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Certified that the document is admitted to registration. The Signature Sheet and Instrument Sheet when attached to this document are a part of this document.

A.D.R. Howrah

06 DEC 2018

DEVELOPMENT AGREEMENT

Date: 06/12/2018

Place: Howrah

Parties:

M/s. A & J Main & Co (Engineers) Private Limited, (PAN No. AACCA0869N) a private limited company incorporated under the Companies Act, 1956, having CIN No. 27525/1969 issued by the Registration of Companies, West Bengal, having its

নং _____ তার _____
ক্রম - শ্রী / শ্রীমতী _____
ঠিকানা _____
ঘূলা _____ তার _____ পত্র নং _____
স্বাক্ষর _____

অনুলিপি সরকার
হাওড়া ফানেলিগেট
হাওড়া কোর্ট কমপ্লাইন্স



Jayanta Das,
S/O Lt P. Das
59/60 Akhunda Rd
Salkia, Golabari
Howrah-6
Business

Additional District
Sub-Registrar, Howrah

06 DEC 2018

registered office at 20, O.C, Ganguly Street, P.S. – Bhabanipur, P.O. – Elgin Road, Kolkata – 700020, represented by its directors **Sri Raj Kumar Jaiswal (PAN No. ACSPJ0019N)** son of Late Ghamandi Jaiswal resident of 20, Round Tank Lane, P.S. and P.O. - Howrah, Howrah - 711101, and **Sri Ravi Birla (PAN No. AEIPB5797F)** son of Late Radhe Shyam Birla, resident of 11A, Dover Lane, P.S. - Lake, P.O. - Sarat Bose Road, Kolkata 700029, hereinafter referred to as **'the Owner'** (which term or expression shall unless excluded by or repugnant to the subject or context or meaning thereof mean and include successor or successors in interest and permitted assigns) of the **ONE PART;**

AND

M/s. Perival Construction LLP, PAN AAQFP6098A a Limited Liability Partnership incorporated under the Limited Liability Partnership Act 2005 vide registration no. AAC-9177 having registered office at 20B, British India Street, 5th Floor, Room No. 18, East India House, P.S. – Hear Street, P.O. – G.P.O, Kolkata - 700 069, represented by its Designated Partner **Sri Mahesh Perival, (PAN No. AFQPP6833D)**, son of Late Bijay Kumar Perival resident of P-27, Raja Basant Roy Road, P.S. – Lake, P.O. – Sarat Bose Road, Kolkata 700029, hereinafter referred to as **'the Developer'**, (which term or expression shall unless excluded by or repugnant to the subject or context or meaning thereof mean and include the partners for the time being of the said Partnership Firm and their respective heirs, executors, administrators and legal representatives) of the **OTHER PART;**

"Parties" shall mean collectively the Owner and the Developer and "Party" means either the Owner or the Developer individually.

WHEREAS the Owner is the sole, lawful, recorded and absolute owner of land admeasuring 230 (two hundred thirty) Cottahs together with structures erected thereon comprised in L.R Dag no. 78, 79 and 80, L.R. Khatian No. 23, Mouza Shibpur Sheet 140, Police Station Shibpur, District Howrah lying and situate at Premises No. 151, Andul Road Howrah, more fully described in the Second Schedule below and demarcated in Red on the Plan attached hereto (hereinafter also referred to as **'the Said Property'**). The manner in which the Owner has acquired title with regard to the Said Property is provided in the First Schedule below.

AND WHEREAS the Owner, with an intention to dispose of the Said Property, is interested to get the said property developed by way of construction of residential complex consisting of flats/apartments and other areas capable of being occupied independently;

AND WHEREAS the Owner does not have expertise and resources to develop or promote the said Property by way of construction of the said Complex comprising of several residential buildings and other areas and as such the Owner has approached the Developer with a proposal to develop the said Property;

AND WHEREAS the Developer has expertise and resources for construction and marketing and has worked out details in respect of the Development of the said property;

AND WHEREAS the Developer has agreed to develop the said Property by way of erection and construction of the said Complex comprising of residential buildings and other areas in terms of plan or plans to be sanctioned by the Competent Municipal authorities;

AND WHEREAS in view of what is stated hereinabove the Owner and the Developer have mutually agreed about the manner of development of the said Property by way of erection and construction of the said Complex and hereby record the terms and conditions in respect thereof as stated hereunder;

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

ARTICLE - I
INTERPRETATION

- 1.1 In this Agreement, unless there be something contrary or repugnant to the subject or context,
- i) **"Agreed Ratio"** shall mean the ratio of sharing or distribution in Realizations and several other matters referred to hereinbetween the Owner and the Developer which shall be 40.5% for the Owner and 59.5% for the Developer, respectively;

- ii) **"Agreement"** shall mean this Agreement along with all annexure and schedules attached hereto and all instruments supplemental to or in amendment or furtherance or confirmation of this Agreement, entered into in writing, in accordance with its terms contained herein;
- iii) **"Applicable Laws"** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;
- iv) **"Approvals"** shall mean and include any approvals, authorizations, permissions, no objection certificates, clearances, permits, sanctions, licenses, etc., in any form, whatsoever, including all renewals, revalidations, rectifications, revisions thereof and irrespective of its nomenclature which may be required under any Applicable Law from any Government Authority for sanction of Plans, construction, development, ownership, management, operation, implementation and completion of the Project, including any Completion Certificate and any Occupancy Certificate;
- v) **"Architect"** shall mean such person or persons and/or firm or firms who may be appointed by the Developer in consultation with the Owner from time to time at its own costs for preparation drawing and designing of the Plans and planning and supervision of the construction of the Complex at the Said Property and for all matters which are connected therewith and/or incidental thereto;
- vi) **"Club & Leisure Spaces"** shall mean and include such spaces constructed, furnished and identified as such for the purpose as Club, Lounge, Banquets, Theatre, Party Rooms, Kids' Zone and/ or Sports Club etc., which would generate revenue by way of membership fee and charges for use of various facilities and provision of food etc.

- vii) **"Common Areas, Installations and Facilities"** shall mean the areas, facilities and amenities in the new building(s) and/or the Said Property earmarked for common use and enjoyment of the Intending Transferees of the Units and shall include corridors, stairways, landings, lobbies, entrances, exits / gates, passageways, driveways, pathways, lifts, shafts / ducts, drains, sewers, pits, machine room, store room, caretaker room, electrical wires, generators, transformers, electric meters or other equipment rooms, common toilets, other spaces, overhead tank, ultimate roof, water tanks / reservoirs, pumps, motors, tube wells, pipes, plumbing, water filtration plant, periphery walls, parapet walls, projections, foundation, columns, supports, facilities, whatsoever, required for the use, enjoyment, establishment, maintenance and/or management of the new building(s) to be constructed at the Said Property and/or the common facilities or any of them, as the case may be;
- viii) **"Common Purposes"** shall mean and include the purposes of managing, maintaining and up-keeping of the Complex (and in particular the Common Areas, Installations and Facilities), rendition of services in common to the Intending Transferees, collection and disbursement of the common expenses and dealing with the matters of common interest of the Intending Transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Installations and Facilities, in common;
- ix) **"Completion"** in respect of the Project shall mean the completion of the Development of the Project as evidenced by the completion/ occupancy certificate issued by the appropriate statutory authority.
- x) **"Complex"** shall mean the blocks of new buildings comprising of various independent Units capable of being independently and exclusively held, used, owned and enjoyed by a person, to be constructed at the Said Property by the Developer in accordance with the Plans and, wherever the context so refers or permits, shall include the Parking Spaces, the Common Areas Installations and Facilities and other areas or spaces to

be constructed by the Developer at the Said Property and shall also include the land comprised in the Said Property;

- x) **"Developer's Allocation"** according to the context shall mean 59.5% (fifty-nine & half percent) of the Realizations to belong to the Developer and shall include the shares or portions in the Separately Allocable Areas allotted to the Developer and also include all other properties and rights belonging to the Developer in terms hereof;
- xii) **"Encumbrance"** shall mean any mortgage, lien, charge, non-disposal or any other restrictive covenant or undertaking, right of pre-emption, easement, attachment or process of court, burdensome covenant or condition and/or any other arrangement which has the effect of constituting a charge or security interest or other third party right or interest or negative lien which could affect carrying out of the Project and/or the construction and development and/or ownership of the Complex;
- xiii) **"Extras and Deposits"** shall mean the amounts mentioned in THIRD SCHEDULE hereto subject to any variations as provided in the Agreement.
- xiv) **"Force Majeure"** shall mean any event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any acts, omission, breach or violation by such Party or any of its obligations under this Agreement but which arises from, or is attributable to acts of God, natural calamities, accidents, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightning, cyclone, typhoon, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder or other industrial action, strike, terrorist action, civil commotion, delays due to political unrest, municipal, general or other elections, any legislation, regulation, ruling or omissions (including delay

or failure to grant any necessary permission or sanctions for reasons outside the control of either Party) or any Government or Court Order;

