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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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9-173333/15
No. Rs. 2,87,45,988/-

Certified that the Document is admitted to Registration. The Stamp, Seal and the endorsement when taken together are the part of this Document.

Additional Registrar
of Assurances, Kolkata

11.7.15

DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT made on this 11th day of July, 2015 (Two Thousand and Fifteen);

BETWEEN

49667

110 JUL 2015

No. Date

Sold To. **LUCID TOWERS PVT. LTD.**

of Sh. M.B. Sorani,

Rs. 100/- Korl

P. CHATTERJEE

16, India Exchange Place, Kol-1

Licensed Stamp Vender

L. No. : 351/RS/1989

*Yipau Chatterjee
Plot Sebi Prasad Chatterjee
of 38 naka Rani Rudira
Sebi Road
Kolkata-700080
Business.*



REGISTRAR OF COMPANIES
KOLKATA
11 JUL 2015

1. SRI SUSHIL CHANDRA GHOSH, (PAN No.ADYPG4636R), son of Late Sachindra Mohan Ghosh, by faith -Hindu, by nationality-Indian and by occupation-Business, residing at 20, Swamiji Road, Ward No. 131, P. O. Parnashree, P. S. Parnashree, Kolkata 700 060. **2. SRI DEBABRATA GHOSH, PAN No. AVWPG0228P),** son of Late Sachindra Mohan Ghosh, by faith -Hindu, by nationality-Indian and by occupation-Business, residing at 20, Swamiji Road, Ward No. 131, P. O. Parnashree, P. S. Parnashree, Kolkata 700 060 **3. MS. MUKUL GHOSH, (PAN No. AWHPG5665Q),**daughter of Sachindra Mohan Ghosh, by faith - Hindu, by nationality - Indian and by occupation Housewife and residing at 20, Swamiji Road, Ward No. 131, P. O. Parnashree, P. S. Parnashree, Kolkata 700 060 **4. SMT.KRISHNA GHOSAL (GHOSH),(Form-60)** daughter of Sachindra Mohan Ghosh, and wife of Sukumar Ghosal, by faith - Hindu, by nationality- Indian and by occupation Housewife and residing at 20, Swamiji Road, Ward No. 131, P. O. Parnashree, P. S. Parnashree, Kolkata 700 060 **5. SMT. BAKUL BOSE (GHOSH), (PAN No. BEXPB4401G),**daughter of Sachindra Mohan Ghosh, and wife of Sri Amal Narayan Bose, by faith -Hindu, by nationality- Indian and by occupation Housewife and residing at Naba Pally, 22 Bigha, P. O. Thakurpukur, P. S. Thakurpukur, Kolkata 700104 **6. SMT. SEFALI BHOWMICK (GHOSH), ,(Form-60)** daughter of Sachindra Mohan Ghosh, and wife of Sri Amulya Bhowmik, by faith -Hindu, by nationality- Indian and by occupation Housewife and residing at 10/10, Swamiji Road), Behala, P. O. Parnashree, P. S. Parnashree, Kolkata 700 060, hereinafter referred to as the **OWNERS/FIRST PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its Successor and/or successors-in-office, executors, legal representatives and assigns) of the **ONE PART;**

AND

M/S LUCID TOWER PRIVATE LIMITED, (Income Tax PAN no: AAACW8335R) (Formerly known as Woodland Trade-Link Private Limited) a company incorporated under the Companies Act, 1956 and having its registered office at 21. Hemant Basu Sarani, Room no: 306, Post office and Police station: Hare Street. Kolkata - 700 001 and having its principal place of business at BA-14, 1st floor, Salt lake city, Sector-1, Post office Bidhannagar, Police station : Bidhannagar (East), Kolkata - 700 064 (Herein represented by its Director **Sri Sushil Kumar Agarwal (Income Tax PAN no:ACUPA0264E)** son of Late Jugal

Kihore Agarwal by Faith Hindu, by occupation Business, and residing at 17.Rowland Road, Flat no: 2B, Post office and Police station : Ballygunge, Kolkata - 700 020 **vide resolution of the Board of the Company passed on**) hereinafter referred to as the party of " **the DEVELOPER / PARTY OF THE SECOND PART** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Successor and/or Successors in office, executors, administrators, legal representatives, and / or assigns) of the **OTHER/SECOND PART;**

WHEREAS One Smt. Ramni Mani Bewar was sole the owner of 63 decimal of Sali land under Mouza: Behala C.S & R.S Dag no: 286 and 30 decimal in C.S & R.S Dag no: 284 C.S.Khatian no: 1927 , R.S.Khatian no: 3826 ,J.L. no: 2,R.S.no: 83, Touzi no: 346 , Police station : Behala District South 24 Parganas.

WHEREAS Smt. Ramni Mani Bewar during his life time gifted 32 decimal (out of 63 decimal) of Sali land situated under Mouza: Behala C.S & R.S Dag no: and 286, C.S.Khatian no: 1927, R.S.Khatian no: 3826, J.L. no: 2, R.S.no: 83, Touzi no: 346 , Police station : Behala District South 24 Parganas to his husband Haru Chandra Sath and his brother in law Kali Charan Sath (Minor)on 01.02.1929.

WHEREAS One Buddheswar Sath and Smt. Nandarani dasi (mother of Kali Charan Sath (Minor) were absolutely seized and possessed of and or otherwise well and sufficiently entitled to in fee simple in possession of **ALL THAT** piece and parcel of Land measuring **32 (Thirty two) Decimals** more or less being situated under Mouza: Behala C.S & R.S Dag no: 286, C.S.Khatian no: 1927 , R.S.Khatian no: 3826 ,J.L. no: 2,R.S.no: 83, Touzi no: 346 , Police station : Behala District South 24 Parganas and free from all encumbrances of whatsoever and howsoever nature ;

AND WHEREAS the said Buddheswar Sath and Smt. Nandarani dasi (legal guardian of Kali Charan Sath) by a Bengali kobala dated 7th November,1952 sold transferred and conveyed **ALL THAT** piece and parcel of Land measuring **32 (Thirty two) Decimals** more or less being situated under Mouza: Behala C.S & R.S Dag no: 286, C.S.Khatian no: 1927 , R.S.Khatian no: 3826 ,J.L. no: 2, Police station : Behala District South 24 Parganas and free from all encumbrances of

whatsoever and howsoever nature unto and forever in favour of Sri Surendra Mohan Ghosh son of Late Kamaksha Charan Ghosh at or for the consideration mentioned therein and registered the same in their favour and recorded in Book no: 1, Volume no: 30, Pages 76 to 79, and being Deed no: 1858 for the year 1952;

AND WHEREAS in the premises the abovestated Sri Surendra Mohan Ghosh became absolutely seised and possessed of and or otherwise well and sufficiently entitled to in fee simple in possession of **ALL THAT** piece and parcel of Land measuring **32 (Thirty two) Decimals** more or less being situated under Mouza: Behala C.S & R.S Dag no: 286, C.S.Khatian no: 1927 , R.S.Khatian no: 3826 ,J.L. no: 2,R.S.no: 83, Touzi no: 346 , Police station : Behala District South 24 Parganas and free from all encumbrances of whatsoever and howsoever nature ;

AND WHEREAS the said Sri Surendra Mohan Ghosh was ultimately during his lifetime was left with an area being **ALL THAT** piece and parcel of Land measuring 14 (Fourteen) cottahs 10 (Ten) Chittacks ,and 15(Fifteen) sq.ft more or less being situated under Mouza: Behala C.S & R.S Dag no: 286, C.S.Khatian no: 1927 , R.S.Khatian no: 3826 ,J.L. no: 2,R.S.no: 83, Touzi no: 346 , Police station : Behala District South 24 Parganas at present being numbered as premises no: 200.Parnasree Pally Road no: 1, ward no: 131, Borough no: 14 under the Kolkata Municipal Corporation morefully described in the First Schedule mentioned hereunder and free from all encumbrances,charges,liens,lispendens of whatsoever and howsoever nature ;

AND WHEREAS the said Sri Surendra Mohan Ghosh died on 30/12/1955 and his wife Smt. Priya Bala Ghosh died issueless (without any children) on 6/4/1963;

AND WHEREAS in the premises and under the Hindu Succession Act, 1956 Sri Sachindra Mohan Ghosh the only brother of the said Sri Surendra Mohan Ghosh (Since deceased) inherited all the properties left by his Late brother Surendra Mohan Ghosh by an affidavit dated 20th May of 2011 before the court of the LD. 1st class Judicial Magistrate at Alipur, South 24 PGS.

