

3640/2020

Shantanu Seal

T-3397/2020



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AD 462163

2000737890/2020

16/7/2020

M.V.-5,83,19,040/-

1232 on 16/07/20



Visit Case No.

J (1)-

J (2)-

Total

Received on

Additional Registrar of
Assurances-IV, Kolkata

JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT made this 16th day of July, Two Thousand and Twenty;

BY AND BETWEEN:

AQUALINA PROPERTIES LLP (LLPIN No. AAM-2398) (PAN ABLFA2781Q) (formerly known as AQUALINA PROPERTIES PVT. LTD.), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017,

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

Additional Registrar of
Assurances-IV, Kolkata

20 JUL 2020

103023

19 MAR 2020

ISSUED.....
DATE.....
SOLD TO..... FOX & MANDAL
ADDRESS..... 12, Old Post Office St.,
Calcutta-700-001-
RS..... 100/-

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

ANJUSHREE BANERJEE
L. S. VENDOR (O.S.)
HIGH COURT, KOLKATA-700 004

19 MAR 2020

Aravind Anand



ADDITIONAL REGISTRAR
OF ASSURANCES IV KOLKATA

16 JUL 2020



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

GRN: 19-202021-003805194-1

GRN Date: 15/07/2020 17:05:07

BRN: 705507987

Payment Mode Online Payment

Bank: AXIS Bank

BRN Date: 15/07/2020 17:06:04

DEPOSITOR'S DETAILS

Id No.: 2000737890/3/2020

[Query No./Query Year]

Name: FOX AND MANDAL LLP

Contact No.: 9073935946

Mobile No.: +91 9073935946

E-mail: calcutta.accounts@foxandmandal.co.in

Address: 12 OLD POST OFFICE ST

Applicant Name: Mr Saptarshi Roy

Office Name:

Office Address:

Status of Depositor: Solicitor firm

Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	2000737890/3/2020	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2000737890/3/2020	Property Registration- Registration Fees	0030-03-104-001-16	75021

In Words: Rupees One Lakh Fifty Thousand Forty Two only

Total

150042






Government of West Bengal

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

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

Signature / LTI Sheet of Query No/Year 19042000737890/2020




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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Rajat Pasari 11E, Rajnigandha, 25B, Ballygunge Park, P.O:- Ballygunge, P.S:- Karaya, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Representative of Developer [ARIZUMA PROJECT S LLP]			 02/7/20
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA


06 JUL 2020

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr Ghanshyam Purohit 35, Sir Haniram Goenka Street, Burrabazar, P.O:- Burrabazar, P.S:- Posta, District:-Kolkata, West Bengal, India, PIN - 700007	Represent ative of Land Lord [AQUALIN A PROPER TIES LLP] [DHANSA NCHAY PROPER TIES LLP] [EBONY BUILDCO N LLP] [EBONY COMPLE X LLP] [DHIMAN REALTOR S PRIVATE LIMITED] [EXCEPT IONAL PROPER TIES LLP] [FABULO US NIRMAN PRIVATE LIMITED] [GAJGAM INI REALCO N LLP] [IMAGINE INFRA PROJECT S LLP] [LOVEDE AL NIRMAN		1709 	 16.07.2020



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA


11.6 JUL 2023

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
		LLP] ,[MANGAL BARSHA PROPER TIES LLP] ,[MARVEL OUS BUILDCO N LLP] ,[PROSPE ROUS INFRAST RUCTUR E LLP] ,[QUICKG ROW PROPER TIES LLP] ,[RAJAT FOUNDA TION PRIVATE LIMITED] ,[REMAR KABLE ABASAN PRIVATE LIMITED] ,[RICHTO UCH REALEST ATE PRIVATE LIMITED] ,[ROSINE NIRMAN LLP] ,[ROXY REALTOR S PRIVATE LIMITED] ,[SIDDHIB			 16.07.2020



ADDITIONAL REGISTRAR
OF ASSURANCES - IV, KOLKATA

15 JUL 2020

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
		HUMI HOUSING PRIVATE LIMITED] ,[SETTLE MENT REALTOR S PRIVATE LIMITED] ,[SKYSPA CE INFRASTR UCTUR E PRIVATE LIMITED] ,[TOUCH WIN PROPER TIES LLP] ,[QUICKG ROW HOUSING PRIVATE LIMITED] ,[RAJAT BLISSCIT Y INFRASTR UCTUR E PRIVATE LIMITED] ,[ULTRAS HINE REALEST ATE PRIVATE LIMITED] ,[RAJAT PROJECT S PRIVATE			 16.07.2020



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
16 JUL 2020



SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
		LIMITED]			
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date





ADDITIONAL REGISTRAR
OF ASSURANCES IV, KOLKATA

11.6 JUL 2020

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Mr Yogesh Modi Radha Kunj Apartment, CC-28, Nazrul Park, Rajarhat Gopalpur, Flat No: 2A, P.O:- Aswini Nagar, P.S:- Baguiati, District:- North 24-Parganas, West Bengal, India, PIN - 700159	Representative of Land Lord [EBONY DEVELOPERS PRIVATE LIMITED] [EBONY TOWER PRIVATE LIMITED] [FENNEL INFRACON PRIVATE LIMITED] [INTERFACE DEVELOPERS PRIVATE LIMITED] [ROSETTE PROPERTIES PRIVATE LIMITED] [SAPNAS URAHA NIRMAN PRIVATE LIMITED] [SUBHKAMANANA DEVELOPERS PRIVATE LIMITED] [SUKALYAN PROPERTIES PRIVATE		4002 	Yogesh Modi 16/07/2020