- xv) **"Maintenance Organisation"** shall mean Maintenance Company and/or Association responsible to carry out and look after the maintenance management and upkeep of the Complex and the Said Property particularly, and in general, the Common Areas, Installations and Facilities.;
- xvi) **"New Buildings"** shall mean the several buildings and other structures for Complex, to be constructed by the Developer at the said Property.
- xvii) **"Owner's Named Representative"** shall, unless changed by an intimation in writing given by the Owner to the Developer hereafter, Name Mr. Gyan Chand Manpuria and Mr. Raj Kumar Jaiswal.
- xviii) **"Owner's Allocation"** according to the context shall mean 40.5% (forty & half percent) of the Realizations to belong to the Owner and shall include the shares or portions in the Separately Allocable Areas if allotted to the Owner and also include all other properties and rights belonging to the Owner in terms hereof;
- xix) **"Parking Spaces"** shall mean and include the areas and spaces, either covered or open or stacked, meant or earmarked or intended to be reserved in the Complex for the purpose of parking of two or four wheeled vehicles of the Intending Transferees;
- xx) **"Phases"** with their grammatical variations shall mean the different phases in which the development of the said Property shall be carried out in terms hereof.
- xxi) **"Plans"** shall mean the plan for construction and development of the Project and the new buildings at the Said Property to be prepared by the Architect and caused to be sanctioned by the Developer from the concerned municipal corporation, municipality or such other authority or department or body who may have jurisdiction in that behalf and shall include all modifications alterations additions amendments renewals

revalidations and/or extension thereof or thereto made or caused by the Developer in consultation with the Owner;

- xxii) **"Project and/or Project Revenue"** shall mean and include the planning and development of the said Property or any part or parts thereof into the Complex and the Transfer of all Transferable Areas therein and the distribution of the Realizations and allocation of Separately Allocable Areas and the administration of the Complex in matters relating to the Common Purposes, all in accordance with the terms and conditions of this Agreement.
- xxiii) **"Proportionate"** or **"Proportionately"** or **"Proportionate Share"** insofar as the matters of Units and/or Intending Transferees and/or the Common Purposes are concerned, shall mean the proportion in which the total built-up area of an Unit may bear to the total built-up area of all the Units in the Project (phase-wise);
- xxiv) **"Realizations"** shall mean and include the amounts received against Transfer of the Units, Parking Spaces and other Transferable Areas from time to time including the consideration for Transfer, and for Floor Rise Escalation and PLC and any other amount on any account received against any Transfer; but shall not include any amounts received on account of Extras and Deposits;
- xxv) **"Said Property"** shall mean all that piece and parcel of land measuring 230Cottahs, be the same a little more or less, together with structures erected thereon within Mouza Shibpur Sheet 140, Police Station – Shibpur, in L R Dag No. 78, 79 and 80, L R Khatian No. 23 lying and situate at Premises No. 151, Andul Road, Howrah in the state of West Bengal as more fully mentioned and described in the **SECOND SCHEDULE** hereunder written;
- xxvi) **"Separately Allocable Areas"** shall mean those Transferable Areas to be identified and allocated to the Owner and the Developer under specified circumstances as mentioned herein.

- xxvii) "**Transferable Areas**" shall mean the Units, Parking Spaces, terraces, roofs, gardens, open spaces, Club & Leisure Spaces with or without any facilities and all other areas at the Complex capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise and shall also include any area, right or privilege at the Complex capable of being commercially exploited or transferred for consideration in any manner;
- xxviii) "**Units**" shall mean the divided, demarcated and developed flats, spaces or other constructed areas in the Complex to be constructed on the Said Property which are capable of being independently and exclusively held used occupied and/or enjoyed by the respective transferees;
- xxix) "**Intending Transferees**" or **Transferees** shall according to the context, mean all persons who have from time to time entered into agreement with the Developer and the Owner for the purpose of acquiring any Unit in the Complex, and shall mean and include the Parties hereto in respect of those Units for which no transferee has entered into any agreement with the Developer and the Owner.
- 1.2 The paragraph headings herein shall not form part of this Agreement and the same have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation of any of the terms or provisions of these presents.
- 1.3 Words importing **Singular Number** shall include the **Plural Number** and vice-versa.
- 1.4 Words importing **Masculine Gender** shall include the **Feminine Gender** and **Neuter Gender**; similarly words importing **Feminine Gender** shall include **Masculine Gender** and **Neuter Gender**; likewise **Neuter Gender** shall include **Masculine Gender** and **Feminine Gender**.
- 1.5 Where any notice, consent, approval, permission or certificate is required to be given by any party to this Agreement such notice, consent, approval, permission or certificate must (except where otherwise expressly specified), be in writing.

ARTICLE – II
AGREEMENT AND CONSIDERATION

- 2.1 The Owner has entered upon this Agreement with the Developer for development and construction of Complex by the Developer for the mutual benefit of the parties whereby and where under the Owner has agreed that the Developer shall develop the Complex at the Said Property and the parties have agreed to transfer the same in the manner mentioned hereunder and to share the Revenue arising from transfer of the Units and to define and allocate between them unsold areas, it being clarified that the Owner shall receive their share of the Revenue as consideration for Transfer of proportionate shares in the land to the Transferees and the Developer shall receive their share of the Revenue as consideration against development and construction thereon.
- 2.2 In consideration of the mutual promises and obligations of the parties contained herein, the Owner hereby agrees to provide entirety of the Said Property and to allow the same to be henceforth used for the purpose of development of the same by the Developer and in consideration thereof, the Developer has agreed to cause to be constructed the said Complex. The Owner agrees to grant, sell and transfer proportionate undivided shares in the land of the said property and their entire share, right, title and interest in the Complex and all Transferable Areas therein to the Transferees and the Developer agrees to grant sell and transfer the construction thereon to such Transferees for mutual benefit and consideration and on the terms and conditions hereinafter contained.
- 2.3 Except any Separately Allocable Areas, the Realisations from the Complex and all Transferable Areas therein shall be shared in the Agreed Ratio by the Owner and the Developer and any Transfer in respect thereof shall be governed by the provisions contained herein. It is however clarified that the Transfer of the proportionate share in land shall be completed upon construction of the Transferable Areas or at such other time as the Parties hereto may by mutual consent agree and the consideration for the same and any other right, title or interest there under transferred by the Owner shall be the Realizations forming part of the Owner's Allocation.
- 2.4 In case any portion of Transferable areas is not saleable such as Club & Leisure Spaces etc., the same, after completion of construction, shall remain joint

property of the Parties and all the revenues from such areas after meeting costs & expenses relating thereto shall be shared between the Parties in the Agreed Ratio.

ARTICLE - III
COMMENCEMENT

- 3.1 This Agreement shall commence and/or be deemed to have commenced on and with effect from the date of execution hereof.

ARTICLE - IV
OWNER'S REPRESENTATIONS

- 4.1 The Owner made the following several representations and assurances to the Developer which have been completely relied upon and believed to be true and correct by the Developer for the purpose of entering upon this agreement and the transaction envisaged herein:
- 4.1.1 The Owner for valuable consideration paid by it purchased and became and still is the sole and absolute owner of the Said Property;
- 4.1.2 The Owner has a good marketable title in respect of the Said Property. The facts about the Owner deriving title to the Said Property are represented by the Owner in the FIRST SCHEDULE hereto and the same are all true and correct;
- 4.1.3 That the Said Property and every part thereof are all free from all Encumbrances created or suffered by the Owner and without any claim, right, title, interest of any other person thereon or in respect thereof.
- 4.1.4 That the entire Property is in khas vacant and peaceful possession of the Owner.
- 4.1.5 The Owner after having acquired the Said Property has caused its name to be mutated in the relevant Land Records of the BL&LRO.
- 4.1.6 There is no notice of vesting, acquisition or requisition received or to the knowledge of the Owner in respect of the Said Property or any part thereof and the Said Property does not contain any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or surplus land under West Bengal

Estates Acquisition Act, 1953 or the West Bengal Land Reforms Act, 1955 or any other law whatsoever.

- 4.1.7 Neither the Said Property nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of Law or due to Income Tax arrear or any other Public Demand.
- 4.1.8 There is no impediment, obstruction, restriction or prohibition in the Owner entering upon this agreement and/or in development and transfer of the Said Property so developed.
- 4.1.9 That the Owner has approved the transaction with the Developer envisaged herein freely and unequivocally and has good right, full power, absolute authority and indefeasible title to enter into this Agreement and perform and discharge the obligations contained herein.
- 4.1.10 That all original documents of title in respect of the Said Property are in the custody of Mr. Hari Prasad Sharma, resident of 20, O.C. Ganguly Street, Kolkata-700020, on behalf of the Owner as custodian/Trustee.
- 4.1.11 The Owner has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title or would in any way impair, hinder and/or restrict the Development under this Agreement.
- 4.1.12 That the Owner has not stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever;
- 4.1.13 The Owner has not entered upon any agreement or contract with any other person in connection with the Said Property or its development/ sale/transfer nor have otherwise dealt with the Said Property or any part thereof prior to execution of this agreement;
- 4.1.14 There is no difficulty in the compliance of the obligations of the Owner hereunder.