AND WHEREAS the said Sri Sachindra mohan Ghosh also died on 29/2/1972 and his wife Smt. Kanak Prova Ghosh died on 29/1/2002 leaving behind their 2 (two) sons namely Sri Sushil chandra Ghosh , Sri Debabrata Ghosh and 4 (Four) daughters namely Ms.. Mukul Ghosh (Unmarried), Smt. Krishna Ghoshal (Ghosh)

, Smt. Bakul Bose (Ghosh) and Smt. Shefali Bhowmick (Ghsoh) who became entitled to and inherited all the properties left by their late Uncle Surendra Mohan Ghosh interalia their Father Sachindra Mohan Ghosh and mother as abovestated and interalia became entitled to **ALL THAT** piece and parcel of Land measuring 14 (Fourteen) cottahs 10 (Ten) Chittacks ,and 15(Fifteen) sq.ft more or less being situated under Mouza: Behala C.S & R.S Dag no: 286, C.S.Khatian no: 1927 , R.S.Khatian no: 3826 ,J.L. no: 2,R.S.no: 83, Touzi no: 346 , Police station : Behala District South 24 Parganas at present being numbered as premises no: 200.Parnasree Pally Road no: 1, ward no: 131, Borough no: 14 under the Kolkata Municipal Corporation more fully described in the First Schedule mentioned hereunder and free from all encumbrances, charges, liens, lispensens of whatsoever and howsoever nature;

AND WHEREAS the said Sri Sushil chandra Ghosh , Sri Debabrata Ghosh and 4 (Four) daughters namely Ms.Mukul Ghosh (Unmarried), Smt. Krishna Ghoshal (Ghosh) , Smt. Bakul Bose (Ghosh), and Smt. Shefali Bhowmick (Ghsoh) thereafter by an Affidavit sworn before the First Class magistrate at Alipore on 20th May,2011 declared them to be only surviving heirs who are entitled to all the properties of their late Uncle Surendra Mohan Ghosh interalia their Father Sachindra Mohan Ghosh and mother as abovestated ;

AND WHEREAS the said Sri Sushil chandra Ghosh , Sri Debabrata Ghosh and 4 (Four) daughters namely Ms.Mukul Ghosh (Unmarried), Smt. Krishna Ghoshal (Ghosh) , Smt. Bakul Bose (Ghosh), and Smt. Shefali Bhowmick (Ghsoh) thereafter submitted the said Affidavit before the Kolkata Municipal Corporation and mutated their names in respect of **ALL THAT** piece and parcel of Land measuring 14 (Fourteen) cottahs 10 (Ten) Chittacks ,and 15(Fifteen) sq.ft more or less being situated under Mouza: Behala C.S & R.S Dag no: 286, C.S.Khatian no: 1927 , R.S.Khatian no: 3826 ,J.L. no: 2,R.S.no: 83, Touzi no: 346 , Police station : Behala District South 24 Parganas at present being numbered as premises no: 200.Parnasree Pally Road no: 1, ward no: 131, Borough no: 14 under the Kolkata Municipal Corporation more fully described in the First Schedule mentioned hereunder and free from all encumbrances, charges, liens, lispensens of whatsoever and howsoever nature ;

AND WHEREAS the said Sri Sushil chandra Ghosh , Sri Debabrata Ghosh and 4 (Four) daughters namely Ms.Mukul Ghosh (Unmarried), Smt. Krishna Ghoshal

(Ghosh) , Smt. Bakul Bose (Ghosh), and Smt. Shefali Bhowmick (Ghsoh) after mutation as above stated became absolutely seised and possessed of and or otherwise well and sufficiently entitled to in fee simple in possession of **ALL THAT** piece and parcel of Land measuring 14 (Fourteen) cottahs 10 (Ten) Chittacks ,and 15(Fifteen) sq.ft more or less being situated under Mouza: Behala C.S & R.S Dag no: 286, C.S.Khatian no: 1927 , R.S.Khatian no: 3826 ,J.L. no: 2,R.S.no: 83, Touzi no: 346 , Police station : Behala District South 24 Parganas at present being numbered as premises no: 200.Parnasree Pally Road no: 1, ward no: 131, Borough no: 14 under the Kolkata Municipal Corporation more fully described in the First Schedule mentioned hereunder and free from all encumbrances, charges,liens,lispensens of whatsoever and howsoever nature ;

AND WHEREAS the First Party with an intention to construct multi-storied buildings on the said **ALL THAT** piece and parcel of Land measuring 14 (Fourteen) cottahs 10 (Ten) Chittacks ,and 15(Fifteen) sq.ft more or less being situated under Mouza: Behala C.S & R.S Dag no: 286, C.S.Khatian no: 1927 , R.S.Khatian no: 3826 ,J.L. no: 2,R.S.no: 83, Touzi no: 346 , Police station : Behala District South 24 Parganas at present being numbered as premises no: 200.Parnasree Pally Road no: 1, ward no: 131, Borough no: 14 under the Kolkata Municipal Corporation more fully described in the First Schedule mentioned hereunder and free from all encumbrances, charges, liens, lispensens of whatsoever and howsoever nature has approached the Developer/Second Part herein for construction of a building/s at the said land in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation at their own costs to which the Developer herein has agreed ;

AND WHEREAS the owners and the Developer have agreed to a Development ratio of **40% to 60%** which means that the owners shall be entitled to a 40% area in the new building/s to be constructed by the Developer and the Developer shall be entitled to 60% area in the new building/s to be constructed by the Developer ;

AND WHEREAS the parties herein have therefore signed this Agreement for Development and as stated above and this Agreement shall be registered and binding upon both the parties on the terms and conditions written herein below:-

AND WHEREAS on or before the signing of these presents the Owners /First part doth hereby assure and state on record that:-

- a. We hereby confirm that we will sign all documents and papers in future including Affidavits, Boundry declarations and or any other statements as and when required by the Developer, with respect to this Land agreed to be developed herein.
- b. We have handed over physical vacant and khas possession of the said **ALL THAT** piece and parcel of Land measuring 14 (Fourteen) cottahs 10 (Ten) Chittacks ,and 15(Fifteen) sq.ft more or less being situated under Mouza: Behala C.S & R.S Dag no: 286, C.S.Khatian no: 1927 , R.S.Khatian no: 3826 ,J.L. no: 2,R.S.no: 83, Touzi no: 346 , Police station : Behala District South 24 Parganas at present being numbered as premises no: 200.Parnasree Pally Road no: 1, ward no: 131, Borough no: 14 under the Kolkata Municipal Corporation more fully described in the First Schedule mentioned hereunder and free from all encumbrances, charges, liens, lispensens of whatsoever and howsoever nature.
- c. We have deposited all taxes and charges, in connection with this said land, **more fully described in the First schedule** mentioned hereunder and any tax/khazna if found due later on till the date hereof shall be paid by us.
- d. We state that the land is fully free from all encumbrances and there are no tenants, Encroachers, trespassers or anybody on the land.
- e. The Developer shall use this land for making constructions as agreed up to the date of the period stipulated in the Plan or revised plan, if any and subject to the period allowed in this Agreement and subject to the force Majeure clauses.

- f. The Developer can start the development work on this land and We are duty bound to sign, execute all the documents and papers as required for obtaining any permission from any Government authorities or otherwise and also appear personally, if required.
- g. We hereby confirm that the land is not encroached nor any Land Acquisition proceeding started against this Land nor any Certificate Case or any Court case for Land Acquisition , Civil Suit, are pending against the said land more fully described in the First schedule mentioned hereunder.
- h. We further state that Land Acquisition proceeding, if any started against the land at anytime does not exist and we are in full physical possession of the land and there is no encroachment of any nature whatsoever.
- i. We state that we are the only successors to the Estate of Late Surendra Mohan Ghosh as stated above in this Agreement and there are no other heirs or claimants on this land in any manner whatsoever.
- j. We further state and declare that if any claim arises on this account of claimants as above stated in this Agreement we shall be liable and responsible for the same and shall bear all the costs and expenses for settling such cases. We also state that we shall also reimburse the Developer herein on all costs, losses or other liabilities suffered by the Developer including losses on interest on investments made by the Developer from time to time.
- k. The Owners have hereby assured that they shall produce the Legal heirship certificate (Warrison certificate) of Late Priya Bala Ghosh, Late Sachindra Mohan ghosh/Late Kanak Prova Ghosh as early as possible. However the owners have assured that there are no other heirs apart from them.
- l. That the land is not effected by any Thika Tenancy or otherwise and the land is a freehold land and the said land is absolutely in our possession.

- m. That we state on record that we have not entered into any Agreement for sale /Development or otherwise parted with the land more fully described in the First schedule mentioned hereunder in any manner whatsoever with respect to the above referred land with anybody and any Agreement ,if any has already been cancelled. We further state that we shall be liable to the Developer if any claim arises out of the above.

- n. We state that we have taken steps to mutate the land with the Block Land & Land Reforms Department of West Bengal and will effect Mutation as soon as possible.

AND WHEREAS the Party hereto of the Second Part being engaged in promotion and development of various Premises and being desirous of promoting the said Land, represented to the Party hereto of the First Part that :-

- i) The Party hereto of the Second Part has earned considerable reputation and goodwill in promotion and development of Premises and the Party hereto of the Second Part has adequate resources for undertaking the development of the said Premises in terms of the agreement and they shall take steps to complete the project within the time stipulated as per the sanctioned plan and or as stated in this Agreement.

- ii) The Party of the Second Part has not committed any offence under any prevailing law and no disputes or litigation is pending against it for non-fulfillment and/or breach of any terms and obligations with any Party or otherwise;

- i) There is no impediment or restraint in the matter of proceeding with development of the said Premises or any part thereof.

- ii) The Party of the Second Part shall take out all necessary Licenses, permissions etc. from the relevant competent authority/ies as may be required .

