3690/17 00042/18 Additional Registrar of Courance-If Holkata एक सौ रुपये ক:100 HUNDRED RUPEES INDIA NON JUDICIAL পশ্চিমবঙ্গ एश्चिम्न बंगाल WEST RENGAL Cortified that the Decement is admitted to Registration 1 - Signature Street and the endorsement a think principal to this accoment are-the part or this Journal Additional Registrar of Asserance-II, Ketkata Place: Kolkata DP4-190200

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(f) SHREE BIHARIJEE PROPERTIES PRIVATE LIMITED (PAN AAECS2155H), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1B, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071, (2) BALAJI HOUSING COMPLEX PRIVATE LIMITED (PAN AABCB0941R), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1B, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071 (3) BIMLA PROPERTIES PRIVATE LIMITED (PAN AABCB0584G), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1B, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071,(4) CRYSTAL PROPERTIES PRIVATE LIMITED (PAN AABCC0632N), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1B, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071, (5) K.S. MARKETING PRIVATE LIMITED (PAN AACCK1678D), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1B, Lord Sinha Road, P.O.Middleton Row, P.S. Shakespeare Sazani, Kolkara -700071, (6) PIONEER LAND & BUILDING DEVELOPERS PRIVATE LIMITED (PAN AABCP5847Q), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1B, Lord Sinha Road, P.O.Middleton Row, P.S. Shakespeare Sarari, Kolkata -700071, (7) MUKUL HOUSING PRIVATE LIMITED (PAN AABCM7943E), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1B, Lord Sinha Road, P.O.Middleion Row, P.S. Shakespeare Samui, Kolkata - 700071,(8) ANGELS HOUSING COMPLEX PRIVATE LIMITED (PAN AACCA1923H), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1B, Lord Sinha Road, P.O.Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071,(9) MA KALI PROPERTIES PRIVATE LIMITED (PAN AADCM1468Q), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1C, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071,(10) NEEL KAMAL HOUSING PRIVATE LIMITED (PAN AABCN5608FI), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1C, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sareni, Kolkata 700071, (11) TRISHUL BINIMOY PRIVATE LIMITED (PAN AABCT7873]), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1C, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata 700071,(12) VINAYAK BINIMOY PRIVATE LIMITED (PAN AABCV6104C), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1C, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkam - 700071,(13) VINAYAK PLAZA MAKERS PRIVATE LIMITED (PAN AABCV6328A), a Company within the meaning of the Companies Act 2013 liaving its registered office at No.5A/1C, Lord Sinha Road, P.O.Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071,(14) YAMUNA BINIMOY PRIVATE LIMITED (PAN AAACY1840K), a Company within the meaning of the Companies Act 7013 having its registered office at No.5A/1C, Lord Sinha Road, P.O.Middleton Row, P.S. Shakespeare Sarari, Kolkafa - 700071,(15) YOGAMAYA BINIMOY PRIVATE LIMITED (PAN AAACY1839Q), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1C, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkatz -700071, and (16) YOGSIDDHI BINIMOY PRIVATE LIMITED (PAN AAACY1838R), a Company within the meaning of the Companies Act 2013 having its registered office at No.5A/1C, Lord Sinha Road, P.O.Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071, all the companies represented by their Director, Mrs. Neena Agarwal (PAN ADDPA3491K) (ADHAAR NO.713387866346), wife of Mr. Mukul Agarwal by Occupation Business, by Nationality Indian, residing at Flat 6B, 69 Floor, 10 Lord Sinha Road P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata 700071

 hereinafter collectively referred to as "the Land Owners" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their and each of their respective successors or successors in interest and/or assigns) of the One Part;





3.2 KISH DEVELOPERS LLP (PAN AARFK0332]; a Limited Liability Partnership, registered under the Limited Liability Partnership Act, 2008 (6 of 2009) and duly registered with the Registrar of Companies, West Bengal, having its negistered office at No.5A/1B, Lord Sinha Road, P.O. Middleton Row, P.S. Shakespeate Samii, Kolkata = 700071, represented by its Designated Partner, Mr. Mukul Agarwal (PAN ADAPA1109M) (ADHAAR NO.345250809867), son of Late Shyam Sunder Agarwal by Occupation Business, by Nationality Iodian, residing at Flat 6B, 69 Floor, 10 Lord Sinha Road P.O. Middleton Row, P.S. Shakespeare Samii, Kolkata 700071 hereinafter referred to as "the Developer" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors in interest and/or assigns) of the Other Part.

Land Owners and Developer individually Party and collectively Parties.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE PARTIES AS FOLLOWS:

- 4. Subject Matter of Agreement Development and Commercial Exploitation of the Said Property: Agreement between the Land Owners and the Developer with regard to development and commercial exploitation (in the manner specified in this Agreement) of All That the Manicipal Premises No.5A/IC Lord Sinha Road, P.S. Shakaspeare Sarani, Kolkam 700071, containing an area of 34 Cottahs 14 Chittacks and 10 Square Feet more of less with buildings and structures thereat, fully described in the First Schedule hereunder written and hereinafter referred to as "the said Property / said Premises".
- Representations, Warranties and Background:
- 5.1 Land Owners' Representations: The Land Owners have represented and warranted to the Developer as follows:
 - 5.1.1 Owners of the Said Property: The Land Owners are the full and absolute owners of the said Property and the title to the said Property devolved on the Land Owners in the manner mentioned in the Second Schedule written besennder.
 - 5.1.2 Mutation: The said Property is presently mutated in the name of the Land Owners in the records of the Municipal Corporation.
 - 5.1.3 Tenants / Occupants: That portions of the said Property are in occupation of several occupiers (in short "the said Tenants"), and such occupied portions are called the Tenanted Portions".
 - 5.1.4 Marketable Title of Land Owners: The Land Owners have a good and marketable title to the said Property free from all encumbrances lichs claims demands mortgages charges leases tenancies (save the said Tenancies) trusts debutters prohibitions restrictions restrictive covenants executions acquisitions requisitions attachments vesting alignment easuments liabilities and lis pendens whatsoever created or suffered by the Land Owners.
 - 5.1.5 No Previous Agreement: The Land Owners have not entered into any agreement for sale or transfer or lease or development of the said Property with any person or persons nor created any third party interest since the date of purchase.
- 5.1.6 No Power of Attorney: That the Land Owners have not executed any Power of Attorney in respect of the said Property or any part thereof for any purpose whatsoever in favour of any person.





Govt. or west bengar Directorate of Registration & Stamp Revenue

e-Challan

CRN:

19-201718-012471290-1

GRN Date: 29/11/2017 18:21:56 BRN:

IK00JPOEC3

Bank:

Payment Mode

State Bank of India BRN Date: 29/11/2017 18:22:39

DEPOSITOR'S DETAILS

+91 8584879040

ld No.: 19020001639339/1/2017

(Query No./Query Year)

Online Payment

Name:

KISH DEVELOPERS LLP

Contact No.:

003322825422

Mobile No. : accounts@kishyam.com

Mr KISH DEVELOPERS LLP

E-mail: Address:

5A1B LORD SINHA ROAD KOLKATA 70007

Applicant Name:

Office Name:

Office Address:

Status of Depositor:

Buyer/Claimants

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19020001639339/1/2017	Property Registration-Stamp duty	0030-02-103-003-02	75020
Z	19020001639339/1/2017	Property Registration- Registration Fees	0030-03-104-001-16	21

In Words:

Rupees Seventy Five Thousand i-orty One only

Total

75041





भारत सरकार GOVT OF INDIA

TRISHUL BINIMOY PRIVATE LIMITED



25/06/2001

Permanent Account Number

AABCT7873J

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Tel: 91-26-2729 40901 Nam: 91-20-2721 8081 c-modt Smarfolf and Louis

For TRISHUL BINIMOY PVT LTD.

PERMANENT ACCOUNT NUMBER ABCV6104C



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VINAYAK BINIMOY PVT LTD

THERE WE WE THE STATE OF INCORPORATION FORMATION 25-06-2001

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areas sego, (seg. are.), ate. CONMISSIONER OF MOONE-TAKE O1 ROLKATA

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P-7, Chaveringher Square, Calcutts-100 069.

FOR VINAYAK BINIMOY PVT. LTD.

with their visits /PERMANENT ACCOUNT NUMBER
AABCV6328A



RIP SHINE

VINAYAK PLAZA MAKERS PVT LTD

निमानप्रमाने की विकि :DATE OF INCOMPONATIONS ORBITATION 27-08-2001

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COMMISSIONER OF MODIME-TWARE, 0.3, MOLENTA.

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ement - 700 069.

Calcatta-100 009.

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For VINAYAK PLAZA MAKERS PVT. LTD

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YAMUNA BINIMOY PVT LTD

Тими, мей об баба: доля от месовренилом-семалтом 25-66-2001

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कीनी मध्यारर, सम्बन्धा - 700 069.

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P-7, Chewingher Square,

Calcutta- 700 069.

FOF 96 SAMMANA BINNINGY FUT, LTD.

FOR YAMUNA BINIMOY PVT, LTD.

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Director

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PERMANENT ACCOUNT NUMBER

AAACY1839Q



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YOGAMAYA BINIMOY PVT LTD

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america - 700 000.

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Charactegher Square, Catastia-708 669.

For YOGAMAYA BINIMOY PYT. LTD.

Director

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PERMANENT ACCOUNT NUMBER

AAACY1838R



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YOGSIDDHI BINIMOY PYT LTD

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MANUE - 700 089.

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For YOGSIDDHI BINIMOY PYT. LTD





भारत सरकार GOVT OF INDIA

MA KALI PROPERTIES PRIVATE LIMITED



17/02/1998

Permissed Account Number

AADCM1468Q

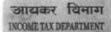
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Tel: 91-25-2731 https://www.91-28-3721 http://

FOR MA KALI PROPERTIES PVT. LTD.

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भारत सरकार GOVE OF INDIA

NEEL KAMAL HOUSING PRIVATE



26/03/1998

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FOR NEEL KAMAL HOUSING PYT. LTD.

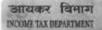


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ANGELS HOUSING COMPLEX PRIVATE

06/10/1995

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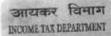
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For ANGELS HOUSING COMPLEX (P) LTD





मारत सरकार GOVT OF INDIA

BALAJI HOUSING COMPLEX PRIVATE



20/09/1995

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For BALAJI HOUSING COMPLEX PVT. LTD.