ARTICLE - V
TITLE DEEDS

- 5.1 Title Deeds shall include the records of rights, succession certificates, heirship certificates, documents, instruments, orders, cause papers, etc., in respect of or evidencing ownership of the Owner and those forming part of the chain of title.
- 5.2 With effect from the date hereof, all original title deeds relating to the Said Property shall be kept with the Custodian/Trustee named above, who shall continue to hold the Title Documents in trust for both Developer and Owner. In this regard the Owner acknowledges to have permitted the Custodian to handover the Title Deeds upon requisition made by or on behalf of the Developer for Loan/Financing purposes to be kept in equitable mortgage with the Bank
- 5.3 The Developer shall be entitled from time to time and at all times to produce, give copies and extracts of and from the said original Title Deeds before Government statutory bodies, courts, tribunals, judicial and quasi judicial forums, service providers, buyers/transferees of their respective areas in the Building Complex and financial institutions providing finance to the Developer and buyers/transferees and other persons and authorities as may be required by the Developer and the Owner agrees to co-operate with the Developer fully in this regard.
- 5.4 Except for any loans and finances to be obtained by the Developer under the specific provisions made in clause 9.1 under Article IX hereto, the original title deeds shall not be taken by any party without the prior written consent of the other. Upon completion of the Project and formation of the Association of co-owners thereof, the original title deeds of the Said Property shall be delivered to the Association against proper receipts and acknowledgments thereof.

ARTICLE - VI
DEVELOPER'S REPRESENTATIONS

- 6.1 The Developer made the following several representations and assurances to the Owner which have been completely relied upon and believed to be true and

correct by the Owner for the purpose of entering upon this agreement and the transaction envisaged herein:

- 6.1.1 The Developer is a reputed real estate developer engaged, inter alia in undertaking or causing development of real estate in and around Kolkata by undertaking construction of various multistoried buildings containing residential apartments;
- 6.1.2 The Developer has the required infrastructure, financial ability and expertise to commence and thereby conclude the construction on the Said Property within the time specified herein.
- 6.1.3 There is no impediment, obstruction, restriction or prohibition in the Developer entering upon this agreement and/or in developing the Said Property in terms hereof;
- 6.1.4 That the Developer has approved the transaction with the Owner envisaged herein freely and unequivocally and has good right, full power and absolute authority to enter into this Agreement and perform and discharge the obligations contained herein.
- 6.1.5 There is no difficulty in the compliance of the obligations of the Developer hereunder.

ARTICLE - VII
OWNER'S OBLIGATIONS

- 7.1 The Owner shall be wholly responsible and liable to cause and ensure the availability of the Said Property towards the Project in terms hereof. In connection with the Said Property as a whole and each and every part thereof, the Owner shall be bound to comply with and meet the following criterions and requirements:
 - 7.1.1 The Owner shall hand over vacant and peaceful possession of the Said Property to the Developer for the purpose of Development and make out and keep and maintain, at its costs, good marketable title to the Said Property.

- 7.1.2 The Said Property and each part thereof shall be free of and from all kinds of Encumbrances created or suffered by the Owner. The Said Property and each and every part thereof shall also be free from any vesting under the Estates Acquisition Act, the Land Reforms Act and/or the Urban Land (Ceiling & Regulation) Act or any other law and there shall be no restriction or prohibition under the said or any other laws for its development and/or Transfer in any manner.
- 7.2 The Owner shall pay and clear upto date land revenue, property tax/Panchayat Tax and any other dues or taxes, if any outstanding in respect of the Said Property. Such taxes & outgoings for the period after execution of this Agreement shall be borne and paid by the Developer, Provided that after completion of construction shall be borne and paid by the Transferees.
- 7.3 The Owner has obtained from the Planning Authorities, sanction of the Plans in connection with the respective phases of development. In this regard it is clarified that (i) full potential of the Said Property shall be utilized for construction of the Complex, (ii) the Owner shall be responsible for obtaining all relevant, permissions, clearances and approvals needed for the Project (including final sanction of the Plans including modification/alteration thereto), and (iii) all costs and fees for sanctions, permissions, clearances and approvals shall be borne and paid by the Owner. Before submitting the plans for sanction before the appropriate authority, the Owner shall send a copy of the proposed plans to the Developer. The Developer shall within 15 (fifteen) days of receiving the proposed plans offer their suggestions, if any, thereon to the Architects. The decision of the Architects as to the incorporation of the suggestion of the Developer to the proposed plans shall be final and binding on the parties.
- 7.4 Unless otherwise expressly mentioned, the Developer shall not be liable for any costs, charges, outgoings and expenses on any account whatsoever in respect of the several obligations of the Owner contained herein and the Owner shall be exclusively liable there for. In this regard, the Parties agree that in case any cost is incurred by the Developer to meet the obligations of the Owner, the Developer shall be entitled to certain Transferable Areas in the Project as may be mutually agreed upon as Separately Allocable area of the Developer and the entire Realisation in respect thereof shall exclusively belong to the Developer.

- 7.5 The Developer shall render all assistance and co-operation to the Owner and sign execute and submit and deliver at the costs and expenses of the Owner all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time promptly and without any delay, failing which the time periods for construction by the Developer shall stand automatically extended by the periods of delay on the part of the Owner.
- 7.6 The Developer and Owner agrees and acknowledges that responsibilities of each Parties though clearly defined in the Agreement, but in event any Party discharges the responsibility of other party then such party shall be entitled to Separate Allocable Area on such mutually agreed terms to be recorded by way of Agreement/exchange of letters.
- 7.7 The Owner after obtaining sanction of plans from the Competent Authority has handed over peaceful and vacant possession of the Said Property to the Developer. However, the legal possession of the Said Property is and shall continue to be exclusively with the Owner until completion of construction of the Complex or until such earlier time as the parties may mutually agree and thereafter the Owner and the Developer shall be in joint possession of the Complex as the same are constructed with right to the Developer to deliver possession of the Units (except Allocable Unsold Areas of the Owner) directly to the Transferees thereof on compliance of all its obligations by the Developer under this Agreement. It is clarified that the legal ownership, domain and control on the Said Property shall continue to vest in the Owner till such time the proportionate right attributable to the concerned Units therein is transferred to the Transferees under this Agreement on receipt of Owner's allocation and the Developer shall develop and construct New Buildings in his own right as Developer under this Agreement for transfer to the Transferees on receipt of Developer's allocation.
- 7.8 It is hereby expressly agreed by and between the parties hereto that the possession of the said Property shall not be given or intended to be given to the Developer under any circumstances whatsoever including in part performance as contemplated by Section 53A of the Transfer of Property Act 1882 read with Section 2 (47) (v) of the Income Tax Act 1961. It is clarified that the transfer of the proportionate share in land shall be completed upon construction of the Units

or at such other time as the Parties hereto may by mutual consent agree and the consideration for the same and any other right, title or interest there under transferred by the Land Owners shall be the Revenue forming part of the Land Owner's Share of Revenue.

ARTICLE - VIII
DEVELOPER'S OBLIGATIONS

- 8.1 On or before execution hereof, the Developer has deposited with the Owner a sum of Rs. 1,01,00,000/- (Rupees one crore one lac) as refundable security deposit which shall be refunded upon completion of the Project and such deposit shall be refunded by the Owner to the Developer within 30(thirty) days of grant of completion certificate issued by the Competent Authority.
- 8.2 The Developer shall construct erect and carry out the development at the Said Property in a good and workman like manner, at its own cost & expenses and at its sole risk in accordance with the Building Plans and do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules in force at the relevant time. The Developer agrees to develop the Said Property wholly or in phases, as may be discussed later and mutually agreed by the Developer and the Owner in terms of this Agreement.
- 8.3 With effect from the date of execution of this Agreement, the Developer shall carry out necessary survey and soil testing and other preparatory works in respect of the development of the said Property and for marketing of the proposed Complex at the Developer's risk and cost. The Developer shall be free to set up site office and, put up the hoardings/boards, The Developer shall at all times ensure compliance with any restrictions imposed in this respect by any statutory authorities.
- 8.4 The Developer shall commence construction of First phase of Complex within 6(six)month from the date of possession by the Owner ("Date of Commencement").
- 8.5 The Developer shall in consultation with the Owner be entitled to make any variation and/or modifications in the Plans and/or specifications and/or

construction of the new buildings, as may be required to be done from time to time at the instance of the concerned municipality or the sanctioning authority or other appropriate authorities or under any statute or under the advice of the Architect. Provided however that such modifications and/or alterations shall be forwarded to the Owner and the Transferees for approval.

- 8.6 All persons employed by the Developer for the purpose of construction such as Architects, contractors, labourers, care-takers, etc., shall be the persons under appointment from and/or employees of the Developer and the Owner shall not in any way be liable or responsible for their salaries, wages, remuneration etc., or their acts in any manner whatsoever and the Owner shall be kept protected and harmless against any action, if taken or threatened to be taken against the Owners for non-compliance or violation of the said requirements.
- 8.7 The Developer shall be responsible to arrange all necessary finances and/or funds and/or moneys. The Developer also undertakes payment of all interests, charges, costs and expenses as may from time to time be necessary or required for the Project and in this regard the Owner shall not be liable or responsible.
- 8.8 The Project shall be completed by the Developer in all respects including providing all required Common Areas, Installations and Facilities and essential services including drainage/sewerage, water, electricity, telephone and any other essential connections and the landscaping and electrification of such Common Areas, Installations and Facilities, as may be required for beneficial use of the Units.
- 8.9 The Developer shall comply with the provisions of all statutes, rules and regulations as are applicable in connection with the development of the Project including The West Bengal Housing Industry Regulation Act, 2017.
- 8.10 The Developer shall not initiate any proceedings/litigation against third parties in the Court in exercise of the authority given to Developer under this Agreement without intimation to the Owner.
- 8.11 The Developer shall purchase and maintain, during the period of construction of the Complex and for a period of five years after the date of obtaining the Completion Certificate in respect thereof, insurance policies as are customarily

and ordinarily available in India on commercially reasonable terms and reasonably required to be maintained to insure the Project and all related assets against risks in an adequate amount, consistent with similar facilities of the size and type of the Project. The premiums payable on insurance coverage as indicated above, including any costs and expenses incidental to the procurement and enforcement of such insurance cover shall be paid and borne by the Developer. The proceeds from all insurance claims, except for life and injury, shall be promptly be applied for the repair, renovation, restoration or re-instatement of the Project assets, facilities and services or any part thereof, which may have been damaged or destroyed.