AND WHEREAS relying upon the respective representations as above, and subsequent to joint meetings and discussions, the terms, conditions, considerations and stipulations that have been mutually agreed, accepted and covenanted between the Parties hereto are recorded hereinafter for mutual and respective compliance, observance and due performance ;

AND WHEREAS on or before the signing of this Agreement the parties hereby state and agree as follows:-

THE PARTY OF THE FIRST & SECOND PART AGREE AS UNDER :-

1. It is hereby agreed by and between the parties that the entire building/s shall be constructed by the Developer at their own costs.
2. It is further agreed by and between the Owners and the Developer that after completion of construction of the entire building/s by the Developer, the Land owners allocation of 40% of total constructed area as Flats in upper Floors and also 40% of the Car Parking space on the Ground Floor will be handed over to the Land owners by notice in writing.
3. The Parties hereby further agree that an amount of **Rs.1,00,00,000/- (Rupees One crore) only** towards adjustable advance shall be paid by the Developer to the Owners in the following manner that is to say:-

On the date of execution of this Agreement – **Rs.45,00,000/- (Rupees five lacs) only and Rs.55,00,000/- (Rupees fifty five lacs only)** after mutation of the schedule property in their name with Block land and Land Reforms Department of west Bengal obtaining the sanctioned Plan from the Kolkata Municipal Corporation.

4. It is further agreed and confirmed by and between the parties that the Developer shall deduct an area of **3572 (Three thousand five hundred**

seventy two) sq.ft built up area from the land owners allocation (i.e 40% of the total sanctioned area) in lieu of the adjustable amount of **Rs.1,00,00,000/- (Rupees One crore only)** being paid to them to the land Owners as adjustable advance.

5. It is further agreed and confirmed by and between the parties that the Developer shall be duty bound to purchase an area of **3572 (Three thousand five hundred seventy two) sq.ft** built up area from the allocation of the owners against the adjustable amount. The Developer herein will have the right to sell the said area of **3572 (Three thousand five hundred seventy two) sq.ft** built up area to any intending buyer/s and the owners will have no objection whatsoever.
6. The Developer herein will complete the construction within 24(Twenty four) months from the date of obtaining sanctioned plan. The time will be extended for further 6 (six) months if construction is delayed for some reason which is beyond anybody's control.
7. It is further agreed by the owners that they shall fully co-operate with the Developer in obtaining the completion certificate from the Kolkata Municipal Corporation.
8. It is hereby stated on record by the First Part that the Developer herein shall cause sanction of Building Plan /revised plan and use the entire available FAR from time to time as sanctioned by the Kolkata Municipal Corporation.
9. It is agreed by the parties hereto that the allocation made between the First Part, Second Part shall be done on the basis of Flats to be constructed in the said New Building and no Flat shall ever be divided by the Developer or the Owner or in any manner whatsoever allowing any deviation to take space from the sanctioned Plan.
10. It is clarified by and between the parties that the Flats in the Building or the areas constructed in the New Building shall not be divided or partitioned in any manner whatsoever , otherwise than in the manner being

sanctioned by the Kolkata Municipal Corporation and shall be binding upon by both the parties herein.

I. NOW THIS AGREEMENT WITNESSETH and it is hereby agreed, covenanted and declared by and between the Parties hereto as under:-

1. Subject to the consideration, terms, conditions and stipulations recorded hereinafter, the Parties hereto jointly and severally agree and accept to bind themselves by these presents for promotion and development of the said Premises more fully described in the **more fully described in the First schedule** mentioned hereunder by erection, construction and completion of Building/s containing self contained Ownership flats/shops/offices and or other spaces as may be permitted in accordance with law.
2. The Party hereto of the First Part for the considerations herein contained and subject to the terms, conditions and stipulations contained hereinafter, doth by these presents, appoint, nominate, constitute and empower the Party hereto of the Second Part to erect, construct and complete brick built building at the said Premises, as may be permitted, approved and sanctioned by the appropriate Authorities, in accordance with law.
3. The Party of the first Part has agreed to grant the right of development in respect of the entirety of the said premises **more fully described in the First schedule** mentioned hereunder by causing to be constructed, erected and completed thereon building together with all common parts portions areas and facilities in accordance with the plan as sanctioned by Kolkata Municipal Corporation and all costs charges and expenses on account of construction erection and completion of the said building shall be paid borne and discharged by the party of the second part.
4. The party of the First part has simultaneously with the execution of this Development Agreement agreed to execute and register a power of attorney in favour of the party of the Second Part empowering them to enter into agreement for sale for their portion of allotment and also for various other works related to construction Mutation or otherwise as stated there in.
5. The Parties of the First Part will handed over physical vacant and khas possession of the Land with upon signing of these presents to the party of the Second part with full satisfaction to commence the work of construction

on the said land more fully described in the First schedule mentioned hereunder.

6. It is further agreed by the First part that they will hand over all the original chain of Title Deeds along with the mutation certificate to the second party at the time of signing of the agreement. The second party will keep the same with their possession till completion of the Construction and fulfillment of the terms and condition mentioned in the Development agreement and the Developer will keep it safely with him and produce the same to the First part as and when required at any office/court or otherwise .
7. It is agreed between the parties that incase the property as agreed to be developed herein becomes a subject matter of any legal dispute or any Thika Tenancy or otherwise then in that case the compensation as received by the owners shall be divided with the Developer in ratio of their development.
8. Plot of the land has been Mutated in the name of First party (Owners) with the Kolkata Municipal Corporation.
9. The Party of the First Part hereby accepts to have received a Total amount of Rs.1,00,00,000/- (Rupees One Crore only) towards security from time to time from the developer which is un disputed and binding upon the first part and the Developer shall take an area of 3572 (Three thousand five hundred seventy two) sq.ft built up area from the land owners allocation (i.e 40% of the total sanctioned area) in lieu of the adjustable amount of Rs.1,00,00,000/- (Rupees One crore only) being paid to the land Owners as adjustable advance.

II. RIGHTS & OBLIGATIONS of the PARTY HERETO OF THE SECOND PART.

- 2.1. The Party of the Second Part shall if required by the Kolkata Municipal Corporation from time to time submit any plans, modified plan, boundary declarations, affidavits or otherwise. The Second Party shall however provide copies of such documents filed with the Kolkata Municipal Corporation or otherwise.

- 2.2. All fees, remunerations, costs, charges and expenses for appointment of the architect, Engineers, Surveyors and others as also for preparations revision, amendment and deposit of all Plans, Drawings and others including sanction fees, levies and imposition thereof shall be paid and borne by the Party hereto of the Second Part. In the event so required, the Party hereto of the Second Part shall also cause to be prepared necessary revised Plans and Drawings and have the same duly signed by the Party hereto of the First Part and/or executed by the Constituted Attorney of the Party hereto of the First Part.
- 2.3. It is further agreed between the parties that the Developer shall complete construction of a building/s within a period of stipulated in the Plan or revised plan, if any and subject to the period allowed in this Agreement and subject to the force Majeure clauses.
- 2.4. It is further provided that if for any reason the second party cannot start/complete construction due to any act of the party of the First part and/or any unavoidable delay due to natural acts of God or otherwise for any other reasons of non-supply or shortage of labour or materials or legal obstacles/injunction or otherwise, then in that case the period during which the construction could not take place shall be added to the period as allowed by the Plan.
- 2.5. In any event the Second part shall also be allowed a grace period of 6(six) months at the end of period stipulated in the plan.
- 2.6 Unless prevented by any act of God, natural calamity, riot, war, civil commotion or unrest, strike, statutory and/or judicial preventive orders and not caused because of any act, deed and thing on the part of the Party of the Second Part or on any other unforeseen and unavoidable ground or grounds beyond the control of the Party hereto of the Second Part, the erection and construction of the said building at the said Premises including all grounds job shall be completed within the date of the period stipulated in the Plan or revised plan, if any and subject to the period allowed in this Agreement and subject to the force Majeure clauses and approval of the Plans and Drawings

by the concerned Authority and after the date of starting of construction as above stated. This clause shall however not be effective to the extent the developer stops construction for reasons of shortage of Materials Labour etc.

2.7 If the Party of the Second Part cannot carry the work of construction due to any legal proceedings initiated against the owners or the Developer in any manner whatsoever as mentioned below:-

- a) Due to any injunction on the Owner.
- b) If there is any proceeding due to the Non-Mutataion of the premises with the Block Land & Land Reforms department.
- c) If there is any other suit or proceeding against the Developer for any reason thereby hindering the work of construction.

Provided However that any period of delay due to the fault of the Developer shall not be allowed as a relaxation of the period of construction.

2.8 If the Second Part cannot carry on construction due to any of the reasons as mentioned above then in that case the period of delay caused due to such reasons shall also be added to the period stipulated in the plan.

2.9 The said building will be constructed erected and completed with such standard materials and/or specifications and the quality and workmanship shall be such as are normally provided for in first class residential building and more fully described the **THIRD SCHEDULE** mentioned hereunder.