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For BIMLA PROPERTIES PVT. LTDA

Director



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Tel: 81-20-2721 1000, Eur. 91-20-2721 8291

For CRYSTAL PROPERTIES PVT. LTD.

SHIZIDT GHIFT INCOMETAX DEPARTMENT K S MARKETING PRIVATE LIMITED

28/02/1994 Farmment Account Number

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Tel: 51-00-2721 http://pic.til-20-2721 0001

For K.S. MARKETING PVT, LTD.

FOR MUKUL HOUSING BY

आयकर विभाग INCOME TAX DEPARTMENT



भारत सरकार GOVT: OF INDIA

MUKUL HOUSING PRIVATE LIMITED



28/08/1995

Permanent Account Number

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For MUKUL HOUSING BYT. LTD.

THE PERMANENT ACCOUNT NUMBER AABCP5847Q



PIONEER LAND AND BUILDING DEVELOPERS PRIVATE LIMIT ED

THERE, MAY NO TITLE AND SET INCORPORATION FORMATION OF 10-10-1005



COMMISSIONER OF INCOME TAX, W.E. - XI

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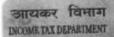
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P-3, Chowrington Square, Calcutta-100 065,

For Pigneer Land & Building Developers Pvt. Ltd.

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भारत सरकार GOVT OF INDIA

SHREE BIHARIJEE PROPERTIES PRIVATE LIMITED भारत सरकार

06/10/1995

Permanant Appount Namber

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Tel: 91 20 2223 Natio, Ray 10-20-2723 Select

For SHREE BIHARLIEE PROPERTIES PVT.4.TD.

Director









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- আখার পরিচ্যের প্রমাণ, মাগরিকরের প্রমাণ দর।
- भतिष्टस्त श्रमान जनगरंन श्रमानीकतन प्राप्ता नाल कत्र-म ।

INFORMATION

- Aadhsar is proof of identity, not of citizenship.
- To establish identity, authenticate online .
- অধ্যর সারা দেশে মানা।
- আধার তবিষ্যতে সরকারী ও বেসরকারী গরিবেবা প্রাম্ভির সহায়ক হবে।
- Aadhaar is valid throughout the country .
- Aadhaar will be helpful in availing Government and Non-Government services in future .



Unique Identification Authority of India

১০, লাট-ওবি, শঠ মিনহা জ্যেত, মিডানটেন প্রে, কেলকান্ত, মিডানটন মো, গ্রিম বঙ্গ, 700071

Address: 10, FLAT-6B, LORD SINHA ROAD, Middleton Row, Kolksta. Middleton Row, West Bergal, 700071

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ভারত সরকার Unique Identification Authority of India Government of India

गानेकार्वक चाँ कि / Emolment No.: 1215/80023/36514

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আপনার আধার সংখ্যা / Your Aadhaar No.:

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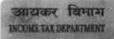
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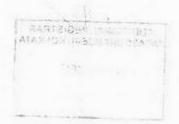
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INFORMATION

- Aadhaar is proof of Identity, not of citizenship.
- To establish identity, authenticate online.
- আধার সারা দেশে মানা !
- আধার ভবিষাতে সরকারী ও বেসরকারী পরিবেবা প্রাম্ভির সহারক হবে।
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Unique Identification Authority of India

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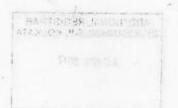


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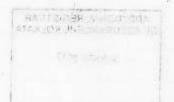


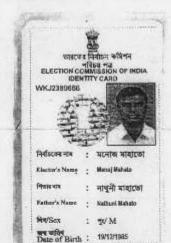
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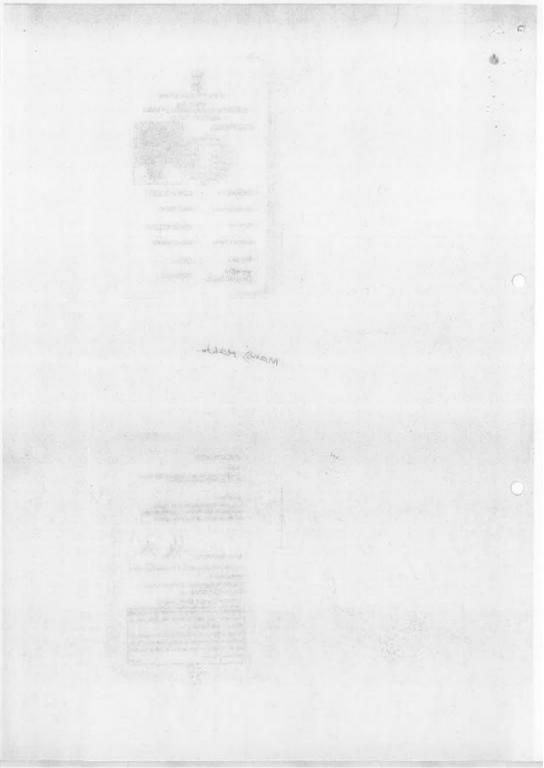
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Facsimire Signature of the Electoral Registration Officer for

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- 5.1.8 No Notice or Scheme: That to the knowledge of the Lind Owners, no portion of the said Property is affected by any notice or scheme or alignment of any Local Development Authority or the Government or the Municipal Corporation or any other Public or Statutory Body or Authority.
- 5.1.9 No Attachment: That to the knowledge of the Land Owners, the said Property is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever or howsoever and there was or is no Certificate case or proceeding against the Land Owners for realisation of the atreats of Income Tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force;
- 5.1.10 No Charge: That the Land Owners have not created any registered or equitable mortgage or anomalous mortgage or charge or lien on the said Property or any part thereof.
- 5.1.11 Taxes Paid: That the Land Owners have duly made upto date payment of the municipal rates and taxes in respect of the said Property;
- 5.1.12 Land Owners have Authority: The Land Owners have good and full right, power and authority to enter into this Agreement.
- 5.1.13 No Legal Proceedings: Save matters mentioned in the Third Schedule hereunder written, there are no pending legal or other proceedings and/or any subsisting order of any Court or authority relating to or affecting the said Property or any part thereof in any matner whatsoever and the Land Owners are not aware of any decree judgement or any other order having ever been made or passed affecting the said Property or any part thereof;
- 5.1.14 Urban Land Ceiling: The there is no excess vacant land comprised in the said Property said Property within the meaning of the Urban Land (Ceiling & Regulation) Act 1976.
- 5.2 Developer's Representations: The Developer has represented and warranted to the Land Owners as follows:
- 5.2.1 Infrastructure and Expertise of Developer: The management of the Developer company is carrying on business of construction and development of real estate and the Developer has infrastructure and expertise in this field and can also market the New Buildings.
- 5.2.2 Developer's ability to evict/ rehabilitate Tenants: The Developer has the necessary resources and expertise to deal with the Tenants and to evict / rehabilitate them from the said Premises and to obtain NOC for the purpose of Development.
- 5.2.3 Developer's ability to complete: The Developer has the necessary resources to complete the Project and to make arrangements for the funds required for the same. The Developer has the financial capability to carry out, complete and finish the Project.
- 5.2.4 Developer has Authority: The Developer has full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.
- 5.2.5 Title Satisfaction: Based upon the representations of the Land Owners, the Developer is satisfied with regard to the Land Owners' title to the said Property.





- 5.2.6 No Abandonment: The Developer shall not abandon, delay or neglect the Project in any manner and shall accord the necessary priority thereto.
- 5.3 Decision to Develop: The Land Owners intended to develop the said Property but had been facing difficulties in view of the said Property being occupied by the Tenants. Discussions were held between the Land Owners and the Developer for taking up the development of the said Property by constructing the New Buildings and commercial exploitation of the New Buildings (collectively Project), when the Developer agreed to take up the responsibility of evicting/rehabilitating / dealing with the Tenants and not to cast any responsibility upon the Land Owners in connection therewith.
- 5.4 Finalization of Terms Based on Representations: Pursuant to the above and relying on the representations made by the Parties to each other as stated above and elsewhere in this Agreement, final terms and conditions for the Project agreed between the parties are being recorded in this Agreement. During the course of negotiations and discussions, the Developer had taken various steps in connection with the said Property.

Basic Understanding:

- 6.1 Development of Said Property by Construction and Commercial Exploitation of New Buildings: The Parties have mutually decided to take up the Project, i.e. the development of the said Property by construction of the New Buildings thereon and commercial exploitation of the New Buildings in the manner contained in this Agreement, with the main crux being that eviction/settlement/sehabilitation of the Tenants and development at and construction of New Buildings at the said Property shall be made by the Developer at its own costs and expenses and the revenues arising from sale and transfer thereof shall be shared by the parties in the ratio hereinafter mentioned.
- 6.2 Nature and Use of New Buildings: The New Buildings shall be constructed in accordance with architectural plans (Building Plans) to be prepared by architect(s) and sanctioned by the Kolkata Municipal Corporation and other statutory authorities concerned with sanction (collectively Planning Authorities), as a residential and/or commercial / mercantile as may be found feasible by the Developer with specified areas, amenities and facilities to be enjoyed in common.

7. Appointment and Commencement:

- 7.1 Appointment and Acceptance: The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the Land Owners hereby appoint the Developer as the developer of the said Property with right to execute the Project. The Developer hereby accepts the said appointment by the Land Owners.
- 7.2 Commencement: This Agreement commences and shall be deemed to have commenced on and with effect from the date hereof.

Approvals, Sanction and Construction:

8.1 Urban Land Ceiling & Other Permission: The Urban Land Ceiling Clearance has already been obtained with the help of the Developer. All other clearances and permissions for sanctioning of the plan and construction of the New Buildings as may be required or necessary, shall be obtained by the Developer in the name of the Land Owners who shall co-operate with and assist the Developer regarding the same. All steps regarding such clearance shall be taken in consultation with the Land Owners. All fees, costs, charges and expenses including miscellaneous expenses for the above shall be borne and paid by the Developer.