- 8.12 The Developer shall also be responsible for the development of the Project and shall be entitled for itself and on behalf of the Owner, as the case may be, to handle, deal with and/or to look after all matters, disputes, litigations, cases, issues that may arise out of the activities while developing the Said Property and construction of the Project thereat, at its own cost and expenses, as also those arising with the Intending Transferees, if any, in the Project.

ARTICLE - IX **FINANCE & MORTGAGE**

- 9.1 The Owner doth hereby agree that the Developer may obtain loans and finance for development of the Said Property from any Banks and/or the Financial Institutions and/or Non-Banking Financial Companies and/or Recognized Foreign Direct Investors by mortgaging the said entire project land and also by charging the Developer's share of allocation in the revenue from the project without however creating any financial obligation upon the Owner and without creating any charge or lien on the Owner's Allocation of revenue in the project. The Owner agrees from time to time to provide consents, confirmation and no objections or other documents including Title Documents as may be required for such mortgage or charge to be created by the Developer and also agree to sign necessary loan and other agreements and power of attorney with the bankers or financiers in connection with the above Provided That the Owner shall not be liable in any manner for repayment thereof or any consequence of default in such repayment. In case owing to any loans or finances obtained by the Developer, the Owner suffers any losses or damages due to any non repayment, delay in repayment by the Developer or due to any other consequence of delay

or default of the Developer in respect of its obligations in respect of any such loan or liability whatsoever, the Developer shall indemnify and keep the Owner saved harmless and indemnified in respect thereof.

ARTICLE - X

SANCTIONS & DEVELOPMENT – RIGHTS AND RESPONSIBILITIES

- 10.1 All applications, plans, papers and other documents as may be required for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Owner in consultation with the Developer. All costs and expenses including Architect's fees charges and expenses required to be paid or deposited for exploitation of the Said Property (other than initial costs, fees & expenses for sanction of Plan) shall be borne by the Developer.
- 10.2 The Developer shall take registration under the West Bengal Housing Industry Regulation Act, 2017 and shall make all compliances under the said Act.
- 10.3 During the period of construction of the Complex, the Owner may undertake periodical inspection of the Project, assisted by an Engineer, if felt necessary. Suggestions/ observations, if made on such inspection, shall be communicated to the Developer, who shall discuss the same with the Architect and implement, if feasible.
- 10.4 The Developer shall be entitled to develop and construct the Complex at the Said Property in accordance with the Plan. The type of construction, specification of materials to be used for the construction of the new buildings comprising the Units in the Project shall be of standard quality as used for the similar projects.
- 10.5 The Developer shall be entitled to apply for and to obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the proposed Complex, at its own cost and the Owner shall sign all the papers etc. as may be required for the purpose.

- 10.6 The Developer shall be entitled to pay various fees, costs and charges to concerned authorities as may be necessary for the purpose of carrying out the development work on the Said Property and to claim refund of such deposits so paid and to give valid and effectual receipts in connection with the refund of such deposits in its own name or in the name of the Owner or in the joint name, as may be required.
- 10.7 The Developer shall abide by all laws, by-laws, rules and regulations of the appropriate Government and local bodies relating to development of the Said Property and to be observed by it under this Agreement and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, by-laws, rules and regulations. The Developer hereby agrees to keep the Owner saved harmless and indemnified against all punitive actions, loss, damage, accidents, mishaps, liabilities, fines, penalties, compensation, costs charges and expenses, resulting due to omission, non compliance, lapses or violations of any law, bye-law, rules and regulations concerning the development of the Said Property and/or any accident or mishap arising out of faulty design, construction or workmanship and arising as a result of the acts and omissions of the Developer.
- 10.8 The Developer shall, in consultation with the architect and the Owner, determine and ascertain the super built-up / built-up / carpet / chargeable area of the spaces in the Project.
- 10.9 The Developer shall complete the construction of the Complex within 51 months of the date of first sanction of the Building Plans and commencement of construction pursuant thereto and the grant of all clearances and certificates by the appropriate Government authorities to commence and carry out the development of the Complex. There shall be an extended grace period of six months beyond the time for construction mentioned above.
- 10.10 The Developer shall be deemed to have constructed and completed any constructed area in the Complex if the Developer has constructed the same as per the agreed specifications more fully described in the Fourth Schedule below and provided reasonable ingress and egress and obtained water, electricity and drainage connections (if and to the extent applicable for such constructed area) and obtained the Completion Certificate from the Appropriate Authority in

respect thereof. The Developer shall be at liberty to carry out Completion of Construction phase wise and obtain partial completion certificates.

- 10.11 To enable the expeditious construction of the Project by the Developer, various acts, deeds, matters and things not herein specifically referred to and as may be required to be done by the Developer shall, if found to be in order, be ratified and confirmed by the Owner and, in addition, the Owner hereby agrees, upon being required by the Developer in this behalf, to sign and execute all such additional applications and other documents which may be reasonably required for such purposes.
- 10.12 The Developer shall in consultation with the Owner, frame all rules and regulations regarding the usage and rendition of common services to the Intending Transferees and also the common restrictions which should be normally kept in the agreements / contracts for grant of right of use of the Units in the Project to the Intending Transferees.
- 10.13 All Common Areas, Installations and Facilities in the Project shall be managed by the Developer throughout the subsistence of this Agreement.
- 10.14 The Developer shall upon Completion of Construction of the Project form one or more Maintenance Company and/or Association for the Common Purposes and till then, the Developer shall be in charge for the Common Purposes.
- 10.15 Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Developer shall be free to appoint different agencies or organizations for any activities relating to Common Purposes at such consideration and on such terms and conditions as the Developer may deem fit and proper in consultation with the Owners. All charges of such agencies and organizations shall be part of the Common Expenses.
- 10.16 Notwithstanding any formation of Association or handover of charge to it, neither the Association nor the members thereof or any Transferee shall be entitled to frame any rule or regulation or decide any condition which may affect any right or privileges of the parties hereto.

ARTICLE - XI
MARKETING OF PROJECT AND MANNER

- 11.1 Except any Separately Allocable Areas, the marketing and Transfer of the Complex and all Transferable Areas therein shall be done and conducted by the Developer on the terms and conditions hereinafter contained.
- 11.2 The Developer shall appoint an agent in consultation with the Owner to market the Transferable Areas. All terms and conditions of such agreement shall be binding on the Owner who has agreed to consent to such appointment or such agreement.
- 11.3 In case Transfers are slow or the rates decided by the parties are not found acceptable in the market, then based on the recommendations made by the marketing agents, the parties shall by mutual consent make variations in the same and give such discounts and employ such schemes as would be conducive to transfers of the Transferable Areas.
- 11.4 Any marketing decisions shall be taken in meetings called by the Developer and/or the Owner's Named Representative and shall be recorded in writing and signed by the Developer and the Owner's Named Representative. If case the Developer and the Owner's Named Representative fail to decide the rates and prices by mutual consent, the rates and prices suggested by the sole or majority of the marketing agents appointed for the Transfers shall be accepted as final.
- 11.5 The Developer and the Owner's Named Representative shall jointly select, appoint or discontinue the Marketing Agents, brokers, sub-brokers and other agents for Transfer of the Transferable Areas at such charges and terms and conditions as they may deem fit and proper.
- 11.6 Except those in respect of the Separately Allocable Areas, the agreements and final Transfer deeds or deeds and other documents of transfer relating to Transfer of the Units, Parking Spaces and other Transferable Areas shall have both the Owner and the Developer as parties and executed by their respective authorized signatories. The Owner shall ensure that its representative make themselves available regularly for signing and/or registering the agreements, deeds and other documents of transfer as may be required.

- 11.7 The Developer shall be entitled to receive the Realisations from the Intending Transferees in respect of the sale of the Units in favour of such Intending Transferees and give receipts thereof to such Intending Transferees on behalf of itself and the Owner.
- 11.8 Any interest, damage or compensation payable to any Transferee or other person relating to the Complex, otherwise than due to delay or default on the part of the Developer in compliance of its obligations towards the Transferees in accordance with the agreements to be entered by the Developer with the Transferees or due to any delay or default by the Owner in complying with its obligations hereunder, shall be payable by the parties in the Agreed Share. Such interest, damage or compensation payable to any Transferee shall be entirely payable by the Developer if the same arises due to delay or default on the part of the Developer in compliance of its obligations towards the Transferees in accordance with the agreements to be entered by the Developer with the Transferees or by the Owner if the same arises due to any delay or default by the Owner in complying with its obligations hereunder.
- 11.9 The Transferees shall be entitled to take loans for the purpose of acquiring specific Units and Transferable Areas from banks, institutions and entities granting such loans. The Owner and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents, etc. as be required in this regard by such banks, institutions and entities provided that there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Project / Subject Property except the Unit and appurtenances under sale or Transfer and save those occasioned due to cancellation of the agreement with the Transferee. The liability arising out of any such cancellation shall be to the account of the party which is in default. The Developer shall also be entitled to get the project at the said premises approved from the Banks and/or Financial Institutions to enable the persons interested in acquiring and owning Transferable Areas to take loans from any such Banks or Financial Institutions.
- 11.10 The Parties agree that, subject to the provisions stated below, if the Developer is unable to transfer or market all the units/entire transferable spaces comprised in the said Complex within a period of 48 months from the date of launching of the

Project, or on completion of the Project, whichever is later, the parties shall mutually demarcate the unsold units/ transferable spaces of the Project comprised in the said Complex according to the market value on the expiry of the aforesaid period in accordance with the Agreed Ratio, as defined in clause 1.1(i) above and shall be entitled to deal with the same in any manner as the parties desire. Owner shall convey the undivided proportionate share in the land appurtenant to the areas of the Developer's Allocation to the Developer and/or their nominee or nominees and in exchange the Developer shall convey the constructed areas forming part of the Owner's Allocation to the Owner and/or their nominee or nominees. It is clarified that the consideration for the transfer of land share attributable to such Allocable Areas of the Developer shall be the construction cost of the Allocable Areas of the Owner. In event any Units are retained by the Owners or Developers for their exclusive use then all deposits that are payable by Transferees shall also be paid by the Owners and/or the Developers.