2.10 The Party hereto of the Second Part shall construct and complete the Building/s under its direct supervision and control and in compliance with all statutory Regulations and Building Rules. In the event the Party hereto of the Second Part assigns or sub-contracts any part of the work, it shall ensure incorporation of the above restrictions and compulsive stipulations contained herein or otherwise required to be observed and performed in accordance with law for due compliance. Notwithstanding the above, the Party hereto of the Second Part shall remain ultimately responsible and liable for fulfillment of the terms and obligations and expenses contained herein.

2.11 All costs, charges, cess, levies, impositions, statutory payments, building materials, permissions, licences, quotas and other requirements for erection, construction and completion of the buildings shall be paid and borne by the party hereto of the second Part and the Party hereto of the first Part shall have no responsibility and/or liability towards payment of any costs, charges and expenses by whatever name called relating to and/or arising there from in any manner of whatsoever nature.

2.12 The Party of the First Part has agreed to grant the exclusive right of development in respect of the entirety of the said Premises and the Party of the Second Part alone shall be liable and agrees to incur all costs charges and expenses as may be necessary and/or required for construction erection and completion of the said building and from the date of making over possession of the said Premises by the Party of the Second Part shall remain fully responsible and/or liable for payment on account of the Municipal rates taxes surcharges and other outgoings payable in respect of the said premises and after possession is delivered of the said building to the first Part/prospective purchasers the First Party shall be liable to make payment of the Municipal rates taxes and other outgoings payable in respect of the said building.

2.13 During the course of construction and erection of the Buildings, if any loss or injury or damage being caused of any nature including injury and/or damage to any person or persons or property or any loss of life, the Party hereto of the Second Part shall be responsible for the same and the consequences arising there from in all respect. All actions, proceedings and consequences arising there from shall be attended to, defended, prosecuted and complied with by the Party hereto of the Second Part at its own costs and expenses and shall keep the Party hereto of the First Part indemnified from all or any loss, damages, costs, and consequences suffered or incurred there from, provided however, the Party hereto of the Party hereto of the First Part shall, as and when required, extend its full co-operation and assistance to the Party hereto of the Second Part.

2.14 All labourers, workmen, supervisors and other employees or persons by whatever definition employed, engaged, deputed, appointed or required for

erection, construction and completion of the buildings shall be regarded as the Party hereto of the Second Part's workmen and the Party hereto of the First Part shall have no concern with them and shall not be responsible or liable for meeting any obligations in any manner whatsoever.

2.15 Subject to stipulations contained in Clause heretofore and due compliance of its obligations by the Party hereto of the First Part, the Party hereto of the Second Part shall complete the Building as well as Common Areas & Facilities and make the same fully habitable for user within the time specified heretofore.

2.16 Soon after the allocated portions of the Building is complete in entirety the Party hereto of the Second Part shall cause notice thereof being served upon the Party hereto of the First Part asking it to take possession of the owners allocation within 15 days from the date of receipt of the Notice failing which the First Part shall be deemed to have received possession. The Second Part shall however provide a certificate from the Registered Architect along with the notice that the Building has been constructed in accordance with the plan sanctioned by the Kolkata Municipal Corporation and also in accordance with the specifications more fully described in the Third Schedule mentioned hereunder .

2.17 Subsequent to completion of the building, the parties hereto, directly and/or through their nominated body shall exclusively look after, maintain its Building and deal with all common affairs of the Premises.

2.18 On and from the date of completion of its possession the Party hereto of the first Part and/or its nominee(s) and/or allottees, as the case may be, shall be responsible and liable for payment of maintenance charges including payment of all rate and taxes. Levies, impositions and outgoing whatsoever payable in respect of the said allocated portion and every part thereof. In addition thereto, the Party hereto of the First Part and/or its nominee(s) and/or allottees, as the case may be, shall also be, responsible and liable to pay and bear all common costs and expenses including but not excluding

proportionate part or share of security salaries to the security company directly, water reservoir, deep tube well, main gate and drainage.

2.19 Both the parties hereto are entitled to enter into agreements with the buyers of the various flats unit's apartments, office/shop/car parking spaces /Godowns or otherwise and/or other constructed spaces of the building in respect of their respective share of Allotment.

2.20 The format of the Agreement for sale and the Deed of Conveyance, that shall be ultimately required to be executed and registered by the Party hereto of the First Part and the Second Part in favour of its purchaser/s and/or its nominee or nominees in respect of and/or relating to the respective Allocated portions of the Building of the Party hereto of the Second and First Part and/or any part thereof, shall be prepared by the Party hereto of the Second Part and within the time frame specified hereinafter and shall cause the draft indenture of Conveyance to be approved by the Party hereto of the First Part. All Deeds of Conveyances that shall be ultimately executed unto and in favour of the Party hereto of the First /Second Part and/or its nominee or nominees in respect of and/or relating to the Allocated portions of the Building of the Party hereto of the First/Second Part and/or any part thereof shall be in consonance with the approved format.

2.21 It is hereby again clarified that both the parties shall sign each and every page of the approved Format for Agreement for sale and the Deed of Conveyance and none of the parties shall make any changes thereto without obtaining prior approval of each other in writing.

2.22 It is however agreed that both parties shall appoint their own Lawyers who shall proceed with the drafting of Agreement for sale and the Deed of Conveyance as per the format approved and shall not make any changes whatsoever in any manner whatsoever.

2.23 The Stamp Duty, Registration Charges and other incidental expenses thereto for execution and registration of the Deed of Conveyance/s in respect

of the flats units apartments constructed spaces and car parking spaces forming will be paid borne and discharged by the Party of the Second Part and/or its intending Purchasers and incase of First part by the First part and/or their nominee/s.

2.24 The Party of the Second Part upon request of the First part shall join as the Developer/Confirming party in respect of conveyances executed and registered by the party of the First Part in respect of their Allocation . It is however agreed by the Second part that the First part shall receive the entire consideration money payable thereon but all payments regarding Security Deposit, Electricity Deposit, Maintenance Deposits , Deposit on account of Taxes payable before Apportionment , generator deposits, sinking fund and all or any other deposit or other expenses incurred for the Building and collected in common by the Developer shall be paid directly to the Developer by the Purchaser/Nominee/s of the First part.

2.25 It is further agreed that incase of any changes/additions /alterations /reconstructions /Extra work/extra Finish or any addition of Value made in any of the Flat in the new building made by the Developer at the instance of the purchaser shall be paid for directly by the purchaser to the Developer irrespective of the fact whether the Flat is sold from the owners or the Developers Allocation. It is again clarified all costs as incurred by the Developer for the above shall be paid directly to the Developer/Second Part by the prospective purchaser of the Flat.

The Developer shall however provide details of estimates for extra work or additions to the owner /First part for all requests made by the Owner/First part for their portion of Purchasers.

2.26 It is further agreed that the Developer shall take all actions at its own cost for any legal disputes arising in future provided however that any dispute relating to the said entire premises /property by any erstwhile occupier of the said land and/or any disputes arising and related to the faults of the owner shall be taken care by the Owner/First Part. However, for any reason if the

First part does not take steps for contesting and clearing all or any legal suits/proceedings or otherwise initiated against the First part within a period of 30 (Thirty) days from the date of such happening taking place the Developer herein shall be entitled to take steps for clearing the same at the costs and expenses of the owner.

3. **OBLIGATIONS on the part of the PARTY HERETO OF THE FIRST PART:**

- 3.1 Subject to payment of Security amount as provided hereafter, immediately upon execution of these presents, the Parties hereto shall extend co-operation to each other for obtaining necessary No objection certificates from the Urban Land Ceiling Authorities, if required so as to enable the Party hereto of the Second Part to apply for appropriate permissions and approval for erection, construction and completion of the buildings at the said Premises, in accordance with law. The cost of the same will be borne by the First Party.
- 3.2 The First Part shall immediately after the signing of this Agreement cause to take steps for registration of this Development Agreement and also register a Power of Attorney in favour of the party of the Second Part.
- 3.3 The Party of the First Part shall simultaneously with the signing of this Agreement will grant a power of attorney in favour of the Party of the Second Part to enable the Party of the Second Part to undertake construction erection of the said Project within the period stipulated in the plan and as per the other terms stated in this Agreement and such power of attorney will remain in full force and effect and shall remain irrevocable till completion of construction and the Developers disposing their entire allocation and till further period as the developer may notify.

It is hereby agreed that if any breach is committed by the Developer or vice-versa then the other party shall give notice for remedy of the said breach of

the terms and conditions hereof within 30 (Thirty) days from the date there from failing which each party shall be at liberty to take action thereon.