- 8.2 Sanction of Building Plans by Developer: The Developer has already prepared and applied with the concerned Authorities for sanction of the Building Plan in the name of the Land Owners and the Developer shall at its own costs obtain such sanction at the earliest. The costs charges and expenses relating to preparation and sanction of plans by the Kolkara Manicipal Corporation shall be borne and paid by the Developer. The Developer shall be entitled to cause revalidation, extension and modification of the sanctioned plan as may be required or necessary.
- 8.3 Architects and Consultants: The Parties hereto shall jointly appoint M/s. Hafeez Contractor of Mumbai as the Architect for the Project. All fees, costs, charges and expenses in regard to the Architect and all other consultants for the Project shall be paid by the Developer.
- 8.4 Construction of New Buildings: The Developer shall, at its own costs and expenses, construct, creet and complete the New Buildings in accordance with the sanctioned Building Plans. Such construction shall be as per specifications common to all Units (defined in Clause 8.6 below) of the New Buildings and mentioned in Attnexure "A" hereto (Specifications) and may be done in Phases.
- 8.5 Completion Time: With regard to time of completion of the Project, it has been agreed between the Parties that the Developer shall construct, erect and complete the New Buildings within a period of 60 months from the date of sanction of the Plan with an additional grace period of another 6 (six) months (Completion Time) subject to force majeure conditions bereinafter dealt with. The New Building shall be deemed to be complete upon the new building(s) made fit for habitation and certified so by the Architect.
- 8.6 Common Portions: The Developer shall install, erect and complete in the New Buildings with the common areas, amenities and facilities such as stairways, lifts, generators, fire fighting apparatus, passages, driveways, common lavatory, electric meter room, putup room, reservoir, over head water tank, water pump and motor, water connection, drainage connection, sewerage connection and other facilities required for establishment, enjoyment, maintenance and management of the New Buildings (collectively Common Portions). For perturbent electric connection to the offices/spaces in the New Buildings (Units), the intending purchasers (collectively Transferees) shall pay the deposits demanded by electricity supplying authority and other agencies. It is clarified that the expression Transferee includes the Land Owners and the Developer, to the extent of Units in the New Buildings retained by them. It is also clarified that the Developer shall receive and collect from all the Transferees (1) the charges for HT electric equipment and cabling, (2) the charges for generator (3) the deposits, including for maintenance and (4) any other additional cost and/or Deposit required in respect of their respective Units.
- 8.7 Building Materials: The Developer shall be authorized in the name of the Land Owners to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Land Owners and required for the construction of the New Buildings.
- 8.8 Temporary Connections: The Developer shall be authorized in the name of the Land Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the said Property. The recurring charges for such temporary as also existing connections will be paid by the Developer till the-building is ready to the extent necessary for handing over the possession.
- 8.9 The Land Owners agrees not to cause any obstruction, interference or hindrance in the Developer carrying out the work of development herein envisaged so long the Developer is not in default of its obligations herein.





8.11 Co-operation by Parties: Neither Party shall indulge in any activities which true be detrimental to the development of the said Property and/or may affect the mutual interest of the Parties. The Parties shall provide all cooperation that may be necessary for successful completion of the Project.

9. Eviction/Rehabilitation/Settlement of Tenants and Permission to Enter / Possession:

9.1 Permission to Enter: Upon execution of this Agreement, the Developer shall be entitled and permitted to enter upon the said Premises for purposes connected to this agreement for development and construction and take steps for the purpose of the Project including for measurement, planning, soil testing, etc. and construction of the New Buildings as per the Building Plans for the purpose of execution of the Project. The Developer shall at its own costs post security goards for securing the said Premises who shall be instructed not to restrain or stop the Land Owners or its authorised agents from entering the said Premises. For all intents and purposes, the parties shall be deemed to be in joint possession of the said Property.

9.2 Settlement with Tenants: For the purpose of development of the said Property, it is imperative that the said Property be vacated by all the Tenants thereof by way of surrender or by entering into agreements for rehabilitation/shifting. The responsibility of vacating/rehabilitating the said Tenants shall be that of the Developer at its own costs and expenses and the Land Owners shall not be made liable therefor in any manner whatsoever.

9.2.1 In case the Developer fails to evict/settle/rehabilitate the Tenants, then this agreement shall forthwith come to an end and the Land Owners shall refund to the Developer the Security Deposit amount paid till then by the Developer to the Land Owners without interest simultaneous to which the Developer shall make over the said Property and every part thereof to the Land Owners, and none of the parties shall have any claim against the other.

Original Title Documents:

10.1 Deposit of Original Title Documents:, Immediately after the execution hereof, the Original Title Documents of the said Premises shall be made over to the Developer, who shall keep the same safe un-obliterated and uncancelled.

11. Powers and Authorities:

11.1 Power of Attorney for Sanction and Construction and Sale: The Land Owners have simultaneously with the execution of this Agreement granted to the Developer and/or its nominees, Power(s) of Attorney inter alia for the purpose of getting the Building Plans sanctioned/revalidated/modified/altered by the Authorities, and for the purpose of dealing with all regulatory issues relating to the Project and dealing with different authorities in connection with construction of the New Buildings. Such power of attorney shall also contain provision for sale and transfer of Saleable Spaces.

12. Land Owners' Consideration:

12.1 Land Owners' Allocation and/or Land Owners' Share of the Gross Sale Proceeds shall mean and include:

 a) 20% (twenty percent) of the revenues realised / earned from sale and transfer of all Saleable Spaces;





Developer's Consideration:

- 13.1 Developer's Allocation and/or Developers' Share of the Gross Sale Proceeds shall mean and include:
 - a) 80% (eighty percent) of the revenues realised / earned from sale and transfer of all Saleable Spaces;
- 13.2 The Developer's Share of the Gross Sale Proceeds shall be received by the Developer from the Sale Consideration Bank Account as per Clause 15 hereinafter.

Gross Sale Proceeds and Financials:

- 14.1 Gross Sale Proceeds: For the purpose of this Agreement, the expression "Gross Sale Proceeds" shall mean all amounts receivable or received from the sale and/or transfer of Saleable Spaces and other spaces near rights and benefits within the said Property but following items are however excluded / deducted from the Gross Sale Proceeds:-
 - Statutory retlisation, including but not limited to GST etc.;
 - Stamp ducy and registration fee, if collected from the prospective transferees of Saleable Spaces and other spaces areas rights or benefits at the said Property.
 - Cost of extra week carried out exclusively at the instance of prospective transferces of Saleable Spaces and other spaces areas rights or benefits at the said Property.
 - Furniture fixture or fittings or any electrical gazettes supplied at the cost and exclusively at the instance of prospective transferee beyond the specifical specification.
 - e) Any deposit for Electricity Board or local electricity suppliers, society formation charges, local charges, deposits/security received from transferees of Salashle Spaces and other spaces areas rights or benefits at the said Property or for any other mutually decided specified purpose not forming part of consideration for sale/transfer of Salashle Spaces and other spaces areas rights or benefits at the said Property.
 - f) Amounts received from transferees of Saleable Spaces and other spaces areas rights or benefits at the said Property on account of or as extras on account of generator, transformer and other installations and facilities, legal charges, and also those received as deposits / advances against rates and taxes, maintenance charges etc.
- 14.1.1 Goods and Services Tax (GST): The GST relating to development and construction shall be paid and borne solely by the Developer who shall comply with the applicable provisions regarding the same and keep the Land Owners indemnified in this regard. The GST in respect of the transferred of the Units to the Transferces shall be collected directly by the Developer from the Transferces without any requirement to deposit the same in the Sale Consideration Bank Account. Deposit of such GST with the concerned authority in accordance with law in respect of the transfer of the Units to the Transferces and complying with applicable provisions regarding the same shall be the responsibility of the Developer and the Developer shall indemnify the Land Owners with regard thereto.

14.2 Financials:





14.2.1.1 The said Security Deposit shall be interest free and shall be refunded in the manner mentioned in this agreement.

14.2.2 Refund for of Security Deposit: The said Security Deposit shall be refunded on completion of the Project in all respects and the Architect certifying the same.

14.2.3 Project Finance: Upon sanction of the Building Plans, the Developer may arrange for financing of the Project (Project Finance) by a Bank/Financial Institution/NBFC/Private Lender (Financier) and obtain loans for the Project and the Developer shall be entitled to mortgage / charge the said Property, including by depositing the Original Documents with the Financier and the Land Owners shall not have any liability whatsoever to repay the loans obtained by the Developer and/or any interest, penalty or other amounts relating to the same (collectively Project Finance Liability). The Land Owners shall sign execute and deliver all necessary papers documents etc., as he required by the Developer therefor. The Developer agrees to keep indemnified the Land Owners against any claim, liability or loss whatsoever relating to Project Finance Liability.

Marketing and Disbursement of Sale Proceeds, Dealing with Saleable Spaces etc.:

15.1 Responsibility for Marketing and Disbursement of Sale Proceeds: The principal policy decisions regarding the marketing and transfer of the Project (i.e. the total transferable constructed spaces/Units in the New Buildings) including deciding the transfer price and revising the same from time to time, shall be taken by the Developer. The sale considerations in respect of the sales of the Units in the New Buildings shall be deposited in a separate bank account opened for such purpose (in short called "Sale Consideration Bank Account") which shall be operated by the Developer. No other bank account shall be used for deposit of the sale considerations from the Project. Suitable standing instructions shall be given to the Bank for disbursement of the sale proceeds (excluding GST) collected in such Sale Consideration Bank Account to the respective accounts of the Land Owners and the Developer.

15.1.1 GST: GST, as applicable from time to time, shall be collected directly by the Developer from the Transferees without any requirement to deposit the same in the Sale Consideration Bank Account. Deposit of such GST with the concerned authority in accordance with law in respect of the transfer of the Units to the Transferees and complying with applicable provisions regarding the same shall be the responsibility of the Developer and the Developer shall indemnify the Land Owners with regard thereto.

15.2. The Developer shall be entitled to engage and/or appoint marketing agents and brokers for marketing the spaces/units in the project. All marketing and promotional expenses to be bome by the Developer alone.

15.3 Dealing with Transferees: Subject to other provisions of this Agreement, the Developer shall be solely responsible and entitled to deal with the Transferees regarding the sale, transfer and/or lease of all salesble spaces in the New Buildings and shall take all necessary steps for the same including getting the transfer documents prepared and signed, collecting payments, handing over possession, etc.

15.4 Sale of Saleable Spaces etc.: All Saleable Spaces and other spaces areas rights and benefits within the said Property shall be sold to the Transferees by the Developer and the sale consideration received from the same shall be shared by the Land Owners and the Developer in the manner mentioned bereinbefore.