- 11.11 The Developer shall ensure that the advertising and marketing of the Project is carried out in a manner that is consistent with and not in derogation of or in conflict with any terms or provisions of this Agreement and the Applicable Laws.

ARTICLE -XII

REALISATIONS, EXTRAS & DEPOSITS AND DISTRIBUTION

- 12.1 The Owner shall be entitled to 40.5% (forty and half percent) of the Realizations AND the Developer shall be entitled to (a) 59.5% (fifty-nine and half percent) of the Realizations and (b) the entirety of all Extras and Deposits [save to the extent that the liability of refund / transfer of deposits to the Transferees / Association / Maintenance Body shall solely be that of the Developer .All Deposits whether transferable to Association or to be used for dedicated services/facilities to the intended purchaser other than consideration for transfer of Transferable Areas received from Transferees will be held by the Developer who shall be responsible to handover it to Association.
- 12.2 The Developer shall receive the Realizations (including booking amounts, earnest money, part payments, consideration) and Extras and Deposits. Aggregate of Realizations and Extra and Deposits and other amounts on any account receivable from the Transferees and other persons in respect of the

Project (hereinafter also referred to as 'Project Revenues') shall be deposited in a bank account jointly opened by the Parties but operated by the Developer.

- 12.3 The Developer with full support from the Owner shall ensure compliance of provisions under West Bengal Housing Industry Regulations Act 2017 (Act of 2017) and shall maintain such records so as to ensure adherence to the Acts and the Rules framed there under Instructions shall be given to the bank for transfer of 70% of the Project Revenue or such percentage as may be required under the provisions of the West Bengal Housing Industry Regulations Act of 2017 (act of 2017) to a Designated Bank Account to be opened under the said Act. Balance amount being 30% in the Escrow account shall be transferred to the bank account of the Owner towards Owner's Allocation herein (Owner's Entitlement) and Developer's Allocation herein (Developer's Entitlement), after transfer of balance of amount attributable to Extras & Deposits to the bank account of the Developer.
- 12.4 Amount withdrawn from the said Designated Bank Account opened by the Developer for the Project, on submission of certificates for percentage completion of the Project shall be apportioned between the Parties hereto as under: Amount due on account of the Owner's Entitlement shall be deposited into account of the Owner, and Balance of the Project revenues shall be deposited into account of the Developer.
- 12.5 The parties hereby accept and agree that strict compliance of the provisions of clause 12.3& 12.4 above shall always be considered as the most important essence of this Agreement and any breach of it shall be considered serious violation of the covenant on the part of the parties.
- 12.6 All Transferees will be required to be notified about mentioning of the name of the Account in the cheques and other instruments for making payments of the Project Revenues relating to the Complex and all booking forms and agreements shall specify the requirement for payment by the Transferees into the Said Bank Account.
- 12.7 In case due to cancellation of any booking or agreements/contracts or any other reason, any part of the Revenue becomes refundable or payable to any Transferee, the Developer shall refund the same in accordance with the Terms

and Conditions as recorded in the Sale Agreement executed with such Transferees same from the Bank Account or from Separate/designated Account & accounts of the Owner and the Developer in the same proportion in which the Project Revenue was transferred from Escrow account.

- 12.8 The Developer shall maintain proper separate accounts pertaining to all the transactions relating to Transfer of the Building Complex and the Extras, Deposits and other amounts received by the Developer and such accounts shall be audited monthly by mutually appointed auditors. The Owner shall have at all times full and free access and liberty to inspect such separate Books of Accounts of the Developer relating to transactions for Marketing of the Complex.
- 12.9 After fulfillment of this agreement or at such time as the parties mutually agree, the final accounts pertaining to the entire period of continuance of this agreement shall be made and finalized by the parties.
- 12.10 The parties shall make all necessary entries and adjustments in their respective books of account in respect of their respective share of the Project Revenues on a monthly basis and distribute a copy of the same to respective parties and if the parties do not raise any objection to the statement furnished within 3(three)days of its receipt, the same will be deemed accepted.
- 12.11 Goods and Services Tax, and all other taxes, impositions or levies, as may be imposed or levied by any statutory or governmental body or authority upon the development of the Said Property or matters connected therewith (**Taxes**), if any, relating to the development and construction of the Project in exclusive shall be paid and borne solely by the Developer who shall comply with the applicable provisions regarding the same and keep the Owner indemnified in this regard. The Taxes in respect of the sale to the Intending Transferees shall be collected by the Developer from the Intending Transferees. Deposit of such Taxes with the concerned authority in accordance with law in respect of transfer of the Units to the Intending Transferees and complying with applicable provisions regarding the same shall be the responsibility of the Developer. The Developer shall also make all compliances relating to TDS on all payments made in course of Development of the Complex.

- 12.12 It is also clarified that the tax required to be deducted u/s 194-IA of the Income Tax Act, 1961 by the Transferees on transfer of immovable property shall be so deducted from the Owner and the Developer in the Agreed Ratio and the Transferees will be required to be notified for the same.

ARTICLE - XIII
PARTIES' COVENANTS

- 13.1 **The Owner do hereby covenant with the Developer as follows:**
- 13.1.1 That each and every representation made by the Owner hereinabove are all true and correct and the Owner agrees and covenants to perform each and every representation.
- 13.1.2 That with effect from the date of execution hereof, the Owner shall neither deal with, transfer, let out or create any Encumbrance in respect of the Said Property or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.
- 13.1.3 That the Owner shall not cause any interference or hindrance in the sanction/modification/alteration of Sanction Plans in terms hereof, construction and development at the Said Property by the Developer and/or Transfer of the Transferable Areas as per the procedure laid down herein and not to do any act deed or thing whereby any right of the Developer hereunder may be affected.
- 13.1.4 The Owner shall not act in any manner which is detrimental to this agreement or goes against the terms and conditions of this agreement.
- 13.1.5 **Authority of Owner's Named Representative:** Unless changed by the Owner hereafter and communicated to the Developer in writing, only the Owner's Authorized Representative shall be and is hereby authorized by the Owner to deal with the Developer in all matters involving the Project. The acts of the Owner's Named Representatives in all matters referred to herein shall bind the Owner, except that no notice of termination or revocation of this Agreement or the Power of Attorney can be issued by the Owner's Named Representatives.
- 13.2 **The Developer do hereby covenant with the Owner as follows:**

- 13.2.1 That each and every representation made by the Developer hereinabove are all true and correct and agrees and covenants to perform each and every representation.
- 13.2.2 The Developer doth hereby agree and covenant with the Owner not to do any act deed or thing whereby any right or obligation of the Owner hereunder may be affected or the Owner is prevented from making or proceeding with the compliance of the obligations of the Owner hereunder.
- 13.2.3 The Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and shall not do or permit any act or omission contrary to the terms and conditions of this agreement in any manner.
- 13.2.4 The Developer shall not act in any manner which is detrimental to this agreement or goes against the terms and conditions of this Agreement.

ARTICLE - XIV

GENERALLY

- 14.1 The Developer shall be authorised and empowered and wherever possible in its own name as Developer to apply for and obtain all permission, approval and clearances from any authority whether local, state or central for the construction of the Project and also to sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the appropriate authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or development on the said premises or any portion thereof and/or for obtaining any utilities and permissions.
- 14.2 The Developer hereby agrees and covenants with the Owner not to transfer and/or assign this Agreement or any rights or benefits hereunder in favour of any third party, without the prior written consent of the Owner. Any transfer of shares or the doing or not doing of any other act deed or thing which results in the management and control of party being changed shall be deemed to be an assignment without consent.

