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22/1/2017



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



W 611952

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

Additional Registrar of Assurances-Kolkata

1-5 JAN 2017

6/2/17
 4/1/17
 2/1/17
 5/1/17
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 1/1/17

Visit
 4.1.17
 2.1.17
 1.1.17

2017-18 - 1582579/16
 2017 Agreement
 Additional Registrar of Assurances-Kolkata

THIS AGREEMENT made on this 4th day of January Two Thousand and ^{Seventeen} Sixteen
 BETWEEN

- (1) CANDICE TOWERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, CIN No. U70109WB2012PTC173055, PAN-AAECC7040D, having its registered office at 49/39, Jessore Road (E), Police Station - Barasat, Post Office - Barasat, Kolkata - 700 124, represented by one of its Directors Mr. Yash Agarwal, son of Mr. Ram Awtar Agarwal, residing at 1000, Jessore Road, Police Station - Lake Town, Post Office - Bangur, Kolkata - 700 055, (2) ROSELIO CONSTRUCTION PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, CIN No. U70109WB2012PTC173041, PAN-AAFCR6771H, having its registered office at 49/6, Jessore Road (E), Police Station - Barasat, Post Office - Barasat, Kolkata - 700 124, represented by one of its Directors Mr. Akash Saraf, son of Mr. Shiv Kumar Saraf, residing at 183/1, Jessore Road, Police Station - Dumdum, Post Office - Dumdum, Kolkata - 700 074, (3) SOLANA CONSTRUCTION PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, CIN No. U70100WB2012PTC173047, PAN-AAQCS9546L, having its registered office at 49/5, Jessore Road (E), Police Station - Barasat, Post Office - Barasat, Kolkata - 700 124, represented by its Authorised Signatory Mr. Yash Agarwal, son of Mr. Ram Awtar Agarwal, residing at 1000, Jessore Road, Police Station - Lake Town, Post Office - Bangur, Kolkata - 700 055, (4) SOLANA PLAZA PRIVATE LIMITED, a company incorporated under the Companies Act, 1956,

16 DEC 2016

8083

No. Rs 100/- Date

Name: Unimark Realty Pvt. Ltd.

Address: 204, A J C Bose Road, KOI-17.

Vendor:
Alipur Police Court, KOI-27
SUBHANKAR DAS
STAMP VENDOR
Alipur Police Court, KOI-27



Iduttapune :-
Gopal Das
40 K.S.S. Das
204 A J C Bose Rd
KOI-17.

ADDITIONAL REGISTRAR
OF ASSURANCES - IV, KOLKATA
4 JAN 2017



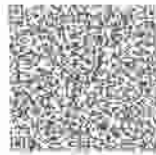
भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India

Enrollment No.: 1101009738804648

201802081
201802116
AKASH SARAF
B-07, 3RD FLOOR, ESTATE
108/1, BSSS/745 ROAD,
South Dumka-814111 (m)
Midnapore
Block-04, Palangola, Taluk-02, Parganas,
West Bengal-726074
MF668102092F 7



आपका आधार क्रमांक / Your Aadhaar No. :

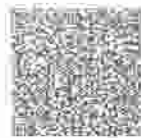
5712 9810 8249

आधार - आम आदमी का अधिकार



भारत सरकार
सर्वोपयोगिता मिशन

AKASH SARAF
DOB 12/03/1988
Male



5712 9810 8249

आधार - आम आदमी का अधिकार

Akash Saraf *Akash Saraf*



सूचना

- आधार पहचान का प्रमाण है, सम्पत्तियों का नहीं।
- पहचान का प्रमाण अजिबाद प्रमाणीकरण द्वारा प्राप्त करें।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- आधार देश भर से मान्य है।
- आधार सुविधा में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा।
- Aadhaar is valid throughout the country
- Aadhaar will be helpful in availing Government and Non-Government services in future



भारतीय विशेष पहचान प्राधिकरण
 Unique Identification Authority of India

Address:
 E/O Shiv Kumar Sarai, 153rd, JESSORE ROAD, South
 Dum Dum (n), North 24 Parganas, Mohibhat, West Bengal
 700074

5712 9810 8249





ভারতীয় বিশিষ্ট পরিচয় প্রাক্করণ
 ভারত সরকার
 Unique Identification Authority of India
 Unique Identification of India

ভারতীয় পরিচয় আইন / Enrollment No.: 1111/19006706830

To
 শ্রী অক্ষয় কুমার
 Yash Agarwal
 1000, JESSORE NOXD NAGAR BAGAN
 GOUTH DUM DUM (M)
 Bangur
 North 24 Parganas
 West Bengal 700053



MLR46338138FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

8740 6544 8795

আধার = সাধারণ মানুষের অধিকার

ভারত সরকার
 Government of India

শ্রী অক্ষয় কুমার
 Yash Agarwal
 ঠিকানা : গাউথ ডুম ডুম
 Father: RAM AWYAP AGARWAL
 জন্ম তারিখ / DOB: 14/03/1988
 লিঙ্গ / Male

8740 6544 8795

আধার - সাধারণ মানুষের অধিকার



Yash Agarwal



ভূমিকা

- অধিকার পরিচালনের প্রমাণ; নাগরিকত্বের প্রমাণ নয়।
- পরিচয়পত্র প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা যাচাই করা হবে।

INFORMATION

- Aadhaar is proof of identity, not of citizenship
- To establish identity, authenticate online

- স্বাধীন সত্ত্বা দেবে না।
- অধিকাংশ ক্ষেত্রে সরকারী ও বেসরকারী পরিষেবা গ্রহণের সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



ভারত সরকার
ভারতীয় পরিচয় অধিদপ্তর
UIDAI Authority of India

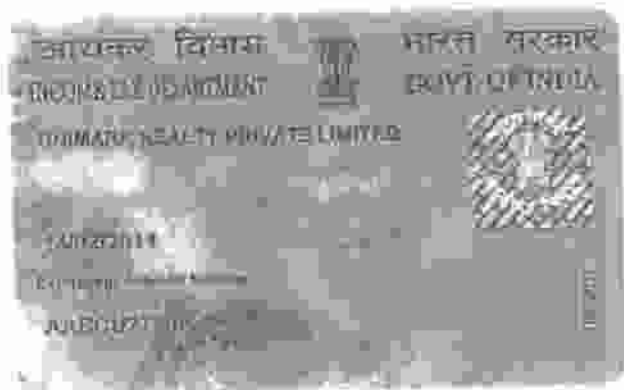
ঠিকানা:
 1000 বাগান রোড, লক্ষ্মী
 বাগান, উত্তর ২৪ পরগনা (জেমা),
 বঙ্গুর, উত্তর ২৪ পরগনা,
 পশ্চিমবঙ্গ, ৭০০১১১

Address:
 1000 BAGAN ROAD, LAKSHMI
 BAGAN, South 24 Parganas (JEM),
 Bangur, North 24 Parganas, West
 Bengal, 700011

8740 6544 8795



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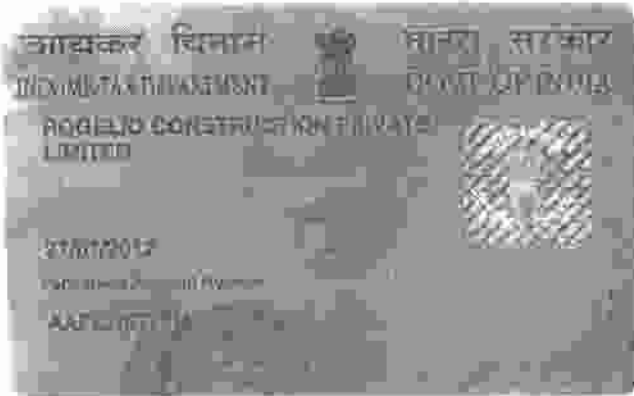


L. ...



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Yashu Singh



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आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SOLANA PROMOTERS PRIVATE LIMITED



15/03/2012

Divisional Account Officer

AARCS1043A

procent



Padma Sawasgi

(Handwritten mark)



आयकर विभाग

KIMEN CONSTRUCTION COMPANY LIMITED

KIMEN CONSTRUCTION COMPANY LIMITED

25/01/2017

25/01/2017

25/01/2017



भारत सरकार

भारत सरकार





• Padam sarawagi



Bidam sarawagi



→ आयकर विभाग
INCOME TAX DEPARTMENT
PABAM SARAWAGI



भारत सरकार
GOVT. OF INDIA

VIJAY SHANKAR SARAWAGI

25/03/2007
संश्लेषण/2000/14/प्रति

BJPPS7600F

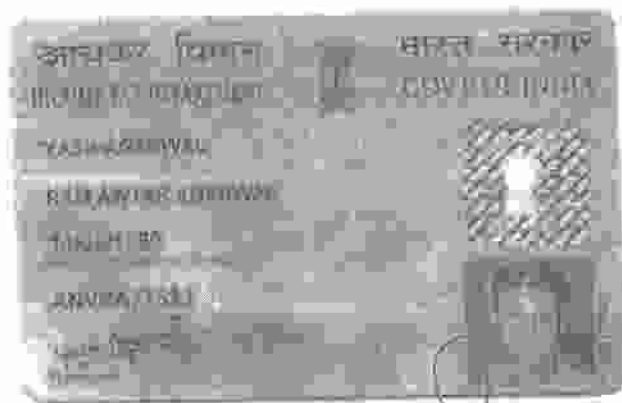
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Signature



Pabam Sarawagi



Akashi Sakawa



Yashwanth



ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD

00X3210323

পরিচয় কার্ড



Electoral Name Padam Sarawagi

নির্বাচনকার্ড নাম নাম সারাগি

Full Name Bijoy Shankar Sarawagi

পিতার নাম উল্লাস শঙ্কর সারাগি

Sex M

লিঙ্গ পুরুষ

Appreciated till 31.1.2009 10

৩১.১.২০০৯-এ পর্যন্ত ১০

Address:

২৪/১, Tilak Road Lane ১০, Kolkata - 711100

বাসিন্দা

২৪/১, তিলক রোড লেন, ১০ কলকাতা - ৭১১১০০

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Regional Director
Electoral Commission, Kolkata
নির্বাচন কমিশন, কলকাতা

Assembly Constituency: 152 North North

নির্বাচন কেন্দ্র/জেলা: ১৫২-উত্তর উত্তর

Signature: [Blank] Date: 23.08.2008

স্বাক্ষর: [Blank] তারিখ: ২৩.০৮.২০০৮

Padam Sarawagi



[Redacted]



हरि वानिक पाटोडिया
Harin Vanikan Patodia
संक्रमांक/ GOB: 25/11/1961
पुल्ल / MALE



3059 6892 5383

आधार सामग्री भाग्यल अधिकार



[Redacted] - हनुमान प्राधिकरण
[Redacted] INDIA

ठिकाना:

Address:

5F/2, NEW ROAD, अलिपुर,
अलिपुर 353 0, कोलकाता,
पश्चिमबंगाल - 700027

5F/2, NEW ROAD,
ALIPUR, Allpore H.O,
Kolkata,
West Bengal - 700027



L-...

ज्वायकर विभागा
INCOME TAX DEPARTMENT
MARSH VARDHAN PATODIA
GOPAL PRASAD PATODIA
25/11/1961
Permanent Account Number
AEYPR3817N
Signature
25/11/2019

भारत सरकार
GOVT. OF INDIA



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

GRN: 19-201617-003746515-1 Payment Mode: Online Payment
GRN Date: 27/12/2016 18:05:00 Bank: UCO Bank
BRN: 8515483 BRN Date: 27/12/2016 18:04:34

DEPOSITOR'S DETAILS

Id No.: 19040001582579/1/2016
(Serial No. - Entry Year)

Name: UNIMARK REALTY PVT LTD
Contact No: Mobile No.: +91 8335821890
E-mail: akashunimark@gmail.com
Address: 207 AJC BOSE ROAD
Applicant Name: Mr. Gopal Jhurjhuraya
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	19040001582579/1/2016	Property Registration- Registration Fees	0020-03-104-001-16	101 ✓
2	19040001582579/1/2016	Property Registration- Stamp duty	0030-02-103-003-02	74920 ✓
Total				75021

In Words: Rupees Seventy Five Thousand Twenty One only

CIN No. U70109WB2012PTC173029, PAN- AAQCS9550E, having its registered office at 49/20, Jessore Road (E), Police Station - Barasat, Post Office - Barasat, Kolkata - 700 124, represented by its Authorised Signatory Mr. Akash Saraf, son of Mr. Shiv Kumar Saraf, residing at 153/1, Jessore Road, Police Station - Dum Dum, Post Office - Dum Dum, Kolkata - 700 074, (5) **SOLANA PROMOTERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, CIN No. U70109WB2012PTC175786, PAN-AAARCS1846A, having its registered office at 49/33, Jessore Road (E) Police Station/Barasat, Post Office Barasat, Kolkata - 700 124, represented by one of its Directors Mr. Akash Saraf, son of Mr. Shiv Kumar Saraf, residing at 153/1, Jessore Road, Police Station - Dum Dum, Post Office - Dum Dum, Kolkata - 700 074, (6) **TEJAS ENCLAVE PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, CIN No. U70109WB2011PTC169434, PAN-AAECT0727C, having its registered office at 49/41, Jessore Road (E), Police Station - Barasat, Post Office - Barasat, Kolkata - 700 124, represented by its Authorised Signatory Mr. Padam Sarawagi, son of Mr. Vijay Shankar Sarawagi, residing at 42/2, Tincori Nath Bose Lane, Police Station - Golabari, Post Office - Salkia, Howrah - 711 106, (7) **XIMEN CONSTRUCTION PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, CIN No. U70109WB2012PTC172974, PAN- AAACX1150H, having its registered office at 49/18, Jessore Road (E), Police Station - Barasat, Post Office - Barasat Kolkata - 700 124, represented by its Authorised Signatory Mr. Akash Saraf, son of Mr. Shiv Kumar Saraf, residing at 153/1, Jessore Road, Police Station - Dum Dum, Post Office - Dum Dum, Kolkata - 700 074, (8) **XIMEN ENCLAVE PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, CIN No. U70109WB2012PTC172979, PAN- AAACX1149G, having its registered office at 49/14, Jessore Road (E), Police Station - Barasat, Post Office - Barasat Kolkata - 700 124, represented by one of its Directors Mr. Padam Sarawagi, son of Mr. Vijay Shankar Sarawagi, residing at 42/2, Tincori Nath Bose Lane, Police Station - Golabari, Post Office - Salkia, Howrah - 711 106, (9) **XIMEN TOWERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, CIN No. U70109WB2012PTC175908, PAN- AAACX1176F, having its registered office 49/16, Jessore Road (E), Police Station - Barasat, Post Office - Barasat Kolkata - 700 124, represented by its Authorised Signatory Mr. Padam Sarawagi, son of Mr. Vijay Shankar Sarawagi, residing at 42/2, Tincori Nath Bose Lane, Police Station - Golabari, Post Office - Salkia, Howrah - 711 106, hereinafter collectively referred to as the "**FIRST PARTIES**" or "**LANDOWNERS**" (which terms or expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective successors, successors-in-office/interest, nominees and assigns) of the **ONE PART**;