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA

16 JUL 2020

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
		LIMITED] ,[SHIVRA SHI ABASAN PRIVATE LIMITED] ,[SUBHLIF E REAL ESTATE PRIVATE LIMITED] ,[SWARN ACHURA PROPER TIES PRIVATE LIMITED] ,[ULTRAF OCUS PROPER TIES PRIVATE LIMITED] ,[AADRIK A COMMER CIAL PRIVATE LIMITED] ,[AADRIK A DISTRIBU TORS PRIVATE LIMITED] ,[DAYAS WARUP COMMOD EAL PRIVATE LIMITED] ,[DURVIS H SHOPPE RS			40925 16/07/2020



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

11.6 JUL 2020




SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
		PRIVATE LIMITED]			
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date

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ADDITIONAL REGISTRAR
OF ASSURANCES IV, KOLKATA

06 JUL 2020

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mr Siddhartha Bhalotia 6A, Elgin Road, 2nd Floor, Bhowanipore, P.O:- Lala Lajpat Rai Sarani, P.S:- Bhowanipore, District:- South 24-Parganas, West Bengal, India, PIN - 700020	Represent ative of Land Lord [ALOKBA RSHA PROPER TIES PRIVATE LIMITED] ,[ASTONI SHING DEVELOP ERS PRIVATE LIMITED] ,[ATTRAC TIVE HOUSING PRIVATE LIMITED] ,[EBONY ENCLAVE PRIVATE LIMITED] ,[ELIGIBL E DEVCON PRIVATE LIMITED] ,[ENJOYM ENT PROJECT S PRIVATE LIMITED] ,[FANCY INFRACO N PRIVATE LIMITED] ,[GREEN HIGH REALCO N PRIVATE		4003 	 18/07/2020.





ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

06 JUL 2020

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
		LIMITED] .[GREENI MAGE REALTY PRIVATE LIMITED] .[JAGRAN PROPER TIES PRIVATE LIMITED] .[MAGNE TICTOUC H PROPER TIES PRIVATE LIMITED] .[PLEASU RE TOWER PRIVATE LIMITED] .[RUDRA MALA REALTY PRIVATE LIMITED] .[WONDE R REALEST ATE PRIVATE LIMITED] .[PETUNI A COMMOT RADE PRIVATE LIMITED]			<i>Siddhanta Ghose</i> <i>18/07/2020.</i>



ADDITIONAL REGISTRAR
OF ASSURANCES IV, KOLKATA
11/6 JUL 2020

SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Saptarshi Roy Son of S K Roy High Court, Calcutta, P.O:- GPO, P.S:- Hare Street, District:- Kolkata, West Bengal, India, PIN - 700001	Mr Rajat Pasari, Mr Ghanshyam Purohit, Mr Yogesh Modi, Mr Siddhartha Bhalotia		40d1 	Saptarshi Roy 16/07/2020

(Sriani Ghosh)
ADDITIONAL REGISTRAR
OF ASSURANCE
OFFICE OF THE A.R.A. -
IV KOLKATA
Kolkata, West Bengal



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
11.6 JUL 2020

P.O. Circus Avenue, P.S. Shakespeare Sarani, represented by its Authorised Signatory, Ghanshyam Purohit son of Deo Kishan Purohit having PAN AFUPP8158F, AADHAR No. 493590062677, residing at 35, Sir Hariram Goenka Street, Burrabazar, Kolkata 700 007, P.O. Burrabazar & P.S. Posta.

- (2) **DHANSANCHAY PROPERTIES LLP**, (LLPIN No. AAM 2400) (PAN AAOFD6490K) (formerly known as **DHANSANCHAY PROPERTIES PVT. LTD.**), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani, represented by its Authorised Signatory, Ghanshyam Purohit son of Deo Kishan Purohit having PAN AFUPP8158F, AADHAR No. 493590062677 residing at 35, Sir Hariram Goenka Street, Burrabazar, Kolkata 700 007, P.O. Burrabazar & P.S. Posta.
- (3) **EBONY BUILDCON LLP**, (LLPIN No. AAM 2058) (PAN AAGFE9819B) (formerly known as **EBONY BUILDCON PVT. LTD.**), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani, represented by its Authorised Signatory, Ghanshyam Purohit son of Deo Kishan Purohit having PAN AFUPP8158F, AADHAR No. 493590062677 residing at 35, Sir Hariram Goenka Street, Burrabazar, Kolkata 700 007, P.O. Burrabazar & P.S. Posta.
- (4) **EBONY COMPLEX LLP**, (LLPIN No. AAM 2393) (PAN AAGFE9911L) (formerly known as **EBONY COMPLEX PVT. LTD.**), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani, represented by its Authorised Signatory Ghanshyam Purohit son of Deo Kishan Purohit having PAN AFUPP8158F, AADHAR No. 493590062677 residing at 35, Sir Hariram Goenka Street, Burrabazar, Kolkata 700 007, P.O. Burrabazar & P.S. Posta.
- (5) **DHIMAN REALTORS PVT. LTD.** (CIN No. U4500WB2014PTC202826), (PAN AAFCD0868F) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani, represented by its Authorised Signatory, Ghanshyam Purohit son of Deo Kishan Purohit having PAN AFUPP8158F, AADHAR No. 493590062677 residing at 35, Sir Hariram Goenka Street, Burrabazar, Kolkata 700 007, P.O. Burrabazar & P.S. Posta.
- (6) **EXCEPTIONAL PROPERTIES LLP** (LLPIN No. AAM 2389) (PAN AAGFE9912K) (formerly known as **EXCEPTIONAL PROPERTIES PVT. LTD.**), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani, represented by its Authorised Signatory, Ghanshyam Purohit son of Deo Kishan Purohit having PAN AFUPP8158F, AADHAR No. 493590062677 residing at 35, Sir Hariram Goenka Street, Burrabazar, Kolkata 700 007, P.O. Burrabazar & P.S. Posta.