- 14.3 The Developer agrees to indemnify, keep indemnified, defend and hold harmless the Owner and its assigns and agents against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with respect to any non-compliances, by the Developer, of the Applicable Laws for development and construction of the Project.
- 14.4 All costs, charges and expenses incidental to the construction of the Project, including cost of materials, Architect's fees shall be borne, paid and discharged by the Developer and the Developer hereby agrees to indemnify and keep indemnified the Owner from and against all suits, proceedings, actions, claims and/or demands, costs, expenses and loss whatsoever relating to or in respect of the same.
- 14.5 The Developer shall indemnify and always keep the Owner, its employees, assigns and agents indemnified and harmless against:
- 14.5.1 all claims, damages, compensation or expenses payable in consequence of any injury or accident or death sustained by any workmen or other persons during construction and/or upto the completion of the Project in all respect upto handing over possession of Units to the intending purchasers and the Owner shall at the cost of the Developer defend any action filed in respect of such injury brought under the Employees Compensation Act or other provisions of law.
- 14.5.2 any lien or charges claimed or enforced against any material supplied in construction of the Complex by any supplier of such materials.
- 14.5.3 all acts, commissions, omissions, negligence and deviation in respect of the sanctioned Plans with such modification as be approved by the concerned authority in regard to meeting its obligations as herein mentioned and against all claims, demands, right and actions of all workmen, engineers, architects and their successors to be employed in the Project.
- 14.6 If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall inform the other Party in writing within 15(fifteen) days of the commencement of the event of Force Majeure specifying the nature and extent of the circumstances giving rise to the event/s of force majeure. Similar notice in writing shall also be given

upon cessation of the Force Majeure event. Subject to written notifications as above with proof of service, neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall upon occurrence and cessation of any event constituting Force Majeure be extended by the same period as the period of Force Majeure event.

- 14.7 It is agreed and recorded that the said Complex shall be named as may be mutually agreed upon.
- 14.8 The documents of transfer of the Units in the Project in favour of the Intending Transferees shall be prepared by Mr. Amarnath Chowdhury, Advocate of ANC Law Chambers having its office at 4, Govt Place, North, Room no. 3E, Third Floor, Kolkata-700001 ("**Project Advocates**"). The same shall contain similar rights and obligations regarding the usage and enjoyment of all the constructed spaces of the new buildings. The fees and cost of preparation, stamping, registration and other charges of the Agreements and the Deeds shall be borne and paid by the Transferees of all the constructed spaces of the new building.
- 14.9 If at any time additional / further constructions become permissible on the Said Property due to change in any law or Building Rules or otherwise, then such additional/further constructions shall be made by the Developer at its own costs and the Realisations, if any, in respect thereof shall be shared by the Owner and the Developer in the Agreed Ratio.
- 14.10 Nothing in these presents including possession shall be construed as a demise or assignment or conveyance in law by the Owner to the Developer or creation of any right, title or interest in respect thereof in favour of the Developer other than under taking of Development by the Developer in terms hereof. The Owner is and shall continue to be the Owner of its land rights in all respect till the execution by the Owner of agreements/ Conveyances for transfer of proportionate land rights in favour of the Transferees as provided herein.
- 14.11 It is understood that to facilitate the Project, various acts deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owner and various

applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owner hereby undertakes to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owner shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owner also undertakes to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.

- 14.12 In case of Winding Up, Liquidation, Strike Off, Dissolution of the Owner or the Developer or reference of the same to NCLT or any incapacity of the Board of the Company to act, the same shall not affect this Agreement or the rights and obligations of the other constituents and parties hereto. The Official Liquidator, Resolution Professional or any successor in law entitled to act on behalf of such Company shall be bound by the terms and conditions of this Agreement and for all obligations and liabilities of such Company hereunder and all powers of attorney given by such Company shall remain valid and subsisting and binding upon such successor.
- 14.13 All cost of stamp duty and registration fees and charges to the concerned authorities, if any, required to be paid for registration of this Agreement and all incidental or miscellaneous and other charges and/or expenses to be incurred in respect thereof shall be paid by the Developer.
- 14.14 The Owner has appointed Owners' Named Representative to sign and execute all papers, documents, plans, declarations, affidavits and other documentations as and when required for the Project.
- 14.15 The Owner declares and confirms that all acts deeds and things done by the Owner's Named Representative for carrying out its authorities and responsibilities as mentioned herein shall be fully binding on them and the same shall always be deemed to have been done by the Owner's Named Representative in good faith and in the best interest of the Owner.

- 14.16 All decisions on operational issues relating to the project shall be taken in the Joint Meetings of the Developer and the Owner's Named Representative duly convened. Such decisions shall be final and binding on all the parties hereto. Proper Minutes shall be maintained for such meetings and the same shall be signed by the parties attending the Meeting and circulated to the parties.

ARTICLE - XV

DISPUTE RESOLUTION AND FORUM

- 15.1 In case of any dispute, differences or questions arising between the parties with regard to the interpretation, meaning or scope of this Agreement or any rights and liabilities of the parties under this Agreement or out of this Agreement or in any manner whatsoever concerning this Agreement, the parties shall endeavor to settle the dispute amicably. In case no amicable settlement is arrived, the same shall be referred to the arbitration by an arbitral tribunal to be appointed by the parties; the Owner shall be entitled to appoint one Arbitrator and the Developer shall be entitled to appoint another Arbitrator and the two Arbitrators so appointed, shall appoint the third Arbitrator to constitute the arbitral tribunal. The arbitration shall be held according to the rules of the Arbitration and Conciliation Act, 1996, and/or statutory modification or enactment thereto and the Award made and published by the Arbitrators shall be final and binding on the parties. Arbitration shall be held in Kolkata and the language shall be in English.
- 15.2 Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.
- 15.3 Courts of Calcutta jurisdiction alone shall have the exclusive jurisdiction to try, entertain and consider all actions suits and proceedings arising out of this Agreement.

ARTICLE - XVI

MISCELLANEOUS

- 16.1 All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of dispatch of such

notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered speed post without the same being served. Notice to Owner's Named Representative shall always be deemed to be a sufficient notice to Owner herein. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.

- 16.2 The Parties have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 16.3 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. A waiver on one occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion.
- 16.4 Neither party hereto can unilaterally cancel or rescind this agreement at any time unless such party is entitled to do so by express terms of this agreement contained elsewhere herein upon default of the other party.
- 16.5 This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written oral or implied.
- 16.6 This Agreement is being executed in duplicate, one copy whereof shall be retained by either Party and each copy whereof shall be deemed to be the original.
- 16.7 If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby

and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

[Chain of Title of the Said Property]

Abstract of Title

(Premises no. 151 Andul Road)

1. By Indenture dated 23rd December 1969, registered in the office of Registrar of Assurance Kolkata in Book No. I Volume No. 142 from Pages 237 to 254 Being No. 5652 of 1969 executed between M/s A&J Main & Co Limited as Vendor and as party of First Part, John Alexander Gardner Kerr of M/s Thomson Mc Lintock & Co, the Liquidator of the Said Company and as party of Second Part, R.D Victor & Co as Confirming Party and as party of the Third Part and A&J Main & Co (Engineers) Private Limited as Purchaser and as Party of the Fourth Part, the Said Vendor transferred all that all pieces and parcel of land measuring about 14 Bigha 5 Cottah 2 Chittack lying and situate at Municipal Premises No. 151 Andul Road and comprised in RS Dag no. 95, 95/174 under Khatian no. 44 and R.S Dag no. 95/173 under Khatian no. 107 both at Mouza Shibpore, Pargans Paikan, J.L No. 1, R.S No. 1994 Touzi No. 798 P.S Shibpur Sub-Registrar Howrah in the District of Howrah.
2. The District land and Land Reforms Officer Howrah vide its Memo no. V/15/2002/1990 dated 11.08.2006 in the letter addressed to the Joint Secretary of Land & Land Reforms Department has opined that subject land held by M/s A & J Main & Co Limited does not come within the purview of Section 6(3) of the West Bengal Estate Acquisition Act 1953 as

the status of the Khatians are Dakhalkar, which means Non-Agricultural Tenant under the West Bengal Non-Agricultural Tenancy Act 1949

3. With effect from 09.09.1980, Section 3A was inserted in West Bengal Land Reforms Act 1954 and as consequence the Rights of Non-Agricultural Tenants in non-agricultural land stood vested in State free of all encumbrances and were held to be Raiyats under the WBLR Act 1954 having heritable and transferrable rights.
4. M/s A&J Main (Engineers) Company Private Limited is presently seized and possessed of the land measuring 12 Bigha 11 Cottah 10 Chittack (approx) and is duly recorded in the records of the Howrah Municipal Corporation under Premises No. 151, Andul Road, Howrah and has applied for mutation in the records of the Block Land and Land Reforms Officer, Howrah.
5. Due to L.R Operation in Shibpore Mouza, presently A&J Main (Engineers) Company Private Limited is presently holding said property lying is LR Dag No. 78 (1.2206 Decimal), L.R Dag no. 79 (0.6590 Decimal) and LR Dag No. 80 (2.2790 Decimal) comprising of land measuring about 4.16 Acres of land appertaining to LR Khatian no. 23 in Mouza Shibpur in Sheet no. 140, within Shibpur P.S in the District of Howrah lying and situate at Premises no. 151 Andul Road Howrah, the characteristic of land is Bastu which means Residential and the Owners have paid up to date khazna with respect of the Said Property.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Said Property)

ALL THAT the various pieces and parcels of land containing by estimation an area of 230 cottahs of land along with old dilapidated residential quarters/building, godown, warehouse, outhouse and other structures situated thereon comprised in L.R Dag no. 78, 79 and 80 L.R Khatian No. 23 Mouza Shibpur Sheet 140, Police Station Shibpur, District Howrah being premises no. 151, Andul Road, Howrah, Ward No. 38 of the Howrah Municipal Corporation

District Howrah delineated on the Plan annexed hereto and butted and bounded as follows:-