- 3.4 As and when called upon by the Party hereto of the Second Part, the Party hereto of the First Part shall sign and execute the Plans, Drawings, Elevations, Sections, Forms, Applications and all other papers and instruments, verify and affirm required Affidavits and Declarations or otherwise as may be required from time to time for permissions, approvals, sanction, consent, quota, licence or otherwise relating to or arising out of construction, erection and completion of the building at the said Premises or as may be required from time to time by the Party hereto of the Second Part, without any delay, refusal, claim or demand.
- 3.5 The Party hereto of the First Part shall provide the Party hereto of the Second Part and/or its authorized Nominee with all appropriate powers as are or may be required in connection with construction, erection and completion of the buildings as well as for representing it before all concerned Authorities including execution of all relevant papers, documents, instruments, deeds, writings in accordance with law.
- 3.6 Till the date of delivery of vacant peaceful possession of the said Premises and every part thereof to the Party hereto of the Second Part, all taxes, levies, impositions and outgoing relating to and arising out of the said Premises shall be paid and borne by the Party hereto of the First Part (i.e) Till the date of registration of this document and power of attorney) and it shall remain responsible for the same including that may be subsequently determined for the said period and keep the Party hereto of the Second Part duly indemnified against all or any claim, demand, certificate, or liability, penalty, cost, expenses, prejudice or damages, if any incurred or suffered by the said Party hereto of the Second Part therefor.
- 3.7 During the course of erection, construction and completion of the said building, the Party hereto of the First Part, directly or through any of its representative shall not cause any impediment, obstruction or hindrance

relating to the progress or construction, erection and completion of the buildings provided that the interest of the First part is not jeopardized in anyway and the First Party shall provide and extend full co-operation, support and assistance to the Party hereto of the Second Part so as to ensure timely completion of the said building as per law.

- 3.8 On receipt of the notice from the Party hereto of the Second Part intimating completion of its allocated portions of the Building and Building will be completed within the period stipulated in the plan and as per the other terms stated in this Agreement and the Party hereto of the First Part shall within **15 (fifteen) days** take possession thereof and irrespective of possession being obtained or not, effective from the **16th** day of the Notice being served, the Party hereto of the First Part shall be responsible and liable for payment of all proportionate levies, impositions, taxes, outgoing, expenses and charges referred to hereafter or that may be levied or imposed upon in future.
- 3.9 Subject to Party hereof the Second Part fulfilling its obligations the Party hereto of the First Part shall within **15 (fifteen) days** from the date of production of the Draft form of Indenture of Conveyance by the Party hereto of the Second Part, approve the same. The Party hereto of the Second Part shall, as and when required, apply for and obtain required permissions and/or no objections from the concerned Authorities, if any, at its own costs and expenses and as and when called upon by the Party hereto of the Second Part, the party of the First Part shall execute and register appropriate Indenture of Conveyance(s) [in consonance with the approved draft] unto and in favour of the Party hereto of the Second Part and/or its appointed nominee or nominees, as the case may be, and admit execution thereof before the Registering Authorities without making any claim or demand of whatsoever nature, subject to however, all costs, charges and expenses relating to Stamp Duty, Registration and all additional costs of and incidental thereto be paid and borne by the Party hereto of the Second Part and/or its concerned nominee or nominees, as the case may be.

- 3.10 The Party of the First Part states on record that they have not entered into any Agreement for sale/Development Agreement or any other agreement for transfer of the premises being the subject matter herein nor has ever caused to transfer any portion of the building.
- 3.11 The Party of the First Part states on record that they shall not cause to enter into any Agreement for sale/Development Agreement or any other agreement for transfer of any portion of the premises being the subject matter herein at anytime during the pendency of this Agreement.
- 3.12 The Party of the First Part states on record that they have not mortgaged and or done anything to affect the Building in anyway and the premises is free from all encumbrances ,charges,liens,lispendens of whatsoever and howsoever nature .
- 3.13 The First party further states that it will not encumber or transfer the said Premises or any portion thereof and the Party of the First Part agrees and undertakes not to cause any hindrance and/or obstruction whatsoever or howsoever in any manner by court injunction or otherwise do anything to cause any delay in execution of this Agreement .
- 3.13.1 On and from 16th day of service of notice of completion of Building which will be completed within the period stipulated in the plan and as per the other terms stated in this Agreement and until separate apportionment by the Municipal Authority, the Party hereto of the First Part and/or its nominee(s) and/or allottees, as the case may be, shall be responsible and liable for payment of maintenance charges of the allocated portions including payment of all rates and taxes, levies, impositions and outgoing whatsoever payable in respect of the said allocated portions and every part thereof. In addition thereto, the Party hereto of the First Part and/or its nominee(s) and/or allottees, as the case may be, shall also be responsible and liable to pay and bear proportionate part or share of all costs, charges, levies, impositions and expenses relating to Common areas and facilities,

Common services as well as towards its maintenance and upkeep thereof, without any default, delay or abatement.

3.13.2 That all the original deeds / all original title deeds of the said property whereon or on part thereof the said building is to be erected or constructed shall be kept with the Developer for the inspection of the intending buyers/purchasers and or their agents or banks or Institutions or otherwise as may be required by any concerned Authority.

3.13.3 That if there be any rates, taxes, in arrear and/or any liability up to the date of starting the constructional work of the building in respect of the said property and whether levied or not shall be paid by the First part and all taxes applicable after the date of construction shall be paid by the second part .

3.13.4 That during the period of construction of the project or during the subsistence of this Agreement the First party shall not transfer by way of lease sale, mortgage or gift or otherwise transfer the whole or any portion of the said property to any person/persons.

3.13.5 That the First part do hereby agree and consent that the Developer shall have the right to advertise, fix hoarding or signboards or any kind relating to the publicity of the sale of the flats and other constructed portion of the said new building to be constructed on the 'said property' provided however that the same should be done without causing any aerial encroachment of the owners allocation /putting hoardings on the Flats owned by the owner.

3A. ALLOCATION BETWEEN THE FIRST PART AND THE SECOND PART :-

1. It is hereby agreed between the parties that the party of the First part shall be entitled to **40 (Forty)** % of the total constructed areas in the Building and the party of the Second part shall be entitled to the balance **60 (Sixty)** % constructed areas in the Building as sanctioned by the Kolkata Municipal Corporation.

2. The allocations of Flats and other areas made to the First and Second part will be decided mutually after sanction of the plan by the Kolkata Municipal Corporation.

If there will be any problem in allocation due to the size of the flat the excess area will be settled and Adjusted between the parties as per prevailing market rate.

3. It is further agreed that incase the parties cannot for any reason divide the areas between them then in that case the entire areas shall be sold jointly and the proceeds received from such sale shall be divided among them in the ratio of **40 (Forty) %** of the total constructed areas in the Building to the **First** part and **the Second Part** shall be entitled to the balance **60 (Sixty) %** to the second part.
4. It is further agreed that all the undivided common portions of the building including Roof shall also remain the property of both the First and second part in proportion of their sharing ratio that is 40% and 60%. It is further agreed that the Second part herein shall also be entitled to bring any further construction on the roof, if allowed in accordance with law. It is also agreed between the parties to either sell transfer the unsold portions or rent them out if mutually agreed between them.

4. SECURITY DEPOSIT / REFUNDABLE ADVANCES

In consideration of the rights and entitlements hereby granted to the Party hereto of the Second Part to develop, to erect, construct and promoting buildings at the said premises the Second Part has already paid to the party hereto of the first part as and by way of advance an amount of **Rs.1,00,00,000/- (Rupees one crore only)** as advance towards security amount to be adjusted against an area of 3572 (Three thousand five hundred seventy two) sq.ft built up area at the end of completion of this agreement/possession of owners allocation.

5. DEFAULT

- 5.1 As within the period stipulated in the plan and as per the other terms stated in this Agreement as stated above is the essence of the contract after

the sanction of plan, the construction of the whole premises will be completed within that period. However, if there is any delay then in that case the period of within the period stipulated in the plan and as per the other terms stated in this Agreement shall be suitably extended for such period of delay as already stated above .

- 5.2 If the Party hereto of the First Part commits any willful default or breach of any of its obligations contained in these presents or causes any impediment or hindrances in the subject matter of construction and/or completion of the building without sufficient cause and/or fails, refuses or neglects to either vacate the said Premises despite the Party hereto of the Second Part being ready and willing to perform its obligations, or fails or refuses to execute and register the Documents of Title relating to the Allocated portions of the Party hereto of the Second Part or any part thereof inspite of the Party hereto of the Second Part and/or its nominee(s) being ready and willing to perform their obligations, the Party hereto of the Second Part, without prejudice to its other rights and claims, be entitled to claim and the Party hereto of the First Part shall be duty bound to pay to the Party hereto of the Second Part all the losses or damages logically as incurred by the Second Part during the period of default or delay until the same is remedied, as reasonably required and the sum calculated as above shall be paid forthwith on demand by the Party hereto of the First Part.
- 5.3 The Second part shall however not commits willful default or breach of any of its obligations contained in these presents or causes any impediment or hindrances in the subject matter of construction and/or completion of the building without sufficient cause and/or fails, refuses or neglects the Second Part shall also be liable to pay damages at the rate of Rs.1000/- (one thousand) only per day during the period of default or delay until the same is remedied. If the same is not paid by the Developer it shall be adjusted against the Developer's allocation.
- 5.4 In the event of any default on the part of the Party of the Second Part in not completing construction within the period stipulated in the plan and as per the other terms stated in this Agreement after the sanctioned plan being received by the Second party , and if the second party causes a delay after

the grace period then in that case the second party shall also be liable to pay damages at the rate of Rs.1000/- (one thousand) only per day during the period of default or delay until the same is remedied subject however to the grace period and other Force majeure conditions being complied with and the period therein granted fully completed .