- 15.5 Rates: On and from the Possession Date to the Transferees, the Rates and Taxes in respect of the New Buildings shall be payable by the respective Transferees thereof.
- 15.6 Transfer in favour of Transferees: The Units in the New Buildings shall be sold and transferred in favour of the Transferees by initially entering into Agreements for Sale followed by handing over of possession to them and ultimately transferring title by registered Deeds of Conveyance. Both the Land Owners and the Developer shall be parties in all such Agreements and Deeds of Conveyance, with the Land Owners represented by their attorney/s pursuant to this agreement.
- 15.7 Preparation of Documents & Cost of Transfer of Units: The costs of such conveyances including stamp duty and registration fees and all other legal fees and expenses shall be borne and paid by the Transferees. The documents for transfer including Agreements for Sale of Units and Deeds of Conveyance shall be prepared by Messes. Saraogi & Co., Advocates of No.7B Kiran Shankar Roy Road, Kolkata 700001 (Advocates). The stamp duty, registration fees, legal fees and other expenses shall be borne and paid by Transferees.
- 16. Municipal Taxes and Outgoings:
- 16.1 Relating to Period Prior to Date of Sanction of Building Plans: All Municipal rates and taxes and outgoings (collectively Rates) on the said Property relating to the period prior to the date of sanction of Building Plan shall be borne, paid and discharged by the Land Owners.
- 16.2 Relating to Period after Sanction of the Building Plans: As from the period after sanction of the Building till completion of the Building in terms hereof (including completion certificate being issued by the Kolkara Municipal Corporation). The Land Owners and the Developer shall be liable and responsible for payment of the same in the ratio of 20; 80.
- 16.3 Relating to Period after Completion Certificate: As from the period after completion of the Building in terms hereof, the liability and responsibility for payment of the Rates shall be that of the Transferrees.
- 17. Possession and Post Completion Maintenance:
- 17.1 Notice of Completion: As soon as the New Building/s are completed in terms hereof and the completion certificate is obtained, the Developer shall inform the Land Owners regarding the same.
- 17.2 Possession Date and Rates: After 7 days from such date of issue of the notice of completion, the New Buildings shall be deemed to be ready for possession (Possession Date), and thereafter the Developer shall be entitled to charge the Rates in respect of all Units in the New Buildings from the Transferees, unless otherwise decided mutually by the Parties.
- 17.3 Maintenance: The Developer shall frame a scheme for the management and administration of the New Buildings and the maintenance shall be handed over at an appropriate time to a separate body.
- 17.4 Maintenance In-Charge: The Developer shall hand over the management and maintenance of the Common Portions and services of the New Buildings to a separate body which shall collect the costs and service charges therefor (Maintenance In-Charge), It is clarified that the Maintenance Charges shall include premium for the insurance of the New Buildings, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, applicatives and equipments.
- 18. Common Restrictions:





- 18.1 No Assignment: The Parties hereby agree and covenant with each other not to transfer and/or assign the benefits of this Agreement or any portion thereof, without the prior consent in writing of the other party.
- Obligations of Developer:
- 19.1 Obligations subsequent to Completion: The drainage/sewerage connection required to be obtained shall be obtained by the Developer at its own cost subsequently.
- 19.2 Compliance with Laws: The Developer hereby agrees and covenants with the Land Owners to execute the Project and make construction of the New Buildings in conformity with the prevailing laws, rules and bye-laws of all concerned authorities and State Government/Central Government bodies and to comply with the provisions of the law applicable to development, construction, safety and transfer of the New Buildings and Units therein.
- 19.3 Planning, Designing and Development: The Developer shall be responsible for planning, designing and development of the New Buildings with the help of the Architects, professional bodies, contractors, etc.
- 19.4 Construction at Developer's Risk and Cost: The Developer shall construct and complete the New Buildings at its own cost, risk and responsibility including for planning, designing and sanction of Building Plans.
- 19.5 Adherence by Developer: The Developer has assured the Land Owners that it shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.
- 19.6 Completion of Development within Completion Time: Subject to Force Majeure, the Developer shall complete the construction within the Completion Time or such extended time as be mortually decided from time to time in writing.
- 19.7 Meaning of Completion: The word 'completion' shall mean habitable state with water supply, sewage connection, electrical installation and such other facilities and amenities as be required to be provided to make the Units ready-for-use duly certified by the Architects.
- 19.8 Adherence by Developer: The Developer has assured the Land Owners that it shall adhere to this Agreement and comply with its terms and conditions.
- 19.9 Act in Good Faith: The Developer undertakes to act in good faith towards the other Land Owners (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 20. Obligations of the Land Owners:
- 20.1 Ensure Continuing Marketability: The Land Owners shall ensure that the Land Owners keep the title to the said Property free from all encumbrances as the same now is till completion of the Project.
- 20.2 Approvals and Sanction Plan: The application for sanction of Building Plans and also application for all other Land related approvals shall be made in the name of the Land Owners, if required.
- 20.3 No Dealing with the Said Property: The Land Owners hereby covenant not to sell, transfer, assign, let out, grant lease, mortgage, charge or otherwise deal with or dispose of the Said Property or any portions thereof save and except in the manner envisaged by this Agreement.





- 20.4 Documentation and Information: The Land Owners undertake to provide the Developer with any and all documentation and information relating to the Said Property as may be required by the Developer from time to time, including relating to its title and the representations made herein.
- 20.5 No Obstruction in Construction: The Land Owners hereby covenant not to cause any interference or hindrance in the construction of the New Buildings so long the construction is in accordance with or permissible under the applicable provisions of law and the Developer is not in default of its obligations herein.
- 20.6 Execution of Sale Deeds in favour of Transferees: The Land Owners shall from time to time, as and when required by and at the request of the Developer, execute and register sale / transfer deed or deeds or other documents of transfer for sale, transfer or disposal of Saleable Spaces and other spaces areas rights and benefits in the Project at the said Property together with or independent of or independently the land comprised in the said Property attributable thereto and/or earmarked therefor in favour of the respective Transferees thereof without raising any objection whatsoever. All costs and expenses for execution and registration of such agreements and/or documents of transfer shall be borne and paid by the prospective Transferees.
- 20.7 Co-operation with Developer: The Land Owners undertake to fully co-operate with the Developer for development of the Said Property.
- 20.8 Adherence by Land Owners: The Land Owners have assured the Developer that they shall adhere to this Agreement and comply with its terms and conditions.
- 20.9 Act in Good Faith: The Land Owners undertakes to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.

21. Miscellaneous:

- 21.1 No Partnership: The Land Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 21.2 No Implied Waiver: Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 21.3 Additional Authority: It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings by the Developer, various deeds, matters and things not berein specified may be required to be done by the Developer and for which the Developer may need authority of the Land Owners. Further, various applications and other documents may be required to be signed or made by the Land Owners relating to which specific provisions may not have been made herein. The Land Owners hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Land Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer.
- 21.4 Further Acts: The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 21.5 Name of New Buildings: The name of the Project / New Buildings shall be decided by the Developer and the same shall be branded and marketed as be mutually agreed between the parties.
- 21.6 No Demise or Assignment: Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the said Property or any part thereof to the Developer by the





Land Owners or as creating any right, title or interest therein in favour of the Developer except to develop the said Property in terms of this Agreement.

22. Force Majeure:

- 22.1 Meaning: Force Majoure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, rarthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or satisficious for reasons outside the control of either Party) or any relevant Government or Court orders.
- Saving Due to Force Majeure: If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall inform the other Party specifying the nature and extent of the circumstances giving rise to the event/s of force majeure and shall, subject to such information, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of force majeure, during the continuance thereof, and for such time after the cessation, as is necessary for that Party, using all reasonable endeavors, to re-commence its affected operations in order for it to perform its obligations. Neither the Land Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of force majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by force majeure and the time limits hid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting force majeure.
- 22.3 Reasonable Endeavours: The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of force majeure shall use all reasonable endeavors to bring the event of force majeure to a close or to find a solution by which this agreement may be performed despite the continuance of the event of Force Majeure.

23. Entire Agreement:

23.1 Supercession: This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied.

24. Counterparts:

24.1 All Originals: This 'Agreement is being executed simultaneously in two counterparts, each of which shall be deemed to be an original and all of which shall constitute one instrument and agreement between the Parties.

25. Severance:

25.1 Partial Invalidity: 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.

- 25.2 Deletion of Invalid Provision: If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.
- 25.3 Reasonable Endeavour for Substitution: The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the preatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

26. Reservation of Rights:

- 26.1 Right to Waive: Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by such Party.
- 26.2 Forbeatance: No forbeatance, includence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- 26.3 No Waiver: Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence to or recognition of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.
- 26.4 No Continuing Waiver: A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion. No omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall constitute a waiver of such obligation of the other Party or the due and punctual performance thereof by such other Party and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other (similar or otherwise) obligations hereunder or as a waiver of any right or remedy that such Party may otherwise have in law or in equity.

Amendment/Modification:

27.1 Express Documentation: 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 both the Parties and expressly referring to the relevant provision of this Agreement.

28. Notice:

28.1 Mode of Service: Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by registered post with acknowledgment 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 post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

29. Arbitration:





- 29.1 Disputes and Pre-referral Efforts: The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties.
- 29.2 Referral to Arbitration: If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitral Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996. The parties may approach the Arbitral Tribunal for individual issues.
- 29.3 Arbitral Tribunal: The Parties irrevocably agree that the Arbitral Tribunal shall consist of One Sole Arbitrator, namely Sri Ramesh Kumar Ganeriwala son of Late Sri Ramgopal Ganeriwala residing at 1, A.J.C.Bose Road, Police Station Shakespeare Sarani, Kolkam-700071 and failing him Mr.Ashish Jalan son of Sri Shaukar Lal Jalan of No.606, 6th Floor, Kakad Market, 306, Kalbadevi Road, Police Station Kalbadevi, Mumbai-400002
- 29.4 Conduct of Arbitration Proceeding: The Parties irrevocably agree that:
 - 29.4.1 Place: The place of arbitration shall be Kolkata only.
 - 29.4.2 Language: The language of the arbitration shall be English.
 - 29.4.3 Interim Directions: The Arbural Tribunal shall be entitled to give interim awards/directions regarding the Dispures.
 - 29.4.4 Procedure: The Arbitral Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law and may adopt summary procedure. The arbitration shall otherwise he carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said Act shall apply to the arbitration proceedings.
 - 29.4.5 Binding Nature: The directions and interim/final award of the Arbitral Tribunal shall be binding on the Parties.
 - 29.4.6 Time Bound: The arbitration proceedings shall be completed and final award passed within a specific time frame of one year from the date of reference.

