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भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA
INDIA NON JUDICIAL



Handwritten notes on the left margin: 4/19, 7/20, 1/19, 05/19

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Q.No. 156530/19

A.R.A. III

AB 740829

Handwritten signature and date: 05/19

Certified that the instrument is genuine & conforms to Registration, the Signature Sheet and the endorsement notes attached to the document are the part of this document.

Additional Assurances
of Assurances-III, Kolkata

7 FEB 2019

CO-DEVELOPMENT AGREEMENT

This co-development agreement has been entered into at Kolkata on 6th day of February 2019

AMONGST

- BAGDOGRA REALTORS PRIVATE LIMITED**, a company incorporated in accordance with the Companies Act, 1956, having CIN U70200WB2010PTC151686, PAN card AAECB2021R and its registered office at Flat No. 307, 51D, Gariahat Road, Kolkata – 700 019 Police station Gariahat, Post office Ballygunge, duly represented by its authorized signatory **Mr. Pulak Choudhury**, son of Late Kanai Lal Choudhury, having PAN AFWPC7476H and currently residing at B/16, Brahmapur Northern Park, Kolkata – 700 070, South 24 Parganas, Police station Bansdrani, Post office Bansdrani (hereinafter referred to as "LoC 1", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the FIRST PART;



1 | Page

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01 FEB 2019

DATE
SOLD TO Agnes Partner
ADDRESS 27B Canal Street
RS. 100/- KOL-16

CODE NO. (1067)
LICENCED NO.
20 & 20A, 1973

ANJUSHREE BANERJEE
L. S. VENDOR (D/S)
HIGH COURT, KOLKATA

01 FEB 2019




Additional Registrar of
Assurances III Kolkata
- 6 FEB 2019

Identified By Me
Ishita Bose (ISHITA BOSE)
Advocate
daughters of late Susanta Kumar Bose
6, Old Post Office Street,
Kolkata - 700001

WB 920/2005

AND

2. **BALASON REALTORS PRIVATE LIMITED**, a company incorporated in accordance with the Companies Act, 1956, having CIN U70109WB2010PTC151703, PAN card AAECB2020Q and its registered office at 81, Raja Basanta Roy Road, Kolkata – 700 029, Police station Rabindra Sarobar, Post office Sarat Bose Road, duly represented by its authorized signatory **Mr. Nirmal Roy**, son of Naresh Chandra Roy, having PAN AIWPR4048K and currently residing at 141/8, Ashoknagar, North 24 Parganas - 743222 Police station Ashoknagar, Post office Ashoknagar (hereinafter referred to as "LoC 2", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**;

AND

3. **GOSSAINPUR REAL ESTATE PRIVATE LIMITED**, a company incorporated in accordance with the Companies Act, 1956, having CIN U70101WB2007PTC17515, PAN card AACG9288M and its registered office at 81, Raja Basanta Roy Road, Kolkata – 700 029 Police station Rabindra Sarobar, Post office Sarat Bose Road, duly represented by its authorized signatory **Mr. Saheedur Rahman**, son of Late Altafur Rahman, having PAN ACHPR4401M and currently residing at 158C, Karaya Road, Kolkata – 700 017, Police station Beniapur, Post office Circus Avenue (hereinafter referred to as "LoC 3", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **THIRD PART**;

AND

4. **HILLCART REALTORS PRIVATE LIMITED**, a company incorporated in accordance with the Companies Act, 1956, having CIN U70200WB2010PTC151650, PAN card AACCH4635H and its registered office at 27A, Raipur, Mondal Para, Kolkata – 700 047, Police station Jadavpur, Post office Gangully Bagan, duly represented by its authorized signatory **Mr. Sanjay Chakraborty**, son of Sukumar Chakraborty, having PAN APFPC8047R and currently residing at 195/1, Nimai Tirtha Road, Hooghly – 712 222, Police station Serampore, Post office Baidyabati (hereinafter referred to as "LoC 4", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **FOURTH PART**;

AND

5. **UTTORA CHRYSANTHEMUM RESIDENCY LLP**, a limited liability partnership incorporated in accordance with the Limited Liability Partnership Act, 2008, having LLP Identification Number: AAI-6570, PAN AAFFU0282R and its registered office at Kishore Bhawan, 17 R N Mukherjee Road, Kolkata 700 001, duly represented by its authorized signatory **Mr. Sudip Prafulla Chakraborty**, son of Late Prafulla Chakraborty, having PAN AEBPC0152Q and currently residing at Ananda Bhawan, 19, Pranabananda Road, Garia, Kolkata – 700 084, Police station Patuli, Post office Garia (hereinafter referred to as the "Developer I", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its present partners, partners-in-succession, and such other partner or partners who may be admitted into the said partnership and permitted assigns) of the **FIFTH PART**;

AND



6. **LUXMI PORTFOLIO LIMITED**, a company incorporated in accordance with the Companies Act, 1956, having CIN No. U01405WB2008PLC126077, PAN AABCL4737H and its registered office at Kishore Bhawan, 17 R N Mukherjee Road, Kolkata 700 001, duly represented by its authorized signatory **Mr. Sudip Prafulla Chakraborty**, son of Late Prafulla Chakraborty, having PAN AEBPC0152Q and currently residing at Ananda Bhawan, 19, Pranabananda Road, Garia, Kolkata – 700 084 Police station Patuli, Post office Garia (hereinafter referred to as “**Developer II**”, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **SIXTH PART**.

Loc 1, LoC 2, LoC 3 and LoC 4 are collectively referred to as “**Owners**”. The Owners, Developer I and Developer II are individually referred to as a “**Party**” and collectively as “**Parties**”.

WHEREAS

- A. The Owners severally own certain parcels of land in Mouza Rupsing, P.S. Bagdogra, District Darjeeling.
- B. To commercially exploit the land parcels in their respective possession, the Owners have incorporated Developer I as a limited liability partnership, with Developer II being the other partner.
- C. The Owners are desirous of jointly developing an aggregate of land parcels approximately admeasuring 135.71 (one hundred and thirty five point seven one) decimals and situated in Mouza Rupsing, P.S. Bagdogra, District Darjeeling and more particularly specified in **Schedule I** provided herein below (“**Said Property**”) through Developer I and the Parties and have agreed to execute this Agreement in order to set out their mutual rights and obligations for undertaking the development.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement, the Parties, with the intent to be legally bound hereby, covenant and agree as follows:

1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1. Definitions

In this Agreement (including the recitals and schedules), unless the context requires otherwise: (a) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed, unless the contrary is expressly stated or the contrary clearly appears from the context; and (b) the following words and expressions shall have the meanings so ascribed to them in this Clause 1.1:

“**Agreement**” shall mean this co-development agreement with the recitals, schedules and annexures attached hereto, as amended, supplemented or replaced or otherwise modified from time to time, and any other document which amends, supplements, replaces or otherwise modifies this agreement.

“**Applicable Law**” shall mean any statute, law, regulation, ordinance, rule, judgement, order, decree, bye-law, approval of any Governmental Authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination



by, or any interpretation having the force of law of any of the foregoing by any Governmental Authority having jurisdiction over the matter in question, in effect at the relevant time in India.

"Approvals" shall mean and include any approvals, authorizations, registrations, permissions, no objection certificates, clearance, permit, sanctions, licenses, etc., in any form whatsoever, irrespective of its nomenclature required under any Applicable Law or from any Government Authority for registration of the Project, sanction of building plan, construction, development, management, operation, implementation, completion of the Project, including any completion certificate and any occupation certificates.

"Common Areas and Facilities" shall mean such portions and areas and such facilities and amenities in the Said Property which is earmarked and provided for common use by the Purchasers.

"Completion" shall mean receipt of the last of the Occupation Certificates for the Saleable Area constructed on the Said Property.