6. **COMMON OBLIGATIONS:**

6.1 The Parties hereto shall be entitled to deal with, sell, transfer, convey, assign and assure with their respective allocated portions or any part thereof, without any intervention, obstruction or hindrance on the part of each other subject to the terms and conditions contained herein and it shall be obligatory on the part of the Parties hereto to execute all required Deeds, Instruments or Indentures as may be reasonably required.

6.2 The land upon which the said building shall be erected and constructed and appurtenant thereto as also the Common areas and facilities to be provided for at the said building shall always remain common, impartiable, and undivided provided neither party indulges in unlawful and anti-national activities.

6.3 As from the date of completion of the said new building each of the intending purchasers shall hold their respective flats units apartments and car parking spaces subject to the following:-

(a) To pay punctually and regularly for their respective allocated portions and every part thereof, all rates, taxes, levies, fees, charges, impositions and outgoing and shall keep each other duly indemnified against all claims actions demands costs charges and expenses and proceedings whatsoever directly or indirectly suffered by or be paid consequent upon any default by the other.

- (b) To pay punctually and regularly respective proportionate part or share of water reservoir, deep tube well and drainage.
- (c) To abide by all laws, orders, and other statutory enactments and impositions, in accordance with law.
- (d) Until installation of separate meters at own costs and expenses for supply of electrical energy at the respective Units/Flats of the Buildings, to pay charges for consumption of electrical energy consumed from common pool and proportionate part of Common areas and facilities within the time as may be stipulated.
- (e) To comply with and observe all regulations that may be framed for proper and systematic management, maintenance, enjoyment and upkeep of the Premises and common areas and facilities.
- (f) To keep the common sewers, drains, pipes and other fittings and fixtures in good working condition and repair and in particular so as not to cause any damage to any of the buildings or any other part thereof.
- (g) To permit at all reasonable time the concerned authorized person(s) in charge of the maintenance of the said Premises to enter into any part of the Units/Flats of the Buildings and view and inspect the interiors thereof or for the purpose of repair or replacement of any common pipes, drains or installations and in course of the same if any other work or replacement or repair is found wanting, immediately on notice being served to that effect, to remedy the same at own costs and expenses.

- (h) To subscribe to and regularly pay for insurance of the Building.
- (i) To pay proportionately for capital expenditure of sewerage, drainage, deep tube well, reservoir, and main gate, boundary wall .
- (j) Not to use respective Buildings or permit to be used any part thereof for carrying on any illegal or immoral trade or activity or for any purpose which may cause any nuisance, annoyance or hazard to any part of the buildings or other occupiers thereof or to its neighbour or neighbouring Premises .
- (k) Not to create any disturbance or annoyance directly or indirectly either to the other co-occupiers of the Buildings or to the neighbours.
- (l) Not to store or keep any articles, dirt or refuse or garbage on any part of the Common area save and except the specified portion if so demarcated in writing.
- (m) Not to park or be permitted to park any vehicle in any part of the Common areas (save and except the respective allotted and marked Car parking Spaces) or obstruct or keep or store any article of whatsoever nature in any part of the Common areas or in any part thereof.
- (n) Not to do or permit to be done any acts, deeds or things which may prejudice the Insurance cover of the buildings.
- (o) Not to claim any additional right save and except that shall be provided in writings.

6.4 For a period of ten years, unless agreed upon otherwise by the parties hereto in writings, the Party of the Second Part shall remain responsible for maintenance of the common parts and portions and rendition of common services.

7. **MISCELLANEOUS**

7.1 The Parties have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe or constitute as partnership or an Association of persons.

7.2 It is understood that from time to time to facilitate the construction of the buildings by the Party hereto of the Second Part, various acts, deeds matters and things not herein specified may be required to be done, executed and performed and for which the Party hereto of the Second Part shall require adequate powers and authorities from the existing Owner and for such matters, the Party hereto of the First Part shall provide and authorize unto and in favour of the Party hereto of the Second Part and/or its nominated person as and when the same is or are required and called upon and to execute, sign all such additional applications and other papers and documents as may be required from time to time in accordance with law.

7.3 Each party shall be responsible and liable for their respective share of taxes and impositions relating to their respective Allocations from the date of handing over possession.

7.4 All or any notice required to be served by any party to the other, shall, without prejudice to any other mode of service available, be deemed to have been served on the other on the date of service if delivered by hand against due acknowledgement or on the sixth day from the date the same is sent by Registered post with Acknowledgement due at the address of the other.

7.5 The name of the Premises shall be decided by the Developer.

ARTICLE : XV = FORCE MAJEURE

1. The parties hereto shall not be considered to be liable for any obligation hereunder to the content that the performance of the relative obligations prevented by the existence of the "Force Majeure" and shall be suspended from the obligation during the duration of the "Force Majeure".

2. "Force Majeure" shall mean acts of god, flood, earthquake, riot, war, storm, tempest, civil commotion, strike, order of injunction, and/or any other act or commission beyond the control of the parties hereto.

8. **ARBITRATION**

8.1 All or any dispute and/or differences between the Parties hereto if arises relating to or arising out of the interpretation, effect, meaning, construction or import of this Agreement or their respective obligations, terms, stipulations, rights, liabilities, performance or otherwise by whatever name called shall be mutually resolved and on failure thereof the same shall be referred for adjudication in Arbitration in accordance with the provisions of Arbitration & Conciliation Act, 1996. While the each party shall appoint one Arbitrator each, the said two appointed Arbitrators shall nominate the Third Presiding Arbitrator. The Arbitrators shall be duly bound to give Speaking Awards and all sittings of the Arbitration proceedings shall be at Kolkata. The Arbitrators shall be at liberty to make and publish any interim decisions and directions which shall be duly complied with and implement.

8.2 It has been expressly agreed by and between the parties hereto that during pendency of any arbitration proceedings the same shall not absolute the Party of the Second Part from continuing with the work of construction with the intent and object that the said new building and/or buildings will be

completed in all respects within the period stipulated in the plan and as per the other terms stated in this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Land measuring 14 (Fourteen) cottahs 10 (Ten) Chittacks ,and 15(Fifteen) sq.ft more or less being situated under Mouza: Behala C.S & R.S Dag no: 286, C.S.Khatian no: 1927 , R.S.Khatian no: 3826 ,J.L. no: 2,R.S.no: 83, Touzi no: 346 , Police station : Behala District South 24 Parganas at present being numbered as premises no: 200.Parnasree Pally Road no: 1, ward no: 131, Borough no: 14 under the Kolkata Municipal Corporation together with all other rights of easement attached thereto, butted and bounded as follows:

- ON THE NORTH : 25 ft wide Road
- ON THE SOUTH : 30 ft wide Road
- ON THE EAST : 40 ft Wide Road
- ON THE WEST : Dag no-284 (Vacant Road

THE SECOND SCHEDULE ABOVE REFERRED TO

(COMMON AREAS COMMON FACILITIES AND COMMON EXPENSES)

The owner of the land, prospective purchasers, society or syndicate or Association shall allow each other the following easement and quasi-easements rights privileges etc.

- i) Land under the said building described in the Schedule herein before.
- ii) All sides spaces, spaces, paths, passages, drains ways in the land said building.
- iii) General lighting of the common portions and space for installations of electric meter in general and separate.

- iv) Drains and sewers from the building in the Municipal connection drains and/or sewerage.
- v) Stair case and staircases landing.
- vi) Lobbies in each floor.
- vii) Common septic tank.
- viii) Common water pump.
- ix) Common water reservoir.
- x) Water and sewerage eviction from the pipes of the every units, to drain and sewerage common to the said building.
- xi) Common electric line.
- xii) Lift facilities.
- xiii) Durwan and/or caretakers room , Meter Room ,common toilets
- Xiv) The boundary walls, entrances and exist points of the Premises, all passages and open spaces of the Premises required to be kept open under the law, Common space and/or spaces including the space meant Security Guards or any other space, utility or services as may mutually decide without affecting any one's individual rights or title.
- XV) All common installations, connections and serving facilities including water courses, ferrule, electrical power supply, common lights, telephone D. P. sewerage and water drains, gutters, pipes, cables, conduits, connections and common electrical wiring.
- xvi) Cost of Maintenance of Gardens in the buildings, community hall, Gymnasium, Games Rooms, Lounge areas, Indoor games Rooms, , Lobby maintenance,

[Common Expenses for Common Areas]

1. Expenses of maintaining, cleaning, repairing, painting, redecorating, replacement, reconstruction, etc. of the Common areas and facilities.
2. The cost of electricity charges for common facilities including lighting the Common passages, Car Parking Areas, Security Guards Room.
2. The cost of working, maintenance, repair, replacement of tube well, common equipment, lights, etc.
3. The costs of the salaries of caretakers, sweepers, personnel, as may be employed from time to time.
4. Capital or recurring expenditure for replacement, renovation, installations of all or any item comprised in the general common areas and facilities.
5. Capital or recurring expenditure for replacement and/or repair of such common utilities.
6. The costs of others as may be necessary and incumbent including creation of reserve fund, or otherwise.
7. All or any other areas as may be deemed to be common areas as stated by the Developer.