Jurisdiction:

30.1 Court: Courts within the Ordinary Original Civil Jurisdiction of the Calcutta High Court alone 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.

31. Rules of Interpretation:

31.1 Statutes: In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory.





instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.

- 31.2 Number: In this Agreement, any reference to singular includes plural and vice-versa.
- 31.3 Gender: In this Agreement, words denoting any gender including all other genders.
- 31.4 Party: In this Agreement, any reference to a Party is to a party to this Agreement.
- 31.5 Clause or Paragraph: In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.
- 31.6 Including: 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.
- 31.7 Headings: In this Agreement, the heading 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.

FIRST SCHEDULE (said Property / said Premises)

ALL THAT the municipal Premises No.5A/IC, Lord Sinha Road, Police Station Shakespeare Sarani, Kolkata-700671, containing revenue free land measuring 34 Cottabs 14 Chittacks 10 Sq.ft more or less, with buildings and structures thereat containing an area of 52,000 square feet and comprised in holding No.65 Block XIX of the South Division in Municipal Ward No.63 within the limits of the Kolkata Municipal Corporation and butted and bounded as follows:

On the East : By Lord Sinha Road;

On the West : By Premises Nos.55 & 55/1, Chowringhee Road, Kolkata;

On the North ... By partly by premises No.5A/1B, Lord Sinha Road,

Kolkata and partly by Premises No.4, Lord Sinha Road, Kolkata; and

On the South : By Premises No.5B, Lord Sinha Road, Calcutta.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated bounded called known numbered described or distinguished.

SECOND SCHEDULE

(Devolution of Title)

A. By 8 (eight) several Indentures all dated 30th June, 2001 made between Raj Kumar Jhunjhunwala, Vijay Kumar Jhunjhunwala, Ashok Kumar Jhunjhunwala and Vinod Kumar Jhunjhunwala therein called the Vendors of the First Part and Smt. Bimala Jhunjhunwala, Smt. Uma Jhunjhunwala, Smt. Minu Jhunjhunwala, Siddharth Jhunjhunwala, Master Atul Jhunjhunwala, Master Ankit Jhunjhunwala and Master Anant Jhunjhunwala therein called the Confirming Parties of the Third Part, for the consideration mentioned therein sold transferred conveyed All That the main building (contained a ground floor and three upper floors) lying situate on the Eastern side (facing Lord Sinha Road, Calcutta) Together with All That demarcated





piece or parcel of land containing an area of 21 Cottabs 7 Chittacks 8 Sq.ft (equivalent to 1434.68 Sq.mtrs.) being Lot "A" and being the separated and demarcated portion lying situate on the Eastern side formed out of the said remaining premises No.5A/1A, Lord Sinha Road, Kolkata-700071, within the limit of KMC Ward No.63 and within P.S. Shakespeare Sarani in the town of Kolkata, absolutely and forever, which were all duly registered as hereinafter stated with the office of the Additional Registrat of Assurances II, Kolkata in Book No.1 Volume No.1 Pages 1-52, all in the year 2001, the details whereof are mentioned hereinbelow-

SLNo.	Purchaser	undivided Share conveyed out of the said Lot "A"	Deed No.
1.	Shree Biharijee Properties Private Limited	1/8th share	4397
2.	K.S. Marketing Private Limited	1/8th share	4399.
3.	Crystal Properties Private Limited	1/8# share	4400
4.	Angels Housing Complex Private Limited	1/8 th share	4404
5.	Pioneer Land & Building Developers Private Limited	1/8th share	4406
6.	Mukul Housing Private Limited	1/8th share	4407
7.	Balaji Housing Complex Private Limited	1/8th share	4412
8,	Bimla Properties Private Limited	1/8th share	4414

B. By another 8 (eight) several Indentures all dated 30th June, 2001 made between Raj Kumar Jhunihumwala, Vijay Kumar Jhunihumwala, Ashok Kumar Jhunihumwala and Vinod Kumar Jhunjhunwala therein called the Vendors of the First Part and Smt. Bimala Jhonjhonwala, Smt. Uma Jhunjhunwala, Smt. Alka Devi Jhunjhunwala, Smt. Minu Jhunjhunwala, Siddharth Jhunjhunwala, Master Atul Jhunjhunwala, Master Ankit Jhunjhunwala and Master Anant Jhunjhunwala therein called the Confirming Parties of the Third Part, for the consideration mentioned therein sold transferred conveyed All That the western building (contained a ground floor and four upper floors lying situate on the Western side facing main building of Lot "A" (save and except the rights and ownership of Flat No.8 on North side on the first floor of said building and proportionate undivided indivisible ownership in land) Together with remaining undivided proportionate indivisible and variable share of All That demarcated piece or purcel of hand containing an area of 17 Coutabs 7 Chittacks 7 Sq.ft (equivalent to 1166.94 Sq.mtrs) being Lot "B" and being the separated and demarcated portion lying situate on the Western side formed out of the said remaining Premises No.5A/1A, Lord Sinha Road, Kolkata 700071 within the limit of KMC Ward No.63, within P.S.Shakespeare Sarani in the town of Kolkata, absolutely and forever, which were all duly registered as hereinafter stated with the office of the Additional Registrar of Assurances-II, Kolkata in Book No. 1 Volume No.1 Pages 1 52, all in the year 2001 the details whereof are mentioned hereinbelow:-

Sl.No.	Purchaser	undivided Share conveyed out of the said Lot "B"	Deed No.
L.	Yamuna Binimoy Private Limited	1/8th share	4411
2.	Yogamaya Binimoy Private Limited	1/8º share	4416
3.	Trishul Binimoy Private Limited	1/8º share	4420
4.	Vinayak Plaza Makers Private Limited	1/8 th share	4421
5.	Vinayak Binimoy Private Limited	1/8º share	4423
6.	Yogsiddhi Binimoy Private Limited	1/80 share	4424





7.	Neel Kamal Housing Private Limited	1/8th share	4426
8.	Ma Kali Properties Private Limited	1/8th share	4428

Subsequently by 7 (seven) several Indentures all dated 1º March 2008 made between (I) Shree Bihariyee Properties Private Limited, (2) K.S. Marketing Private Limited, (3) Crystal Properties Private Limited, (4) Angels Housing Complex Private Limited, (5) Pioneer Land Building Developers Private Limited, (6) Mukul Housing Private Limited, (7) Balaji Housing Complex Private Limited, and (8) Bimla Properties Private Limited therein called the Vendors of the First Part, for the consideration mentioned therein sold transferred conveyed All That building commonly known as "Amarsudha" constructed on the demarcated portion (Southern Eastern Side) of Premises No.5A/1A, Lord Sinha Road, Kolkata -700071, containing 2 Cottahs 10 Chittacks 26 Sq.ft, within the limit of KMC Ward No.63, within P.S.Shakespeare Sarani in the town of Kolkata, absolutely and forever, which were all duly registered as hereinafter stated with the office of the Additional Registrar of Assurances-II, Kolkata in Book No. 1 Volume No.1, all in the year 2008 the details whereof are mentioned hereinbelow-

SLNo	Purchaser	Confirming Party	undivided Share conveyed	Deed
1.	Ramchandra Parolia	Hall Mark Consultants Private Ltd	1/126	1835
2.	Ashok Kumar Killa, and Smt. Saviui Devi Killa	Hall Mark Consultants Private Ltd.	1/6/h	1836
3.	Sarda Estates Private Ltd.	Hall Mark Consultants Private Ltd.	1/6 th	1837
4.	Miss Bidisha Chakraborty	Hall Mark Consultants Private Ltd. And Mr. Pranab Chakraborty	1/6*	1838
5,	Soshil Kumar Killa, and Smt. Sarita Devi Killa	Hall Mark Consultants Private Ltd.	1/64	1839
6.	Akash Ganga Mercantile Private Limited	Hall Mark Consultants Private Ltd.	1/12,4	1840
7.	Ram Chandra Parolia Smt. Sunil Kumari Parolia	Hall Mark Consultants Private Ltd.	1/6%	1841

D. By an Indenture dated 31st July 2014 made between (Smt.) Pushpa Devi Jhunjhunwala as the Transferor of the one Part and (I) Ma kali Properties Private Limited, (2) Neel Kamal Housing Private Limited, (3) Trisul Binimoy Private Limited, (4) Vinayak Binimoy Private Limited, (5) Vinayak Plaza Makers Private Limited, (6) Yamuna Binimoy Private Limited, (7) Yogsiddhi Binimoy Private Limited and (8) Yogamaya Binimoy Private Limited thetein jointly called the Transferoes of the other Part and duly registered with the Additional Registrar of Assurances-II, Kolkata in Book I CD Volume No.47 Pages from 314 to 345 Being No.09672 for the year 2014, the said Transferoe, (Smt.) Pushpa Devi Jhunjhunwala for the consideration mentioned therein did grant convey transferred assign and assured unto and to the aforesaid Transferors All That the residential Flat No.8 containing 1706 sq. ft (more or less) super Built Up Area situated on the 1st (First) floor of the building on the Western Side Together with undivided proportionate share in



C.



the land containing 36 Cottahs 10 Chittacks 6 ½ Sq.ft being Premises No.5A/1A, Lord Smha Road, Kolkata-700071, absolutely and forever.