AND

UNIMARK REALTY PRIVATE LIMITED a Company incorporated under the Companies Act, 1956 having its registered office at 204, A.L.C. Bose Road, Police Station Beniapukur, Kolkata - 700017 represented by one of its Director Mr. Harsh Vardhan Patodia, son of Late. Gopal Prasad Patodia, residing at 5F/2, New Road, Police Station - Alipore, Post Office - Alipore, Alipore, Kolkata- 700 027, hereinafter referred to as the "**SECOND PARTY**" or "**DEVELOPER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors, successors-in-office/interest, nominees and assigns) of the **OTHER PART**;

ARTICLE-I# DEFINITIONS:

1. **DEFINITIONS:** Unless in this agreement there be something contrary or repugnant to the subject or context:
- (i) "**New Buildings**" shall mean the several buildings and other structures to be constructed by the Second Party from time to time at the Project Site.
 - (ii) "**Building Plans**" shall mean the one or more Building Permits and Plans from time to time issued and sanctioned by the concerned authorities for construction of New Buildings at Project Site or any parts or portions thereof and shall include all

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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 4 JAN 2017

modifications and/or alterations therein made in terms hereof as also all extensions and/or renewals thereof.

- (iii) "**Common Portions**" shall mean such parts, portions and areas in the Project Site which the Second Party identifies or earmarks for the time being to be for common use by all or any one or more of the Transferees or any other person in common with the parties hereto and include any variations or relocations thereof as may be made by the Second Party therein or thereto from time to time.
- (iv) "**Complex**" shall mean the Project Site and the multipurpose development thereof to be caused by the Second Party and include buildings, houses, constructed and open spaces etc., as may be planned by the Second Party thereat.
- (v) "**Designated Building(s)**" shall mean any of the several Buildings proposed to be constructed at the Project Site in which the Units forming part of the First Parties' Allocation shall be situated and the location whereof shall be finalized by the Second Party at any time after sanction of Building Plans.
- (vi) "**First Parties' Allocation**" shall mean and include the part or whole of the Residential Units in the Designated Building(s) fully described in **SECOND SCHEDULE** hereto as allotted by the Second Party to the First Parties in any of the new buildings of the project site together with proportionate undivided share in the land attributable thereto and shall include the right of the First Parties in common with the Second Party and all persons permitted by the Second Party to use such parts of the Common Portions as may be identified by the Second Party therefor.
- (vii) "**Land Owners**" shall mean the owners for the time being of the several pieces or parcels of land constituting the Project Site and include the First Parties for the Subject Property and shall also include their respective successors, successors-in-office, constituents and/or assigns.
- (viii) "**Project Site**" shall mean the pieces or parcels of land hereditaments and premises described in **Annexure A** hereto subject to variations thereof as may be made by the Second Party in its sole discretion and includes the Subject Property.
- (ix) "**Project**" shall include the acquisition and development of the Project Site into a Complex and Transfer of the Transferable Areas therein.
- (x) "**Second Party's Allocation**" shall mean and include the Project Site together with all easements and appurtenances thereof and all Developments thereat excluding the entitlement of the First Parties in respect of the First Parties' Allocation.
- (xi) "**Subject Property**" shall mean the pieces or parcels of lands fully described in the **FIRST SCHEDULE** hereunder written and include all buildings and structures thereat and also include all easements, appendages and appurtenances thereof or relating thereto.
- (xii) "**Transfer**" with its grammatical variation shall include transfer by sale, lease or any other means adopted by the allottee of such Individual Allocation.
- (xiii) "**Transferable Areas**" shall include Units, covered and open parking spaces, open and covered spaces at the Project Site, land and all other areas, portions or shares comprised in or portion of the Project Site capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise.
- (xiv) "**Phases**" with their grammatical variations shall mean the different phases in which the Development of the Project Site shall be carried out in terms hereof.
- (xv) "**Transferees**" shall mean and include all persons to whom any Transferable Areas are transferred or agreed to be so done.
- (xvi) "**Units**" shall mean and include:
 - a) "**Residential Units**" meaning the flats for residential use in any building at the Project Site.



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
4 JAN 2011

- b) "Non Residential Units" meaning office spaces, shops, constructed/covered spaces or the like for use as commercial, assembly, educational, mercantile or any other use other than residential;

1.2. Interpretation:

- (i) **Party:** In this Agreement, any reference to a party is to a party to this Agreement.
- (ii) **Article, Clause, Schedule or Annexure:** In this Agreement, any reference to an Article or Clause or Schedule (other than to a schedule to a statutory provision) or Annexure is a reference to an Article, Clause, or Schedule or Annexure (as the case may be) of this Agreement and the Schedules and Annexures form part of and are deemed to be incorporated in this Agreement. Reference to any Article shall include the Clauses and Sub-clauses thereof and reference to any Clause or Schedule or Annexure shall include the parts, Clauses and sub-Clauses, as the case may be, thereof.
- (iii) **Include:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (iv) **Headings:** In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any Clause and shall consequently not affect the construction of this Agreement.

ARTICLE-II # REPRESENTATIONS, BACKGROUND & RECITALS

2. **BACKGROUND/REPRESENTATION:**

2.1. **BACKGROUND:**

- 2.1.1. The Project Site has for the time being been identified by the Second Party for development of a Complex thereat;
- 2.1.2. The Second Party has already entered into agreements with the Land Owners for acquisition or inclusion of their respective portions in the Project development.
- 2.1.3. The Second Party has conceptualized the development of several buildings at the Project Site.
- 2.1.4. The First Parties being desirous of owning residential flats in any of the New Buildings upon its construction had approached the Second Party with an offer to contribute the pieces and parcels of lands respectively owned by them in the Subject Property to form part of the Project Site to be developed or caused to be developed by the Second Party and had agreed to accept the First Parties' Allocation to be allotted and provided by the Second Party to the First Parties in terms of this agreement.
- 2.1.5. The First Parties/ Landowners are entitled to the pieces or parcels of lands fully described in the **FIRST SCHEDULE** hereunder written (hereinafter collectively referred to as the **SUBJECT PROPERTY**).
- 2.1.6. The First Parties have agreed to engage and appoint the Second Party/Developer by several agreements from time to time entered into for development of various pieces and parcels of lands of the Subject Property and the Second Party/ Developer from time to time advanced the amounts to the First Parties as respectively mentioned in such agreements.

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JAN 11

- 2.1.7 The First Parties have already delivered possession of their respective pieces and parcels of lands comprised in the Subject Property for the purpose of development thereof.
- 2.1.8 Such pieces and parcels of lands of the Subject Property are contiguous and inter-connectible inter se and the First Parties and the Second Party have intended to record the terms and conditions agreed by and between them in a single instrument for the purpose of convenience.

2.2. REPRESENTATIONS OF FIRST PARTIES: The First Parties have represented and assured the Second Party, inter alia, as follows:

- (i) That the First Parties are presently the owners of the pieces and parcels of lands comprised in the Subject Property free from all Encumbrances and Liabilities whatsoever. The facts about the First Parties deriving title to the pieces and parcels of the Subject Property is represented and warranted by the First Parties in the **THIRD SCHEDULE** hereto and the same are all true and correct.
- (ii) That the First Parties have not entered upon any agreement or contract with any other person or persons other than the Second Party in connection with the sale of the Subject Property or any part thereof or its development/ dealing with/transfer/lease.
- (iii) That the First Parties have absolute unfettered and unqualified right to enter into this agreement with the Second Party;
- (iv) That the First Parties have not stood as Guarantors or Surety for any obligation, liability, bond or transaction whatsoever;
- (v) That the First Parties have well and truly and fully understood the scheme of development of the Project Site and the nature and basis of allotment of the First Parties' Allocation to the First Parties in terms hereof. The First Parties acknowledge and confirm that the First Parties are fully aware that portions of the Subject Property or any part thereof may or may not have any building constructed upon it and the development and future use of the Subject Property or any part thereof shall completely depend on the planning and scheme that may be finalized by the Second Party for overall development of the Project Site and accepts the same and have no objection to the same.
- (vi) There is no difficulty in compliance of the obligations of the First Parties hereunder.

2.3. Relying on the aforesaid representations and assurances made and/or contained on the part of the First Parties and believing the same to be true and correct and acting on faith thereof, the Second Party has agreed to include the Subject Property in the Project Site for a common planned development of the Project Site and on and subject to the terms and conditions hereinafter contained.

ARTICLE-III # BROAD AND BASIC TERMS AND CONDITIONS:

3. CONSIDERATION AND ENTITLEMENTS OF THE PARTIES BROADLY:

3.1. The First Parties hereby agree to irrevocably contribute the entirety of the Subject Property and grant to the Second Party exclusive rights and authority to include the Subject Property in the Project Site and to develop the same in such manner as the Second Party may, in its absolute discretion, deem fit and proper and the First Parties hereby further agree that the Second Party shall have the sole, exclusive and irrevocable rights, authorities and entitlements of the Second

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Party as lawfully contained hereunder including to develop the Subject Property and to own, enjoy and/or Transfer the Second Party's Allocation.

- 7.2 In consideration of the above and in consideration of the obligations, covenants, terms and conditions contained herein and on the part of the First Parties to be observed, fulfilled and complied with and in exchange for the entirety of the Subject Property, the Second Party has agreed to cause to be constructed and delivered the First Parties' Allocation to the First Parties on the terms and conditions hereinafter contained.
13. It is agreed by and between the parties hereto that the Second Party shall have complete domain and control over the Subject Property with full, free and unfettered rights and liberty to develop the same by way of construction or relet work or no construction at all as the Second Party may deem fit and proper and to deal with the same fully and in all manner.
- 3.4. The First Parties' Allocation shall be constructed or caused to be constructed by the Second Party and the First Parties shall own and be absolutely entitled to the same and shall also have the right to deal with and transfer the same on and subject to the terms and conditions hereinafter contained. Save and except the First Parties' Allocation, the First Parties shall have no right title and interest in the other parts of the Building(s) or the Project Site or the Complex. The Second Party's Allocation shall be constructed by the Second Party and the Second Party shall own and be absolutely entitled to the same and shall be entitled to hold or deal with, Transfer or commercially exploit the same or any part or share thereof fully and in all manner.

ARTICLE-IV # OBLIGATIONS OF FIRST PARTIES:
PART-I: SUBJECT PROPERTY ATTRIBUTES

4. **ATTRIBUTES:** In connection with the Subject Property, the First Parties shall be bound to comply with and meet the following criterions and requirements.
- 4.1. **MARKETABLE TITLE:** The Subject Property and each part thereof is and shall be absolute freehold property with good and marketable title.
- 4.1.1 The Second Party shall be at liberty to publish notices and advertisements in newspapers about the Subject Property or any part thereof and any objection or claim of any person due to any reason whatsoever shall be dealt with and settled and cleared by the First Parties at their own costs.
- 4.1.2. **FREE OF ENCUMBRANCES:** The Subject Property and each part thereof is and shall be free of and from all kinds of Encumbrances including but not limited to mortgages, charges, liens, hypothecations, lis pendens, attachments, leases, tenancies, occupancy rights, bargadar (if applicable), licenses, uses, debuffers, trusts, wakf, acquisition, requisition, vesting, claims, demands and liabilities whatsoever or howsoever. The Subject 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 Transfer in any manner. Furthermore, no part of the land shall be owned by or belonging to Schedule Tribe and there shall be proper no lien custody of all original title deeds and government records in respect of the Subject Property and every part thereof.

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ADDITIONAL REGISTRAR
OF ASSURANCE IN INDIA
- 4 JAN 2017

- 4.1.3. **PHYSICAL POSSESSION:** The possession of the Subject Property has already been delivered by the First Parties to the Second Party in complete vacant peaceful condition and the Second Party doth hereby confirm the same.
- 4.1.4. **TITLE DEEDS:** The First Parties have already delivered all original records of rights and title deeds relating to the Subject Property to the Second Party. Upon completion of sale and transfer of all the units and/or transferable areas in the Project Site or Complex, the Second Party shall be entitled to hand over the original records of rights and title deeds relating to the Subject Property to the Association of the Transferees of the New Buildings. Till such time original records of rights and title deeds relating to the Subject Property are handed over to the Association of the Transferees of the New Buildings, if the First Parties transfer the First Parties' Allocation in terms of this agreement and if inspection of such original records of rights and title deeds relating to the Subject Property is necessary for such transfer, then the Second Party will allow such inspection upon receipt of written request in advance to that effect from the First Parties.
- 4.1.5. **USE OF TITLE DEEDS:** The Second Party shall be entitled from time to time and at all times to produce, submit, deliver, give copies and extracts of and from the said original documents before government and semi government bodies and authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi judicial forums, service providers and other persons and authorities as may be required. The Second Party shall also be entitled to produce and give/deposit originals of the said documents or copies and extracts of and from the said original documents before banks or other financial institutions who would be providing finance/loans/advances to the Second Party and also provide copies to any financier giving loans or advances to any Transferee.