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

(16 JUL 2023)

- (7) **FABULOUS NIRMAN PVT. LTD.**, (CIN No. U70102WB2014PTC202223), (PAN AACCF4097P) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani, represented by its Authorised Signatory, Ghanshyam Purohit son of Deo Kishan Purohit having PAN AFUPP8158F, AADHAR No. 493590062677 residing at 35, Sir Hariram Goenka Street, Burrabazar, Kolkata 700 007, P.O. Burrabazar & P.S. Posta.
- (8) **GAJGAMINI REALCON LLP**, (LLPIN No. AAM-2397) (PAN AASFG3732F) (formerly known as GAJAGAMINI REALCON PVT. LTD.), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani represented by its Authorised Signatory Ghanshyam Purohit son of Deo Kishan Purohit having PAN AFUPP8158F, AADHAR No. 493590062677 residing at 35, Sir Hariram Goenka Street, Burrabazar, Kolkata 700 007, P.O. Burrabazar & P.S. Posta.
- (9) **IMAGINE INFRA PROJECTS LLP**, (LLPIN No. AAM 2059) (PAN AAGFI9194P) (formerly known as **IMAGINE INFRA PROJECTS PVT. LTD.**), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street, Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani, represented by its Authorised Signatory, Ghanshyam Purohit son of Deo Kishan Purohit having PAN AFUPP8158F, AADHAR No. 493590062677 residing at 35, Sir Hariram Goenka Street, Burrabazar, Kolkata 700 007, P.O. Burrabazar & P.S. Posta.
- (10) **LOVEDEAL NIRMAN LLP**, (LLPIN No. AAM 2395) (PAN AAHFL5236A) (formerly known as **LOVEDEAL NIRMAN PVT. LTD.**), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani, represented by its Authorised Signatory Ghanshyam Purohit son of Deo Kishan Purohit having PAN AFUPP8158F, AADHAR No. 493590062677 residing at 35, Sir Hariram Goenka Street, Burrabazar, Kolkata 700 007, P.O. Burrabazar & P.S. Posta.
- (11) **MANGALBARSHA PROPERTIES LLP**, (LLPIN No. AAM 2394) (PAN ABIFM1748C) (formerly known as **MANGALBARSHA PROPERTIES PVT. LTD.**), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani represented by its Authorised Signatory, Ghanshyam Purohit son of Deo Kishan Purohit having PAN AFUPP8158F, AADHAR No. 493590062677 residing at 35, Sir Hariram Goenka Street, Burrabazar, Kolkata 700 007, P.O. Burrabazar & P.S. Posta.
- (12) **MARVELOUS BUILDCON LLP**, (LLPIN No. AAM 2390) (PAN ABIFM1746N) (formerly known as **MARVELOUS BUILDCON PVT. LTD.**), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani, represented by its Authorised Signatory, Ghanshyam Purohit son of Deo Kishan Purohit



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

13 JUL 2020

having PAN AFUPP8158F, AADHAR No. 493590062677 residing at 35, Sir Hariram Goenka Street, Burrabazar, Kolkata 700 007, P.O. Burrabazar & P.S. Posta.

- (13) **PROSPEROUS INFRASTRUCTURE LLP**, (LLPIN No. AAM-2461) (PAN AAVFP6035B) (formerly known as PROPEROUS INFRASTRUCTURE PVT. LTD.), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani, represented by its Authorised Signatory, Ghanshyam Purohit son of Deo Kishan Purohit having PAN AFUPP8158F, AADHAR No. 493590062677 residing at 35, Sir Hariram Goenka Street, Burrabazar, Kolkata 700 007, P.O. Burrabazar & P.S. Posta .
- (14) **QUICKGROW PROPERTIES LLP**, (LLPIN No. AAM-2455) (PAN AAAFQ7160K) (formerly known as QUICKGROW PROPERTIES PVT. LTD.), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani, represented by its Authorised Signatory, Ghanshyam Purohit son of Deo Kishan Purohit having PAN AFUPP8158F, AADHAR No. 493590062677 residing at 35, Sir Hariram Goenka Street, Burrabazar, Kolkata 700 007, P.O. Burrabazar & P.S. Posta.
- (15) **RAJAT FOUNDATION PVT. LTD.**, (CIN No. U51909WB1996PTC080511), (PAN AACCR4706M) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani, , represented by its Authorised Signatory Ghanshyam Purohit son of Deo Kishan Purohit having PAN AFUPP8158F, AADHAR No. 493590062677 residing at 35, Sir Hariram Goenka Street, Burrabazar, Kolkata 700 007, P.O. Burrabazar & P.S. Posta.
- (16) **RAJAT PROJECTS PVT. LTD.**, (CIN No. U70109WB2011PTC163101), (PAN AAFCR3120C) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani, represented by its Authorised Signatory Ghanshyam Purohit son of Deo Kishan Purohit having PAN AFUPP8158F, AADHAR No. 493590062677 residing at 35, Sir Hariram Goenka Street, Burrabazar, Kolkata 700 007, P.O. Burrabazar & P.S. Posta.
- (17) **REMARKABLE ABASAN PVT. LTD.**, (CIN No. U70102WB2014PTC202222), (PAN AAGCR9345E) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani, represented by its Authorised Signatory, Ghanshyam Purohit son of Deo Kishan Purohit having PAN AFUPP8158F, AADHAR No. 493590062677 residing at 35, Sir Hariram Goenka Street, Burrabazar, Kolkata 700 007, P.O. Burrabazar & P.S. Posta.
- (18) **RICHTOUCH REALESTATE PVT. LTD.**, (CIN No. U70102WB2014PTC202250), (PAN AAGCR9344F) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani, represented by its Authorised Signatory, Ghanshyam Purohit



ADDITIONAL REGISTRAR
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11 6 JUL 2023

son of Deo Kishan Purohit having PAN AFUPP8158F, AADHAR No. 493590062677 residing at 35, Sir Hariram Goenka Street, Burrabazar, Kolkata 700 007, P.O. Burrabazar & P.S. Posta.