The said (1) Shree Biharijee Properties Private Limited, (2) K.S. Marketing Private Limited, (3) Crystal Properties Private Limited, (4) Angels Housing Complex Private Limited, (5) Pioneer Land Building Developers Private Limited, (6) Mukul Housing Private Limited, (7) Balaji Housing Complex Private Limited, (8) Bimla Properties Private Limited, (9) Ma kali Properties Private Limited, (10) Neel Kamal Housing Private Limited, (11) Trisul Binimoy Private Limited, (12) Vinayak Binimoy Private Limited, (13) Vinayak Plaza Makers Private Limited, (14) Yamuna Binimoy Private Limited (15) Yogsinddu Binimoy Private Limited and (16) Yogsinaya Binimoy Private Limited have jointly got their names mutated in the records of the Kolkata Municipal Corporation and the said land containing an area of 34 Cottahs 14 Chitacks 10 Square feet more or less, have been renumbered as Premises No.5A/IC, Lord Sinha Road, P.S.Shakespeare Sarani, Kolkata 700071 and morefully described in the First Schedule hereinbefore), each having distinctive share therein, as mentioned hereinbelow, that is to say:

Owner No.	Name	Sharing Ratio
1.	Shree Biharijee Properties Private Limited	6.64125%
2	K.S. Marketing Private Limited	6.64125%
3.	Crystal Properties Private Limited	6.64125%
4.	Angels Housing Complex Private Limited	6.64125%
5.	Pioneer Land Building Developers Private Limited	6.64125%
6.	Mukul Housing Private Limited	6.64125%
7.	Balaji Housing Complex Private Limited	6.64125%
B.	Bimla Properties Private Limited	6.64125%
9.	Ma kali Properties Private Limited	5.85875%
10.	Neel Kamal Housing Private Limited	5.85875%
11,	Trisul Binimoy Private Limited	5.85875%
12.	Vinayak Binimoy Private Limited	5.85875%
13.	Vinayak Plaza Makers Private Limited	5.85875%
14.	Yamuna Binimoy Private Limited	5.85875%
15.	Yogsiddhi Binimoy Private Limited	5.85875%
16.	Yogamaya Binimoy Private Limited	5.85875%





37. Execution and Delivery:

37.1 In Witness Whereof the Parties have executed this Agreement on the date mentioned above.

For Ma Kall Properties P. Ltd.
For Neel Kaunal Housing P. Ltd.
For Trishul Binimoy P. Ltd.
For Vinayak Binimoy P. Ltd.
For Vinayak Plaze Makers P. Ltd.
For Yamuna Binimoy P. Ltd.
For Yogamaya Binimoy P. Ltd.
For Yogamaya Binimoy P. Ltd.
For Yogsiddhi Binimoy P. Ltd.

Director
For Angels Housing Complex P. Lta

For Palaji Housing Complex P. Ltd.
For Simia Properties P. Ltd.
For Crystal Properties P. Ltd.
For K.S. Marketing P. Ltd.
For Mukul Housing P. Ltd.
For Fioneer Land & Bellding Developers P. Ltd.

For Shree Biharijee Properties P. Ltd.

Land Owners

For KISH DEVELOPERS LLP

PARTNER

Developer

Witnesses:

Signature

m _ DE

Name Bishus nath Fain.

Enter's Name I after Roma & Wines Takin

Address BE/ to put Lake

to existe - 64

Signuture

Name VINOD RUMAR DUGGAL

Father's Name Lote M. L. DUGGAL

Address LOA CHAREL ROAD

KELKATA - 700022

Drafted by me Corrod M

(NIRUPAM SARAOGI) REGN NO.WB/969/1995

Advocate

High Court, Calcutta

Major Information of the Deed

Deed No:	1-1902-00042/2018	Date of Registration	04/01/2018	
Query No / Year	1902-0001639339/2017	Office where deed is r	egistered	
Query Date	28/11/2017 2:56:49 PM	A.R.A II KOLKATA, D	listrict: Kolkata	
Applicant Name, Address & Other Details	KISH DEVELOPERS LLP Thana: Shakespeare Sarani, Dis 9836905325, Status: Buyer/Clair		L, Mobile No. :	
Transaction		Additional Transaction		
[0110] Sale, Development agreement	Agreement or Construction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value		Market Value		
		Rs. 74,96,74,327/-		
Stampduty Paid(SD)		Registration Fee Paid		
Rs. 75,120/- (Article:48(g))		Rs. 210/- (Article:E, E)		
Remarks Received Rs. 0/- (only) from to		ne applicant for issuing the ass	sement slip (Urban area)	

Land Details:

District: Kolkata, P.S.- Shakespeare Sarani, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Lord Sinha Road, Road Zone: (On Road – On Road). Premises No. 5A/1C, Word No. 63

Sch	Plot Number	Khatian Number	Land Proposed	The second second	Area of Land	Market Value (in Rs.)	Other Details
L1	S JALLES SON COL		Bastu	1.100200	12560 Sq Ft	19,74,78,379/-	Property is on Road

District: Kolkata, P.S.- Shakespeare Sarani, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Lord Sinha Road, Road Zone: (On Road -- On Road) , Premises No. 5A/1C

Sch	Plot Number	Khatian Number	Land Proposed	Tomorrow Comments	Area of Land		Market Value (in Rs.)	Other Details
L2			Commerci al use		6280 Sq Ft		29,62,17,569/-	Property is on Road
L3			Office		6280 Sq Ft		19,74,78,379/-	Property is on Road
		TOTAL:		V	28.7834Dec	0 /-	4936,95,948 /-	
	Grand	Total:			57.5668Dec	0 /-	6911,74,327 /-	

Structure Details:

Sch	Structure	Area of	Setforth	Market value	Other Details
No	Details	Structure	Value (In Rs.)	(In Rs.)	MEDICAL PROPERTY OF THE PROPER
S1	On Land L1	52000 Sq Ft	0/-	5,85,00,000/-	Structure Type: Structure

Gr. Floor, Area of floor: 13000 Sq Ft, Commercial Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor: 13000 Sq Ft., Semi Commercial Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No. 2, Area of floor: 13000 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 3, Area of floor: 13000 Sq Ft., Residential Use, Comented Floor, Age of Structure: 1Year, Roof Type: Pucca, Extent of Completion: Complete

PU	icca, Extent of Co	mpiecion: Compi	ete		
T	Total:	52000 sq ft	0 /-	585,00,000 /-	

Land Lord Details :

SI Name, Address, Photo, Finger print and Signature

No

1 SHREE BIHARIJEE PROPERTIES PRIVATE LIMITED

5A/1B, Lord Sinha Road, P.O.- Middleton Row, P.S.- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071, PAN No.:: AAECS2155H, Status::Organization, Executed by: Representative, Executed by: Representative

2 BALAJI HOUSING COMPLEX PRIVATE LIMITED

5A/1B, Lord Sinha Road, P.O.- Middleton Row, P.S.- Shakespeare Sarani, Kolkata, District - Kolkata, West Bengal, India, PIN - 700071 . PAN No.:: AABCB0941R, Status : Organization, Executed by: Representative, Executed by: Representative

BIMLA PROPERTIES PRIVATE LIMITED

5A/1B. Lord Sinha Road, P.O.- Middleton Row, P.S.- Shakespeare Sarant, Kolkata, District-Kolkata, West Bengal, India, PIN - 700071, PAN No.: AABCB0584G, Status: Organization, Executed by: Representative, Executed by: Representative

CRYSTAL PROPERTIES PRIVATE LIMITED

5A/1B, Lord Sinha Road, P.O:- Middleton Row, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071, PAN No.:: AABCC0632N, Status: Organization, Executed by: Representative, Executed by: Representative

K.S. MARKETING PRIVATE LIMITED

5A/1B, Lord Sinha Road, P.O.- Midoleton Row, P.S.- Shakespeare Sarani, Kolkata, District-Kolkata, West Bengal, India, PIN - 700071, PAN No.: AACCK1678D, Status: Organization, Executed by: Representative, Executed by: Representative

6 PIONEER LAND & BUILDING DEVELOPERS PRIVATE LIMITED

5A/19, Lord Sinha Road, P.O.- Middleton Row, P.S.- Shakespeare Sarani, Kolkata, District-Kolkata, West Bengal, India, PIN - 700071, PAN No.:: AABCP5847Q, Status: Organization, Executed by: Representative, Executed by: Representative.

7 MUKUL HOUSING PRIVATE LIMITED

5A/1B, Lord Sinha Road, P.O.- Middleton Row, P.S.- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071, PAN No.:: AABCM7943E, Status: Organization, Executed by: Representative, Executed by: Representative

8 ANGELS HOUSING COMPLEX PRIVATE LIMITED

5A/1B, Lord Sinha Road, P.O.- Middleton Row, P.S.- Shakespeare Sarani, Kolkata, District-Kolkata, West Bengal, India, PIN - 700071, PAN No.:: AACCA1923H, Status: Organization, Executed by: Representative, Executed by: Representative

9 MA KALI PROPERTIES PRIVATE LIMITED

5A/1C, Lord Sinha Road, P.O.- Middleton Row, P.S.- Shakespeare Sarani, Kolkata, District-Kolkata, West Bengal, India, PIN - 700071, PAN No.: AADCM1468Q, Status : Organization, Executed by: Representative Executed by: Representative

10 NEEL KAMAL HOUSING PRIVATE LIMITED

5A/1C, Lord Sinha Road, P.O.- Middleton Row, P.S.- Shakespeare Sarani, Kolkata, District-Kolkata, West Bengal, India PIN - 700071, PAN No.:: AABCN5608H, Status: Organization, Executed by: Representative, Executed by: Representative

11 TRISHUL BINIMOY PRIVATE LIMITED

5A/1C, Lord Sinha Road, P.O.- Middleton Row. P.S.- Shakespeare Sarani, Kolkata, District: Kolkata, West Bengal, India, PIN - 700071, PAN No.:: AABCT7873J, Status: Organization, Executed by: Representative, Executed by: Representative

12 VINAYAK BINIMOY PRIVATE LIMITED

5A/1C, Lord Sinha Road, P.O.- Middleton Row, P.S.- Shakespeare Sarani, Kolkata, District-Kolkata, West Bengal, India, PIN - 700071, PAN No.:: AABCV6104C, Status : Organization, Executed by: Representative, Executed by: Representative

13 VINAYAK PLAZA MAKERS PRIVATE LIMITED

5A/1C, Lord Sinha Road, P.O.: Middleton Row, P.S.: Shakespeare Sarani, Kolkata, District: Kolkata, West Bengal, India, PIN - 700071, PAN No.:: AABCV6328A, Status: Organization, Executed by: Representative, Executed by: Representative

14 YAMUNA BINIMOY PRIVATE LIMITED

5A/1C, Lord Sinha Road, P.O.- Middleton Row, P.S.- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071, PAN No.:: AAACY1840K, Status: Organization, Executed by: Representative, Executed by: Representative

15 YOGAMAYA BINIMOY PRIVATE LIMITED

5A/1C, Lord Sinha Road, P.O.- Middleton Row, P.S.- Shakespeare Sarani, Kolkata, District.-Kolkata, West Bengal, India, PIN - 700071, PAN No.:: AAACY1839Q, Status: Organization, Executed by: Representative, Executed by: Representative