PART-II: PRE-DEVELOPMENT COMMENCEMENT OBLIGATIONS

- 4.2. **PRE-DEVELOPMENT COMMENCEMENT ATTRIBUTES:** The First Parties shall do and comply with the following:
- 4.2.1. **MUTATION:** The First Parties shall cause and ensure the mutation of the Subject Property and every part thereof in the name of the First Parties in the records of the B.L.&L.R.O., Panchayat/Municipality and other appropriate authorities and provide the evidences thereof in original to the Second Party;
- 4.2.2. **CONVERSION:** The First Parties shall cause and ensure the conversion of the nature of use of land comprised in the Subject Property and every part thereof to purposes commensurate with the proposed development and provide the evidences thereof in original to the Second Party;
- 4.2.3. **CORRECTION OF RECORDS AND RECTIFICATION OF DEFECT/DEFICIENCY:** In case the records of the B.L. &L.R.O. Panchayat/Municipality or any other concerned authority require any correction or rectification or change, the First Parties shall cause the same. Any defect or deficiency in any records in respect of the Subject Property or any part thereof or in the title of the Subject Property or any part thereof whether detected before or after transfer or delivery of the same to the Second Party, shall be removed, rectified and remedied by the First Parties immediately but not later than 30 (thirty) days of the same arising, without prejudice to the other consequences in respect thereof;

7





ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 4 JAN 2011

- 4.2.4. **CLEARANCES:** The First Parties shall apply for and obtain any approval, permission, No. Objection Certificates, and/or clearances that may be required for making the Subject Property or any part thereof fit for Development as envisaged herein and also those that may be required in respect of the ownership and title of the Subject Property.

PART-III: COSTS & EXPENSES IN RESPECT OF THE FIRST PARTIES' OBLIGATIONS

- 4.3. **COSTS AND EXPENSES FOR OBLIGATIONS OF FIRST PARTIES:** The costs and expenses for mutation and conversion of the Subject Property and municipal tax and land revenue in respect of the Subject Property will be borne solely by the First Parties.

ARTICLE-V # RIGHTS AND OBLIGATIONS OF THE SECOND PARTY:
PART-I: OVERALL PLANNING

3. **PLANNING:**

- 3.1. The Second Party shall develop the Complex at the Project Site by constructing one or more buildings and other constructed and/or open areas thereat in a phase wise manner. The First Parties and the Second Party agree that the entire planning and layout for the development of the Project Site, including, inter-alia, on the aspects of the Development shall be done by the Second Party including as regards the manner or type of construction to be undertaken at the Project Site, the total constructible area etc. All decisions of the Second Party including in the above regard as also on the following aspects shall be final and binding upon the First Parties:

- (i) The planning of the building complexes and the decision on one or more New Buildings;
- (ii) The number and area of Residential Units and Non Residential Units in one or more New Buildings and other portions of the Project Site;
- (iii) The identification and demarcation of portions of the Project Site and/or the New Buildings thereon for the different uses;
- (iv) The Parking Areas, bays and facilities for Transferees, visitors and outsiders;
- (v) The specifications for construction, fittings, fixtures and all equipments and installations at the Project Site;
- (vi) The planning, commencement and/or continuance or non continuance of construction and development of the Project Site in such phases as the Second Party may deem fit and proper;
- (vii) The identification of the First Parties' Allocation in any of the new building(s) at the Project Site for the purpose of allotment to the First Parties.

- 5.2. **SURVEY & SOIL TESTING:** The Second Party shall at its own costs and expenses carry out necessary survey and soil testing and other preparatory works in respect of the Subject Property if and to the extent required.

- 5.3. **AMALGAMATION:** The Second Party shall be entitled to cause amalgamation of the Subject Property and every part thereof with any other portion of the Project Site in such manner and to such extent as may be required by the Second Party for sanction of Building Plans and/or better development of the Project Site and the First Parties shall sign and execute necessary deed(s) and document(s) for such purpose as may be required or necessary in this regard.

PART-II: BUILDING PLANS AND APPROVALS FOR DEVELOPMENT



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 4 JAN 2014

- 5.4. **BUILDING PLANS PREPARATION AND SANCTION:** The Second Party shall at its own cost and expenses from time to time cause to be prepared and sanctioned the plans for the constructions at the Project Site including Subject Property. The Second Party may prepare single or multiple building plans in respect of the Development of the Project Site or any part/phase thereof and to apply for and obtain sanction on a phase-wise manner from time to time.
- 5.5. **MODIFICATIONS & ALTERATIONS:** The Second Party shall be entitled from time to time to cause modifications and alterations to the building plans or revised building plans in such manner and to such extent as the Second Party may, deem fit and proper.
- 5.6. **SIGNATURE AND SUBMISSION:** The First Parties shall sign, execute, submit and deliver all applications, undertaking, declaration, affidavit, plans, letters and other documents and do all acts deeds and things as may be required by the Second Party in connection with the obtaining of sanctions and approvals required to be obtained by the Second Party for commencing or carrying out any construction or development work relevant to the Subject Property either independently or jointly with any other part of the Project Site.
- 5.7. **APPROVALS FOR DEVELOPMENT:** The Second Party shall in its own name or in the name of the First Parties, as the case may be, apply for and obtain all permissions, clearances, no objection certificates and other approvals required for carrying out any development at the Subject Property or any part thereof or the Project Site, including those required from Pollution Control Authority, Environment, Fire Service Authorities, Police Authorities, Municipal/Panchayat Authorities any other Statutory Authorities, at its own costs and expenses.

PART-III: DEMOLITION AND CONSTRUCTION

- 5.8. **BOUNDARY WALLS:** The Second Party shall be entitled to construct boundary walls to secure the Subject Property or any part thereof as and when deemed fit and proper.
- 5.9. **DEMOLITION:** The Second Party shall from time to time be entitled to demolish the existing structures, if any at the Subject Property or any part thereof and the proceeds that may be realized out of the sale of debris shall belong to the Second Party.
- 5.10. **CONSTRUCTION:** The Second Party shall construct and build the Designated Building(s) and erect and install the Common Portions relevant to the use of the First Parties' Allocation in accordance with the Planning of the Second Party and upon due compliance of the Building Plans and laws affecting the same. The Second Party shall have the sole and complete rights and obligations in respect of all aspects of development and construction including the construction, elevation, beautification, pathways, walkways, driveways, division or demarcation of the Project Site into different portions by way of walls or fencing or any other means whatsoever, signages to be put up etc.
- 5.11. **GOOD CONSTRUCTION:** The Second Party shall cause the construction in a good and workman like manner with good quality of materials.
- 5.12. **UTILITIES:** The Second Party shall be entitled to use the existing connections and/or 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

9





ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 4 JAN 2011

Government Authorities and statutory or other matters required for the construction and use of the Project.

- 5.13. **GENERAL AUTHORITY:** The Second Party shall be authorized and empowered in its own name and also in the name of the First Parties, insofar as may be necessary, 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 reconstructions on the Project Site or any portion thereof and/or for obtaining any utilities and permissions.
- 5.14. **CONSTRUCTION TEAM:** The Architect and the entire team of people required for Planning and Constructions at the Project Site shall be such person as may be selected and appointed by the Second Party in its sole discretion.
- 5.15. **TIME FOR CONSTRUCTION:** Subject to the First Parties not being in default in compliance of their obligations hereunder, the Second Party shall complete and deliver the First Parties' Allocation to the First Parties in the manner mentioned hereinafter within 60(sixty) months from the date of launch of the phase in which the Designated Building(s) is comprised with a grace period of 12 (twelve) months in respect thereof.

PART-IV: COSTS OF CONSTRUCTION

- 5.16. **COSTS OF CONSTRUCTION:** Unless otherwise expressly mentioned herein, all costs and expenses for Planning, preparation and sanctioning of Building Plans and construction of the First Parties' Allocation in terms hereof shall be borne and paid by the Second Party. The Second Party shall not be liable for any costs and expenses on any account whatsoever in respect of the several obligations of the First Parties contained herein.

ARTICLE VI # FIRST PARTIES' ALLOCATIONS AND DEMARCATION AND IDENTIFICATION:

6. **FIRST PARTIES' ALLOCATION:**

- 6.1.1. **FIRST PARTIES' ENTITLEMENT:** The First Parties shall be allocated the residential units containing the super built up areas (in sq. ft.) morefully detailed in the Second Schedule hereunder written in any of the new buildings at the Project Site as may be decided by the Second Party at its sole discretion, hereinafter collectively referred to as the "First Parties' Entitlement".
- 6.1.2. **SPECIFICATIONS:** The Second Party shall complete the First Parties' Allocation with the Specifications as mentioned in the **FIFTH SCHEDULE** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.
- 6.1.3. **ALLOTMENT:** It is expressly agreed and understood by and between the parties in this regard that the location of the First Parties' Allocation may or may not be on any Building constructed at the Subject Property or any part thereof. The location of the Designated Building(s) containing First Parties' Allocation shall be selected by the Second Party as per its planning. The Second Party shall by separate Allotment letters



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
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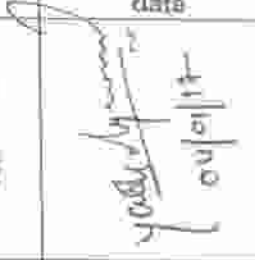

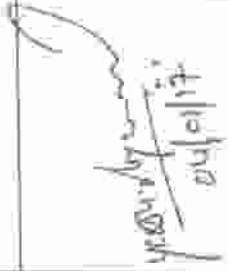





Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19040001582579/2016

I. Signature of the Person(s) admitting the Execution at Private Residence.





Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1.0	Mr Yash Agarwal 1000 Jessore Road, P.O.- Bangur, P.S:- Lake Town, District:-North 24- Parganas, West Bengal, India, PIN - 700055	Representative of Land Lord [Candice Towers Pvt. Ltd.]		23 	 21/10/16 Yash Agarwal
1.1	Mr Yash Agarwal 1000 Jessore Road, P.O.- Bangur, P.S:- Lake Town, District:-North 24- Parganas, West Bengal, India, PIN - 700055	Representative of Land Lord [Solana Construction Pvt. Ltd.]			 21/10/16 Yash Agarwal
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2.0	Mr Akash Saraf 153/1 Jessore Road, P.O.- Dum Dum, P.S:- Dum Dum, Dum Dum, District:-North 24- Parganas, West Bengal, India, PIN - 700074	Representative of Land Lord [Rogella Construction Pvt. Ltd.]		22 	 21/10/16 Akash Saraf
2.1	Mr Akash Saraf 153/1 Jessore Road, P.O.- Dum Dum, P.S:- Dum Dum, Dum Dum, District:-North 24- Parganas, West Bengal, India, PIN - 700074	Representative of Land Lord [Solana Plaza Pvt. Ltd.]			 21/10/16 Akash Saraf



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

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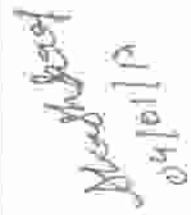






I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print 2'S	Signature with date
4	Mr Harsh Vardhan Patodia: 5F/2 New Road, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027	Representative of Developer (Unimark Realty Private Limited)			 4/11/17
Sl No.	Name and Address of Identifier	of		Signature with date	
1	Mr Gopal Jhunjhunwala Son of Late S S Jhunjhunwala 40 Burtolla St, P.O:- Burrabazar, P.S:- Posta, Kolkata, District:- Kolkata, West Bengal, India, PIN:- 700007	Mr Yash Agarwal, Mr Akash Saraf, Mr Radam Sarawagi, Mr Harsh Vardhan Patodia		 4/11/2017.	

(Asit Kumar Joarder)
 ADDITIONAL REGISTRAR
 OF ASSURANCE
 OFFICE OF THE A.R.A. -
 IV KOLKATA
 Kolkata, West Bengal



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Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2.2	Mr Akash Saraf 153/1 Jessore Road, P.O:- Dum Dum, P.S:- Dum Dum, District-North 24- Parganas, West Bengal, India, PIN - 700074.	Representative of Land Lord [Solana Promoters Pvt. Ltd.]			 04/10/18
2.3	Mr Akash Saraf 153/1 Jessore Road, P.O:- Dum Dum, P.S:- Dum Dum, District-North 24- Parganas, West Bengal, India, PIN - 700074.	Representative of Land Lord [Ximen Construction Pvt. Ltd.]			 04/10/18
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3.0	Mr Padam Sarawagi 42/2 Tincori Nath Bose Lane, P.O:- Salkia, P.S:- Golabari, Howrah, District:-Howrah, West Bengal, India, PIN - 711106	Representative of Land Lord [Tejas Enclave Pvt. Ltd.]		 29	 04.01.2018
3.1	Mr Padam Sarawagi 42/2 Tincori Nath Bose Lane, P.O:- Salkia, P.S:- Golabari, Howrah, District:-Howrah, West Bengal, India, PIN - 711106.	Representative of Land Lord [Ximen Enclave Pvt. Ltd.]			 04.01.2018
3.2	Mr Padam Sarawagi 42/2 Tincori Nath Bose Lane, P.O:- Salkia, P.S:- Golabari, Howrah, District:-Howrah, West Bengal, India, PIN - 711106.	Representative of Land Lord [Ximen Towers Pvt. Ltd.]			 04.01.2018



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in writing allot the First Parties' Allocation within four years from the date of sanction of the Building Plan on the following conditions.