- ON THE SOUTH : By property of Howrah Banking Corporation Ltd. being 60, College Ghat Road
- ON THE NORTH : By Municipal Concrete Drain and beyond that by Andul Road
- ON THE EAST : By Swarnamayi Khal
- ON THE WEST : By land of Haripada Samanta

THE THIRD SCHEDULE ABOVE REFERRED TO:

(EXTRAS & DEPOSITS)

EXTRAS shall include:

- 1.1.1 Any type of taxes like GST, local taxes and any other statutory levy or tax etc., payable to any government authority or local body;
- 1.1.2 Any EDC/IDC charges payable to any government authority or any local body etc.;
- 1.1.3 all costs, charges and expenses on account of bringing electricity lines/connections, HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts payable to the electricity service provider;
- 1.1.4 all costs, charges and expenses on account of bringing water lines/connections and all the amounts payable to the provider thereof;
- 1.1.5 Security or any other deposit (including minimum deposits or any deposit by any name called) and all amounts or increases thereof payable to the electricity service provider for electricity water and any other connection or service at the Complex.
- 1.1.6 all costs, charges and expenses on account of one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like) for the Complex ;

- 1.1.7 External pipelines, sewerage treatment plants etc.,
- 1.1.8 Betterment fees, development charges, and other levies taxes duties and statutory liabilities that may be charged on the Subject Property or the buildings or the Units or on their transfer or construction partially or wholly, as the case may be.
- 1.1.9 Cost of formation of Association/service maintenance company/society.
- 1.1.10 Intercom, CCTV or any other chargeable facility as may be decided by the developer.
- 1.2. DEPOSITS (which shall be interest free) shall include:
- 1.2.1 Deposit on account of maintenance charges, electricity, water, other facilities, common expenses, rates and taxes, sinking fund etc,

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Specifications as per Architect and/or as industry standards)

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

SIGNED AND DELIVERED on behalf of the OWNER by its Directors Sri Raj Kumar Jaiswal & Sri Ravi Birla, authorized in that behalf by resolution of the Board of Directors at Kolkata in the presence of:

1. Rajendra Pasalk
13, Kedar Bose Lane
Kolkata - 700025

2. Jayanta Das
Hawfrah Court

For A & J MAIN & CO. (Engineers) PVT. LTD.

[Signature]
Director

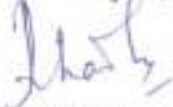
For A & J MAIN & CO. (Engineers) PVT. LTD.

[Signature]
Director

SIGNED AND DELIVERED on behalf of the DEVELOPER by its Partner Sri Mahesh Periwal authorised in that behalf by resolution of the Board of Directors at at Kolkata in the presence of:

1. Rajendra Panikla
13, Kadar Bazar Lane
Kolkata - 700025
2. Jayantor Das
Howrah Court

Drafted by me



AMARNATH CHOWDHURY,
Advocate, High Court, Calcutta
Enrolment no. WB/794/2005

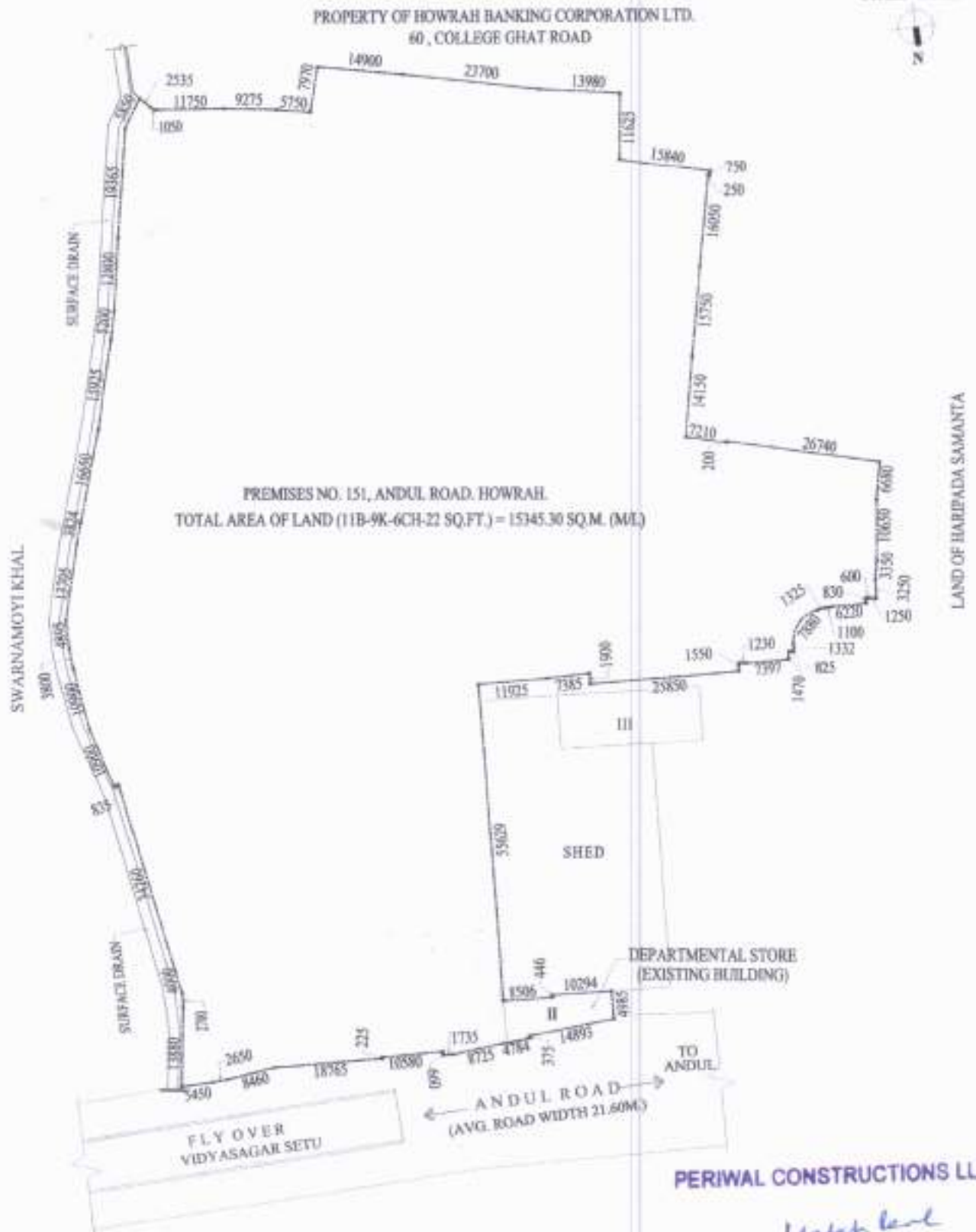
PERIWAL CONSTRUCTIONS LLP


Designated Partner

SITE PLAN OF PREMISES NO. 151, ANDUL ROAD, HOWRAH, WARD NO. 38, L.R. DAG NO. 78, 79 & 80, L.R. KHATIAN NO. 23, MOUZA - SHIBPUR, STREET NO. 140, P.S. - SHIBPUR, J.L. NO. - 1, R.S. NO. 1994, TOUZI NO. - 798.

TOTAL AREA OF LAND (11B-9K-6CH-22 SQ.FT.) = 15345.30 SQ.M. (M/L)

SCALE - 1:1000



PREMISES NO. 151, ANDUL ROAD, HOWRAH.
TOTAL AREA OF LAND (11B-9K-6CH-22 SQ.FT.) = 15345.30 SQ.M. (M/L)

PERIwal CONSTRUCTIONS LLP

Manish kumar
Designated Partner

For A & J MAIN & CO.(Engineers) PVT. LTD.

[Signature]
Authorized Signatory

For A & J MAIN & CO.(Engineers) PVT. LTD.

[Signature]
Authorized Signatory

SIGNATURE OF OWNERS

SPECIMEN FORM FOR 'TEN FINGER PRINTS'



Rp v I



Govt. ...



Kachak ...

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

NOV 15 11 0

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

RAVI KUMAR BIRLA
RADHEYSHYAM BIRLA

05/07/1963
Passport/Account Number
AEPB5797F

Signature 

 भारत सरकार
GOVT. OF INDIA



Le...





PERMANENT ACCOUNT NUMBER
AACCAB69N



NAME OF THE COMPANY
A & J MAN CO ENGRS P LTD

DATE OF INCORPORATION
10-07-1969

B. H. ...

COMMISSIONER OF INCOME TAX, ...

K. V. ...

IN CASE OF ...
...
...
...
... - 700 000.

In case this card is lost, kindly refer to the
the issuing authority -
Joint Commissioner of Income-tax (Systems & Technical),
P. T.,
Chowringhee Towers,
Calcutta-700 002.

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

RAJKUMAR JAISWAL
GHAMANDI LAL JAISWAL

14/10/1959
Permanent Account Number
ACSPJ0019N

Raj. S.
Signature



210433000

Raj. S.