- (19) **ROSINE NIRMAL LLP**, (LLPIN No. AAM 2456) (PAN AAXFR5588B) (formerly known as **ROSINE NIRMAL PVT. LTD.**), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani, represented by its Authorised Signatory Ghanshyam Purohit son of Deo Kishan Purohit having PAN AFUPP8158F, AADHAR No. 493590062677 residing at 35, Sir Hariram Goenka Street, Burrabazar, Kolkata 700 007, P.O. Burrabazar & P.S. Posta.
- (20) **ROXY REALTORS PVT. LTD.**, (CIN No. U70102WB2014PTC203010), (PAN AAHCR0053N) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani, represented by its Authorised Signatory, Ghanshyam Purohit son of Deo Kishan Purohit having PAN AFUPP8158F, AADHAR No. 493590062677 residing at 35, Sir Hariram Goenka Street, Burrabazar, Kolkata 700 007, P.O. Burrabazar & P.S. Posta.
- (21) **SIDDHIBHUMI HOUSING PVT. LTD.**, (CIN No. U70102WB2014PTC202249), (PAN AAUCS6435J) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani, represented by its Authorised Signatory, Ghanshyam Purohit son of Deo Kishan Purohit having PAN AFUPP8158F, AADHAR No. 493590062677 residing at 35, Sir Hariram Goenka Street, Burrabazar, Kolkata 700 007, P.O. Burrabazar & P.S. Posta.
- (22) **SETTLEMENT REALTORS PVT. LTD.**, (CIN No. U70102WB2014PTC203011), (PAN AAUCS8567R) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani, represented by its Authorised Signatory, Ghanshyam Purohit son of Deo Kishan Purohit having PAN AFUPP8158F, AADHAR No. 493590062677 residing at 35, Sir Hariram Goenka Street, Burrabazar, Kolkata 700 007, P.O. Burrabazar & P.S. Posta.
- (23) **SKYSPACE INFRASTRUCTURE PVT. LTD.**, (CIN No. U70102WB2014PTC202248), (PAN AAUCS6438F) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani, represented by its Authorised Signatory, Ghanshyam Purohit son of Deo Kishan Purohit having PAN AFUPP8158F, AADHAR No. 493590062677 residing at 35, Sir Hariram Goenka Street, Burrabazar, Kolkata 700 007, P.O. Burrabazar & P.S. Posta.
- (24) **TOUCHWIN PROPERTIES LLP**, (LLPIN No. AAM 2396) (PAN AANFT5553E) (formerly known as **TOUCHWIN PROPERTIES PVT. LTD.**), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani, represented by its Authorised Signatory, Ghanshyam Purohit son of Deo Kishan Purohit



ADDITIONAL REGISTRAR
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11 6 JUL 2023

having PAN AFUPP8158F, AADHAR No. 493590062677 residing at 35, Sir Hariram Goenka Street, Burrabazar, Kolkata 700 007, P.O. Burrabazar & P.S. Posta.

- (25) **QUICKGROW HOUSING PRIVATE LIMITED**, (CIN No. U70102WB2014PTC202202), (PAN AAACQ3510G), a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani, represented by its Authorised Signatory, Ghanshyam Purohit son of Deo Kishan Purohit having PAN AFUPP8158F, AADHAR No. 493590062677 residing at 35, Sir Hariram Goenka Street, Burrabazar, Kolkata 700 007, P.O. Burrabazar & P.S. Posta.
- (26) **RAJAT BLISSCITY INFRASTRUCTURE PRIVATE LIMITED**, (CIN No. U70102WB2014PTC202358), (PAN AAGCR9460A) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, 1st Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani, represented by its Authorised Signatory, Ghanshyam Purohit son of Deo Kishan Purohit having PAN AFUPP8158F, AADHAR No. 493590062677 residing at 35, Sir Hariram Goenka Street, Burrabazar, Kolkata 700 007, P.O. Burrabazar & P.S. Posta.
- (27) **ULTRASHINE REALESTATE PVT. LTD.** (CIN No. U70102WB2014PTC202191), (PAN AABCU7158B) a company within the meaning of the Companies Act, 2013, having its registered office at 4, Azimganj House, First Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani represented by its Authorised Signatory, Ghanshyam Purohit son of Deo Kishan Purohit having PAN AFUPP8158F, AADHAR No. 493590062677 residing at 35, Sir Hariram Goenka Street, Burrabazar, Kolkata 700 007, P.O. Burrabazar & P.S. Posta.
- (28) **ALOKBARSHA PROPERTIES PRIVATE LIMITED.**, (CIN No. U70109WB2012PTC174791), (PAN AAKCA7528E) a company within the meaning of the Companies Act, 2013, having its registered office at 1A, Keshav Kunj, Panchwati Complex, VIP Road, Kolkata 700052, P.O. Airport, P.S. Baguihati, represented by its Authorised Signatory, Siddhartha Bhalotia son of Ramgopal Bhalotia having PAN ADIPB6092L, AADHAR No. 444304935950 residing at Signum Gardenia, Block - B, Flat No. 7B 3 Girindra Sekhar Bose Road, Tiljala, Kolkata-700039. P.O- Tiljala P.S Kasba.
- (29) **ASTONISHING DEVELOPERS PVT. LTD.**, (CIN No. U70102WB2014PTC202242), (PAN AAMCA6913B) a company within the meaning of the Companies Act, 2013, having its registered office at 19, Pollock Street, Kolkata 700001, P.O. Pollock Street, P.S. Hare Street, represented by its Authorised Signatory, Siddhartha Bhalotia son of Ramgopal Bhalotia having PAN ADIPB6092L, AADHAR No. 444304935950 residing at Signum Gardenia, Block - B, Flat No. 7B, 3 Girindra Sekhar Bose Road, Tiljala, Kolkata-700039. P.O- Tiljala P.S Kasba.
- (30) **ATTRACTIVE HOUSING PVT. LTD.**, (CIN No. U70102WB2014PTC202188), (PAN AAMCA6911D) having its registered office at 1A, Keshav Kunj, Panchwati Complex, VIP Road, Kolkata 700052, P.O. Airport, P.S. Baguihati, represented by its Authorised Signatory, Siddhartha Bhalotia son



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of Ramgopal Bhalotia having PAN ADIPB6092L, AADHAR No. 444304935950 residing at Signum Gardenia, Block - B, Flat No. 7B, 3 Girindra Sekhar Bose Road, Tiljala, Kolkata-700039. P.O- Tiljala P.S Kasba.