"Contractors" shall mean the contractors, sub-contractors, suppliers and all other third party consultants/vendors/suppliers and including but not limited to the architect, engineering consultant, cost consultant, quantity surveyor, services engineer, civil and structural engineer, planning supervisor, mechanical and electrical engineer, environmental consultant (where necessary), ground investigation engineer, landscape architect and all other consultants (where necessary) identified and appointed by the Development for the construction and development of the Project and includes any replacement thereof.

"Development Cost" shall include all costs and expenses with respect to the Project up to the Completion of the Project, including but not limited to, the costs and expenses for the Approvals, construction and development of the Project, marketing and selling costs, maintenance costs and safety and security costs including Goods & Service Tax (GST) and other costs as applicable and future costs to be retained to meet future cost as per applicable laws like HIRA etc.

"Government Authority" shall mean any national, state, provincial, local or similar government, governmental, semi-governmental, regulatory or administrative authority, branch, agency, any statutory body or commission or any non-governmental regulatory or administrative authority, body or other organization in India to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of law or any court, tribunal, arbitral or judicial or quasi-judicial body, or any stock exchange of India.

"Gross Receipt" shall mean all proceeds of sale/transfer including application money, allotment money or denoted by any other nomenclature received and receivable from the Purchasers from time to time for sale/transfer of the flats/ apartments /Saleable Area in the Project but excluding the Pass Through Collections and refunds to the Purchasers.

"Occupancy Certificate" shall mean the certificate to be issued in Form 'H' under Rule 34(2) of West Bengal Municipal (Building) Rule, 2007, after the submission of *notice of completion* by Developer I.



"Pass Through Collections" are contributions collectable from the Purchasers i.e., stamp duty, registration charges, GST, electricity deposit, other government deposits and charges and maintenance deposit & charges, security deposit and all other taxes/charges/deposits, which are not considered as sale proceeds of the said Project or collected on account of maintenance related expenses.

"Project" shall mean construction of residential buildings with parking space and shall consist of all such assets and facilities that Developer I would design, develop, finance, construct, market, operate and maintain, to be constructed on Said Property. It is clarified that the Project as referred to in this Agreement shall include the built-up area, utilities, common facilities and other infrastructure facilities on the Said Property. All the above shall be deemed to constitute the Project as a whole and any reference to the term "Project" shall comprise all or any of the activities listed above.

"Purchaser" shall mean any Person who intends to acquire/acquires any Saleable Area in the Project and the word "Purchasers" shall be construed accordingly.

"Saleable Area" means any constructed/built-up area in the Project which are to be sold to the Purchasers and includes all the units, flats, apartments in the building/s constructed / to be constructed on the Said Property, intended for residential use, along with the open car parks, Common Areas and Facilities in the Project to be constructed and developed on the Said Property;

"Unit" shall mean a constructed space in the Project capable of being separately owned, used and/or enjoyed, whether for residential or commercial purposes, by any Unit owners and which is not a part of the Common Areas and Facilities.

1.2. Interpretation

In this Agreement, unless the context requires otherwise:

- 1.2.1. unless the context otherwise requires, words importing the singular shall include the plural and vice versa;
- 1.2.2. clause headings are for reference only and shall not affect the construction or interpretation of this Agreement;
- 1.2.3. references to recitals, clauses and schedules are references to Recitals, Clauses and Schedules of and to this Agreement;
- 1.2.4. reference to any Applicable Law includes a reference to such Applicable Law as amended or re-enacted from time to time, and any rule or regulation promulgated thereunder;
- 1.2.5. the terms "herein", "hereof", "hereto", "hereunder" and words of similar purport refer to this Agreement as a whole;
- 1.2.6. reference to any agreement, contract, document or arrangement or to any provision thereof shall include references to any such agreement, contract, document or arrangement as it may, after the date hereof, from time to time, be amended,



supplemented or novated;

- 1.2.7. any reference to the masculine, the feminine and the neuter shall include each other;
- 1.2.8. the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (not merely the sub-Clause, paragraph or other provision) in which the expression occurs;
- 1.2.9. reference to the word "include" or "including" shall be construed without limitation;
- 1.2.10. the word "Person" shall mean any individual, partnership, firm, corporation, joint venture, association, trust, unincorporated organization or other similar organization or any other entity and wherever relevant shall include their respective successors and assigns and in case of an individual shall include his legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being;
- 1.2.11. where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words; and
- 1.2.12. in the event of any inconsistency between the Clauses of this Agreement and the Schedules hereto, the Clauses of this Agreement shall prevail.

2. PURPOSE AND SCOPE OF CO-OPERATION

- 2.1. The Parties have agreed to co-operate with each other in the undertaking and implementation of the Project as per the terms of this Agreement.
- 2.2. The Parties agree and undertake to perform those parts of the work-programme of the Project and to contribute such resources as are allocated to each of them hereunder and/or as may be mutually agreed upon between the Parties from time to time, provided that, they would not jointly and severally be responsible for each other's scope of work which would be separate, definitive and divisible.
- 2.3. Without prejudice to the generality of the aforesaid provision, Developer I shall, undertake and be responsible for the following:
 - 2.3.1 carrying on construction of the Project or any part thereof on the Said Property or any part thereof as per the Applicable Laws, building laws and/or rules, regulations and bye-laws framed thereunder or such other law as may be applicable at the time of construction of the Project on the Said Property and/or any part thereof and further strictly in accordance with the sanctioned plan and other Approvals. In this respect Developer I shall defend the Owners at its own cost and expenses against any claims, demands and/or actions that may be made or arise against the Owners and shall also keep the Owners absolutely indemnified and harmless against all losses, damages, costs and expenses whatsoever as may be suffered and/or sustained by the Owners due to construction of the said Project and/or the said development work being in deviation from the sanctioned plan and/or violation of the rules, regulations and bye-laws under



the Applicable Laws;

- 2.3.2 being responsible for the overall development of the Project, including making ready all application(s)/forms and attaching all documents required for such sanctions/amendment etc. and obtaining all the necessary permissions, Approvals and/or clearances of any nature in relation to development of the Project or any part or portion thereof in its own name. All filings of all applications and forms required to be submitted to Governmental Authorities in order to obtain the permissions for development of the Project, all Approvals, mandatory licenses, sanctions from the concerned Governmental Authorities, etc., shall be made by Developer I, acting on behalf of the Owners;
- 2.3.3 carrying out sales of the Saleable Area in the Project;
- 2.3.4 taking all such steps as may be required for the timely execution, promotion, development and implementation of the Project;
- 2.3.5 ensuring due compliance with all Applicable Laws/ statutory requirements, whether local or state or central, in respect of the construction and development of the Said Property and/or Project and the Developer I shall ensure that the said Applicable Laws/ statutory requirements are duly complied with, in a manner that maximizes value for all the parties;
- 2.3.6 making and ensuring proper provision for safety and security of the Property, men and materials on the Property in accordance with the provisions of the Applicable Laws and taking adequate measures and steps in this regard;
- 2.3.7 complying with all the Applicable Laws in relation to the Project including but not limited to labour laws, safety laws, taxation laws, and other laws relating to development of such kind of projects;
- 2.3.8 applying for and obtaining temporary and permanent connections of water, electricity, power, drainage, sewerage and/or gas to the Project and other inputs and facilities required for the construction or enjoyment of the Project;
- 2.3.9 appointing a maintenance agency, fixing maintenance charge and collecting such maintenance charges directly or through the appointed maintenance agency and also collecting revenues from the purchasers of the Units in the Project towards the usage of Common Areas and Facilities, till the time the such Common Areas and Facilities are handed over to the resident welfare association formed in respect of the Project;
- 2.3.10 being solely liable and responsible towards all and any claims of the customers / purchasers arising out of any breach, act or omission on the part of Developer I relating to any provision of law, rules, regulations, building bye-laws, Approvals and conditions imposed therein and/or quality of construction etc. except for claims arising out of causes solely attributable to the Owners;
- 2.3.11 observing and being responsible and liable for all customers/ allottees of any developed



Units in the Project and all complaints, claims, litigation made/initiated by them, except for claims arising out of causes solely attributable to the Owners;

- 2.3.12 observing all Applicable Laws, regulations and notifications dealing with all the workers engaged for development of the Project, including payment of their dues, wages, gratuity, cess, taxes, benefits, claims, working conditions, safety, accidents, complaints, litigation in respect thereof;
- 2.3.13 being responsible and liable for all contractors, consultants, technicians, persons (including its own employees), brokers, engaged for purposes of carrying out the development of the Project, including payment of their bills, dues, salaries, fees, taxes, benefits, claims, safety, accidents, complaints, litigation in respect thereof; and
- 2.3.14 undertaking all other activities pertaining to the Project which do not fall within the scope of Developer II or other Owners hereunder.