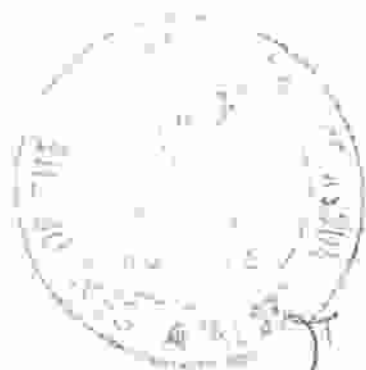
- (i) In the Allotment Letters to be issued by the Second Party, the Second Party shall mention the super built-up areas of the Residential Units allotted to the First Parties and the difference, if any with the entitlement of the First Parties.
- (ii) In case the super built-up area in the allotted Unit to a particular First Party/Landowner is more than its respective entitlement, then for the differential area, the concerned first party/landowner shall be liable to pay to the Second Party the consideration calculated at the booking rate at which the Second Party would be marketing similar Units in the Project at the material time. The time for payment shall be within six months from the date of the Allotment Letter.
- (iii) In case the super built-up area in the allotted Unit to a particular First Party/Landowner is less than its respective entitlement, then for the differential area, the Second Party shall be liable to pay to the concerned first party/ landowner the consideration calculated at the booking rate at which the Second Party would be marketing similar Units in the Project at the material time. The time for payment shall be within six months from the date of the Allotment Letter.
- (iv) On the failure of either party to pay the differential consideration in terms of the above sub-clauses, the defaulting party shall be liable to pay interest on the amount in default calculated @24% per annum.
- (v) In case of the reduction of the area of the First Parties' Entitlement due to any of the reasons specified in Article XV or Article XVI hereto or due to any other reason whatsoever, the provisions contained in the last preceding sub-clauses (i) to (iv) shall also apply mutatis mutandis to the area so reduced.

6.1.4. VARIATION OF ALLOTMENT: In case due to any change in the Planning in respect of the Project or due to reduction of the area of the First Parties' Entitlement due to any of the reasons specified in Article XV or Article XVI, the location of the Designated Building(s) or the First Parties' Allocation is desired or required to be changed, the Second Party shall be free to change such location and intimate the same to the First Parties and the provisions of clause 6.1.3 shall apply mutatis mutandis to the alternative Unit so allotted.

6.1.5. CONSEQUENCES ON SANCTION OR MODIFICATION OF BUILDING PLANS: In case upon sanction of the Building Plans or due to any modification of the Building Plans the location, dimension or area of any part of the Units comprised in the First Parties' Allocation are required to be varied, the Second Party shall be free to make such variation without requirement of any consent from the First Parties or any of them and the provisions of clause 6.1.3 shall apply mutatis mutandis to the variation of areas caused thereby.

6.1.6. FIRST PARTIES' ALLOCATION: The Units to be allotted to the First Parties in terms of clause 6.1.1 hereto subject to any changes or variations in terms of clause 6.1.3 and/or 6.1.4 hereto shall be the First Parties' Allocation.

6.2. SECOND PARTIES' ALLOCATION: Except the entitlement of the First Parties as regards the First Parties' Allocation, the First Parties shall not have any right, title or interest in the Project Site or Complex or the Designated Building(s) or any parts thereof which shall all comprise in and belong to the Second Party. The entire Subject Property shall also form part of the Second Party's Allocation. Even before identification of the First Parties' Allocation and issuance of the allotment letters to such effect by the Second Party to the First Parties, the



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

- 4 AN - 2017

Second Party shall be entitled to enter into agreements for sale and transfer for the Second Party's Allocation with the prospective transferees and accept the consideration amount from them.

6.3 COMMON PORTIONS:

6.3.1. The First Parties shall have the right to use such of the Common Portions as may be identified by the Second Party for the beneficial use and enjoyment of the First Parties' Allocation.

6.3.2. The Second Party shall provide for the availability of Common Portions on a phase wise basis providing for:

- (i) Passages and pathways for ingress and egress by the First Parties in respect of the First Parties' Allocation;
- (ii) electricity, drainage and sewerage and water connections;
- (iii) lifts and staircases in the Designated Building(s);
- (iv) any other area, installation or facility that the Second Party may provide at its sole discretion.

6.3.3. The Second Party shall be entitled:

- (i) to erect, install and/or operationalize the Common Portions in phases and gradually;
- (ii) Until completion of the Development of the entire Project Site or until such earlier time as the Second Party may deem fit and proper, to allow or permit only provisional and/or partial use of any of the Common Portions;
- (iii) to change the location, dimension, capacity or any other physical or in-built specifications of any Common Portions in phases and from time to time to erect, install or shift any Portion into any new phase or other portions of the Project Site;
- (iv) to erect temporary or permanent boundary between the different phases and to remove the same at any time or upon the completion of the later phase as the Second may deem fit and proper;
- (v) to effect temporary closure, shifting, relocating, change of capacity, dimension, physical or in-built specifications or any other addition or alteration to any of Common Portion.

6.3.4. The Second Party shall be free to impose restrictions and conditions for the use of the Common Portions;

6.3.5. The Second Party shall be free to alter the location or areas of the Common Portions within any Phase and between different phases from time to time;

6.3.6. The Second Party shall be free to provide for separate entrances and other Common Portions for different groups of Transferees;

6.4. **SIGNAGES:** Notwithstanding the other provisions hereof, it is expressly agreed that the Second Party shall have the sole and exclusive rights in respect of putting up or allowing to be put up signages, hoardings, banners, etc., at the Project Site and/or the Designated Building(s) and/or any other constructed and open spaces thereat.

12



ADDITIONAL REGISTRAR
OF ASSURANCES IN KOLKATA

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- 6.5. **SUPER BUILT-UP AREA:** The super built-up area in respect of all the Units in the Project (including those forming part of the First Parties' Allocation) shall be the built up area of the concerned Unit together with such proportionate area of the Common Portions as be determined by the Second Party.
- 6.6. **DELIVERY OF UNITS COMPRISED IN THE FIRST PARTIES' ALLOCATION:** The delivery of the First Parties' Allocation to the First Parties shall be by separate written notices by the Second Party offering the First Parties to take possession thereof within 30 days and unless possession of the same is taken by the First Parties earlier, the Second Party shall be deemed to have delivered possession of the same upon expiry of such 30 days.
- 6.6.1. Before issuing notices to the First Parties to take possession of the First Parties' Allocation of the First Parties as aforesaid, the Second Party shall construct and complete the same with availability of temporary or permanent water, electricity and drainage connections and obtain Completion Certificate of the Architect in respect thereof. Notwithstanding such delivery of possession of the First Parties' Allocation, the Second Party shall complete the finishing works that may remain incomplete for the concerned Phase subsequently.
- 6.6.2. Any such delivery of possession or deemed delivery of possession shall neither affect any outstanding liabilities or obligations of the First Parties at the material time nor the rights and remedies of the Second Party in respect of such outstanding obligations and liabilities.
- 6.6.3. The First Parties hereby confirm and accept as follows:
- (i) That construction work and related activities shall continue to be carried on in the Project Site in respect of the same or remaining phases and the use of the First Parties' Allocation shall be subject to the inconveniences caused thereby and also be subject to such additions and alterations in the infrastructure support systems, pipelines, wires and cables etc., as may be necessary;
 - (ii) All the Common Portions shall not be complete before the final completion of the entire development;
 - (iii) The elevation works and decoration and beautification works, relief and land layout works, permanent connections relating to the common amenities may be part of the last phase of construction at the Project Site;
- 6.7. **CONDITIONS ATTACHED TO OWNERSHIP OF FIRST PARTIES' ALLOCATION:** After identification of the First Parties' Allocation in terms hereof and issuance of allotment letters by the Second Party to the First Parties to such effect, the First Parties shall enter upon necessary agreements in respect thereof recording such allocation and also containing the covenants, conditions and restrictions regarding the ownership user and enjoyment of the First Parties' Allocation. The First Parties shall get the First Parties' Allocation registered in the respective names of the First Parties and/or their respective nominee(s) and the deeds of conveyance in respect of the registration of the First Parties' Allocation in favour of the First Parties and/ or their respective nominee(s) as the case may be shall be in such format as be prepared by the Second Party and all costs and expenses in respect of such registration will be borne solely by the First Parties and/ or their respective nominee(s). The ownership and enjoyment of the First Parties' Allocation by the First Parties shall be subject to the covenants, conditions and restrictions to be contained in such agreement and deed of conveyance and including those contained in the **FOURTH SCHEDULE** hereunder written.

13



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

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- 5.8. **SEPARATE CONFIRMATION:** If required by the First Parties, the Second Party will confirm handing over of possession of the First Parties' Allocation to the First Parties via the letters printed on non-judicial stamp paper of denomination of rupees fifty mentioning the details of the First Parties' Allocation therein and will provide xerox true copies of the title deeds of the other plots comprised in the Project Site for the record of the First Parties.
- 6.9. **TIME FOR COMPLETION OF FIRST PARTIES' ALLOCATION:** The First Parties' Allocation will be handed over to the First Parties respectively in terms of clause 6.6 hereto within eleven years from the date of execution of the respective agreements, failing which the Second Party will pay compensation to the respective parties @ Rs.5,000 (Rupees five thousand) only per cotah of the pieces and parcels of lands respectively owned by them in the Subject Property to form part of the Project Site per month, payable by the 7th day of the month. If the payment of compensation is delayed, interest @ 24% per annum will be payable.

ARTICLE VII # TRANSFER, REALIZATION & DEVELOPMENT AND TRANSFER OF NON RESIDENTIAL BLOCKS AND FACILITIES:

7. TRANSFER OF INDIVIDUAL ALLOCATIONS:

- 7.1. **TRANSFER OF THE SECOND PARTY'S ALLOCATION GENERALLY:** The Second Party shall be free to deal with, Transfer or part with possession of any part of the Second Party's Allocation to its Transferees without any interference or obstruction from the First Parties.
- 7.2. **RIGHT TO TRANSFER ALLOCATIONS AND CONDITIONS GENERALLY AFFECTING THE SAME:** The First Parties and the Second Party shall be entitled to Transfer their respective Allocations to such person and at such price/consideration as they may respectively deem fit and proper. Provided However That
- (i) The First Parties shall not, without the prior written consent of the Second party, Transfer the First Parties' Allocation or any part thereof till the completion of construction of the Designated Building(s) and taking possession of the First Parties' Allocation from the Second Party. This shall however not prevent the First Parties to enter into agreements for sale/transfer of First Parties' Allocation with the prospective transferees and accept the consideration amount from them after identification of the of the First Parties' Allocation in terms hereof and issuance of allotment letters by the Second Party to the First Parties to such effect.
 - (ii) The First Parties shall not make any commitment or enter upon any agreement(s) or term(s) which is or may be repugnant to or contrary to those contained or otherwise affects or prejudices the scope of the rights and obligations of the Second Party hereunder;
 - (iii) The First Parties shall not execute and register the sale deeds and other instruments in respect of sale or transfer of the First Parties' Allocation, till such time the same is constructed and delivered to the First Parties;
 - (iv) Any transfer by the First Parties shall be at their own respective risks and consequences;
- 7.2.2. **OTHER CONDITIONS AFFECTING TRANSFER OF ALLOCATIONS:** Save and subject to any restriction, condition, limitation and provision contained elsewhere in this agreement:





ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

10 JAN 1958

- (i) The First Parties do hereby also accord their consent and authorization to the Second Party to enter into the agreements and contracts with the prospective transferees in respect of the Second Party's Allocation or any part thereof without making the First Parties parties therein. However, if so required by the Second Party, the First Parties shall, notwithstanding the consent and authorization above, and without claiming any consideration or money, join in as confirming parties to all such agreements and contracts, agreeing and confirming, inter alia, thereunder to convey or transfer their title in respect of the proportionate undivided share in the land to the prospective Transferees of the Allocation of the Second Party;
- (ii) The Second Party doth hereby also accord its consent and authorization to the First Parties to enter into the agreements and contracts with the prospective Transferees in respect of the First Parties' Allocation upon completion of the construction of the Designated Building(s) without making the Second Party a party thereto but the First Parties shall be required to give a prior intimation to the Second Party in respect of any such transfer;
- (iii) The First Parties would execute and register the sale deeds and other instruments of transfer to complete the sale or transfer of the undivided shares in the land of the Subject Property or any part thereof in favour of the prospective Transferees as may be nominated by the Second Party;
- (iv) The sale of the Units may be done on carpet or built-up or super built-up or other basis as the Second Party may from time to time decide for the entire or any part of the Complex.

7.2.3. REALIZATION AGAINST INDIVIDUAL ALLOCATION AND APPROPRIATION:

- (i) All amounts and consideration receivable by the Second Party under any agreements, contracts and deeds in respect of the Second Party's Allocation shall be to the account of and shall be received realised and appropriated by the Second Party exclusively and the First Parties shall have no concern therewith.
- (ii) Subject to the other provisions hereof, all amounts and consideration receivable by the First Parties under any agreements, contracts and deeds in respect of the First Parties' Allocation shall be received realised and appropriated by the First Parties exclusively and the Second Party shall have no concern therewith.

7.3 PROVISION FOR NON RESIDENTIAL DEVELOPMENT: The Second Party shall be at liberty to plan and construct Non Residential Units and/or non residential buildings/blocks at the Project Site or any phase thereof. Such non residential Units/buildings/blocks may include the construction of Club or any Recreational Area, School or other Educational Area, Medical Facilities, Cultural and Ceremonial Areas, Lodging and Boarding Areas or Hotel/Restaurant and any other Assembly, Commercial or Mercantile uses. It will not be necessary to give any priority or privilege to the First Parties or the Transferees of Residential Units in respect of any Non Residential Unit/block/portion or facility and the decision on use of the same by residents, visitors and/or outsiders shall be taken decided by the Second Party therefor. The rules or procedures for any membership or user of any Club or other facility shall be such as the Second Party may deem fit and proper.

