points in appropriate locations.
Interior Finish	: Plaster of Paris over cement plaster.
Exterior Finish	: Decorative paint over plastered wall.
Landscape	: Principal landscape with trees and plants.

* Electrical Connection / Standby Power / Telephone Connection at Extra Cost.

IN WITNESS WHEREOF the parties have set and subscribe their respective hands, seals the day, month and year first above written.

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

WITNESSES:

1. Javak Nath Das
10, S.L. Pyne Lane
P.O - Bowbazar
P.S. - Muchipara
Kolkata - 70012

fubyan

(1) **AKASHDEEP INTERTRADE PRIVATE LIMITED** represented by its authorized signatory **SRI PRATEEK**

Sri Prateek

2) **CONCRETE MERCANTILES PVT. LTD.,** represented by its authorized signatory **SRI RAJ KISHORE MODI**

Sri Raj Kishore Modi

(3) **CRYSTAL MERCANTILES PRIVATE LIMITED** represented by its director **SRI PAWAN KUMAR SHARMA**

fubyan

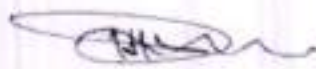
(4) **DEALMARK SALES PVT. LTD.** represented by its authorized signatory **SRI PRATEEK TULSYAN**

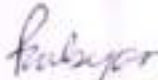
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(5) **EAGEL HOUSING PRIVATE LIMITED** represented by its authorized signatory **SRI PRATEEK TULSYAN**

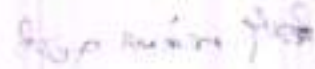
Digitized by
Rishu Bapat
PLABAN BASU
Advocate
High Court, Calcutta
Reg. No- F/1494/1212/2012

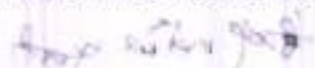
1. Jaxak Nath Das

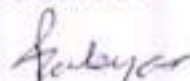

 (6) ESQUIRE COMMERCE PVT. LTD.
 represented by its director SRI UMAKANT
 PASWAN

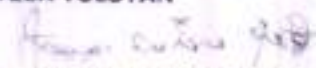

 7) GAJANAN PROMOTERS PRIVATE
 LIMITED represented by its authorized
 signatory SRI PRATEEK TULSYAN

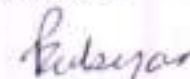
2. Srikesh Baur

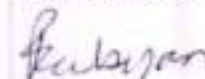

 (8) GREENTECH IT CITY PRIVATE
 LIMITED represented by its authorized
 signatory SRI RAJ KISHORE MODI


 (9) KOKILA TIE UP PRIVATE LIMITED
 represented by its authorized signatory SRI
 RAJ KISHORE MODI


 (10) MARAL PROPERTIES PVT. LTD.
 represented by its authorized signatory SRI
 PRATEEK TULSYAN


 (11) NIPPON AGENCIES PVT. LTD.
 represented by its authorized signatory SRI
 RAJ KISHORE MODI


 (12) PRIYADARSHNI HOUSING PVT.
 LTD. represented by its authorized signatory
 SRI PRATEEK TULSYAN


 (13) STERLING TOWERS PVT. LTD.
 represented by its authorized signatory SRI
 PRATEEK TULSYAN

1. Jarak Nath Das

Tulsyan

(14) VIDRIK REALTY PRIVATE LIMITED
represented by its authorized signatory SRI
PRATEEK TULSYAN

Joydeep Mukherjee

(15) XCLUSIVE COMMERCE PVT. LTD.
represented by its director SRI JOYDEEP
MUKHERJEE

Sonu Kumar Sharma

(16) SHALINI FARMS PRIVATE
LIMITED., represented by its director SRI
SONU KUMAR SHARMA

Umakant Paswan

(17) CYBERWOOD MERCHANDISE PVT.
LTD. represented by its director SRI
UMAKANT PASWAN

Pawan Kumar Sharma

(18) PRABIR BISWAS represented by its
constituted attorney SRI PAWAN KUMAR
SHARMA

Pawan Kumar Sharma

(19) DIPANKAR BISWAS represented by
its constituted attorney SRI PAWAN KUMAR
SHARMA

Pawan Kumar Sharma

(20) DIBAKAR BISWAS represented by its
constituted attorney SRI PAWAN KUMAR
SHARMA

Pawan Kumar Sharma

(21) GOBARDHAN NASKAR represented by
its constituted attorney SRI PAWAN KUMAR
SHARMA

2. Siddhan Agar

SPECIMEN FORM FOR TEN FINGERS PRINT

	<p><i>Prakash Anand Yadav</i></p>						<p>Little Middle Fore Thumb (Left Hand)</p>
							<p>Thumb Fore Middle Ring Little (Right Hand)</p>
	<p><i>Uday</i></p>						<p>Little Middle Fore Thumb (Left Hand)</p>
							<p>Thumb Fore Middle Ring Little (Right Hand)</p>
	<p><i>Prakash</i></p>						<p>Little Ring Middle Fore Thumb (Left Hand)</p>
							<p>Thumb Fore Middle Ring Little (Right Hand)</p>
	<p><i>Prakash Anand Yadav</i></p>						<p>Little Ring Middle Fore Thumb (Left Hand)</p>
							<p>Thumb Fore Middle Ring Little (Right Hand)</p>