2.4. Mutual Co-operation

The Parties shall:

- 2.4.1 use the time and care necessary for implementation of the Project as required, in order to achieve an optimum result. The Parties shall conduct work-related discussions and agree on the progress of the work at reasonable intervals, involving the employees entrusted with the Project-related work;
- 2.4.2 co-operate in good faith and use commercially reasonable efforts to execute the Project in a time-bound and cost-efficient manner;
- 2.4.3 co-operate with each other in the preparation of any reports, statements or disclosures, which are required by Applicable Laws; and
- 2.4.4 provide to the other Party any information or materials which are reasonably necessary for such other Party to perform its obligations, or exercise its rights, as expressly set forth in this Agreement.

2.5. Independent Contractors

- 2.5.1. The relationship of the Parties established by this Agreement is one of independent contractors, and nothing in this Agreement shall be construed as giving any one of the Parties the power to direct or control the daily activities of the other Party or to constitute any of the Parties as principal and agent, employer and employee, or partners of the other Party. Neither one of the Parties shall have any right, power or authority to act on behalf of, or bind, the other Party, and neither one of the Parties shall represent to any third party that it has such right, power or authority, except as contemplated herein. It is further acknowledged, that the nature of cooperation between the Parties is with the intention to serve one's business objectives and they would not jointly and severally be responsible for each other's scope of work which would be separate, definitive and divisible.



2.5.2. Accordingly, for any breach of the obligations of any of the Parties hereunder, such Party alone shall be responsible for all losses, damages, actions and claims arising out of such non-compliances and breach and shall indemnify the other Party from any losses or damages that they may have actually incurred or suffered due to such breach.

3. LICENSE TO DEVELOPER I

3.1 Owners shall, simultaneously with the execution of this Agreement, be deemed to have granted the unrestricted and uninterrupted right to enter into the Said Property to Developer I as an authorised licensee only for the limited purposes of undertaking the development in accordance with the terms stipulated herein.

4. DEVELOPER I AS PROMOTER

4.1 Developer I agrees and acknowledges that it would identify itself as a 'Promoter' under the West Bengal Housing Industry Regulation Act, 2017 ("HIRA") and shall discharge all the statutory obligations that are required to be discharged as a Promoter under HIRA.

5. CONTRACTORS, SUPPLIERS AND CONSULTANTS

5.1 Developer I shall appoint and replace the Contractors relating to the execution of the Project and all related and incidental activities thereto. If it is reasonably recommended by the Owners that any appointed Contractor is to be changed, then Developer I will appoint replacements to such Contractor as recommended by the Owners.

5.2 As part its obligations, Developer I shall supervise the services to be provided by the Contractors and goods to be supplied by the suppliers. In the event any default/breach is committed by any of the Contractors, Developer I shall notify the Owners and the defaulting Contractor of such default or breach. However, in the event the said breach/default is not remedied within the notice period as mentioned in the respective contracts with such persons, Developer I shall, in consultation with and as recommended by the Owners, terminate the relevant contract with such Contractor and appoint new Contractor. The Owners acknowledge, agree and understand that Developer I shall not be liable in any manner whatsoever for any claims arising out of any default or failure on the part of any Contractor/ third party consultant in performance of its obligations and/or any delays in execution and completion of the Project, so far as the same is not attributable to Developer I.

5.3 Developer I shall verify and certify invoices of each of the Contractors and Suppliers.

6. DESIGNS AND DRAWINGS

6.1 Developer I may make recommendations and co-ordinate with the Architect for getting prepared the detailed architectural designs and drawings for the Project ("Designs and Drawings"), master planning of the Project.

6.2 In the event Developer I requires any change to be made to the Designs and Drawings for betterment of the Project, Developer I shall cause the Architect to carry out such changes and



submit the revised Designs and Drawings for the approval of Developer I. The Designs and Drawings so approved by Developer I shall be the basis of development of the Project.

- 6.3 After commencement of the Project, Developer I shall formulate all necessary plans including bill of quantities/bill of materials etc. for different stages of construction of the Project.

7. SALE AND TRANSFER OF SALEABLE AREA

- 7.1 Developer I shall be entitled to take all appropriate action for the sale and transfer of the Saleable Area forming part of the Project at the price mutually agreed with the Owners and Developer II ("Floor Price") for each phase of the Project and for the aforesaid purposes shall be entitled to appoint brokers and other agents on such terms and conditions as Developer I may deem fit and proper. The Floor Price shall be so fixed, with the aim of generating the maximum achievable Gross Receipt available for distribution depending upon the prevailing market conditions.

- 7.2 In case at any time after the sanction of the plans for the Project, any additional area beyond those sanctioned thereunder can be constructed lawfully at the Said Property or any part thereof, due to changes in any law, rules, regulations or bye-laws or otherwise, the Gross Receipt realized from transfer of such additional construction and all appertaining right, title and interest therein and in the Said Property shall accrue to and belong to the Parties in the applicable ratio and such additional construction shall be developed on the same principles herein contained.

- 7.3 In order to ensure operational convenience and overall success of the Project, the Parties agree that Developer I shall be entitled to:

7.3.1 do the marketing of the Saleable Areas i.e. (i) finalise the name and decide on branding of the Project, (ii) advertise, publicize, put hoardings, print pamphlets/brochures etc. for the Project, and (iii) appoint brokers and other agents on such terms and conditions as Developer I may deem fit and proper;

7.3.2 adopt and spearhead a centralized sales policy to effect the transfers of the Saleable Areas in the Project; and

7.3.3 otherwise do all acts, deeds and things required for marketing of the Saleable Areas in the Project.

- 7.4 Developer I is hereby empowered and authorised by the Owners to enter into agreements with the intended purchasers and to collect and receive all the amounts which may become payable in pursuance thereof. It is made clear that Developer I shall be entitled to enter into sale agreement or agreements, receive advance and thereafter execute the sale deed or sale deeds, only with the prior written consent of the Owner and after the Owner has approved the terms and conditions of the agreements/deeds of conveyance.

- 7.5 The collective revenue share of Developer I and Developer II as provided in Schedule II hereto shall be shared between them in such manner and in such proportion as may be mutually agreed.

8. MAINTENANCE OF THE PROJECT

- 8.1 Developer I shall facilitate formation of the Association and upon formation of the Association, Developer I shall endeavour to facilitate the process of submission of the Project to the West Bengal Apartment Ownership Act, 1972. After getting completion certificate of the Project,



Developer I, shall handover the maintenance of the Common Areas and Facilities to the Association. During the interim period, (i.e. from the date of completion certificate of the Project till handover to the Association), Developer I shall maintain the Common Areas and Facilities and shall receive from the amounts collected as advance maintenance charges from the Purchasers, by way of Project maintenance fees, 100% (one hundred percent) of the expenses as actually incurred for Project maintenance.