THE THIRD SCHEDULE ABOVE REFERRED TO

(SPECIFICATION)

Internal Specifications - changes in bold / stike through / underlined

Wall Finish	Interior – Conventional brickwork with Cement
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	Putty
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Flooring	Master Bedroom - Tiles / Marbles Tiles
	Other Bedrooms - Tiles / Marbles Tiles
	Living / Dining / Balcony - Tiles / Marbles Tiles

Kitchen	Granite Platform
	Stainless Steel sink with drainage board
	Dado tiles upto 2 ft above the counter/platform
	Elect. Point for refrigerator, water purifier & exhaust fan

Toilet	Sanitaryware fittings of Hindustan, Parryware or equivalent
	Anti skid vitrified tiles in flooring
	Glazed tiles on the walls upto door height
	CP fittings of /Jaquar / or equivalent
	Electric point for geyser & exhaust fan
	Plumbing provision for hot & cold water line

Doors & Windows	Main Door - Flush door polished with decorative handles, night latch and eyepiece
	Internal Doors - flushed panel doors fittings with handles & door stoppers.
	.kitchen Door - Flush Door
	<u>Windows - Openable Aluminum powder coated good section</u>

Electricals	Modular Switches
	Ample necessary electrical points all across the flat .
	PVC conduit pipe concealed copper wiring with central MCB/RCB of repute brand
	Cable T.V & Telephone connections in each flats

EXTERNAL SPECIFICATIONS: changes

Elevation	<u>Modern Aesthetic Elevation ..</u>
	<u>Decorated Lift Wall panel</u>

Staircase & Floor Lobby	Good Quality Kota stone in staircase
	Tiles/marbles/granite in each floor lobby
	Modern decorative railing
Elevators	Automatic Lifts with latest & modern rescue system of good company

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

SIGNED SEALED AND DELIVERED

by the within named **FIRST PART** at
Kolkata in the presence of :-

1. Sudip Singh.

2. Joyan Chatterjee

Sushil Chandra Ghosh

Debasmita Ghosh

Bakul Bose,

Kaishona Chakrabarti

Shafali Ghosh

Mukul Ghosh

SIGNATUR OF OWNERS

Drafted by me
Mainu Krishna Kundu (Adv)
S.C. Court
Kolkata.
WB-320/1996.

SIGNED SEALED AND DELIVERED

by the withinnamed **SECOND PART** at
Kolkata in the presence of :-

Sushil Chandra Ghosh

1.

2.

LUCID TOWERS PVT. LTD.

Sushil Chandra Ghosh

Director

SIGNATURE OF DEVELOPERS

Memo Of Consideration

RECEIVED from the within named Purchaser the within mentioned sum of Rs.45,00,000/- (Rupees Forty five lacs only) being the agreed amount of adjustable advance money payable under these presents as per the memo of consideration stated hereunder :

DATE	RTGS/Chq/P.O	NAME OF THE BANK	BRANCH	AMOUNT
10-07-15	508141	ICICI	R.N. Mukherjee Rd	Rs. 18,50,000 = 00
v	508142	"	Kallol	18,50,000 = 00
v	508143	"	"	2,00,000 = 00
v	508138	"	"	2,00,000 = 00
v	508139	"	"	2,00,000 = 00
v	508140	"	"	2,00,000 = 00

(Rupees forty five lac) only

Rs. 45,00,000/-

Witness:

1. Sudip Singh.
21, Hemant Barsh Sarami
Kal - 700001.

2. Jagan Chatterjee

Sushil Chandra Ghosh
Subodh Ghosh
Bakul Bose.

Keishora Chosal

Shefali Bhownick
Mukul Ghosh

2015

DATED THIS DAY OF

DEED OF CONVEYANCE

BETWEEN

SRI SUSHIL CHANDRA GHOSH & ORS.

OWNERS/VENDOR

AND

M/S LUCID TOWERS PVT. LTD.

PURCHASER



S.K.DAGA(ADVOCATE),

2, GARSTIN PLACE































1ST FLOOR

KOLKATA - 700 001





































PH : 22313145/46 /22439138

SPECIMEN FORM FOR TEN FINGER PRINTS













No.	Signature of the executant and/or purchaser / Presentants
1.	<div style="display: flex; align-items: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-family: cursive; font-size: 1.2em; margin-right: 10px;">Bakul Bose</div>  </div>
2.	<div style="display: flex; align-items: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-family: cursive; font-size: 1.2em; margin-right: 10px;">Kishna Chahal</div>  </div>
3.	<div style="display: flex; align-items: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-family: cursive; font-size: 1.2em; margin-right: 10px;">Sri Biswajit Bhattacharya</div>  </div>

				
LITTLE	RING	MIDDLE	FORE	THUMB
LEFT HAND				
				
THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND				
				
LITTLE	RING	MIDDLE	FORE	THUMB
LEFT HAND				
				
THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND				
				
LITTLE	RING	MIDDLE	FORE	THUMB
LEFT HAND				
				
THUMB	FORE	MIDDLE	RING	LITTLE
RIGHT HAND				

SPECIMEN FORM FOR TEN FINGER PRINTS

Sl. No.	Signature of the executant and/or purchaser / Presentants										
1.	 <div style="display: flex; justify-content: center; align-items: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small; margin-right: 5px;">Director</div>  </div>										
		LITTLE	RING	MIDDLE	FORE	THUMB	LEFT HAND				
											
		THUMB	FORE	MIDDLE	RING	LITTLE	RIGHT HAND				
2.	 <div style="display: flex; justify-content: center; align-items: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small; margin-right: 5px;">Sushil Chandra Ghosh</div>  </div>										
		LITTLE	RING	MIDDLE	FORE	THUMB	LEFT HAND				
											
		THUMB	FORE	MIDDLE	RING	LITTLE	RIGHT HAND				
3.	 <div style="display: flex; justify-content: center; align-items: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small; margin-right: 5px;">Debendra Ghosh</div>  </div>										
		LITTLE	RING	MIDDLE	FORE	THUMB	LEFT HAND				
											
		THUMB	FORE	MIDDLE	RING	LITTLE	RIGHT HAND				

SPECIMEN FORM FOR TEN FINGER PRINTS

No.	Signature of the executant and/or purchaser / Presentants					
1.		 LITTLE	 RING	 MIDDLE	 FORE	 THUMB
		LEFT HAND				
		 THUMB	 FORE	 MIDDLE	 RING	 LITTLE
		RIGHT HAND				
2.						
		LITTLE	RING	MIDDLE	FORE	THUMB
		LEFT HAND				
		THUMB	FORE	MIDDLE	RING	LITTLE
		RIGHT HAND				
3.						
		LITTLE	RING	MIDDLE	FORE	THUMB
		LEFT HAND				
		THUMB	FORE	MIDDLE	RING	LITTLE
		RIGHT HAND				







Seller, Buyer and Property Details

A. Land Lord & Developer Details



Land Lord Details

SL No.	Name, Address, Photo, Finger print and Signature		
1	<p>Shri SUSHIL CHANDRA GHOSH Son of Late SACHINDRA MOHAN GHOSH 20, SWAMIJI ROAD, P.O:- PARNASHREE, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ADYPG4636R, Status : Self Date of Execution : 11/07/2015 Date of Admission : 11/07/2015 Place of Admission of Execution : Office</p>	 7/11/2015 12:53:54 PM hrs	 LTI 7/11/2015 12:54:22 PM hrs
		 7/11/2015 12:54:43 PM hrs	
2	<p>Shri DEBABRATA GHOSH Son of Late SACHINDRA MOHAN GHOSH 20, SWAMIJI ROAD, P.O:- PARNASHREE, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AVWPG0228P, Status : Self Date of Execution : 11/07/2015 Date of Admission : 11/07/2015 Place of Admission of Execution : Office</p>	 7/11/2015 12:52:01 PM hrs	 LTI 7/11/2015 12:52:25 PM hrs
		 7/11/2015 12:53:18 PM hrs	




Land Lord Details

SL No.	Name, Address, Photo, Finger print and Signature		
3	<p>Ms MUKUL GHOSH Daugther of Late SACHINDRA MOHAN GHOSH 20, SWAMIJI ROAD, P.O:- PARNASHREE, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. AWHPG5665Q, Status : Self Date of Execution : 11/07/2015 Date of Admission : 11/07/2015 Place of Admission of Execution : Office</p>	 7/11/2015 12:50:25 PM hrs	 LTI 7/11/2015 12:50:48 PM hrs
		<p align="center"><i>Mukul Ghosh</i></p> <p align="center">7/11/2015 12:51:07 PM hrs</p>	
4	<p>Smt KRISHNA GHOSAL (Alias: Smt KRISHNA GHOSH) Wife of SUKUMAR GHOSAL 20, SWAMIJI ROAD, P.O:- PARNASHREE, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, Status : Self Date of Execution : 11/07/2015 Date of Admission : 11/07/2015 Place of Admission of Execution : Office</p>	 7/11/2015 12:58:15 PM hrs	 LTI 7/11/2015 12:58:36 PM hrs
		<p align="center"><i>Krishna Ghosal</i></p> <p align="center">7/11/2015 12:59:34 PM hrs</p>	
5	<p>Smt BAKUL BOSE (Alias: Smt BAKUL GHOSH) Wife of Shri AMAL NARAYAN BOSE NABA PALLY, 22 BIGHA, P.O:- THAKURPUKUR, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. BEXPOB4401, Status : Self Date of Execution : 11/07/2015 Date of Admission : 11/07/2015 Place of Admission of Execution : Office</p>	 7/11/2015 12:56:31 PM hrs	 LTI 7/11/2015 12:56:52 PM hrs
		<p align="center"><i>Bakul Bose</i></p> <p align="center">7/11/2015 12:57:34 PM hrs</p>	