- (31) **EBONY ENCLAVE PVT. LTD.**, (CIN No. U45400WB2011PTC170977), (PAN AACCE9098B) having its registered office at 1A, Keshav Kunj, Panchwati Complex, VIP Road, Kolkata 700052, P.O. Airport, P.S. Baguihati, represented by its Authorised Signatory, Siddhartha Bhalotia son of Ramgopal Bhalotia having PAN ADIPB6092L, AADHAR No. 444304935950 residing at Signum Gardenia, Block - B, Flat No. 7B, 3 Girindra Sekhar Bose Road, Tiljala, Kolkata-700039. P.O- Tiljala P.S Kasba.
- (32) **ELIGIBLE DEVCON PVT. LTD.**, (CIN No. U45400WB2011PTC169569), (PAN AACCE8746L) having its registered office at 1A, Keshav Kunj, Panchwati Complex, VIP Road, Kolkata 700052, P.O. Airport, P.S. Baguihati, represented by its Authorised Signatory, Siddhartha Bhalotia son of Ramgopal Bhalotia having PAN ADIPB6092L, AADHAR No. 444304935950 residing at Signum Gardenia, Block - B, Flat No. 7B, 3 Girindra Sekhar Bose Road, Tiljala, Kolkata-700039. P.O- Tiljala P.S Kasba.
- (33) **ENJOYMENT PROJECTS PVT. LTD.**, (CIN No. U70102WB2014PTC202189), (PAN AADCE6933C) having its registered office at 1A, Keshav Kunj, Panchwati Complex, VIP Road, Kolkata 700052, P.O. Airport, P.S. Baguihati, represented by its Authorised Signatory, Siddhartha Bhalotia son of Ramgopal Bhalotia having PAN ADIPB6092L, AADHAR No. 444304935950 residing at Signum Gardenia, Block - B, Flat No. 7B, 3 Girindra Sekhar Bose Road, Tiljala, Kolkata-700039. P.O- Tiljala P.S Kasba.
- (34) **FANCY INFRACON PRIVATE LIMITED**, (CIN No. U45400WB2014PTC202562), (PAN AACCF4210G) having its registered office at 1A, Keshav Kunj, Panchwati Complex, VIP Road, Kolkata 700052, P.O. Airport, P.S. Baguihati, represented by its Authorised Signatory, Siddhartha Bhalotia son of Ramgopal Bhalotia having PAN ADIPB6092L, AADHAR No. 444304935950 residing at Signum Gardenia, Block - B, Flat No. 7B, 3 Girindra Sekhar Bose Road, Tiljala, Kolkata-700039. P.O- Tiljala P.S Kasba.
- (35) **GREENHIGH REALCON PVT. LTD.**, (CIN No. U70102WB2014PTC202224), (PAN AAFCG6386F) having its registered office at 1A, Keshav Kunj, Panchwati Complex, VIP Road, Kolkata 700052, P.O. Airport, P.S. Baguihati, represented by its Authorised Signatory, Siddhartha Bhalotia son of Ramgopal Bhalotia having PAN ADIPB6092L, AADHAR No. 444304935950 residing at Signum Gardenia, Block - B, Flat No. 7B, 3 Girindra Sekhar Bose Road, Tiljala, Kolkata-700039. P.O- Tiljala P.S Kasba.
- (36) **GREENIMAGE REALTY PVT. LTD.**, (CIN No. U70102WB2014PTC202190), (PAN AAFCG6443F) having its registered office at 1A, Keshav Kunj, Panchwati Complex, VIP Road, Kolkata 700052, P.O. Airport, P.S. Baguihati, represented by its Authorised Signatory, Siddhartha Bhalotia son of Ramgopal Bhalotia having PAN ADIPB6092L, AADHAR No. 444304935950 residing at Signum Gardenia, Block - B, Flat No. 7B, 3 Girindra Sekhar Bose Road, Tiljala, Kolkata-700039. P.O- Tiljala P.S Kasba.