16 YOGSIDDHI BINIMOY PRIVATE LIMITED

5A/1C, Lord Sinha Road, P.O.- Middleton Row, P.S.- Shakespeare Sarani, Kolkata, District-Kolkata, West Bengal, India, PIN - 700071, PAN No.:: AAACY1838R, Status : Organization, Executed by: Representative, Executed by: Representative

Developer Details :

- SI Name, Address, Photo, Finger print and Signature No
 - 1 KISH DEVELOPERS LLP

5A/1B, Lord Sinha Road, P.O.- Middleton Row, P.S.- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071, PAN No.:: AARFK0332J, Status: Organization, Executed by: Representative

Representative Details:

SI Name, Address, Photo, Finger print and Signature

1 Mrs Neena Agarwal

Wife of Mr Mukul Aganwal Aganwal Flat 6B, 6th Floor, 10 Lord Sinha Road, P.O.- Middleton Row, P.S.Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071, Sex: Female, By
Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADDPA3491K, Aadhaar No:
71xxxxxxxx6346 Status: Representative, Representative of: SHREE BIHARIJEE PROPERTIES
PRIVATE LIMITED (as Director), BALAJI HOUSING COMPLEX PRIVATE LIMITED (as Director),
BIMLA PROPERTIES PRIVATE LIMITED (as Director), CRYSTAL PROPERTIES PRIVATE LIMITED
(as Director), K.S. MARKETING PRIVATE LIMITED (as Director), PIONEER LAND & BUILDING
DEVELOPERS PRIVATE LIMITED (as Director), MUKUL HOUSING PRIVATE LIMITED (as Director),
ANGELS HOUSING COMPLEX PRIVATE LIMITED (as Director), MA KALI PROPERTIES PRIVATE
LIMITED (as Director), NEEL KAMAL HOUSING PRIVATE LIMITED (as Director), TRISHUL BINIMOY
PRIVATE LIMITED (as Director), VINAYAK BINIMOY PRIVATE LIMITED (as Director), VINAYAK
PLAZA MAKERS PRIVATE LIMITED (as Director), YAMUNA BINIMOY PRIVATE LIMITED (as DIRECTOR)
LIMITED (as Director)

2 Mr Mukul Agarwal (Presentant)

Son of Late Shyam Sunder Aganwa Flat 6B, 6th Floor, 10 Lord Sinha Road, P.O:- Middleton Row, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, . PAN No.:: ADAPA1109M, Aadhaar No: 34xxxxxxxxx9867 Status: Representative, Representative of: KISH DEVELOPERS LLP (as Partner)

Identifier Details:

Name & address

Manoj Mahato

Son of Late N Mahato

7B, K S Roy Road, P.O.- G P O, P.S.- Hare Street, Kolkata, District.-Kolkata, West Bengal, India, P.N. - 700001, Sext Male, By Caste: Hindu, Occupation: Others, Citizen of: India, Identifier Of Mrs Neena Agarwal, Mr Mukul Agarwal

_	er of property for L1 From	To. with area (Name-Area)		
-				
1	PROPERTIES PRIVATE LIMITED	KISH DEVELOPERS LLP-1.79896 Dec		
2	BALAJI HOUSING COMPLEX PRIVATE LIMITED	KISH DEVELOPERS LLP-1 79896 Dec		
3	BIMLA PROPERTIES PRIVATE LIMITED	KISH DEVELOPERS LLP-1.79896 Dec		
4	CRYSTAL PROPERTIES PRIVATE LIMITED	KISH DEVELOPERS LLP-1.79896 Dec		
5	K.S. MARKETING PRIVATE LIMITED	KISH DEVELOPERS LLP-1.79896 Dec		
6	PIONEER LAND & BUILDING DEVELOPERS PRIVATE LIMITED	KISH DEVELOPERS LLP-1.79896 Dec		
7	MUKUL HOUSING PRIVATE LIMITED	KISH DEVELOPERS LLP-1.79896 Dec		
8	ANGELS HOUSING COMPLEX PRIVATE LIMITED	KISH DEVELOPERS LLP-1.79896 Dec		
9	MA KALI PROPERTIES PRIVATE LIMITED	KISH DEVELOPERS LLP-1.79896 Dec		
10	NEEL KAMAL HOUSING PRIVATE LIMITED	KISH DEVELOPERS LLP-1.79896 Dec		
11	TRISHUL BINIMOY PRIVATE LIMITED	KISH DEVELOPERS LLP-1.79896 Dec		
12	VINAYAK BINIMOY PRIVATE LIMITED	KISH DEVELOPERS LLP-1.79896 Dec		
13	VINAYAK PLAZA MAKERS PRIVATE LIMITED	KISH DEVELOPERS LLP-1.79896 Dec		
14	YAMUNA BINIMOY PRIVATE LIMITED	KISH DEVELOPERS LLP-1,79896 Dec		
15	YOGAMAYA BINIMOY PRIVATE LIMITED	KISH DEVELOPERS LLP-1.79896 Dec		
16	YOGSIDDHI BINIMOY PRIVATE LIMITED	KISH DEVELOPERS LLP-1.79896 Dec		
Trans	fer of property for L2			
SI.No	From	To. with area (Name-Area)		
1	SHREE BIHARIJEE PROPERTIES PRIVATE LIMITED	KISH DEVELOPERS LLP-0.89948 Dec		
2	BALAJI HOUSING COMPLEX PRIVATE LIMITED	KISH DEVELOPERS LLP-0.89948 Dec		
3	BIMLA PROPERTIES PRIVATE LIMITED	KISH DEVELOPERS LLP-0.89948 Dec		
4	CRYSTAL PROPERTIES PRIVATE LIMITED	KISH DEVELOPERS LLP-0.89948 Dec		
5	K.S. MARKETING PRIVATE LIMITED	KISH DEVELOPERS LLP-0.89948 Dec		

6	PIONEER LAND & BUILDING DEVELOPERS PRIVATE LIMITED	KISH DEVELOPERS LLP-0.89948 Dec
7	MUKUL HOUSING PRIVATE LIMITED	KISH DEVELOPERS LLP-0.89948 Dec
В	ANGELS HOUSING COMPLEX PRIVATE LIMITED	KISH DEVELOPERS LLP-0.89948 Dec
9	MA KALI PROPERTIES PRIVATE LIMITED	KISH DEVELOPERS LLP-0.89948 Dec
10	NEEL KAMAL HOUSING PRIVATE LIMITED	KISH DEVELOPERS LLP-0.89948 Dec
11	TRISHUL BINIMOY PRIVATE LIMITED	KISH DEVELOPERS LLP-0.89948 Dec
12	VINAYAK BINIMOY PRIVATE LIMITED	KISH DEVELOPERS LLP-0.89948 Dec
13	VINAYAK PLAZA MAKERS PRIVATE LIMITED	KISH DEVELOPERS LLP-0.89948 Dec
14	YAMUNA BINIMOY PRIVATE LIMITED	KISH DEVELOPERS LLP-0.89948 Dec
15	YOGAMAYA BINIMOY PRIVATE LIMITED	KISH DEVELOPERS LLP-0.89948 Dec
16	YOGSIDDHI BINIMOY PRIVATE LIMITED	KISH DEVELOPERS LLP-0.89948 Dec
Trans	sfer of property for L3	
SI.No	From	To. with area (Name-Area)
1	SHREE BIHARIJEE PROPERTIES PRIVATE LIMITED	KISH DEVELOPERS LLP-0.89948 Dec
2	BALAJI HOUSING COMPLEX PRIVATE LIMITED	KISH DEVELOPERS LLP-0.89948 Dec
3	BIMLA PROPERTIES PRIVATE LIMITED	KISH DEVELOPERS LLP-0.89948 Dec
4	CRYSTAL PROPERTIES PRIVATE LIMITED	KISH DEVELOPERS LLP-0.89948 Dec
5	K.S. MARKETING PRIVATE LIMITED	KISH DEVELOPERS LLP-0.89948 Dec
6	PIONEER LAND & BUILDING DEVELOPERS PRIVATE LIMITED	KISH DEVELOPERS LLP-0.89948 Dec
7	MUKUL HOUSING PRIVATE LIMITED	KISH DEVELOPERS LLP-0.89948 Dec
8	ANGELS HOUSING COMPLEX PRIVATE LIMITED	KISH DEVELOPERS LLP-0.89948 Dec
9	MA KALI PROPERTIES PRIVATE LIMITED	KISH DEVELOPERS LLP-0.89948 Dec
10	NEEL KAMAL HOUSING PRIVATE LIMITED	KISH DEVELOPERS LLP-0.89948 Dec
		KISH DEVELOPERS LLP-0.89948 Dec
11	PRIVATE LIMITED	

13	VINAYAK PLAZA MAKERS PRIVATE LIMITED	KISH DEVELOPERS LLP-0.89948 Dec			
14	YAMUNA BINIMOY PRIVATE LIMITED	KISH DEVELOPERS LLP-0.89948 Dec			
15	YOGAMAYA BINIMOY PRIVATE LIMITED	KISH DEVELOPERS LLP-0.89948 Dec			
16	YÖGSIDDHI BINIMOY PRIVATE LIMITED	KISH DEVELOPERS LLP-0.89948 Dec			
Trans	fer of property for S1				
SI.No	From	To, with area (Name-Area)			
1	SHREE BIHARIJEE PROPERTIES PRIVATE LIMITED	KISH DEVELOPERS LLP-3250.00000000 Sq Ft			
2	BALAJI HOUSING COMPLEX PRIVATE LIMITED	KISH DEVELOPERS LLP-3250,00000000 Sq Ft			
3	BIMLA PROPERTIES PRIVATE LIMITED	KISH DEVELOPERS LLP-3250.00000000 Sq Ft			
4	CRYSTAL PROPERTIES PRIVATE LIMITED	KISH DEVELOPERS LLP-3250.00000000 Sq Ft			
5	K.S. MARKETING PRIVATE LIMITED	KISH DEVELOPERS LLP-3250.000000000 Sq Ft			
6	PIONEER LAND & BUILDING DEVELOPERS PRIVATE LIMITED	KISH DEVELOPERS LLP-3250.000000000 Sq Ft			
7	MUKUL HOUSING PRIVATE LIMITED	KISH DEVELOPERS LLP-3250.00000000 Sq Ft			
8	ANGELS HOUSING COMPLEX PRIVATE LIMITED	KISH DEVELOPERS LLP-3250.00000000 Sq Ft			
9	MA KALI PROPERTIES PRIVATE LIMITED	KISH DEVELOPERS LLP-3250.00000000 Sq Ft			
10	NEEL KAMAL HOUSING PRIVATE LIMITED	KISH DEVELOPERS LLP-3250.00000000 Sq Ft			
11	TRISHUL BINIMOY PRIVATE LIMITED	KISH DEVELOPERS LLP-3250,00000000 Sq Ft			
12	VINAYAK BINIMOY PRIVATE LIMITED	KISH DEVELOPERS LLP-3250.00000000 Sq Ft			
13	VINAYAK PLAZA MAKERS PRIVATE LIMITED	KISH DEVELOPERS LLP-3250.00000000 Sq Ft			
14	YAMUNA BINIMOY PRIVATE LIMITED	KISH DEVELOPERS LLP-3250.00000000 Sq Ft			
15	YOGAMAYA BINIMOY PRIVATE LIMITED	KISH DEVELOPERS LLP-3250.00000000 Sq Ft			
16	9 YOGSIDDHI BINIMOY KISH DEVELOPERS LLP-3250.00000000 Sq Ft PRIVATE LIMITED				