ARTICLE-VIII # GOVERNMENT REGULATION AND SUPPORT:

8.1. GOVERNMENT SUPPORT: The Second Party shall have the right to develop the Project in association with or with the support of or as a joint venture with the Government.



REGISTRAR
- 26 JAN 1911

8.2. The expression Government shall include Central and State Governments and any departments thereof and any local authority or government company and any statutory authority and also include or body constituted by them or any of them or by any judicial authority.

ARTICLE IX # EXTRAS & DEPOSITS, COMMON PURPOSES AND TAX LIABILITIES

9. EXTRAS AND DEPOSITS:

9.1. The First Parties agree to pay and/or cause to be paid by their Transferees to the Second Party within 15 days from the date of receiving notice from the Second Party to take possession of the First Parties' Allocation or any part thereof, the Extras and Deposits mentioned hereinafter and the same shall be payable wholly or proportionately as applicable and till such payments are made in full by the First Parties to the Second Party, the Second Party will not be liable to hand over possession of the First Parties' Allocation to the First Parties.

9.1.1 **EXTRAS** which may include all costs, charges and expenses on account of HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts and deposits payable to the electricity service provider, 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). Cost of formation of service maintenance company/society, Club Membership and Usage charges, Additional Facility or Utility Charges etc., and all other extras that may be charged by the Second Party from the Transferees of the Second Party's Allocation.

9.1.2 **DEPOSITS** (interest free) which may include Deposit on account of maintenance charges (including reserves to cover 24 months maintenance charges or more or less), common expenses, municipal rates and taxes etc, and any other deposits if so made applicable by the Second Party for any Transferable Areas. Any unadjusted deposit shall be transferred to the Association of the Transferees of the New Buildings upon its formation and handover of charge relating to the Common Purposes to it.

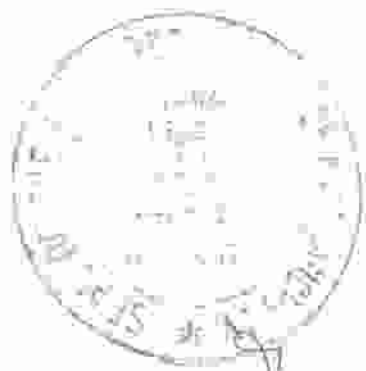
9.2 **TAXES:** The First Parties will bear the Service Tax, Works Contract Tax, Value Added Tax, GST or any other tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force pertaining to the First Parties' Allocation and/or this Agreement.

9.3 COMMON PURPOSES:

9.3.1 The First Parties and any Transferee of the First Parties' Allocation shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Second Party and adopted for or relating to the Common Purposes.

9.3.2 Furthermore, while dealing with and/or entering into any agreements and other documents of transfer of their respective allocations or any part thereof, the First Parties shall necessarily incorporate all rules, regulations restrictions and conditions framed by the Second Party as aforesaid.

9.3.3 The expression "Common Purposes" shall mean and include the purpose of maintaining, administering, up-keep and security of the developments on the Project Site or any part thereof



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and in particular the Common Purposes, rendition of common services in connection to the occupants and Transferees of the developments at the Project Site; collection and disbursement of the common expenses; the purpose of regulating mutual rights obligations and liabilities of occupiers of the Project, and dealing with all matters of common interest of the occupiers of the Project.

9.4 MAINTENANCE-IN-CHARGE:

- 9.4.1 The Second Party shall upon completion of the construction of the Complex or any phase thereof as the Second Party may deem fit and proper form an Association (which may be a Society or Company or Association or Co-operative Society as may be deemed proper and expedient) for the Common Purposes and till such time as the Association is formed the Second Party or its nominee shall be in charge for the Common Purposes till such time as the Second Party desires to keep such charge;
- 9.4.2 In case the Second Party communicates the First Parties and other Transferees to form such Association, they shall be bound to form the same within the period stipulated by the Second Party, failing which the Transferees collectively shall be responsible for the role of the Association.
- 9.4.3 Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Second Party 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 Second Party may deem fit and proper. All charges of such agencies and organizations shall be part of the Common Expenses;
- 9.4.4 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.
- 9.4.5 The expression "Maintenance-in-charge" shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and till such time the Association is formed and takes charge of the acts relating to the Common Purposes mean the Second Party or the Transferees (collectively) as the case may be in terms of Clause 10.4 and sub-clauses thereof.

ARTICLE X # COVENANTS

10 COVENANTS BY THE FIRST PARTIES:

- 10.3 The First Parties do hereby covenant with the Second Party as follows:
- 10.3.1 That each and every representation made by the First Parties hereinabove are all true and correct and agrees and covenants to perform each and every representation and the failure in such performance or detection of any representation as false (partially or wholly) or incorrect or misleading shall amount to breach and default of the terms and conditions of this agreement by the First Parties.
- 10.3.2 That with effect from the date of execution hereof, the First Parties shall neither deal with, transfer, let out or create any Encumbrance in respect of the Subject Property or any part



REGISTRAR
KOLKATA
WEST BENGAL

thereof or any development to be made thereon save only to the extent permitted expressly hereunder.

- 10.3.3 The First Parties shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Second Party.
- 10.3.4 That the Second Party shall, at its own costs and expenses, be entitled to enter into one or more composite and combined Development Agreements with the Land Owners of different portions of Project Site (including the Subject Property) and the First Parties shall not raise any objection or cause any obstruction in respect of the same and shall execute any further or other development contracts with the Second Party wherein one or more of the other Land Owners may also be parties as required by and at the costs and expenses of the Second Party.
- 10.3.5 That the First Parties 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 not do or permit any act or omission contrary to the terms and conditions of this agreement in any manner.
- 10.3.6 That the First Parties shall not cause any interference or hindrance in the sanction/modification/alteration of Sanction Plans in terms hereof, construction and development at the Project Site by the Second Party and/or Transfer of the Second Party's Allocation and not to do any act deed or thing whereby any right of the Second Party hereunder may be affected nor make any claim whatsoever in any other part or portion of the Project Site except the First Parties' Allocation.
- 10.3.7 For all or any of the purposes contained in this agreement, the First Parties shall render all assistance and co-operation to the Second Party and sign, execute and submit and deliver at the costs and expenses of the Second Party all plans, specifications, undertakings, declarations, no objections, disclaimers, releases, papers, documents, powers and authorities as may be lawfully or reasonably required by the Second Party from time to time.

10.4 **COVENANTS BY THE SECOND PARTY:** The Second Party do hereby covenant with the First Parties as follows:

- 10.4.1 The Second Party do hereby agree and covenant with the First Parties not to do any act deed or thing whereby any right or obligation of the First Parties hereunder may be affected or the First Parties are prevented from making or proceeding with the compliance of the obligations of the First Parties hereunder.

ARTICLE XI # FORCE MAJEURE:

11 Force Majeure:

- 11.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise out of a breach or default by such Party of any of its obligations under this Agreement but which arises from, or is attributable to

- 11.1.1 Fire, Flood, Earthquake, storm, lightning, epidemic, disaster or such other unforeseen natural calamities;
- 11.1.2 Riots, civil commotion and disturbances, disorder, insurgency, explosion, enemy action or war or military operations or terrorist action;
- 11.1.3 Interruption in the supply of utilities required in the Project;



Handwritten text, possibly a signature or date, located below the seal. The text is faint and difficult to read, but appears to include a date and a name.

- 11.1.4 Shortage/Stoppage in the supply of materials and equipments required in development of the Project;
- 11.1.5 Injunctions/orders of any government, civic bodies, panchayat/municipal bodies or other statutory bodies or other authorities restraining the implementation of the Project;
- 11.1.6 Changes in law, notifications and/or government orders materially affecting the continuance or implementation of the Project;

11.2 Notwithstanding anything elsewhere to the contrary contained in this agreement, the parties hereto shall not be considered to be in default in performance of the obligations or be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the force majeure and time for performance shall remain suspended during the duration of the force majeure.

ARTICLE XII # POWERS OF ATTORNEY AND OTHER POWERS:

12 POWERS BY FIRST PARTIES:

12.1 The First Parties shall execute and/or register one or more Powers of Attorney in favour of the Second Party and its nominated persons being namely Mr. Harsh Vardhan Patodia and Mr. Kumar Vardhan Patodia and Mr. Kirti Vardhan Patodia or such other person as may be nominated from time to time granting all necessary powers and authorities to effectuate and implement this agreement (including for preparation and sanction of Building Plans, construction and development of the Project Site, sale or otherwise transfer of the Second Party's Allocation and all share right title and interest of the First Parties in the Second Party's Allocation) and also otherwise under this agreement and the same shall be co-terminus with this Agreement.

12.2 If any further powers or authorities be required by the Second Party at any time for or relating to the purposes mentioned herein, the First Parties shall grant the same to the Second Party and/or its nominees at the latter's costs and expenses and the same shall be co-terminus with this Agreement.

12.3 **AUTHORITY AND ADDITIONAL POWERS:** It is understood that to facilitate the construction of Development at the Project Site by the Second Party and for obtaining necessary connections and utilities therein or therefor, various acts deeds matters and things not herein specified may be required to be done by the Second Party and for which the Second Party may need the authority of the First Parties and various applications and other documents may be required to be signed or made by the First Parties relating to which specific provisions may not have been mentioned herein. The First Parties hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Second Party to be done in the matter and the First Parties shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Second Party for the purpose and the First Parties also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Second Party.

12.4 The said power or powers of attorney to be so granted by the First Parties to the Second Party and/or its nominee/s shall be exercised jointly and/or severally by them and shall form a part of this agreement and the First Parties shall not be entitled to modify or alter the same without the prior written consent of the Second Party.

12.5 Notwithstanding grant of the aforesaid Powers of Attorney, the First Parties at the request of the Second Party shall (i) sign and execute necessary applications, affidavits, undertakings and

19



ADDITIONAL REGISTRAR
OF ASSURANCE IN, KOLKATA
- 4 187

other documents as necessary/required from time to time for the purpose to be submitted to the concerned departments/authorities for the development of the said Project Site including the Subject Property, and (ii) sign and execute necessary deeds and documents for the purpose of sale and transfer of the Second Party's Allocation in favour of the Second Party and/or its nominees/intending transferees without any claim of sale proceeds/premium/consideration etc., and as required by the Second Party from time to time. Similarly, the Second Party at the request of the First Parties shall sign and execute necessary deeds and documents for the purpose of sale and transfer of the First Parties' Allocation in favour of the First Parties and/or their respective nominees/intending transferees.

ARTICLE-XIII # MISCELLANEOUS:

13 MISCELLANEOUS:

- 13.1 FINANCE AND MORTGAGE:** The First Parties hereby agree and permit the Second Party to obtain loans and finance in respect of any aspect of the Project including the development of the Complex or any part thereof from any Banks and/or the Financial Institutions and/or Non-Banking Financial Companies and/or Foreign Direct Investors by mortgaging and charging the Second Party's Allocation including the land of the Subject Property (or any part thereof) forming part thereof and the Second Party shall be entitled to deposit the original title deeds/ documents concerning the Subject Property for obtaining any loans and finance from the banks and/or the Financial Institutions and/or Non-Banking Financial Companies and/or Foreign Direct Investors as may be required and necessary in this regard, without however creating any financial obligation upon the First Parties. The Second Party shall also be entitled to permit the Transferees of Units, Parking Spaces and other Transferable Areas comprised in the Second Party's Allocation to take loans from any such Banks or Financial Institutions.
- 13.2 PROPERTY TAXES AND OUTGOINGS:** Until fulfilment of all obligations of the First Parties hereunder, all taxes and outgoings (including arrears) on account of municipal/panchayat tax, land revenue, land tax, electricity charges and others shall be borne and paid by the First Parties and those arising for the period thereafter shall be borne and paid by the Second Party provided that upon construction of each phase of the Project, all taxes and outgoings in respect of the respective Allocations of the parties in such phase shall be borne paid and discharged by them respectively.
- 13.3 DUE DATE FOR PAYMENT BY FIRST PARTIES GENERALLY:** Any amount required to be paid or contributed by the First Parties in terms hereof shall, unless otherwise expressly mentioned herein, shall be paid by the First Parties to the Second Party within 15 days of the Second Party raising its demand in respect thereof and failure to pay shall attract interest @24% per annum thereon.
- 13.4 ADJACENT PROPERTIES:** The parties agree that except with the prior written consent of the Second Party, the First Parties or any person claiming through under or in trust for them or any group or associate company or organization or person shall not be entitled to negotiate with or acquire any other property adjacent to the Subject Property or any part thereof.
- 13.5** In case the First Parties or any of them acquire any property not forming part of the Project Site but adjacent thereto, then the First Parties shall be bound to give a first right of refusal in respect thereof to the Second Party on the same terms and conditions as applicable to the Subject Property. The First Parties shall inform the Second Party in writing about the availability of such adjacent property giving time of 90 days to exercise its right of refusal and unless refused by the Second Party or not responded by the Second Party during such 90 days period, the First Parties



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 4 JAN 2-1

in their respective domains/connected persons shall not deal with the same to any other person or enter upon any negotiation with any other person. In case of such inclusion of any property, the Project Site shall include such additional property subject to the provisions and conditions contained in this clause hereinabove.

13.6 **INDEMNITY BY FIRST PARTIES:** At all times hereafter the First Parties hereto shall indemnify and agree to keep the Second Party, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Second Party and arising due to any representation of the First Parties being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the First Parties.