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- (37) **JAGRAN PROPERTIES PVT. LTD.**, (CIN No. U70109WB2012PTC174811), (PAN AADCJ0472F) having its registered office at 1A, Keshav Kunj, Panchwati Complex, VIP Road, Kolkata 700052, P.O. Airport, P.S. Baguihati, represented by its Authorised Signatory, Siddhartha Bhalotia son of Ramgopal Bhalotia having PAN ADIPB6092L, AADHAR No. 444304935950 residing at Signum Gardenia, Block - B, Flat No. 7B, 3 Girindra Sekhar Bose Road, Tiljala, Kolkata-700039. P.O- Tiljala P.S Kasba.
- (38) **MAGNETICTOUCH PROPERTIES PRIVATE LIMITED**, (CIN No. U70109WB2012PTC174876), (PAN AAICM4699L) a company within the meaning of the Companies Act, 2013, having its registered office at 19, Pollock Street, Kolkata 700001, P.O. Pollock Street, P.S. Hare Street, represented by its Authorised Signatory, Siddhartha Bhalotia son of Ramgopal Bhalotia having PAN ADIPB6092L, AADHAR No. 444304935950 residing at Signum Gardenia, Block - B, Flat No. 7B, 3 Girindra Sekhar Bose Road, Tiljala, Kolkata-700039. P.O- Tiljala P.S Kasba..
- (39) **PLEASURE TOWER PVT. LTD.**, (CIN No. U70102WB2014PTC202193), (PAN AAHCP7154Q) having its registered office at 1A, Keshav Kunj, Panchwati Complex, VIP Road, Kolkata 700052, P.O. Airport, P.S. Baguihati, represented by its Authorised Signatory, Siddhartha Bhalotia son of Ramgopal Bhalotia having PAN ADIPB6092L, AADHAR No. 444304935950 residing at Signum Gardenia, Block - B, Flat No. 7B, 3 Girindra Sekhar Bose Road, Tiljala, Kolkata-700039. P.O- Tiljala P.S Kasba.
- (40) **RUDRAMALA REALTY PRIVATE. LIMITED**, (CIN No. U70109WB2012PTC174986), (PAN AAGCR3031D) a company within the meaning of the Companies Act, 2013, having its registered office at 19, Pollock Street, Kolkata 700001, P.O. Pollock Street, P.S. Hare Street, represented by its Authorised Signatory, Siddhartha Bhalotia son of Ramgopal Bhalotia having PAN ADIPB6092L, AADHAR No. 444304935950 residing at Signum Gardenia, Block - B, Flat No. 7B, 3 Girindra Sekhar Bose Road, Tiljala, Kolkata-700039. P.O- Tiljala P.S Kasba.
- (41) **WONDER REALESTATE PVT. LTD.**, (CIN No. U45400WB2011PTC167613), (PAN AABCW1411F) having its registered office at 1A, Keshav Kunj, Panchwati Complex, VIP Road, Kolkata 700052, P.O. Airport, P.S. Baguihati, represented by its Authorised Signatory, Siddhartha Bhalotia son of Ramgopal Bhalotia having PAN ADIPB6092L, AADHAR No. 444304935950 residing at Signum Gardenia, Block - B, Flat No. 7B, 3 Girindra Sekhar Bose Road, Tiljala, Kolkata-700039. P.O- Tiljala P.S Kasba.
- (42) **PETUNIA COMMOTRADE PVT. LTD.**, (CIN No. U51909WB2014PTC203106), (PAN AAHCP8191K) having its registered office at 27, Biplabi Trailakya Maharaj Sarani, (Brabourne Road), Narayani Building, 3rd Floor, Room No. 310, Kolkata 700001, P.O. Pollock Street, P.S. Hare Street, represented by its Authorised Signatory, Siddhartha Bhalotia son of Ramgopal Bhalotia having PAN ADIPB6092L, AADHAR No. 444304935950 residing at Signum Gardenia, Block - B, Flat No. 7B, 3 Girindra Sekhar Bose Road, Tiljala, Kolkata-700039. P.O- Tiljala P.S Kasba.



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- (43) **EBONY DEVELOPERS PVT. LTD.**, (CIN No. U45206WB2011PTC171171), (PAN AACCE9099A) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore, represented by its Authorised Signatory, Mr. Yogesh Modi having PAN AIUPM9083B, AADHAR No. 639885021204 son of Girdhar Gopal Modi residing at Radha Kunj Apartment, Flat 2A, CC-28, Nazrul Park, Rajarhat-Gopalpur (M), North 24 Parganas – 700 159, P.S. Baguiati, P. O Aswini Nagar.
- (44) **EBONY TOWER PVT. LTD.**, (CIN No. U45400WB2011PTC170924), (PAN AACCE9097Q) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore, represented by its Authorised Signatory, Mr. Yogesh Modi having PAN AIUPM9083B, AADHAR No. 639885021204 son of Girdhar Gopal Modi residing at Radha Kunj Apartment, Flat 2A, CC-28, Nazrul Park, Rajarhat-Gopalpur (M), North 24 Parganas – 700 159, P.S. Baguiati, P. O Aswini Nagar
- (45) **FENNEL INFRACON PVT. LTD.**, (CIN No. U45400WB2014PTC202565), (PAN AACCF4211H) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore, represented by its Authorised Signatory, Mr. Yogesh Modi having PAN AIUPM9083B, AADHAR No. 639885021204 son of Girdhar Gopal Modi residing at Radha Kunj Apartment, Flat 2A, CC-28, Nazrul Park, Rajarhat-Gopalpur (M), North 24 Parganas – 700 159, P.S. Baguiati, P. O Aswini Nagar.
- (46) **INTERFACE DEVELOPERS PVT. LTD.**, (CIN No. U45400WB2011PTC170406), (PAN AACCI7762C) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore, represented by its Authorised Signatory, Mr. Yogesh Modi having PAN AIUPM9083B, AADHAR No. 639885021204 son of Girdhar Gopal Modi residing at Radha Kunj Apartment, Flat 2A, CC-28, Nazrul Park, Rajarhat-Gopalpur (M), North 24 Parganas – 700 159, P.S. Baguiati, P. O Aswini Nagar.
- (47) **ROSETTE PROPERTIES PVT. LTD.**, (CIN No. U70109WB2012PTC174855), (PAN AAGCR3030C) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore, represented by its Authorised Signatory, Mr. Yogesh Modi having PAN AIUPM9083B, AADHAR No. 639885021204 son of Girdhar Gopal Modi residing at Radha Kunj Apartment, Flat 2A, CC-28, Nazrul Park, Rajarhat-Gopalpur (M), North 24 Parganas – 700 159, P.S. Baguiati, P. O Aswini Nagar.
- (48) **SAPNASURAH NIRMAN PVT. LTD.**, (CIN No. U70109WB2012PTC174983), (PAN AASCS7666M) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020 P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore, represented by its Authorised Signatory, Mr. Yogesh Modi having PAN AIUPM9083B, AADHAR No. 639885021204 son of Girdhar Gopal Modi residing at Radha Kunj Apartment, Flat 2A, CC-28, Nazrul Park, Rajarhat-Gopalpur (M), North 24 Parganas – 700 159, P.S. Baguiati, P. O Aswini Nagar.
- (49) **SUBHKAMANA DEVELOPERS PRIVATE LIMITED**, (CIN No. U70109WB2012PTC174984), (PAN AASCS7662R) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore, represented by its Authorised



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Signatory, Mr. Yogesh Modi having PAN AIUPM9083B, AADHAR No. 639885021204 son of Girdhar Gopal Modi residing at Radha Kunj Apartment, Flat 2A, CC-28, Nazrul Park, Rajarhat-Gopalpur (M), North 24 Parganas – 700 159, P.S. Baguiati , P. O Aswini Nagar.