Endorsement For Deed Number: I - 190200042 / 2018

On 30-11-2017

Presentation(Under Section 52 & Rule 22A(3) 48(1),W.B. Registration Rules,1952)

Presented for registration at 17:35 hrs on 30-11-2017, at the Private residence by Mr Mukul Agarwal,

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 74 96.74.327/-

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

Execution is admitted on 30-11-2017 by Mrs Neena Agarwal, Director, SHREE BIHARIJEE PROPERTIES PRIVATE LIMITED, 5A/1B, Lord Sinha Road, P.O.: Middleton Row, P.S.: Shakespeare Sarani, Kolkata, District: Kolkata, West Bengal, India, PIN - 700071; Director. BALAJI HOUSING COMPLEX PRIVATE LIMITED, 5A/1B, Lord Sinha Road, P.O.- Middleton Row, P.S.- Shakespeare Sarani, Kolkata, District.-Kolkata, West Bengal, India, PIN - 700071; Director, BIMLA PROPERTIES PRIVATE LIMITED, 5A/1B, Lord Sinha Road, P.O.- Middleton Row, P.S:- Shakespeare Sarani, Kolkata, District-Kolkata, West Bengal, India, PIN - 700071; Director, CRYSTAL PROPERTIES PRIVATE LIMITED. 5A/1B. Lord Sinha Road. P.O.- Middleton Row, P.S.- Shakespeare Sarani, Kolkata, District: -Kolkata, West Bengal, India, PIN - 700071; Director, K.S. MARKETING PRIVATE LIMITED, 5A/1B, Lord Sinha Road, P.O:- Middleton Row, P.S.- Shakespeare Sarani, Kolkata, District.-Kolkata, West Bengal, India, PIN - 700071; Director, PIONEER LAND & BUILDING DEVELOPERS PRIVATE LIMITED, 5A/1B, Lord Sinha Road, P.O.- Middleton Row, P.S.- Shakespeare Sarari, Kolkata, District-Kolkata, West Bengal, India, PIN - 700071; Director, MUKUL HOUSING PRIVATE LIMITED, 5A/1B, Lord Sinha Road, P.O.- Middleton Row, P.S.- Shakespeare Sarani, Kolkata, District - Kolkata, West Bengal, India, PIN - 700071; Director, ANGELS HOUSING COMPLEX PRIVATE LIMITED, 5A/1B, Lord Sinha Road, P.O.-Middleton Row, P.S.- Shakespeare Sarani, Kolkata, District.-Kolkata, West Bengal, India, PIN - 700071; Director, MA KALI PROPERTIES PRIVATE LIMITED, 5A/1C, Lord Sinha Road, P.O.- Middleton Row, P.S.- Shakespeare Sarani, Kolkata, District-Kolkata, West Bengal, India, PIN - 700071; Director, NEEL KAMAL HOUSING PRIVATE LIMITED. 5A/1C, Lord Sinha Road, P.O.- Middleton Row, P.S.- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071; Director, TRISHUL BINIMOY PRIVATE LIMITED, 5A/1C, Lord Sinha Road, P.O.- Middleton Row. P.S.- Shakespeare Sarani, Kolkata, District -Kolkata, West Bengal, India, PIN - 700071; Director: VINAYAK BINIMOY PRIVATE LIMITED, 5A/1C, Lord Sinha Road, P.O.- Middleton Row, P.S.- Shakespeare Sarani, Kolkata, District-Kolkata, West Bengal, India, PIN - 700071; Director, VINAYAK PLAZA MAKERS PRIVATE LIMITED, 5A/1C, Lord Sinha Road, P.O.- Middleton Row, P.S.- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN -700071; Director, YAMUNA BINIMOY PRIVATE LIMITED, 5A/1C, Lord Sinha Road, P.O.- Middleton Row, P.S.-Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071; Director, YOGAMAYA BINIMOY PRIVATE LIMITED, 5A/1C, Lord Sinha Road, P.O.- Middleton Row, P.S.- Shakespeare Sarani, Kolkata, District -Kolkata, West Bengal, India, PIN - 700071; Director, YOGSIDDHI BINIMOY PRIVATE LIMITED, 5A/1C, Lord Sinha Road, P.O:- Middleton Row, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071

Indetified by Manoj Mahato, , , Son of Late N Mahato, 7B, K S Roy Road, P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Others

Execution is admitted on 30-11-2017 by Mr Mukul Agarwal, Partner, KISH DEVELOPERS LLP, 5A/1B, Lord Sinha Road, P.O.- Middleton Row, P.S.- Shakespeare Sarani, Kolkata, District.-Kolkata, West Bengal, India, PIN - 700071

Indetified by Manoj Mahato, . . Son of Late N Mahato, 7B, K S Roy Road, P.O. G P O, Thana: Hare Street, City/Town KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Others

Sinou

Ashoke Kumar Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

On 11-12-2017

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 210/- (E = Rs 210/-) and Registration Fees paid by Cash Rs 189/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/11/2017 6:22PM with Govt. Ref. No: 192017180124712901 on 29-11-2017, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No: IK00JPOEC3 on 29-11-2017, Head of Account 0030-03-104-001-16

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 75,020/- Description of Stamp

Stamp: Type: Impressed, Serial no 142891, Amount: Rs.100/-, Date of Purchase: 29/12/2016, Vendor name: A K. Dae

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/11/2017 6:22PM with Govt. Ref. No: 192017180124712901 on 29-11-2017, Amount Rs: 75,020/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK00JPOEC3 on 29-11-2017, Head of Account 0030-02-103-003-02

bries

Ashoke Kumar Biswas ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - II KOLKATA

Kolkata, West Bengal

On 04-01-2018

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

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

Bries

Ashoke Kumar Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Koikata, West Bengal

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
No. 1	Mrs Neena Agarwai Flat 68, 6th Floor, 10 Lord Sinha Road, P.O. Middleton Row, P.S Shakespeare Sarani, Kolkata, DistrictKolkata, West Bengal, India, PIN - 700071		Photo	Finger Print 2009	
		PRIVATE LIMITED] ./PIONEE R LAND & BUILDING DEVELOP ERS PRIVATE LIMITED] .[MUKUL HOUSING PRIVATE LIMITED] .[ANGELS	NO LINE TO SERVICE AND LIN		

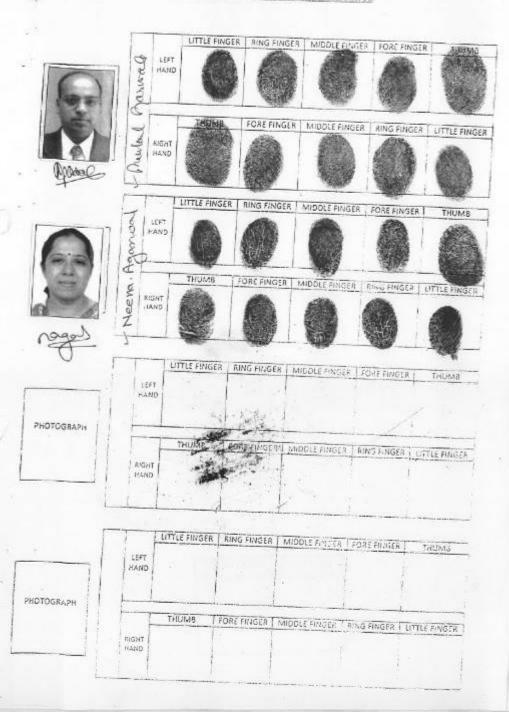
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
		COMPLE			
		X			
		PRIVATE			
		LIMITED]			
		"IMA KALI			
		PROPER			
		TIES			
		PRIVATE			
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		LIMITED [
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		BINIMOY			
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		LIMITED]			
	100	JYOGAM			
		AYA			
	199	BINIMOY			
		PRIVATE			
		LIMITED]			
		[YOGSID			
		DHI			
		BINIMOY			
		PRIVATE			
4		L'MITED 1			

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

	i. orginature or	LIC PEISON	(8) admitting the Execution at Private Residence.			
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date	
2	Mr Mukul Agarwal Flat 68, 6th Floor, 10 Lord Sinha Road, P.O Middleton Row, P.S Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN -700071	Represent ative of Developer (KISH DEVELOP ERS LLP)			(Audul Alamal)	
SI No.	Name and Address of identifier		Identifier of		Signature with date	
1	Manoj Mahato Son of Late N Mahato 7B, K S Roy Road, P.O G P O, P.S Hare Street, Kolkata, District- Kolkata, West Bengal, India, PIN - 700001		Mrs Neena Agarwal, Vr Mukul Agarwali		Mang Math. 30/11/2017	

(Ashoke Kurrar Biswas)
ADDITIONAL REGISTRAN
OF ASSURANCE
OFFICE OF THE A R.A.II KOLKATA
Kolkata, West Bengai

SPECIMEN FORM FOR TEN FINGERPRINTS



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2018, Page from 1838 to 1896 being No 190200042 for the year 2018.



Dinas

Digitally signed by ASHOKE KUMAR BISWAS

Date: 2018.01.04 17:08:34 +05:30 Reason: Digital Signing of Deed.

(Ashoke Kumar Biswas) 04-01-2018 17:08:29 ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - II KOLKATA West Bengal.

(This document is digitally signed.)