13.7 **INDEMNITY BY SECOND PARTY:** At all times hereafter the Second Party hereto shall indemnify and agree to keep the First Parties, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the First Parties and arising due to any act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Second Party. The Second Party shall be liable for any lapses or accident during construction of the Complex or in the workmanship as mentioned herein.

13.8 **DEATH OR INCAPACITY:** Notwithstanding any subsequent death or incapacity etc., of the First Parties, this agreement as well as the Power/s of Attorney to be executed by the First Parties, shall remain valid and effective and automatically bind all the heirs, executors, administrators, legal representatives of the First Parties as if they were parties hereto and to the said Power/s of Attorney.

13.9 **NO PARTNERSHIP OR AOP:** The First Parties and the Second Party have entered into this Agreement purely as a principal to principal 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.

13.10 **WAIVERS:** 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 occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.

13.11 **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions, correspondence and agreements between the Parties, written oral or implied.

13.12 **PART UNENFORCEABILITY:** 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 endeavours to substitute for any invalid or unenforceable



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 4 JAN 2017

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.

13.13 **MODIFICATIONS:** 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 First Parties and the Second Party.

13.14 **CUSTODY OF ORIGINAL AGREEMENT:** This original agreement will be kept by the Second Party in its custody and the Second Party will provide the First Parties the xerox copies of this agreement authenticated as True Copies for the First Parties' record.

ARTICLE XIV # DEFAULTS AND CONSEQUENCES:

14. DEFAULTS OF FIRST PARTIES AND CONSEQUENCES:

14.1 In case the First Parties fail and/or neglect to make out a marketable title to the Subject Property or any part thereof or to comply with any of their obligations mentioned in this Agreement in the manner or within the period stipulated therefor, the First Parties shall be liable to pay interest @24% per annum on all amounts incurred in the development of the Subject Property or any part thereof, for the period of delay and without affecting the obligation to pay interest as above, the Second Party shall be entitled to take any one or more of the following recourses in any priority or order as the Second Party shall deem fit and proper:

14.1.1 To itself try and attempt the compliance of the obligation under default at the cost of the First Parties and by paying such amounts and in such manner and on such terms and conditions as the Second Party may deem fit and proper and without being liable to the First Parties for the result of such attempt;

14.1.2 To exclude the pieces or parcels of land or portion or portions thereof as may be the subject matter of such default from being part of the Project Site and to continue the Project in the balance portion. In case of any such exclusion, the Project Site, the Subject Property shall be varied correspondingly and accordingly and the First Parties' Entitlement shall be varied pro-rata;

14.1.3 To sue the First Parties for specific performance of the contract;

14.1.4 To cancel the contract envisaged herein and in such event the consequences of Cancellation as envisaged in Clause 15.3 shall be followed.

14.2 **EFFECTS OF SECOND PARTY CARRYING OUT OBLIGATION OF FIRST PARTIES:** In case the Second Party attempting the compliance of the obligation of the First Parties under default, the amounts, costs and expenses paid or incurred by the Second Party together with interest @24% per annum thereof shall be the liability of the First Parties exclusively.

14.3 **CONSEQUENCES OF CANCELLATION:** In case the Second Party cancels this Agreement, then notwithstanding anything elsewhere to the contrary contained in this Agreement the following consequences shall apply:

14.3.1.1 The right of the First Parties in First Parties' Entitlement and the First Parties' Allocation shall ipso facto stand cancelled with immediate effect;



ADDITIONAL DEPARTMENT
OF ASSURANCES - M. KOI YATA
- 4 JAN 1977

14.3.1.2 The Security Deposit and all other amounts on any account paid or incurred by the Second Party on the Subject Property or any part thereof, shall immediately and in any event within 15 days of being demanded by the Second Party, become refundable by the First Parties to the Second Party;

14.3.1.3 Upon the refund and payment of the amounts mentioned in the last preceding sub-clause (1), the cancellation shall take effect.

14.4 **DEFAULTS BY SECOND PARTY:** In case the First Parties comply with and/or are ready and willing to carry out their obligations as stated herein and the Second Party fails and/or neglects to comply with its obligations within the stipulated period, the First Parties shall be entitled to sue the Second Party for specific performance of the contract and/or damages.

14.5 **UNILATERAL CANCELLATION:** 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.

14.6 **CHOICE OF REMEDIES:** It is clarified that the exercise of any one or more remedy by any party shall not be or constitute a bar for the exercise of any other remedy by the Second Party at any time. Furthermore, the liability of the First Parties to pay interest at the rate and in terms of the other Clauses of this agreement shall continue for the entire duration until payment/repayment of the entire dues irrespective of the exercise of the other remedies by the defaulting party and without affecting the other liabilities of the defaulting party hereunder.

ARTICLE-XV # ACQUISITION AND REQUISITION:

15 Acquisition and Requisition:

15.1 Except as contained in clause 16.3 hereto, in case the Subject Property and/or any portion thereof is acquired or is requisitioned by the Government or any other Body or Authority hereafter but before construction of the New Buildings and issuance of Completion Certificate thereof by the Architect in any Phase, then in that event the parties shall contest and challenge such acquisition. If however, acquisition or requisition becomes inevitable, then the Second Party shall have the following options:

15.1.1 Either to exclude the portion or portions as may be the subject matter of such acquisition or requisition from being part of the Project Site and to continue the Project in the balance portion. In case of any such exclusion, the Subject Property, the Project Site shall be varied correspondingly and the First Parties' Entitlement shall be varied pro-rata and the compensation received in respect of the acquisition or requisition of the acquired portion shall belong to the parties in the ratio as be mutually agreed. In case of the acquisition or requisition of the entirety of the Subject Property, this agreement shall ipso facto stand cancelled and the Consequences of Cancellation mentioned in Clause 15.3 shall apply;

15.1.2 Or to cancel this agreement in its entirety in which event the Consequences of Cancellation mentioned in Clause 15.3 shall apply.

15.2 The amount awarded in respect of such acquisition or requisition shall be charged towards amounts receivable or recoverable by the Second Party in the eventualities contemplated in clause 15.1 above.

15.3 **Acquisition and Requisition after completion of the New Buildings:** In case the subject Property or any part thereof is acquired or requisitioned after construction of the Designated Building(s), then :

23



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 4 JAN 1971

- (j) If the Designated Building(s) is not affected by such acquisition or requisition, the entire compensation in respect of the Subject Property shall be paid to the Second Party and if the Designated Building(s) is affected by such acquisition or requisition then the compensation payable or apportioned for the First Parties' Allocation in the Designated Building(s) together with the appurtenant land share shall belong to the First Parties and all other compensation shall be received by the Second Party.

ARTICLE-XVI # NOTICES, ARBITRATION AND JURISDICTION:

16 NOTICES:

- 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 despatch 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.

16.2 ARBITRATION:

- 16.2.1 All disputes and differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/ or the Subject Property or any part thereof or determination of any liability shall be referred to arbitration of one or more persons (hereinafter referred to as "the Arbitration Tribunal") being a reference within the meaning of the Arbitration and Conciliation Act 1996 or any other statutory modification or enactment for the time being in force. In connection with the said arbitration, the parties have agreed and declared as follows:

16.2.1.1 The Arbitration Tribunal shall have summary powers and will be entitled to lay down their own procedure.

16.2.1.2 The Arbitration Tribunal will be at liberty to give interim orders and/or directions.

16.2.1.3 The Arbitration Tribunal shall be entitled to rely on oral submissions made by the parties and to pass awards and/or directions based on such oral submissions.

16.2.1.4 The Arbitration Tribunal will be at liberty to award compensation without being liable to assign any reason therefore and the parties have agreed not to challenge the authority of the Arbitrators in awarding such compensation.

16.2.2 The parties agree to abide by all their directions and/or awards and not to challenge the same in any manner whatsoever or howsoever.

16.3 JURISDICTION:

- 16.3.1 Only the Courts within the Ordinary Original Civil Jurisdiction of the Calcutta High Court shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.

THE FIRST SCHEDULE ABOVE REFERRED TO: (Subject Property)

ALL THAT the lands comprised in under LR Dag Nos, 539, 554, 539/1430, 553, 540, 544, 554, 555 in Mouza: Sita I.L. No. 101, being portion of the municipal premises no. 49/39 Jessore Road, (Eusr).



9

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 4 JAN 2017

Kolkata: 700/24, P § - Barasat, District North 24 Parganas, owned by the First Parties as per details as follows:-

Sr. No.	Name of the First Party	Piece of land
1	CANDICE TOWERS PRIVATE LIMITED	60 satak, more or less, situate lying at Mouza Siti, J. L. No. 101, comprised in the L.R. Dag No.539 appertaining to L.R. Khatian No.2084, Police Station- Barasat.
		26 satak, more or less, situate lying at Mouza Siti, J. L. No. 101, comprised in L.R. Dag No.554 appertaining to L.R. Khatian No.2084, Police Station- Barasat.
		12 satak, more or less, situate lying at Mouza Siti, J. L. No. 101, comprised in L.R. Dag No.539/1430 appertaining to L.R. Khatian No.2084, Police Station- Barasat.
2	ROGELIO CONSTRUCTION PRIVATE LIMITED	90 satak, more or less, situate lying at Mouza Siti, J. L. No. 101, comprised in L.R. Dag No.539 appertaining to L.R. Khatian No.2091, Police Station- Barasat.
		7 satak, more or less, situate lying at Mouza Siti, J. L. No. 101, comprised in L.R. Dag No. 553 appertaining to L.R. Khatian No.2091, Police Station- Barasat.
3)	SOLANA CONSTRUCTION PRIVATE LIMITED	78 satak, more or less, situate lying at Mouza Siti, J. L. No. 101, comprised in L.R. Dag No.539 appertaining to L.R. Khatian No.2125, Police Station- Barasat
		14 satak, more or less, situate lying at Mouza Siti, J. L. No. 101, comprised in L.R. Dag No.544 appertaining to L.R. Khatian No.2125, Police Station- Barasat.
		4 satak, more or less, situate lying at Mouza Siti, J. L. No. 101, comprised in L.R. Dag. No.539/1430 appertaining to L.R. Khatian No.2125, Police Station- Barasat.
4)	SOLANA PLAZA PRIVATE LIMITED	82 satak, more or less, situate lying at Mouza Siti, J. L. No. 101, comprised in L.R. Dag No. 539 appertaining to L.R. Khatian No. 2103, Police Station- Barasat
		7 satak, more or less, situate lying at Mouza Siti, J. L. No. 101, comprised in L.R. Dag Nos.544 appertaining to L.R. Khatian No. 2103, Police Station- Barasat.
5)	SOLANA PROMOTERS PRIVATE LIMITED	64 satak, more or less, situate lying at Mouza Siti, J. L. No. 101, comprised in L.R. Dag No.539 appertaining to L.R. Khatian No. 2092 Police Station- Barasat
		14 satak, more or less, situate lying at Mouza Siti, J. L. No. 101, comprised in L.R. Dag No.540 appertaining to L.R. Khatian No. 2092 Police Station- Barasat
6)	TEJAS ENCLAVE PRIVATE LIMITED	70 satak, more or less, situate lying at Mouza Siti, J. L. No. 101, comprised in the L.R. Dag No.539 appertaining to L.R. Khatian No. 2089 Police Station-



7

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

- 4 JAN 2011

		<u>Burmasat</u> 5 satak, more or less, situate lying at Mouza Siti, J. L. No. 101, comprised in L.R. Dag No. 534 appertaining to L.R. Khatim No. 2089 Police Station- Barasat
7)	XIMEN CONSTRUCTION PRIVATE LIMITED	77 satak, more or less, situate lying at Mouza Siti, J. L. No. 101, comprised in L.R. Dag No. 539 appertaining to L.R. Khatim No. 2088, Police Station- Barasat 8 satak, more or less, situate lying at Mouza Siti, J. L. No. 101, comprised in L.R. Dag No. 544 appertaining to L.R. Khatim No. 2088, Police Station- Barasat 11 satak, more or less, situate lying at Mouza Siti, J. L. No. 101, comprised in L.R. Dag No. 539/1430 appertaining to L.R. Khatim No. 2088, Police Station- Barasat
8)	XIMEN ENCLAVE PRIVATE LIMITED	92 satak, more or less, situate lying at Mouza Siti, J. L. No. 101, comprised in L.R. Dag No. 539 appertaining to L.R. Khatim No. 2087/1, Police Station- Barasat
9)	XIMEN TOWERS PRIVATE LIMITED	94 satak, more or less, situate lying at Mouza Siti, J. L. No. 101, comprised in L.R. Dag No. 539 appertaining to L.R. Khatim No. 2087/1, Police Station- Barasat

THE SECOND SCHEDULE ABOVE REFERRED TO:
(The First Parties' Allocation)

Sr. No.	Name of the First Party	Area
1)	CANDICE TOWERS PRIVATE LIMITED	4230 [Four Thousands Two Hundred Thirty] sq. ft. super built up area
2)	ROGELIO CONSTRUCTION PRIVATE LIMITED	4150 [Four Thousands One Hundred Fifty] sq. ft. super built up area
3)	SOLANA CONSTRUCTION PRIVATE LIMITED	3340 [Three Thousands Three Hundred Forty] sq. ft. super built up area
4)	SOLANA PLAZA PRIVATE LIMITED	3805 [Three Thousands Eight Hundred Five] sq. ft. super built up area
5)	SOLANA PROMOTERS PRIVATE LIMITED	3370 [Three Thousands Three Hundred Seventy] sq. ft. super built up area
6)	TEJAS ENCLAVE PRIVATE LIMITED	3245 [Three Thousands Two Hundred Forty Five] sq. ft. super built up area
7)	XIMEN CONSTRUCTION PRIVATE LIMITED	4185 [Four Thousands One Hundred Eighty Five] sq. ft. super built up area
8)	XIMEN ENCLAVE PRIVATE LIMITED	3980 [Three Thousands Nine Hundred Eighty] sq. ft. super built up area
9)	XIMEN TOWERS PRIVATE LIMITED	4065 [Four Thousands Sixty Five] sq. ft.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Representations and Warranties on title by the First Parties)

1. THAT the First Parties herein became and still are the sole absolute and exclusive owners of the pieces and parcels of lands of the Subject Property.