8.2 Maintenance charges will be paid by the Purchaser(s) in the manner provided by the general terms and conditions or deed of conveyance. Maintenance charges will be paid in an account which shall be operated by Developer I.

9. **COLLECTION AND DISTRIBUTION OF SALE PROCEEDS:**

9.1 Project Accounts:

Subject to applicable law and rules under the HIRA, Developer I shall open a Project Collection Escrow Account, the 70% Account and the 30% Account (collectively "Project Accounts") in a Bank to be mutually agreed between the Parties. The cost of opening the above Project Accounts shall be part of the Development Cost. All Gross Receipts shall be deposited in Project Collection Escrow Account. All the application forms, buyer agreements and other documents to be executed with the Purchasers of the Units shall mention the details of the Project Collection Escrow Account wherein, such amount shall be deposited by the Purchasers. All the cheques, demand drafts or any other payment instrument as may be received from the Purchasers shall be deposited in the Project Collection Escrow Account. The Bank acting as the escrow agent will have the standing instruction to transfer the amounts in the 70% Account and 30% Account as set forth in the clause 9.2 below.

9.2 Operation of the 70% Account and 30% Account:

9.2.1 During the term of this Agreement, on end of each day, 70% of the amounts (or such other amounts as are from time to time prescribed under Applicable Law) in the Project Collection Escrow Account shall be transferred to a separate bank account ("70% Account" or "Project Disbursal Account") and 30% of the amounts in the Project Collection Escrow Account shall be transferred to a separate bank account ("30% Account"). The 70% Account shall be notified as the designated account to the HIRA Authority at the time of registration of the Project under HIRA. Any withdrawal from the 70% Account shall be in accordance with HIRA and upon withdrawal shall be transferred to the 30% Account.

9.2.2 The amounts received in the 30% Account from time to time shall be utilized in the manner as under:

9.2.2.1 Firstly, towards statutory payments including payments to municipal authorities and tax authorities;

9.2.2.2 Secondly, towards securing Development Cost;

9.2.2.3 Thirdly, towards any project loan, if any;



9.2.2.4 Fourthly, provision for expenses including any repayment due in the succeeding 30 (thirty) days;

9.2.2.5 Fifthly, towards advance repayment of proportionate outstanding loans if any availed in relation to the Project;

9.2.2.6 Sixthly, towards creating reserves for securing working capital requirement which shall be equal to three (3) month's construction costs; and

9.2.2.7 The balance to be paid to Developer I, Owners and Developer II in their respective accounts designated by them and in the ratio as specified in Schedule II.

9.2.3 The above waterfall mechanism for utilization of collections is agreed by Owner and the Parties and shall be followed and further, agrees only to make appropriate amendment in the above waterfall if so required by any lending entity for availing finance for the Project. The scheme may change in case of any change in laws as may be applicable for the Project.

9.3 Developer I shall alone have the right to operate the Project Accounts.

9.4 Developer II's obligation to fund shortfall in the Project Accounts:

9.4.1 If at any time during the Project development, it is found by Developer I that moneys lying in the Project Accounts is not sufficient to fund the Development Cost, statutory payments and repayment installments of the loan obligations taken in relation to the Project, Developer II shall forthwith make up the resulting shortfall to ensure smooth and timely implementation of the Project either by infusing its own funds or by arranging credit from an appropriate Bank/Financial Institution.

9.4.2 For the purpose of clarification, till the Project is launched and/or there is no requisite balance in Project Accounts, Developer II shall infuse requisite funds and/or make arrangement of a credit line for funds being not less than 3 (three) months of the requirements of the Project.

9.4.3 It is hereby agreed that the role of Developer II under this Agreement is limited only to financing of the Project in accordance with the terms hereof.

10. AUTHORITY

10.1 In order to facilitate Developer I to license, lease, sell, gift, transfer, encumber or otherwise dispose of the Units in the Project, each of the Owners agrees and undertakes to appoint Developer I as their respective constituted attorney and authorized representative, for the aforesaid purposes and shall grant to Developer I the powers stated in Schedule III hereto in relation to such part or parcel of the Said Property forming part of their holding, and such Owner agrees to ratify and confirm all and whatsoever Developer I shall lawfully do or cause to be done in or about the Said Property.



11. REPRESENTATION AND WARRANTIES

11.1 Each of the Parties represents to the other Party that as on the date hereof:

11.1.1 such Party is duly organised and validly existing under the laws of India and has all requisite legal power and authority to execute this Agreement and to carry out the terms, conditions and provisions hereof;

11.1.2 all consents and all legislative, administrative and other governmental action including respective Party's board approvals, required to authorise the execution, delivery and performance by such Party and the transactions contemplated hereby, have been taken or obtained and are in full force and effect, except to the extent of such actions which by the terms hereof are to be taken at a future date;

11.1.3 assuming the due authorisation, execution and delivery hereof by the other Party, this constitutes legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as such enforceability may be limited by applicable insolvency, reorganisation, moratorium or similar laws affecting creditors' rights generally;

11.1.4 such Party's entry into this Agreement, and the exercise of its rights and performance of and compliance with its obligations under or in connection with this Agreement or any other document entered into under or in connection with this Agreement, will constitute, private and commercial acts done and performed for private and commercial purposes;

11.1.5 the execution, delivery and performance of this Agreement by such Party and the consummation of the transactions contemplated hereby will not (i) violate any provision of the organisational or governance documents of such Party; (ii) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound; or (iii) violate any order, judgment or decree against, or binding upon the Party or upon its respective securities, properties or businesses;

11.1.6 there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing or pending, or to its best of knowledge, threatened or anticipated, which may prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or transactions contemplated hereunder; and

11.1.7 it will comply with all Applicable Laws, regulatory requirements, standards, guidelines and codes of practice in connection with the performance of its obligations under this Agreement and will not do or permit anything to be done which might cause or otherwise result in a breach of this Agreement or cause any detriment to the transactions herein envisaged.



12. MISCELLANEOUS

12.1 Dispute Resolution

The Courts in Kolkata shall have the exclusive jurisdiction to decide any dispute arising out of this Agreement.

12.2 Notices

All notices and other communications pursuant to this Agreement shall be in writing and shall be deemed given if delivered personally, faxed (where applicable), sent by recognized courier or mailed by registered mail (return receipt requested), postage prepaid, to the Parties at the addresses set forth below or to such other address as the Party to whom notice is to be given may have furnished to the other Parties hereto in writing in accordance herewith. Any such notice or communication shall be deemed to have been delivered and received (A) in the case of personal delivery, recognized courier or mail, on the date of such delivery and (B) in the case of fax, on the date sent if confirmation of receipt is received and such notice is also promptly mailed by registered or certified mail (return receipt requested).

(i) In the case of notice to Owners, to:

Attention: Mr. Nirmal Roy
Address: Kishore Bhawan, 17, R. N. Mukherjee Road, Kolkata – 700 001
E mail: nirmal@luxmigroup.in

(ii) In the case of notice to Developer I, to:

Attention: Mr. Sudip Prafulla Chakraborty
Address: Kishore Bhawan, 17, R. N. Mukherjee Road, Kolkata – 700 001
E mail: sudip@luxmigroup.in

(iii) In the case of notice to Developer II, to:

Attention: Mr. Sudip Prafulla Chakraborty
Address: Kishore Bhawan, 17, R. N. Mukherjee Road, Kolkata – 700 001
E mail: sudip@luxmigroup.in

or at such other address as the Party to whom such notices, requests, demands or other communication is to be given shall have last notified the Party giving the same in the manner provided in this Clause, but no such change of address shall be deemed to have been given until it is actually received by the Party sought to be charged with the knowledge of its contents.