आयकर विभाग / इन्कम टैक्स डिपार्टमेंट / भारत सरकार
आयकर विभाग, कलकत्ता-७
कलकत्ता-७, भारत
फोन नं. ४११०४६

If this card is lost / someone's else card is found,
please inform / return to:
Income Tax PAN Service, C.O. 100,
3rd Floor, Sapphire Chambers,
Near Raj Telephone Exchange,
Bally, Calcutta-700045
Tel: 411046



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA



आयकर विभाग संख्या कार्ड
Permanent Account Number Card

AFQP668330



नाम / Name
MAHESH PERIWAL

पिता का नाम / Father's Name
BIJAY KUMAR PERIWAL

उत्पन्न की तारीख / Date of Birth
29/03/1972

Mahesh Perwal
आयकर अधिकारी
Income Tax Officer



Mahesh Perwal

इस कार्ड के खोने / खोने पर कृपया सूचित करें। जहाँ
आयकर विभाग कार्ड कार्ड, एनएससी बिल्डिंग
5 वीं मंजिल, माउंट स्टार्लिंग, प्लॉट नं. 341, सर्वे नं. 907/8,
मोडल कॉलोनी, नज़द डीप हांगलॉव चौक,
पुणे - 411 016.

If this card is lost / someone's lost card is found
please inform / return to
Income Tax PAN Services Unit, NSDL,
5th floor, Mount Sterling,
Plot No. 341, Survey No. 907/8,
Model Colony, Near Deep Hangal Chowk,
Pune - 411 016.

Tel: 91-20-2721 8881 Fax: 91-20-2721 8661
e-mail: taxinfo@nsdl.co.in

Mahesh Perwal



PERIwal CONSTRUCTIONS LLP

Mahesh Bhat
Designated Partner

Mahesh Bhat



PERIwal CONSTRUCTIONS LLP

Mahesh Bhat
Designated Partner

Mahesh Bhat

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

GRN: 19-201819-031356931-1

GRN Date: 05/12/2018 16:16:46

BRN : 193047680

Payment Mode Online Payment

Bank : IDBI Bank

BRN Date: 05/12/2018 16:18:11

DEPOSITOR'S DETAILS

Id No. : 05020001821707/2/2018
(Query No./Query Year)

Name : PERIWAL CONSTRUCTION LLP
Contact No. : 9830423636 Mobile No. : +91 9836080909
E-mail : dhanlaxmirealty@yahoo.in
Address : p27raja basanta roy roadkolkata700029
Applicant Name : Mr Mahesh Periwai
Office Name :
Office Address :
Status of Depositor : Others
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	05020001821707/2/2018	Property Registration- Stamp duty	0030-02-103-003-02	75010
2	05020001821707/2/2018	Property Registration- Registration Fees	0030-03-104-001-16	14
Total				75024

In Words : Rupees Seventy Five Thousand Twenty Four only

Major Information of the Deed

Deed No :	I-0502-09612/2018	Date of Registration	06/12/2018
Query No / Year	0502-0001821707/2018	Office where deed is registered	
Query Date	03/12/2018 1:04:00 PM	A.D.S.R. HOWRAH, District Howrah	
Applicant Name, Address & Other Details	Mahesh Periwai Thana : Bhawanipore, District : South 24-Parganas, WEST BENGAL, Mobile No. : 9831120349, Status : Buyer/Claimant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1]		
Set Forth value	Market Value		
Rs. 20,000/-	Rs. 41,61,67,936/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,060/- (Article:48(g))	Rs. 14/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Howrah, P.S:- Shibpur, Corporation: HOWRAH MUNICIPAL CORPORATION, Road: Andul Road, , Premises No. 151, Ward No: 038

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		230 Katha	10,000/-	36,79,99,936/-	Property is on Road
Grand Total :					379.5Dec	10,000 /-	3679,99,936 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Selforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	160560 Sq Ft.	10,000/-	4,81,68,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 160560 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type Tiles Shed, Extent of Completion: Complete					
Total :		160560 sq ft	10,000 /-	481,68,000 /-	

Land Lord Details :







Sl No	Name,Address,Photo,Finger print and Signature
1	A And J Main And Co Engineers Pvt. Ltd. 200C, Ganguly Street, P.O:- Karaya, P.S:- Karaya, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700020 . PAN No.:: AACCA0869N, Status :Organization, Executed by: Representative, Executed by: Representative

Major Information of the Deed :- I-0502-09612/2018-06/12/2018

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Periwal Construction LLP 20B, British India Street, 5th Floor., Block/Sector: Room No. 18, East India House, P.O:- Esplanade, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700069 , PAN No.:: AAQFP6098A, Status : Organization, Executed by: Representative</p>

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	<p>Name Mr Raj Kumar Jaiswal Son of Late Ghamandi Jaiswal Date of Execution - 06/12/2018, , Admitted by: Self, Date of Admission: 06/12/2018, Place of Admission of Execution: Office</p>	 <p>Dec: 6 2018 2:40PM</p>	 <p>LTI 06/12/2018</p>	<p><i>Ref to [Signature]</i></p> <p>06/12/2018</p>
<p>20, Round Tank Lane, P.O:- Howrah, P.S:- Howrah, Howrah, District:-Howrah, West Bengal, India, PIN - 711101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACSPJ0019N Status : Representative, Representative of : A And J Main And Co Engineers Pvt. Ltd. (as Director)</p>				
2	<p>Name Mr Ravi Birla Son of Late Radhe Shyam Birla Date of Execution - 06/12/2018, , Admitted by: Self, Date of Admission: 06/12/2018, Place of Admission of Execution: Office</p>	 <p>Dec: 6 2018 2:40PM</p>	 <p>LTI 06/12/2018</p>	<p><i>Ref to [Signature]</i></p> <p>06/12/2018</p>
<p>11A, Dover Lane, P.O:- Gariahat, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AEIPB5797F Status : Representative, Representative of : A And J Main And Co Engineers Pvt. Ltd. (as Director)</p>				
3	<p>Name Mr Mahesh Periwal (Presentant) Son of Late Bijay Kumar Periwal Date of Execution - 06/12/2018, , Admitted by: Self, Date of Admission: 06/12/2018, Place of Admission of Execution: Office</p>	 <p>Dec: 6 2018 2:39PM</p>	 <p>LTI 06/12/2018</p>	<p><i>Mahesh Periwal</i></p> <p>06/12/2018</p>
<p>P-27, Raja Basant Roy Road, P.O:- Bhawanipore, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFQPP6833D Status : Representative, Representative of : Periwal Construction LLP (as Designated Partner)</p>				

Major Information of the Deed :- I-0502-09612/2018-06/12/2018

Identifier Details :**Name & address**

Mr Jayanta Das
 Son of Late P Das
 Howrah Court, P.O:- Howrah, P.S:- Howrah, Howrah, District:-Howrah, West Bengal, India, PIN - 711101, Sex: Male, By
 Caste: Hindu, Occupation: Law Clerk, Citizen of: India, Identifier Of Mr Raj Kumar Jaiswal, Mr Ravi Birla, Mr Mahesh
 Periwal

06/12/2018

Jayanta Das

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	A And J Main And Co Engineers Pvt. Ltd.	Periwal Construction LLP-379.5 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	A And J Main And Co Engineers Pvt. Ltd.	Periwal Construction LLP-160560.00000000 Sq Ft

Endorsement For Deed Number : I - 050209612 / 2018

On 06-12-2018

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 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 13:57 hrs on 06-12-2018, at the Office of the A.D.S.R. HOWRAH by Mr Mahesh Periwal

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 41,61,67,936/-

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

Execution is admitted on 06-12-2018 by Mr Raj Kumar Jaiswal, Director, A And J Main And Co Engineers Pvt. Ltd. (Private Limited Company), 200C, Ganguly Street, P.O:- Karaya, P.S:- Karaya, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700020

Identified by Mr Jayanta Das, , Son of Late P Das, Howrah Court, P.O: Howrah, Thana: Howrah, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

Execution is admitted on 06-12-2018 by Mr Ravi Birla, Director, A And J Main And Co Engineers Pvt. Ltd. (Private Limited Company), 200C, Ganguly Street, P.O:- Karaya, P.S:- Karaya, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700020

Major Information of the Deed :- I-0502-09612/2018-06/12/2018

Identified by Mr Jayanta Das, . Son of Late P Das, Howrah Court, P.O: Howrah, Thana: Howrah, . City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

Execution is admitted on 06-12-2018 by Mr Mahesh Periwai, Designated Partner, Periwai Construction LLP (LLP), 20B, British India Street, 5th Floor., Block/Sector: Room No. 18, East India House, P.O:- Esplanade, P.S.- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700069

Identified by Mr Jayanta Das, . Son of Late P Das, Howrah Court, P.O: Howrah, Thana: Howrah, . City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 14/- (E = Rs 14/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 14/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/12/2018 4:18PM with Govt. Ref. No: 192018190313569311 on 05-12-2018, Amount Rs: 14/-, Bank: IDBI Bank (IBKL0000012), Ref. No. 193047680 on 05-12-2018, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,010/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 75,010/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1189, Amount: Rs.50/-, Date of Purchase: 06/12/2018, Vendor name: Arun Sarkar

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/12/2018 4:18PM with Govt. Ref. No: 192018190313569311 on 05-12-2018, Amount Rs: 75,010/-, Bank: IDBI Bank (IBKL0000012), Ref. No. 193047680 on 05-12-2018, Head of Account 0030-02-103-003-02

Kaustava Dey

Kaustava Dey
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. HOWRAH
Howrah, West Bengal

Major Information of the Deed :- I-0502-09612/2018-06/12/2018

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 0502-2018, Page from 317070 to 317123
being No 050209612 for the year 2018.



Digitally signed by Kaustava Dey
Date: 2018.12.07 18:03:45 +05:30
Reason: Digital Signing of Deed.

Kaustava Dey

(Kaustava Dey) 07-12-2018 18:03:41
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. HOWRAH
West Bengal.

(This document is digitally signed.)