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 4 JAN 2011

2. THAT the First Parties are lawfully and absolutely seized and possessed of and well and sufficiently entitled to, as the sole, absolute and exclusive owner of the Subject Property and every part thereof free from all encumbrances and the First Parties are paying Khajam to the Government of West Bengal in respect of the pieces and parcels of the Subject Property.
3. THAT the Subject Property or any portion thereof is not affected by any attachment including the attachment under any certificate case or any proceedings started at the instance of the Income Tax Authorities or the Estate Duty Authority or other Government authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever and there is no certificate case or proceedings against the First Parties or any of them for realisation of the arrears of Income Tax or Wealth Tax or Gift Tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force.
4. THAT the Subject Property or any portion thereof is not affected by any notice or scheme of acquisition, requisition or alignment of the Kolkata Metropolitan Development Authority or the Government or any other Public body or authorities.
5. THAT no declaration or notification is made or published for acquisition or requisition of or alignment on the Subject Property or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the Subject Property or any portion thereof is not affected by any notice of acquisition or requisition or alignment under any Act or Case whatsoever.
6. THAT there is no impediment under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 and/or West Bengal Estates Acquisition Act, 1953 and/or West Bengal Land Reforms Act, 1955 and/or any other act or legislation or otherwise for the First Parties to enter into the instant agreement on the terms and conditions mentioned herein.
7. THAT the First Parties have represented and assured to the Second Party that there is no action, suit, appeal or litigation in respect of the Subject Property or any part or share thereof pending or filed at any time heretofore and that the Subject Property was in uninterrupted exclusive ownership and possession and enjoyment of the First Parties since the date of purchase thereof by the First Parties without any claim, obstruction, dispute or impediment whatsoever or howsoever from or by any person and that no person has ever claimed any right title interest or possession whatsoever in the Subject Property or any part thereof nor sent any notice in respect thereof And That save and except the First Parties no other person can claim any right title or interest whatsoever in the Subject Property or any part thereof.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

PART-I

1. **OUTGOINGS AND TAXES:** The First Parties bind themselves and covenant to bear and pay and discharge the following expenses and outgoings:
 - (a) Municipal rates and taxes and water tax, if any, assessed on or in respect of the First Parties' Allocation and the Appurtenances directly to the Barasat Municipality Provided That so long as the First Parties' Allocation is not assessed separately for the purpose of such rates and taxes, the First Parties shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said premises.
 - (b) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the First Parties' Allocation or the Appurtenances or the Building or the said premises and whether demanded from or payable by the First Parties or the Maintenance In-charge and the same shall be paid by the First Parties wholly in case the same relates to the First Parties' Allocation and/or the Appurtenances and proportionately in case the same relates to the Building or the said premises or any part thereof.





ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 4 JAN 2017

- (c) Electricity charges for electricity consumed in or relating to the First Parties' Allocation and the Appurtenances (including any applicable minimum charges, proportionate share of the electricity charges for loss of electricity due to amortization and transmission).
 - (d) Charges for water, and other utilities consumed by the First Parties and/or attributable or relating to the First Parties' Allocation and the Appurtenances against demands made by the concerned authorities and/or the Maintenance In-charge and in using, enjoying and/or availing any other utility or facility, if exclusively in or for the First Parties' Allocation and/or the Appurtenances, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authority as the case may be.
 - (e) Proportionate share of all Common Expenses (including those mentioned in **FOURTH SCHEDULE** hereunder written) to the concerned Maintenance In-charge. In particular and without prejudice to the generality of the foregoing, the First Parties shall pay to the Maintenance-in-charge, maintenance charges calculated at such rate as be decided by the Second Party. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
 - (f) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the First Parties.
 - (g) Service Tax, Vat, GST and any applicable tax, cess, imposition or levy in respect of any amounts and outgoings payable by the First Parties and also all penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the First Parties in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
2. All payments mentioned in this agreement shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the First Parties or in the letter box in the ground floor earmarked for the First Parties' Allocation. Provided That any amount payable by the First Parties directly to any authority shall always be paid by the First Parties within the stipulated due date in respect thereof and the First Parties shall bear and pay the same accordingly and without any delay, demur or default and indemnify and keep indemnified the Second Party and the Maintenance-in-Charge and all other Co-owners for all losses damages costs claims demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any of such amounts and outgoings. Any discrepancy or dispute that the First Parties may have on such bills shall be sorted out within a reasonable time but payment shall not be withheld by the First Parties owing thereto.
 3. The liability of the First Parties to pay the aforesaid outgoings and impositions shall accrue with effect from the date of delivery of possession of the First Parties' Allocation by the Second Party to the First Parties or the 16th day from the date of the Second Party giving the Notice for Possession to the First Parties.
 4. It is expressly agreed and understood that so long as the Second Party or its nominee be the Maintenance In-charge, the First Parties shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred.

**PART-II
(RULES AND REGULATIONS)**








7
ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
4 JAN 2011

- (a) to use the First Parties' Allocation only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Second Party first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the First Parties' Allocation or any activity which may cause nuisance or annoyance to the Co-owners. It is expressly agreed that any restriction on the First Parties shall not in any way restrict the right of the Second Party to use or permit any other Unit or portion of the New Building to be used for non-residential purposes.
- (b) unless the right of parking is expressly granted to the First Parties, the First Parties shall not park any motor car at any place in the said premises (including in the open spaces at the said premises) AND if the right to park motor car is so expressly agreed to be granted, the First Parties shall use the Parking Space(s) so agreed to be granted, only for the purpose of parking of his medium-sized motor car (i.e. not exceeding the size of "Honda City" make). No construction or storage of any nature shall be permitted nor can the same be used for rest, recreation or sleep of servants, drivers or any person whatsoever. The First Parties shall not park any vehicle of any description anywhere within the Building Complex save only at the place if agreed to be granted to them.
- (c) not to grant transfer let out or part with the right of parking car, if such right of parking is agreed to be granted hereunder, independent of the First Parties' Allocation nor vice versa, with the only exception being that the First Parties may grant transfer let out or part with the right of parking car or the First Parties' Allocation independent of the other to any other Co-owner of the New Building and none else.
- (d) to put or install window or split model air-conditioned Unit(s) only at the place(s) and in the manner specified by the Second Party and at no other place to strictly maintain the outer elevation synergy of the Building Complex.
- (e) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the New Building save at the place as be approved or provided by the Maintenance In-charge **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the First Parties to put a decent nameplate outside the main gate of their respective Units. It is hereby expressly made clear that in no event the First Parties shall open out any additional window or alter the size of any window as be provided in the First Parties' Allocation or any other apparatus protruding outside the exterior of the First Parties' Allocation.
- (f) to apply for and obtain at his own costs separate assessment and mutation of the First Parties' Allocation in the records of the Barasat Municipality within 6 (six) months from the date of possession.
- (g) not to commit or permit to be committed any form of alteration or changes in the First Parties' Allocation or in the beams, columns, pillars of the New Building passing through the First Parties' Allocation or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the New Building nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the New Building or any part thereof.
- (h) not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- (i) to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the First Parties' Allocation at all reasonable times for construction and completion of the New Building and the Common Purposes and to view and examine the state and condition thereof and make good all defects, decays and



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 4 JAN - 23

want of repair in the First Parties' Allocation within 7 days of giving of a notice in writing by the Maintenance In-charge in the First Parties hereabout:

- (j) to keep the First Parties' Allocation and walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance and exit serving any other Unit(s) in the New Building in good and substantial repair and condition so as to support shelter and protect the other units and/or parts of the New Building and not to do or cause to be done anything in or around the First Parties' Allocation which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the First Parties Allocation.
- (k) not to commit or permit to be committed any alteration or changes in, or draw from outside the New Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the First Parties' Allocation and any other Unit(s) in or portion of the Building Complex.
- (l) to co-operate with the Maintenance in-charge in the management, maintenance control and administration of the Building Complex and the Premises and other Common Purposes.
- (m) to keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said premises free from obstructions and encroachments and in a clean and orderly manner and not to deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and installations and the said Premises or dry or hang clothes outside the First Parties' Allocation.
- (n) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Electricity Provider, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the First Parties' Allocation as well as the user operation and maintenance of lift, generator, water, electricity, transformer, if any, drainage, sewerage and other installations and amenities at the Building Complex.
- (o) not to alter the outer elevation or façade or colour scheme of the New Building (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Second Party as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the First Parties' Allocation or the New Building otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (p) not to install grills the design of which have not been suggested or approved by the Second Party or the Architects.
- (q) not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.

1.1 In the event of the First Parties failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the First Parties under these presents and/or in observing and performing the covenants, terms and conditions of the First Parties hereunder then without prejudice to the other remedies available against the First Parties hereunder, the First Parties shall be liable to pay to the Maintenance-in-charge, interest at the rate of 2% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to:

- a) disconnect the supply of electricity to the First Parties' Allocation.



ADDITIONAL REGISTRAR
OF ASSURANCES IN MADRAS
- 4 JAN - 1911

- b) withhold and stop all other utilities and facilities (including lift, generator, water, etc.) for the First Parties and their employees, customers, agents, tenants, or licensees and/or the First Parties' Allocation,
- c) to demand and directly realize rent and/or other amounts becoming payable to the First Parties by any tenant or licensee or other occupant in respect of the First Parties' Allocation.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Specifications in respect of the Unit/s comprised in the First Parties' Allocation and the Designated Building/s)

Walls

Internal brick walls with Plaster-of-Paris finish.
External wall with acrylic exterior paint.

Finish

Ceramic tiled floors.
Kota stone/vitrified tiles in lobby and staircase.
Granite kitchen platform with stainless steel sink and 2 (two) feet dado.
Tiles on toilet walls up to door height.

Electricals

Concealed copper wiring.
Basic modular switches.
One cable TV, telephone and intercom point in each Unit.
Power point in kitchen and toilet.
A.C. point in master bedroom.

Sanitary ware and Plumbing

Sanitary ware of reputed make.
Sanitary fittings of reputed brands.

Doors and Windows

Decorative main door, all others flush doors.
Aluminium sliding windows.

Common Facilities

Elevator in every building.
Standby generator for common portion lighting.
Waterproof treatment on roof.



9
ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 4 JAN 2011

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

EXECUTED AND DELIVERED by the abovenamed FIRST PARTIES at Kolkata in the presence of.

1. *Prop of Jayshankar*
204 A.J.C. Bar Rd, K-17

2. Debiyoti Ghosh
207, A.J.C. Bar Road
Kolkata-17

CANDICE TOWERS PVT. LTD.
Yashdeep
Director / Authorized Signatory

ROGELIO CONSTRUCTION PVT. LTD.
Shashank
Director / Authorized Signatory

SOLANA CONSTRUCTION PVT. LTD.
Yashdeep
Director / Authorized Signatory

SOLANA PLAZA PVT. LTD.
Shashank
Director / Authorized Signatory

SOLANA PROMOTERS PVT. LTD.
Shashank
Director / Authorized Signatory

LEJAS ENCLAVE PRIVATE LIMITED

Padam sawangi

Director / Authorized Signatory
XIMEN CONSTRUCTION PVT. LTD.

Shashank
Director / Authorized Signatory
XIMEN ENCLAVE PVT. LTD.

Padam sawangi
Director / Authorized Signatory
XIMEN TOWERS PVT. LTD.

Padam sawangi
Director / Authorized Signatory

EXECUTED AND DELIVERED by the abovenamed SECOND PARTY at Kolkata in the presence of.

1. *Prop of Jayshankar*
204 A.J.C. Bar Rd, K-17

2. Debiyoti Ghosh
207, A.J.C. Bar Road
Kolkata-17

UNIMARK REALTY PVT LTD
h. rani
DIRECTOR / AUTHORISED SIGNATORY



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 4 JAN 1951 -

PROJECT SITE

ALL THAT pieces or parcels of land situate lying at and comprised in the R.S. Dag Nos 543 (Portion), 545 (Portion), 546 (portion), 547, 548, 550, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 644 (portion), 645 (portion), 646, 647, 659, 660, 661, 671, 672, 632/1346 and 635/1347, L.R. Dag Nos. 539 (portion), 539/1430, 540, 544, 553, 554 in entirety or in part amongst other Dags if at present or in future comprised within the project area in Mouza Sui, J. I. No. 101, Police Station, A.D.S.R.O. & Municipality - Barsat, District North 24 Parganas and depicted on the plan annexed hereto.

[Handwritten initials/signatures]

[Handwritten signature]

Pradyoti Ghosh

*Drawn by,
S. Mitra, Advocate
High Court, Calcutta
WB/348/06*



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 4 JAN 1977

SPECIMEN FORM FOR TEN FINGERPRINTS



Mangal Singh

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Vandana Singh

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Nandini Sankar

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
as indicated					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



ADDITIONAL REGISTRAR
OF ASSURANCES IN KOLKATA

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SPECIMEN FORM FOR TEN FINGERPRINTS



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 4 JAN 2011

DATED THIS DAY OF 2016.

BETWEEN

CANDICE TOWERS PRIVATE LIMITED & ORS.