12.3 Severability

If any provision of this Agreement, is invalid or unenforceable or prohibited by Applicable Law, it shall be treated for all purposes as severed from this Agreement and ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions



hereof, which shall continue to be valid and binding. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the fullest extent possible in accordance with the Applicable Laws.

12.4 Entire Agreement

This Agreement and any documents referred to in it shall constitute the entire agreement between the Parties and supersedes any arrangements, understandings or previous agreements relating to the subject matter of this Agreement.

12.5 Time of Essence

Time shall be the essence as regards the provisions of this Agreement, both as regards the time and period mentioned herein and as regards any times or periods which may, by agreement between the Parties be substituted for them.

12.6 No implied waiver

No failure to exercise and no delay in exercising on the part of any of the Parties any right, power or privilege hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12.7 Amendment

This Agreement shall not be amended, altered or modified except by an instrument in writing signed by or on behalf of all the Parties.

12.8 Further Assurance

The Parties shall use their reasonable commercial efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under Applicable Laws and regulations to consummate or implement expeditiously the transactions contemplated by, and the agreements and understanding contained in this Agreement.

12.9 Legal and Prior Rights

All rights and remedies of the Parties hereto shall be in addition to all other legal rights and remedies belonging to such Parties and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid and it is hereby expressly agreed and declared by and between the Parties hereto, that the determination of this Agreement for any cause whatsoever shall be without prejudice to any and all rights and claims of any Party hereto, which shall or may have accrued prior thereto.

12.10 Successors and Assigns



This Agreement shall enure to and be binding on the Parties and their respective successors (including, without limitation, any successor by reason of amalgamation, scheme of arrangement, merger, de-merger or acquisition of any Party) and permitted assigns.

12.11 Counterparts

This Agreement may be executed in one or more counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart and each such counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument.

[REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]



IN WITNESS HEREOF, the Parties hereto, through their duly authorised officials, have executed this Agreement in duplicate, each of which shall be considered an original, effective as of the day and year first written hereinabove.

Executed and delivered on behalf of BAGDOGRA
REALTORS PRIVATE LIMITED at Kolkata:

BAGDOGRA REALTORS PVT. LTD.

Pulak Choudhury
Director

Executed and delivered on behalf of BALASON
REALTORS PRIVATE LIMITED at Kolkata:

BALASON REALTORS PVT. LTD.

Nisimal Ray
Director

Executed and delivered on behalf of GOSSAINPUR
REAL ESTATE PRIVATE LIMITED at Kolkata:

Gossainpur Real Estate Pvt. Ltd.

Schander Palu
Director

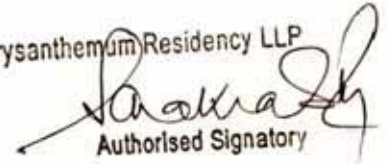
Executed and delivered on behalf of HILLCART
REALTORS PRIVATE LIMITED at Kolkata:

HILLCART REALTORS PVT. LTD.

Sanjay Chakrabarty
Director

Executed and delivered on behalf of UTTORA
CHRYSANTHEMUM RESIDENCY LLP at Kolkata:

Uttora Chrysanthemum Residency LLP

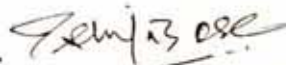

Authorised Signatory

Executed and delivered on behalf of LUXMI
PORTFOLIO LIMITED at Kolkata:

LUXMI PORTFOLIO LIMITED


Authorised Signatory

All in the presence of:

1. 
Advocate
6, Old Post Office Street,
Kolkata - 700001

2. Nidhi Guja
Angus Partners
27B, Camac Street
Kolkata - 700016

Drafted by:

Arka Majumdar

Arka Majumdar
Advocate
Enrolment No. F/358/2008
27B, Camac Street,
3rd Floor, Kolkata - 700016.

SCHEDULE I

SAID PROPERTY DESCRIPTION

LAND DETAILS OF GROUP HOUSING				
PLOT NO.	AREA IN SQ.MT.	AREA IN ACRE	LAND OWNER	Deed no.
166	567.68	0.1403	BAGDOGRA REALTORS PVT.LTD	9240,9242,9243
200	1512.93	0.3739	HILL CART REALTORS PVT.LTD.	6479,6475
202	674.1	0.1666	HILL CART REALTORS PVT.LTD.	6516,6515,6514
203	586.11	0.1448	BAGDOGRA REALTORS PVT.LTD	310
	514.89	0.1272	GOSSAINPUR REALESTATE PVT.LTD.	5913
	256.87	0.0635	BALASON REALTORS PVT.LTD.	6086
206	870.23	0.2150	HILL CART REALTORS PVT.LTD.	7186
	224.44	0.05546	GOSSAINPUR REALESTATE PVT.LTD.	5890
208/804	284.65	0.07034	HILL CART REALTORS PVT.LTD.	8189,8186
	5,491.90	1.3571		



SCHEDULE II

REVENUE SHARING

The Parties agree to share the Gross Receipt generated from the sale or transfer or right, title or interest over the Units in the following manner:

1. All the tax payable in connection with the earning of Gross Receipt shall be deducted upfront and be appropriated towards such tax liability.
2. Any amount recoverable by way of deposit shall be retained by Developer I to be eventually transferred to the facility management company that would maintain the infrastructure facility.
3. Developer I would be eligible to recover all development expenses, including any statutory liability if any from Gross receipt.
4. Cost of project land would be payable to all land owners at their cost of investment.
5. Principal and Interest amount would be payable to Luxmi Portfolio Limited as they are financing the Project.
6. Undistributed Gross Receipt, if any, or any change in pattern of revenue sharing due cost escalation or any circumstances shall be distributed/shared as mutually agreed.

Distribution as above shall follow the following pattern of priority:

- a) Payment of Taxes as applicable in full.
- b) Finance Costs
- c) Deposits/Future Costs Provisions to be transferred to appropriate account.
- d) Reimbursement of costs:
 - i) 75% towards borrowings/cost
 - ii) 25% to land owners as their share of land cost
- e) Balance Disbursement shall be as follows:

Sl. No.	Party	% (Percentage)
1.	Developer I & Developer II	28%
2.	LoC 1	18%
3.	LoC 2	18%
4.	LoC 3	18%
5.	LoC 4	18%



SCHEDULE III

POWERS

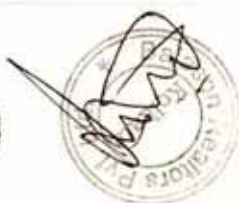
1. To appear for and represent the Owners before all local, State or Central Government statutory bodies to all intents and purposes in connection with construction of the Project at the Said Property and to sign all letters, undertakings, indemnities etc. and submit the same as may be required or necessary for carrying out construction of the Project at the Said Property.
2. To represent the Owners before the concerned local authority, West Bengal Fire Services Department, Urban Land (Ceiling & Regulation) Department, concerned police authority, income tax authority, and all other Governmental Authorities and/or government departments and to file necessary papers, documents, undertakings, indemnities in respect of any matter relating to construction of the Project at the Said Property.
3. To obtain permission or approval from the concerned sanctioning and/or planning authority and/or other Governmental Authority as may be required for the development and construction of the Project at the Said Property in accordance with the Agreement and for that purpose to sign such applications, papers, writings, undertakings, appeals, etc., as may be required.
4. To enter upon the Said Property with men and material as may be required for the purpose of development work and erect the buildings as per the building plans to be sanctioned by the concerned sanctioning authority and/or local authority.
5. To hold and defend possession of the Said Property and every part thereof and also to develop, manage, maintain, deal with and administer the Project being developed thereon and all buildings and constructions to be constructed thereon and every part thereof.
6. To sign all contracts and orders and other documents, letters, receipts, papers and writings whatsoever and to conclude all bargains and deals to accept all estimates, tenders, quotations etc. on such terms and conditions as Developer I shall deem fit and proper and to settle all disputes and differences in connection thereto for construction and completion of the Project at the Said Property.
7. To appoint and terminate the appointment of architects, engineers, surveyors and others for survey and soil testing at the Said Property.
8. To sign and execute all plans, sketches, maps, declarations, including boundary declaration, forms, petitions, letters or any other documents relating to or in connection with the applying for and obtaining sanction of plan in respect of the development of the Said Property.
9. To prepare, apply for and submit the plans with the concerned sanctioning and/or planning authority and other Governmental Authorities as may be required for sanction of the building plans and if required, to have the same modified and/or altered from time to time.
10. To obtain delivery of the sanction plan from the concerned sanctioning authority/local authority or any other authority or authorities.