- (50) **SUKALYAN PROPERTIES PVT. LTD.**, (CIN No. U70109WB2012PTC174985), (PAN AASCS7665J) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore, represented by its Authorised Signatory, Mr. Yogesh Modi having PAN AIUPM9083B, AADHAR No. 639885021204 son of Girdhar Gopal Modi residing at Radha Kunj Apartment, Flat 2A, CC-28, Nazrul Park, Rajarhat-Gopalpur (M), North 24 Parganas – 700 159, P.S. Baguiati , P. O Aswini Nagar.
- (51) **SHIVRASHI ABASAN PVT. LTD.**, (CIN No. U70109WB2012PTC174856), (PAN AASCS7663Q) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore, represented by its Authorised Signatory, Mr. Yogesh Modi having PAN AIUPM9083B, AADHAR No. 639885021204 son of Girdhar Gopal Modi residing at Radha Kunj Apartment, Flat 2A, CC-28, Nazrul Park, Rajarhat-Gopalpur (M), North 24 Parganas – 700 159, P.S. Baguiati , P. O Aswini Nagar.
- (52) **SUBHLIFE REAL ESTATE PVT. LTD.**, (CIN No. U70109WB2012PTC174857), (PAN AASCS7668F) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore, represented by its Authorised Signatory, Mr. Yogesh Modi having PAN AIUPM9083B, AADHAR No. 639885021204 son of Girdhar Gopal Modi residing at Radha Kunj Apartment, Flat 2A, CC-28, Nazrul Park, Rajarhat-Gopalpur (M), North 24 Parganas – 700 159, P.S. Baguiati , P. O Aswini Nagar.
- (53) **SWARNACHURA PROPERTIES PVT. LTD.**, (CIN No. U70109WB2012PTC174858), (PAN AASCS7667L) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore, represented by its Authorised Signatory, Mr. Yogesh Modi having PAN AIUPM9083B, AADHAR No. 639885021204 son of Girdhar Gopal Modi residing at Radha Kunj Apartment, Flat 2A, CC-28, Nazrul Park, Rajarhat-Gopalpur (M), North 24 Parganas – 700 159, P.S. Baguiati , P. O Aswini Nagar.
- (54) **ULTRAFOCUS PROPERTIES PRIVATE. LIMITED**, (CIN No. U70109WB2012PTC174860), (PAN AABCU5571C) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore, represented by its Authorised Signatory, Mr. Yogesh Modi having PAN AIUPM9083B, AADHAR No. 639885021204 son of Girdhar Gopal Modi residing at Radha Kunj Apartment, Flat 2A, CC-28, Nazrul Park, Rajarhat-Gopalpur (M), North 24 Parganas – 700 159, P.S. Baguiati , P. O Aswini Nagar.
- (55) **AADRIKA COMMERCIAL PVT. LTD.**, (CIN No. U74999WB2012PTC183414), (PAN AAKCA7898K) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore, represented by its Authorised Signatory, Mr. Yogesh Modi having PAN AIUPM9083B, AADHAR No. 639885021204 son of Girdhar Gopal Modi residing at Radha Kunj Apartment, Flat 2A, CC-28, Nazrul Park, Rajarhat-Gopalpur (M), North 24 Parganas – 700 159, P.S. Baguiati , P. O Aswini Nagar.



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- (56) **AADRIKA DISTRIBUTORS PVT. LTD.**, (CIN No. U74999WB2012PTC183417), (PAN AAKCA7897G) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore, represented by its Authorised Signatory, Mr. Yogesh Modi having PAN AIUPM9083B, AADHAR No. 639885021204 son of Girdhar Gopal Modi residing at Radha Kunj Apartment, Flat 2A, CC-28, Nazrul Park, Rajarhat-Gopalpur (M), North 24 Parganas – 700 159, P.S. Baguiati , P. O Aswini Nagar.
- (57) **DAYASWARUP COMMODEAL PVT. LTD.**, (CIN No. U74999WB2012PTC183106), (PAN AAECD3458N) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore, represented by its Authorised Signatory, Mr. Yogesh Modi having PAN AIUPM9083B, AADHAR No. 639885021204 son of Girdhar Gopal Modi residing at Radha Kunj Apartment, Flat 2A, CC-28, Nazrul Park, Rajarhat-Gopalpur (M), North 24 Parganas – 700 159, P.S. Baguiati , P. O Aswini Nagar.
- (58) **DURVISH SHOPPERS PVT. LTD.**, (CIN No. U74999WB2012PTC183121), (PAN AAECD3456C) having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700020, P.O. Lala Lajpat Rai Sarani, P.S. Bhowanipore, represented by its Authorised Signatory, Mr. Yogesh Modi having PAN AIUPM9083B, AADHAR No. 639885021204 son of Girdhar Gopal Modi residing at Radha Kunj Apartment, Flat 2A, CC-28, Nazrul Park, Rajarhat-Gopalpur (M), North 24 Parganas – 700 159, P.S. Baguiati , P. O Aswini Nagar.

all hereinafter collectively referred to as '**the Owners**' (which term or expression shall, unless excluded by or repugnant to the subject or context or meaning thereof, mean and include successor or successors in interest and permitted assigns) of the **ONE PART**;