... FIRST PARTIES

AND

UNIMARK REALTY PRIVATE LIMITED

... SECOND PARTY

AGREEMENT

Major Information of the Deed

Deed No.	I-1904-00098/2017	Date of Registration	05/01/2017
Query No / Year	1904-0001582579/2016	Office where deed is registered	
Query Date	05/12/2016 4:56:58 PM	A.R.A - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Gopal Jhunjhunwala 204 A.J.C Bose Rd, Thana : Beniapur, District : South 24-Parganas, WEST BENGAL, PIN - 700017, Mobile No. : 9836309955, Status : Attorney of Claimant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
BBP/AM/RIE	Market Value		
Rs. 15,11,50,000/-	Rs. 79,61,21,069/-		
Stamp Duty (Article 48(g))	Registered Fee/Paid		
Rs. 75,020/- (Article:48(g))	Rs. 101/- (Article:E, E, M(a), M(b), I)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assessment slip. (Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Barasat, Municipality: BARASAT, Road: Jessore Rd, Road Zone : (Champadali More -- End On Road) , Mouza: Sithi

S/N	Plot Number	Khatian Number	Land-Use Proposed	Land-Use ROR	Area of Land	Self-FFE Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-539	RS-2084	Bastu	Bastu	80 Dec	1,10,00,000/-	6,39,99,984/-	Property is on Road

District: North 24-Parganas, P.S:- Barasat, Municipality: BARASAT, Road: Jessore Rd, Road Zone : (Champadali More -- End Off Road) , Mouza: Sithi

S/N	Plot Number	Khatian Number	Land-Use Proposed	Land-Use ROR	Area of Land	Self-FFE Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	LR-554	LR-2084	Bastu	Bastu	26 Dec	48,00,000/-	2,52,12,117/-	Property is on Road
L3	LR-539/1430	LR-2084	Bastu	Bastu	12 Dec	22,00,000/-	1,16,36,362/-	Property is on Road
L4	LR-539	LR-2091	Bastu	Bastu	90 Dec	1,70,00,000/-	8,72,72,712/-	Property is on Road
L5	LR-553	LR-2091	Bastu	Bastu	7 Dec	13,00,000/-	67,87,878/-	Property is on Road
L6	LR-539	LR-2125	Bastu	Bastu	78 Dec	1,50,00,000/-	7,58,36,350/-	Property is on Road
L7	LR-544	LR-2125	Bastu	Bastu	14 Dec	26,00,000/-	1,35,75,755/-	Property is on Road
L8	LR-539/1430	LR-2125	Bastu	Bastu	4 Dec	7,50,000/-	38,78,787/-	Property is on Road
L9	LR-539	LR-2103	Bastu	Bastu	82 Dec	1,50,00,000/-	7,95,15,138/-	Property is on Road
L10	LR-544	LR-2103	Bastu	Bastu	7 Dec	13,00,000/-	67,87,878/-	Property is on Road
L11	LR-539	LR-2092	Bastu	Bastu	64 Dec	1,20,00,000/-	6,20,60,595/-	Property is on Road
L12	LR-540	LR-2092	Bastu	Bastu	14 Dec	26,00,000/-	1,35,75,755/-	Property is on Road
L13	LR-539	LR-2089	Bastu	Bastu	70 Dec	1,30,00,000/-	6,78,78,778/-	Property is on Road
L14	LR-554	LR-2089	Bastu	Bastu	5 Dec	9,00,000/-	48,48,484/-	Property is on Road

L15	LR-539	LR-2088	Bastu	Bastu	27 Dec	1,40,00,000/-	7,66,66,654/-	Property is on Road
L16	LR-544	LR-2088	Bastu	Bastu	8 Dec	15,00,000/-	77,57,574/-	Property is on Road
L17	LR-539/1430	LR-2088	Bastu	Bastu	11 Dec	20,00,000/-	1,06,66,665/-	Property is on Road
L18	LR-539	LR-2087/1	Bastu	Bastu	92 Dec	1,70,00,000/-	8,92,12,108/-	Property is on Road
L19	LR-539	LR-2087	Bastu	Bastu	94 Dec	1,72,00,000/-	9,11,51,499/-	Property is on Road
		TOTAL :			755Dec	1401,50,000/-	7321,21,085/-	
		Grand Total :			815Dec	1811,50,000/-	7961,21,069/-	

Land Lord Details :

Sl No.	Name, Address, Photo, Finger print and Signature
1	Candice Towers Pvt. Ltd. 49/39 Jessore Road, P.O:- Barasat, P.S:- Barasat, Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700124 PAN No. AAECCT7040D, Status :Organization, Executed by: Representative
2	Rogelio Construction Pvt. Ltd. 49/6 Jessore Road East, P.O:- Barasat, P.S:- Barasat, Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700124 PAN No. AAFCR6771H, Status :Organization, Executed by: Representative
3	Solana Construction Pvt. Ltd. 49/28 Jessore Road East, P.O:- Barasat, P.S:- Barasat, Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700124 PAN No. AAQCS9546L, Status :Organization, Executed by: Representative
4	Solana Plaza Pvt. Ltd. 49/29 Jessore Road East, P.O:- Barasat, P.S:- Barasat, Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700124 PAN No. AAQCS9550E, Status :Organization, Executed by: Representative
5	Solana Promoters Pvt. Ltd. 49/33 Jessore Road, P.O:- Barasat, P.S:- Barasat, Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700124 PAN No. AARCS1846A, Status :Organization, Executed by: Representative
6	Tejas Enclave Pvt. Ltd. 49/41 Jessore Road East, P.O:- Barasat, P.S:- Barasat, Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700124 PAN No. AAECT0727C, Status :Organization, Executed by: Representative
7	Ximen Construction Pvt. Ltd. 49/18 Jessore Road East, P.O:- Barasat, P.S:- Barasat, Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700124 PAN No. AAACX1150H, Status :Organization, Executed by: Representative
8	Ximen Enclave Pvt. Ltd. 49/14 Jessore Road East, P.O:- Barasat, P.S:- Barasat, Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700124 PAN No. AAACX1149G, Status :Organization, Executed by: Representative
9	Ximen Towers Pvt. Ltd. 49/16 Jessore Road East, P.O:- Barasat, P.S:- Barasat, Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700124 PAN No. AAACX1176F, Status :Organization, Executed by: Representative

Developer Details :

Sl No.	Name, Address, Photo, Finger print and Signature
1	Unimark Realty Private Limited 204 AJC Bose Rd, P.O:- Shakespeare Sarani, P.S:- Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN - 700017 PAN No. AABCU2780P, Status :Organization

Representative Details :

Sl. No.	Name, Address, Photo, Finger print and Signature
1	Mr Yash Agarwal Son of Mr. Ram Awtar Agarwal 1000 Jessore Road, P.O:- Bangur, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700055, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Status : Representative, Representative of : Candice Towers Pvt. Ltd. , Solana Construction Pvt. Ltd.
2	Mr Akash Saraf Son of Mr. Shiv Kumar Saraf 153/1 Jessore Road, P.O:- Dum Dum, P.S:- Dum Dum, Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Status : Representative, Representative of : Rogelio Construction Pvt. Ltd. , Solana Plaza Pvt. Ltd. , Solana Promoters Pvt. Ltd. , Ximen Construction Pvt. Ltd.
3	Mr Padam Sarawagi Son of Mr. Vijay Shankar Sarawagi 42/2 Tincori Nath Bose Lane, P.O:- Salkia, P.S:- Golabari, Howrah, District:-Howrah, West Bengal, India, PIN - 711106, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Status : Representative, Representative of : Tejas Enclave Pvt. Ltd. , Ximen Enclave Pvt. Ltd. , Ximen Towers Pvt. Ltd.
4	Mr Harsh Vardhan Patodia Son of Late Gopal Prasad Patodia 5F/2 New Road, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Representative, Representative of : Unimark Realty Private Limited

Identifier Details :

Name & Address	
Mr Gopal Jhunjhunwala Son of Late S S Jhunjhunwala 40 Burtolla St, P.O:- Burrabazar, P.S:- Posta, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700007, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Identifier Of Mr Yash Agarwal, Mr Akash Saraf, Mr Padam Sarawagi, Mr Harsh Vardhan Patodia	

Transfer of property to (B)		
Sl.No	From	To. with area (Name-Area)
1	Candice Towers Pvt. Ltd.	Unimark Realty Private Limited-60 Dec
Transfer of property to (D)		
Sl.No	From	To. with area (Name-Area)
1	Solana Plaza Pvt. Ltd.	Unimark Realty Private Limited-7 Dec
Transfer of property to (E)		
Sl.No	From	To. with area (Name-Area)
1	Solana Promoters Pvt. Ltd.	Unimark Realty Private Limited-64 Dec
Transfer of property to (F)		
Sl.No	From	To. with area (Name-Area)
1	Solana Promoters Pvt. Ltd.	Unimark Realty Private Limited-14 Dec

Transfer of property for L13		
Sl.No	From	To. with area (Name-Area)
1	Tejas Enclave Pvt. Ltd.	Unimark Realty Private Limited-70 Dec
Transfer of property for L14		
Sl.No	From	To. with area (Name-Area)
1	Tejas Enclave Pvt. Ltd.	Unimark Realty Private Limited-6 Dec
Transfer of property for L15		
Sl.No	From	To. with area (Name-Area)
1	Ximen Construction Pvt. Ltd.	Unimark Realty Private Limited-77 Dec
Transfer of property for L16		
Sl.No	From	To. with area (Name-Area)
1	Ximen Construction Pvt. Ltd.	Unimark Realty Private Limited-8 Dec
Transfer of property for L17		
Sl.No	From	To. with area (Name-Area)
1	Ximen Construction Pvt. Ltd.	Unimark Realty Private Limited-11 Dec
Transfer of property for L18		
Sl.No	From	To. with area (Name-Area)
1	Ximen Enclave Pvt. Ltd.	Unimark Realty Private Limited-92 Dec
Transfer of property for L19		
Sl.No	From	To. with area (Name-Area)
1	Ximen Towers Pvt. Ltd.	Unimark Realty Private Limited-94 Dec
Transfer of property for L20		
Sl.No	From	To. with area (Name-Area)
1	Candice Towers Pvt. Ltd.	Unimark Realty Private Limited-26 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Candice Towers Pvt. Ltd.	Unimark Realty Private Limited-12 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Rogelio Construction Pvt. Ltd.	Unimark Realty Private Limited-90 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	Rogelio Construction Pvt. Ltd.	Unimark Realty Private Limited-7 Dec

Transfer of property for L6		
Sl.No	From	To, with area (Name-Area)
1	Solana Construction Pvt. Ltd.	Unimark Realty Private Limited-78 Dec
Transfer of property for L7		
Sl.No	From	To, with area (Name-Area)
1	Solana Construction Pvt. Ltd.	Unimark Realty Private Limited-14 Dec
Transfer of property for L8		
Sl.No	From	To, with area (Name-Area)
1	Solana Construction Pvt. Ltd.	Unimark Realty Private Limited-4 Dec
Transfer of property for L9		
Sl.No	From	To, with area (Name-Area)
1	Solana Plaza Pvt. Ltd.	Unimark Realty Private Limited-82 Dec

Endorsement For Deed Number :- 1-190400098 / 2017

CHIEF DEPUTY
REGISTRAR (MORTGAGE) Section 32 & Rule 22(3), 35(1) W.P. Registration Rules, 1962
 Presented for registration at 18:30 hrs. on 04-01-2017, at the Private residence by Mr Akash Saraf ,
REGISTRAR (MARKET VALUE) (WBENW) Rule 22(3)
 Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 79,61,21,069/-
COMMISSIONER (EXECUTION) UNDER SECTION 32, W.P. Registration Rules, 1962 (Kolkata Office)
 Execution is admitted on 04-01-2017 by Mr Yash Agarwal,
 Identified by Mr Gopal Jhunjhunwala, , Son of Late S S Jhunjhunwala, 40 Burtolla St, P.O: Burrabazar, Thana: Posta, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700007, by caste Hindu, by profession Service
 Execution is admitted on 04-01-2017 by Mr Akash Saraf,
 Identified by Mr Gopal Jhunjhunwala, , Son of Late S S Jhunjhunwala, 40 Burtolla St, P.O: Burrabazar, Thana: Posta, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700007, by caste Hindu, by profession Service
 Execution is admitted on 04-01-2017 by Mr Padam Sarawagi,
 Identified by Mr Gopal Jhunjhunwala, , Son of Late S S Jhunjhunwala, 40 Burtolla St, P.O: Burrabazar, Thana: Posta, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700007, by caste Hindu, by profession Service
 Execution is admitted on 04-01-2017 by Mr Harsh Vardhan Patodia,

Indefilled by Mr Gopal Jhunjhunwala, Son of Late S S Jhunjhunwala: 40 Burtolla St, P O: Burrabazar, Thana: Posta, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN- 700007. by caste Hindu, by profession Service



Asit Kumar Joarder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

On 26/12/2016

Verification of Admissibility (Rule 40, West Bengal 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.

Payment details

Certified that required Registration Fees payable for this document is Rs 101/- (E = Rs 21/-, J = Rs 55/-, M(a) = Rs 21/-, M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 101/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 27/12/2016 6:04PM with Govt. Ref. No: 192016170037465151 on 27-12-2016, Amount Rs: 101/-, Bank: UCO Bank (UCBA0000190), Ref. No. 8515483 on 27-12-2016, Head of Account 0030-03-104-001-10

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 74,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 8083, Amount: Rs. 100/-, Date of Purchase: 16/12/2016, Vendor name: S Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 27/12/2016 6:04PM with Govt. Ref. No: 192016170037465151 on 27-12-2016, Amount Rs: 74,920/-, Bank: UCO Bank (UCBA0000190), Ref. No. 8515483 on 27-12-2016, Head of Account 0030-02-103-003-02



Asit Kumar Joarder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2017, Page from 8605 to 8674

being No 190400098 for the year 2017.



Digitally signed by ASIT KUMAR
JOARDER
Date: 2017.01.09 17:12:09 +05:30
Reason: Digital Signing of Deed.

(Asit Kumar Joarder) 09-01-2017 17:12:08
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)