11. To apply for and obtain clearance certificate, NoCs, permissions and consents, if required, from the West Bengal Pollution Control Board for sanction of building plan/s in respect of the development and construction of the Project at the Said Property.
12. To receive the excess amount of fees, if any, paid to any authority or authorities for the purpose of sanction, modification and/or alteration of the building plans in respect of the Project at the Said Property.
13. To have the Said Property surveyed and to have the soil tested for the proposed construction and development of the Project at the Said Property.
14. To pay all fees and expenses and obtain sanction and such other order or orders or permissions or consents or NOCs from the necessary authorities and to do all other necessary acts deeds and things as be expedient for sanction, modification and/or alteration of the plans in respect of the Project at the Said Property.
15. To apply for and obtain electricity, gas, water, sewerage, drainage, lift, and/or other connections of any other utility or facility in the Said Property from the concerned companies or sanctioning and/or planning authority and other appropriate authorities and/or to make alteration therein and to close down and/or have disconnected the same.
16. To install all electricity, gas, water and surface and foul water drainage systems on Said Property and to serve such notices and enter into such agreements with statutory authorities or other companies as may be necessary for installation of the aforesaid services.
17. To do all necessary acts, deeds and things for the purpose of complying with all Applicable Laws for the time being in force with regard to sanctioning, modifications and/or alteration of the plans in respect of the Project at the Said Property.
18. To appoint architects, engineers, contractors, sub-contractors, consultants, surveyors and other professionals as may be required and to supervise the development and construction work of the Project on the Said Property.
19. To apply for and obtain, in the name of the Owner, the service connections including water, sewerage and electricity for carrying out and completing the development of the Said Property.
20. To make deposits with the concerned sanctioning and/or planning authorities and other authorities for the purpose of carrying out the development work and construction of the Project on the Said Property and to claim refunds of such deposits and to give valid and effectual receipt and discharge on behalf of the Owner in connection therewith.
21. To construct upon and develop the Said Property and to undertake the financing and designing of the Project without any claim or interference from any Person in any manner whatsoever.
22. To excavate the Said Property and demolish all structures thereupon, undertake sale of debris and appropriate proceeds thereof.
23. To create Encumbrances over the Said Property and constructions thereon.



24. To take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the Said Property or any adjoining or neighbouring properties and which need to be diverted as a result of the Project.
25. To obtain and give rights of way, access, rights to lay drains, water mains, electric cables, telephone, fax lines, telegraph cables, etc., underground and overhead (as the case may be) and for that purpose to obtain, give, sign, execute and deliver all deeds, undertakings, writings, etc. as may be necessary or required from time to time.
26. To give all necessary notices under Applicable Law for the demolition and clearance of the Said Property and development thereof, as contemplated herein.
27. Not allow any Person to encroach nor permit any further encroachment by any Person into or upon the Said Property or any part or portion thereof and take all steps as may be required for removing trespassers, unauthorized occupants and/or tenants from the Said Property.
28. After completion of the construction of the Project or any phase thereof, to apply for and obtain occupation and completion certificate in respect thereof or parts thereof from the concerned sanctioning and/or planning authorities.
29. To enter into agreements for lease/rent/transfer of the Units, as well as all other Saleable Areas in the Project and/or the Said Property, together with or without the proportionate undivided impartible share in the land comprised in the Said Property attributable to such Saleable Areas, on such terms and conditions as Developer I in its absolute discretion may think fit and proper.
30. To ask for, receive and recover from all the transferees all consideration, charges, service charges and other taxes and sums of moneys in respect of all Saleable Areas in the Project and/or the Said Property, in any manner whatsoever and also on non-payment thereof to enter upon and restrain and/or and take legal steps for the recovery thereof as Developer I may think fit.
31. To open accounts with any bank and deposit all receipts like rents, deposits, part and full consideration amounts to be generated by renting or selling the Saleable Areas in the Project and/or the Said Property.
32. To execute from time to time all deeds of transfer for all Saleable Areas in the Project and/or the Said Property along with or without the proportionate undivided impartible share in the land comprised in the Said Property attributable to such Saleable Areas, to receive consideration, rents, deposits thereof and grant valid and effectual receipts to the payer and deposit all such receipts in the relevant bank account and present the above documents/instruments for registration and admit the execution of such documents/instruments before the appropriate authorities.
33. To cause the name of purchaser(s) of Units to be mutated in the records of the concerned municipal authorities, and for the aforesaid purpose to sign and execute all applications, papers, deeds, documents and instruments as Developer I in its absolute discretion may deem fit and proper.



34. To execute any deed of declaration, deed of confirmation and/or any deed of modification and to register the same with the Sub Registrar, Additional District Sub-Registrar, District Sub Registrar, District Registrar, Additional Registrar of Assurances - Kolkata, Registrar of Assurances, Kolkata as Developer I may at its sole discretion desire or deem fit and proper.
35. To accept any service of writ of summons or other legal process on behalf of and in the name of the Lessee and to appear in any court or authority as Developer I shall deem appropriate and to commence, prosecute and/or defend any action or legal proceedings relating to development of the Said Property in any court or before any authority as Developer I may think fit and proper and for such purpose to appoint any solicitor, advocate, lawyer in the name and on behalf of the Lessee and pay the costs, expenses, fee and other outgoings. Further to depose in the court of law or authority, sign vakalatnama, sign and verify the plaint, written statement, affidavits, petitions, applications, appeals etc., and any other document or documents in furtherance of the said objective. Provided always that this authority shall be available to and exercised by Developer I strictly only in cases where such litigation would touch or concern the Said Property and the development thereat.
36. To appoint and engage on behalf of the Owner, pleaders, attorneys, counsel and other legal agents as Developer I may think fit and proper and to discharge and reappoint them and pay and settle their fees and remuneration.
37. To receive or pay and/or deposit on behalf and account of the Owner, all moneys including court fees etc. and to receive on behalf of the Owner refund of the excess amount if any, paid and to give valid and effectual receipts in respect thereof.
38. To do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as the Owner could do in person through its partners.
39. To do all such acts, deeds and things as may be required to be done for the purpose of accomplishment of the terms, goals and objectives of the Agreement.

AND GENERALLY to do all acts deeds and things for better exercise of the authorities herein contained which the Owner could have lawfully done under its hands and seals, if personally present.