Land Lord Details

SL No.	Name, Address, Photo, Finger print and Signature		
6	<p>Smt SEFALI BHOWMIK Wife of Shri AMULYA BHOWMIK 10/10, SWAMIJI ROAD, P.O:- PARNASHREE, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, Status : Self Date of Execution : 11/07/2015 Date of Admission : 11/07/2015 Place of Admission of Execution : Office</p>	 <p>7/11/2015 1:00:15 PM hrs</p>	 <p>LTI 7/11/2015 1:00:39 PM hrs</p>
		<p><i>Shobali Bhowmik</i> <i>Bhowmik</i> 7/11/2015 1:03:59 PM hrs</p>	

Developer Details

SL No.	Name, Address, Photo, Finger print and Signature		
1	M/S. LUCID TOWER PVT LTD 21, HEMANT BASU SARANI, Flat No: ROOM NO-306, P.O:- G P O, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001 PAN No. AAACW8335R, Status : Organization Represented by representative as given below:-		
1(1)	Shri SUSHIL KUMAR AGARWAL, DIRECTOR Son of Late JUGAL KISHORE AGARWAL 17, ROWLAND ROAD, P.O:- BALLYGUNGE, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700020 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ACUPA0264E, Status : Representative Date of Execution : 11/07/2015 Date of Admission : 11/07/2015 Place of Admission of Execution : Office	 7/11/2015 12:55:19 PM hrs	 LTI 7/11/2015 12:55:38 PM hrs
		 7/11/2015 12:55:49 PM hrs	

B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Mr TOPAN CHATTERJEE Son of Late D P CHATTERJEE 36, MOHARANI INDIRA DEVI ROAD, P.O:- PARNASHREE, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India,	Shri SUSHIL CHANDRA GHOSH, Shri DEBABRATA GHOSH, Ms MUKUL GHOSH, Smt KRISHNA GHOSAL, Smt BAKUL BOSE, Smt SEFALI BHOWMIK, Shri SUSHIL KUMAR AGARWAL	 7/11/2015 1:05:32 PM hrs

C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details

Land Details

Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Pamashree Pally Road (I,II,III,IV), , Premises No. 200, Ward No: 131		14 Katha 10 Chatak 15 Sq Ft	1,00,00,000/-	2,87,65,988/-	Proposed Use: Bastu, Width of Approach Road: 40 Ft.,

Transfer of Property from Land Lord to Developer

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area In(%)
L1	Ms MUKUL GHOSH	M/S. LUCID TOWER PVT LTD	4.0276	16.6667
	Shri DEBABRATA GHOSH	M/S. LUCID TOWER PVT LTD	4.0276	16.6667
	Shri SUSHIL CHANDRA GHOSH	M/S. LUCID TOWER PVT LTD	4.0276	16.6667
	Smt BAKUL BOSE	M/S. LUCID TOWER PVT LTD	4.0276	16.6667
	Smt KRISHNA GHOSAL	M/S. LUCID TOWER PVT LTD	4.0276	16.6667
	Smt SEFALI BHOWMIK	M/S. LUCID TOWER PVT LTD	4.0276	16.6667

D. Applicant Details

Details of the applicant who has submitted the requisition form

Applicant's Name	SANJAY DAGA
Address	2, GRASTIN LANE, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001
Applicant's Status	Advocate

Office of the A.R.A. - I KOLKATA, District: Kolkata
Endorsement For Deed Number : I - 190105645 / 2015

Query No/Year	19011000173333/2015	Serial no/Year	1901005456 / 2015
Deed No/Year	I - 190105645 / 2015		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Shri SUSHIL KUMAR AGARWAL	Presented At	Office
Date of Execution	11-07-2015	Date of Presentation	11-07-2015

Remarks

On 10/07/2015

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,87,65,988/-

(11)

(Dinabandhu Roy)

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
Kolkata, West Bengal

On 11/07/2015

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

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

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

Presented for registration at 12:19 hrs on : 11/07/2015, at the Office of the A.R.A. - I KOLKATA by Shri SUSHIL KUMAR AGARWAL ..

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

Execution is admitted on 11/07/2015 by

Shri SUSHIL CHANDRA GHOSH, Son of Late SACHINDRA MOHAN GHOSH, 20, SWAMIJI ROAD, P.O: PARNASHREE, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, By caste Hindu, By Profession Business

Indetified by Mr TOPAN CHATTERJEE, Son of Late D P CHATTERJEE, 36, MOHARANI INDIRA DEVI ROAD, P.O: PARNASHREE, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, By caste Hindu, By Profession Others

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

Execution is admitted on 11/07/2015 by

Shri DEBABRATA GHOSH, Son of Late SACHINDRA MOHAN GHOSH, 20, SWAMIJI ROAD, P.O: PARNASHREE, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, By caste Hindu, By Profession Business

Indetified by Mr TOPAN CHATTERJEE, Son of Late D P CHATTERJEE, 36, MOHARANI INDIRA DEVI ROAD, P.O: PARNASHREE, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, By caste Hindu, By Profession Others

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

Execution is admitted on 11/07/2015 by

Ms MUKUL GHOSH, Daughter of Late SACHINDRA MOHAN GHOSH, 20, SWAMIJI ROAD, P.O: PARNASHREE, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, By caste Hindu, By Profession House wife

Indetified by Mr TOPAN CHATTERJEE, Son of Late D P CHATTERJEE, 36, MOHARANI INDIRA DEVI ROAD, P.O: PARNASHREE, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, By caste Hindu, By Profession Others

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

Execution is admitted on 11/07/2015 by

Smt KRISHNA GHOSAL, Alias Smt KRISHNA GHOSH, Wife of SUKUMAR GHOSAL, 20, SWAMIJI ROAD, P.O: PARNASHREE, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, By caste Hindu, By Profession House wife

Indetified by Mr TOPAN CHATTERJEE, Son of Late D P CHATTERJEE, 36, MOHARANI INDIRA DEVI ROAD, P.O: PARNASHREE, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, By caste Hindu, By Profession Others

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

Execution is admitted on 11/07/2015 by

Smt BAKUL BOSE, Alias Smt BAKUL GHOSH, Wife of Shri AMAL NARAYAN BOSE, NABA PALLY, 22 BIGHA, P.O: THAKURPUKUR, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700104, By caste Hindu, By Profession House wife

Indetified by Mr TOPAN CHATTERJEE, Son of Late D P CHATTERJEE, 36, MOHARANI INDIRA DEVI ROAD, P.O: PARNASHREE, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, By caste Hindu, By Profession Others

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

Execution is admitted on 11/07/2015 by

Smt SEFALI BHOWMIK, Wife of Shri AMULYA BHOWMIK, 10/10, SWAMIJI ROAD, P.O: PARNASHREE, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, By caste Hindu, By Profession House wife

Indetified by Mr TOPAN CHATTERJEE, Son of Late D P CHATTERJEE, 36, MOHARANI INDIRA DEVI ROAD, P.O: PARNASHREE, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, By caste Hindu, By Profession Others

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

Execution is admitted on 11/07/2015 by

Shri SUSHIL KUMAR AGARWAL, DIRECTOR, M/S. LUCID TOWER PVT LTD , 21, HEMANT BASU SARANI,
Flat No: ROOM NO-306, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001
Identified by Mr TOPAN CHATTERJEE, Son of Late D P CHATTERJEE, 36, MOHARANI INDIRA DEVI ROAD,
P.O: PARNASHREE, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, By caste
Hindu, By Profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,10,101/- (B = Rs 1,09,989/- ,E = Rs 28/- ,J = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 1,10,101/-

Payment of Stamp Duty

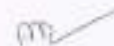
Certified that required Stamp Duty payable for this document is Rs. 40,071/- and Stamp Duty paid by Draft Rs 40,100/-, by Stamp Rs 100/-

Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 49667, Purchased on 10/07/2015, Vendor named P Chatterjee.

Description of Draft

1. Rs 40,100/- is paid, by the Draft(8554-16) No: 783990000426, Date: 10/07/2015, Bank: STATE BANK OF INDIA (SBI), DALHOUSIE SQUARE.



(Dinabandhu Roy)

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2015, Page from 31731 to 31784

being No 190105645 for the year 2015.



Digitally signed by DINABANDHU ROY
Date: 2015.07.17 15:16:40 +05:30
Reason: Digital Signing of Deed.

mm

(Dinabandhu Roy) 17-07-2015 3:16:39 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
West Bengal.

(This document is digitally signed.)



ADDITIONAL REGISTRAR
OF COMPANIES, KOLKATA
1 1 JUL 2016

ADDITIONAL REGISTRAR
OF ASSURANCE S-I, KOLKATA
11 JUL 2015