SPECIMEN FORM FOR TEN FINGERPRINTS



Pulak Choudhary

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



Himel Roy

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



Sanchu Palui

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

SPECIMEN FORM FOR TEN FINGERPRINTS



Sensory Chakrasom

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



Sanjay Chakrasom

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



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



Government of West Bengal
Directorate of Registration & Stamp Revenue
FORM-1564

Miscellaneous Receipt

Visit Commission Case No / Year	1903000219/2019	Date of Application	06/02/2019
Query No / Year	19030000156530/2019		
Transaction	[0139] Sale, Development Power of Attorney		
Applicant Name of QueryNo	Mr ISHITA BOSE		
Stampduty Payable	Rs.75,020/-		
Registration Fees Payable	Rs.101/-		
Applicant Name of the Visit Commission	Mr Indrajit Das		
Applicant Address	Chandannagar, Hooghly, 9830988709		
Place of Commission	Office Address- 17, R. N. Mukherjee Road, P. S - Hare Street, Kol - 1 		
Expected Date and Time of Commission	06/02/2019 5:34 PM		
Fee Details	J1: 250/-, J2: 100/-, PTA-J(2): 0/-, Total Fees Paid: 350/-		
Remarks			

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

GRN: 19-201819-034136793-1 Payment Mode Online Payment
GRN Date: 05/02/2019 12:17:23 Bank : Allahabad Bank
BRN : 050219005033121 BRN Date: 05/02/2019 12:23:39

DEPOSITOR'S DETAILS

Id No. : 19030000156530/11/2019

[Query No./Query Year]

Name : UTTORA CHRYSANTHEMUM RESIDENCY LLP
Contact No. : Mobile No. : +91 9836158234
E-mail : robin@luxmigroup.in
Address : 17 R N MUKHERJEE ROAD KOLKATA 700001
Applicant Name : Mr ISHITA BOSE
Office Name :
Office Address :
Status of Depositor : Seller/Executants
Purpose of payment / Remarks : Sale, Development Power of Attorney Payment No 11

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19030000156530/11/2019	Property Registration- Stamp duty	0030-02-103-003-02	74920
2	19030000156530/11/2019	Property Registration- Registration Fees	0030-03-104-001-16	101

In Words : Rupees Seventy Five Thousand Twenty One only

Total

75021



Government of West Bengal

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









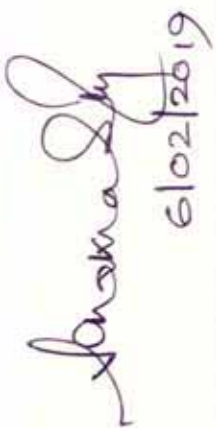
OFFICE OF THE A.R.A. - III KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19030000156530/2019

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr PULAK CHOUDHURY B/16,BRAHMAPUR NORTHERN PARK, KOLKATA, P.O:- BANSDRONI, P.S:- Bansdróni, District:- South 24-Parganas. West Bengal, India. PIN - 700070	Representative of Principal [BAGDOGRA REALTORS PRIVATE LIMITED]		526 	 Pulak Choudhury 06.02.2019.
2	Mr NIRMAL ROY 141/8 ASHOKNAGAR.. P.O:- ASHOKNAGAR, P.S:- Ashoknagar, District:- North 24-Parganas, West Bengal, India, PIN - 743222	Representative of Principal [BALASORN REALTORS PRIVATE LIMITED]		527 	 Nirmal Roy 06/02/2019

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Mr SAHEEDUR RAHMAN 158C, KARAYA ROAD, KOLKATA, P.O.- CIRCUS AVENUE, P.S.- Beniapukur, District:- South 24-Parganas, West Bengal, India, PIN - 700017	Representative of Principal [GOSSAI NPUR REAL ESTATE PRIVATE LIMITED]		528 	 06/02/2019
4	Mr SANJAY CHAKRABORTY 195/1, NIMAI TIRTHA ROAD, P.O.- BAIDYABATI, P.S.- Serampur, District:- Hooghly, West Bengal, India, PIN - 712222	Representative of Principal [HILLCAR T REALTOR S PRIVATE LIMITED]		529 	 06/02/19
5	Mr SUDIP PRAFULLA CHAKRABORTY 19, PRANABANANDA ROAD, P.O.- GARIA, P.S.- Patuli, District:- South 24-Parganas, West Bengal, India, PIN - 700084	Representative of Attorney [LUXMI PORTFOL IO LIMITED] [UTTORA CHRYSA NTHEMU M RESIDEN CY LLP]		530 	 6/02/2019

Sl No.	Name and Address of identifier	Identifier of	Signature with date
1	Ms ISHITA BOSE Daughter of Late SUSANTA KUMAR BOSE 6 OLD POST OFFICE STREET., P.O:- GPO. P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001	Mr PULAK CHOUDHURY, Mr NIRMAL ROY, Mr SAHEEDUR RAHMAN, Mr SANJAY CHAKRABORTY, Mr SUDIP PRAFULLA CHAKRABORTY	<i>Prabir Kumar Golder</i> 6/2/2019

Prabir Kumar Golder
(Prabir Kumar Golder)
Additional Registrar
OF ASSURANCE
Kolkata
OFFICE OF THE A.R. -
6 FEB 2019
Kolkata, West Bengal

DATED THIS 6th DAY OF February, 2019

- AMONGST-

1. BAGDOGRA REALTORS PRIVATE LIMITED,
... .. LoC 1
2. BALASON REALTORS PRIVATE LIMITED,
... .. LoC 2
3. GOSSAINPUR REAL ESTATE PRIVATE LIMITED,
... .. LoC 3
4. HILLCART REALTORS PRIVATE LIMITED,
... .. LoC 4
5. UTTORA CHRYSANTHEMUM RESIDENCY LLP
... .. Developer I
6. LUXMI PORTFOLIO LIMITED.
... .. Developer II

= CO-DEVELOPMENT AGREEMENT =

ARGUS PARTNERS,
ADVOCATES,
27B, Camac Street,
3rd Floor,
Kolkata – 700 016.

Major Information of the Deed

Deed No :	I-1903-00348/2019	Date of Registration	07/02/2019
Query No / Year	1903-0000156530/2019	Office where deed is registered	
Query Date	29/01/2019 2:48:39 PM	A.R.A. - III KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	ISHITA BOSE 6 OID POST OFFICE STREET., Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9830988709, Status : Advocate		
Transaction	Additional Transaction		
[0139] Sale, Development Power of Attorney	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
Rs. 9/-	Rs. 12,90,23,569/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,020/- (Article:48(g))	Rs. 101/- (Article:E, E, M(a), M(b), I)		
Remarks			

Land Details :

District: Darjeeling, P.S:- Bagdogra, Gram Panchayat: LOWER BAGDOGRA, Mouza: Rupsing Pin Code : 734014

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-166	RS-1138	Commercial use	Commercial use	0.1403 Acre	1/-	1,33,38,742/-	Property is on Road
L2	RS-200	RS-1115	Commercial use	Commercial use	0.3739 Acre	1/-	3,55,47,795/-	Property is on Road
L3	RS-202	RS-1115	Commercial use	Commercial use	0.1666 Acre	1/-	1,58,39,162/-	Property is on Road
L4	RS-203	RS-1138	Commercial use	Commercial use	0.1448 Acre	1/-	1,37,66,570/-	Property is on Road
L5	RS-203	RS-960	Commercial use	Commercial use	0.1272 Acre	1/-	1,20,93,286/-	Property is on Road
L6	RS-203	RS-1164	Commercial use	Commercial use	0.0635 Acre	1/-	60,37,135/-	Property is on Road
L7	RS-203	RS-1115	Commercial use	Commercial use	0.215 Acre	1/-	2,04,40,695/-	Property is on Road
L8	RS-206	RS-960	Commercial use	Commercial use	0.05546 Acre	1/-	52,72,749/-	Property is on Road
L9	RS-208/804	RS-1115	Commercial use	Commercial use	0.07034 Acre	1/-	66,87,435/-	Property is on Road
		TOTAL :			135.71Dec	9 /-	1290,23,569 /-	
		Grand Total :			135.71Dec	9 /-	1290,23,569 /-	

Major Information of the Deed :- I-1903-00348/2019-07/02/2019

Principal Details :

SI No	Name,Address,Photo,Finger print and Signature
1	BAGDOGRA REALTORS PRIVATE LIMITED 51,D,GARIAHAT ROAD., Flat No: 307, P.O:- BALLYGUNGE, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019 , PAN No.:: AAECB2021R, Status :Organization, Executed by: Representative, Executed by: Representative
2	BALASON REALTORS PRIVATE LIMITED 81,RAJA BASANTA ROY ROAD., P.O:- SARAT BOSE ROAD, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700029 , PAN No.:: AAECB2020Q, Status :Organization, Executed by: Representative, Executed by: Representative
3	GOSSAINPUR REAL ESTATE PRIVATE LIMITED 81, RAJA BASANTA ROY ROAD., P.O:- SARAT BOSE ROAD, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029 , PAN No.:: AACCG9288M, Status :Organization, Executed by: Representative, Executed by: Representative
4	HILLCART REALTORS PRIVATE LIMITED 27A,RAIPUR,MONDAL PARA., P.O:- GANGULLY BAGAN, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700047 , PAN No.:: AACCH4635H, Status :Organization, Executed by: Representative, Executed by: Representative

Attorney Details :

SI No	Name,Address,Photo,Finger print and Signature
1	LUXMI PORTFOLIO LIMITED 17,R N MUKHERJEE ROAD., P.O:- G P O, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 , PAN No.:: AABCL4737H, Status :Organization, Executed by: Representative
2	UTTORA CHRYSANTHEMUM RESIDENCY LLP 17,R N MUKHERJEE ROAD., P.O:- G P O, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 , PAN No.:: AAFFU0282R, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Mr PULAK CHOUDHURY (Presentant) Son of Late KANAI LAL CHOUDHURY B/16,BRAHMAPUR NORTHERN PARK, KOLKATA, P.O:- BANSDRONI, P.S:- Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN - 700070, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFWPC7476H Status : Representative, Representative of : BAGDOGRA REALTORS PRIVATE LIMITED (as AUTHORIZED REPRESENTATIVE)
2	Mr NIRMAL ROY Son of Mr NARESH CHANDRA ROY 141/8 ASHOKNAGAR., P.O:- ASHOKNAGAR, P.S:- Ashoknagar, District:-North 24-Parganas, West Bengal, India, PIN - 743222, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AIWPR4048K Status : Representative, Representative of : BALASON REALTORS PRIVATE LIMITED (as AUTHORIZED REPRESENTATIVE)
3	Mr SAHEEDUR RAHMAN Son of Late ALTAFUR RAHMAN 158C,KARAYA ROAD, KOLKATA., P.O:- CIRCUS AVENUE, P.S:- Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN - 700017, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: ACHPR4401M Status : Representative, Representative of : GOSSAINPUR REAL ESTATE PRIVATE LIMITED (as AUTHORIZED REPRESENTATIVE)

Major Information of the Deed :- I-1903-00348/2019-07/02/2019

4 **Mr SANJAY CHAKRABORTY**

Son of Mr SUKUMAR CHAKRABORTY 195/1,NIMAI TIRTHA ROAD., P.O:- BAIDYABATI, P.S:- Serampur, District:-Hooghly, West Bengal, India, PIN - 712222, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: APFPC8047R Status : Representative, Representative of : HILLCART REALTORS PRIVATE LIMITED (as AUTHORIZED REPRESENTATIVE)

5 **Mr SUDIP PRAFULLA CHAKRABORTY**

Son of Late PRAFULLA CHAKRABORTY 19,PRANABANANDA ROAD., P.O:- GARIA, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AEBPC0152Q Status : Representative, Representative of : LUXMI PORTFOLIO LIMITED (as AUTHORIZED REPRESENTATIVE), UTTORA CHRYSANTHEMUM RESIDENCY LLP

Identifier Details :

Name & address	
Ms ISHITA BOSE Daughter of Late SUSANTA KUMAR BOSE 6 OLD POST OFFICE STREET., P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Female, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Mr PULAK CHAUDHURY, Mr NIRMAL ROY, Mr SAHEEDUR RAHMAN, Mr SANJAY CHAKRABORTY, Mr SUDIP PRAFULLA CHAKRABORTY	

Endorsement For Deed Number : I - 190300348 / 2019

On 04-02-2019

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 12,90,23,569/-



Probir Kumar Golder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

Major Information of the Deed :- I-1903-00348/2019-07/02/2019

On 06-02-2019

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

Presented for registration at 19:20 hrs on 06-02-2019, at the Private residence by Mr PULAK CHOUDHURY ,

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

Execution is admitted on 06-02-2019 by Mr SANJAY CHAKRABORTY, AUTHORIZED REPRESENTATIVE, HILLCART REALTORS PRIVATE LIMITED (Private Limited Company), 27A,RAIPUR,MONDAL PARA., P.O:- GANGULLY BAGAN, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700047

Indetified by Ms ISHITA BOSE, , , Daughter of Late SUSANTA KUMAR BOSE, 6 OLD POST OFFICE STREET., P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 06-02-2019 by Mr SUDIP PRAFULLA CHAKRABORTY, AUTHORIZED REPRESENTATIVE, LUXMI PORTFOLIO LIMITED (Private Limited Company), 17,R N MUKHERJEE ROAD., P.O:- G P O, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001

Indetified by Ms ISHITA BOSE, , , Daughter of Late SUSANTA KUMAR BOSE, 6 OLD POST OFFICE STREET., P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 06-02-2019 by Mr PULAK CHOUDHURY, AUTHORIZED REPRESENTATIVE, BAGDOGRA REALTORS PRIVATE LIMITED (Private Limited Company), 51,D,GARIAHAT ROAD., Flat No: 307, P.O:- BALLYGUNGE, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019

Indetified by Ms ISHITA BOSE, , , Daughter of Late SUSANTA KUMAR BOSE, 6 OLD POST OFFICE STREET., P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 06-02-2019 by Mr NIRMAL ROY, AUTHORIZED REPRESENTATIVE, BALASON REALTORS PRIVATE LIMITED (Private Limited Company), 81,RAJA BASANTA ROY ROAD., P.O:- SARAT BOSE ROAD, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700029

Indetified by Ms ISHITA BOSE, , , Daughter of Late SUSANTA KUMAR BOSE, 6 OLD POST OFFICE STREET., P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 06-02-2019 by Mr SAHEEDUR RAHMAN, AUTHORIZED REPRESENTATIVE, GOSSAINPUR REAL ESTATE PRIVATE LIMITED (Private Limited Company), 81, RAJA BASANTA ROY ROAD., P.O:- SARAT BOSE ROAD, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029

Indetified by Ms ISHITA BOSE, , , Daughter of Late SUSANTA KUMAR BOSE, 6 OLD POST OFFICE STREET., P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Probir Kumar Golder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

On 07-02-2019

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.

Payment of Fees

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/02/2019 12:23PM with Govt. Ref. No: 192018190341367931 on 05-02-2019, Amount Rs: 101/-, Bank: Allahabad Bank (ALLA0210031), Ref. No. 050219005033121 on 05-02-2019, Head of Account 0030-03-104-001-16

Major Information of the Deed :- I-1903-00348/2019-07/02/2019

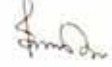
Payment of Stamp Duty

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

Description of Stamp

1. Stamp: Type: Impressed, Serial no 103863, Amount: Rs.100/-, Date of Purchase: 01/02/2019, Vendor name: Anjushree Banerjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/02/2019 12:23PM with Govt. Ref. No: 192018190341367931 on 05-02-2019, Amount Rs: 74,920/-, Bank: Allahabad Bank (ALLA0210031), Ref. No. 050219005033121 on 05-02-2019, Head of Account 0030-02-103-003-02



Probir Kumar Golder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2019, Page from 14679 to 14738

being No 190300348 for the year 2019.



Digitally signed by PROBIRKUMAR
GOLDER
Date: 2019.02.09 12:55:48 +05:30
Reason: Digital Signing of Deed.

(Probir Kumar Golder) 2/9/2019 12:54:41 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
West Bengal.

(This document is digitally signed.)