AND

ARIZUMA PROJECTS LLP, [LLP Identification No. AAI5525] a Limited Liability Partnership incorporated under the Limited Liability Partnership Act 2008 having PAN ABIFA1723H, having its registered office at 4, Azimganj House, First Floor, 7, Camac Street Kolkata 700017, P.O. Circus Avenue, P.S. Shakespeare Sarani, represented by its Designated Partner, Rajat Pasari son of Raj Gopal Pasari having PAN BDKPP7331M, AADHAR No. 266497712752 residing at 11E, Rajnigandha, 25B, Ballygunge Park, Kolkata 700019, P.S. Karaya P.O. Ballygunge, hereinafter referred to as '**the Developer**', (which term or expression shall unless excluded by or repugnant to the subject or context or meaning thereof mean and include the partners for the time being of the said Partnership Firm and their respective heirs, executors, administrators and legal representatives) of the **OTHER PART**;

"Parties" shall mean collectively the Owners and the Developer and "Party" means either the Owners (collectively) or the Developer.

WHEREAS:

- A. The Owners are the lawful, recorded and absolute owners of land admeasuring 16.96 Bighas more or less together with structures erected thereon comprised in Dag nos. 713/1694, 725,




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728 (P), 729, 731, 733, 797, 797/1664, 799, 800, 807, 808, 809, 810, 811(P), 812, 815 (P), 821, 822, 823 (P), 824, 829(P) & 889 lying and situated at *Mouza-Badehugli*, J.L. No. 80, P.S. Sonarpur, A.D.S.R.O Sonarpur, Poleghat Gram Panchayat, District-South 24 Parganas, more fully described in the **FIRST SCHEDULE** below (hereinafter referred to as the '**Project Land**'). The details of ownership of the Owners of the Project Land is provided in the **SECOND SCHEDULE** below.

- B. The Developer 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 proposed to be constructed on the Project Land to prospective buyers. The Developer has the necessary resources to complete the Project and to make arrangements for the funds required for the same and the Developer has the financial capability to carry out, complete and finish the Project. Pursuant to the decision of the Owners to develop the Project Land, discussions were held with the Developer for taking up the development of the Project Land by constructing the new buildings thereat and commercial exploitation of the same.
- C. By a Joint Development Agreement dated 28th May, 2019 made between the Owners, therein referred to as the Owners of the One Part and the Developer, therein referred to as the Developer of the Other Part and registered with the Additional Registrar of Assurances – IV, Kolkata in Book No. I, Vol No. 1904-2019, Pages 260272 to 260470 being Deed No. 190405574 for the year 2019 (hereinafter referred as the said "**Development Agreement**"), the Owners appointed the Developer to develop , on the terms and conditions mentioned therein.
- D. The Parties hereto due to various inabilities and change in planning agreed to revise the Project and Project Area as mentioned in the said Development Agreement and therefore by a Cancellation Agreement dated 16/07/2020 made between the Owners, therein referred to as the Owners of the One Part and the Developer, therein referred to as the Developer of the Other Part, mutually cancelled the said Joint Development Agreement dated 28th May, 2019 on the terms and conditions mentioned therein.
- E. The Owners and the Developer have now finalised and conceptualized the Project and mutually agrees to develop the land admeasuring about 16.96 Bighas, being the Project Land more fully described in the **FIRST SCHEDULE** below and also shown within Red Border on the Map annexed hereto and hereby record the terms and conditions in respect thereof as stated hereunder.
- F. The parties at serial Nos. 1 to 27 of the Owners have jointly appointed Mr. Rajat Pasari, S/O, Mr. Raj Gopal Pasari residing at 11E, Rajanigandha, 25B, Ballygunge Park, Kolkata – 700 019, parties at serial Nos. 28 to 42 of the Owners have jointly appointed Mr. Sanjeev Kumar Bansal, S/O, Late Ram Saran Gupta residing at 36C, B. T. Road, Kolkata – 700 002 and parties at serial Nos. 43 to 58 of the Owners have jointly appointed Mr. Yogesh Modi, S/O Girdhar Gopal Modi residing at Radha Kunj Apartment, Flat 2A, CC-28, Nazrul Park, Rajarhat-Gopalpur (M), PO Aswini Nagar, P.S. Baguiati, North 24 Parganas – 700 159, as their Authorised representatives who shall represent the respective Owners for all matters connected with



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this Agreement and the Project and the Developer shall deal with and communicate only with the said Authorised representatives which shall be deemed to be communication with all the Owners and the Owners hereby confirm and accept the same.

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

ARTICLE – I

INTERPRETATION

- 1.1 In this Agreement, unless there be something contrary or repugnant to the subject or context,
- i) **"Agreed Ratio"** shall mean the ratio of sharing or distribution in Realizations and several other matters referred to herein between the Owners and the Developer which shall be 40% for the Owners and 60% for the Developer, respectively.
 - ii) **"Agreement"** shall mean this Agreement along with all annexures and schedules attached hereto and all instruments supplemental to or in amendment or furtherance or confirmation of this Agreement, entered into in writing, in accordance with its terms contained herein.
 - iii) **"Applicable Laws"** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directives of any Governmental Authority or person acting under the authority of any Governmental Authority and/or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter.
 - iv) **"Approvals"** shall mean and include any approvals, authorizations, permissions, no objection certificates, clearances, permits, sanctions, licenses, etc., in any form, whatsoever, including all renewals, revalidations, rectifications, revisions thereof and irrespective of its nomenclature which may be required under any Applicable Law from any Government Authority for sanction of Plans, construction, development, ownership, management, operation, implementation and completion of the Project, including any Completion Certificate and any Occupancy Certificate.
 - v) **"Architect"** shall mean Edifice Consultants Pvt. Ltd. or such person or persons and/or firm or firms who may be appointed by the Developer in consultation with the Owners from time to time at its own costs for preparation drawing and designing of the Plans and planning and supervision of the construction of the Complex on the Project Land and for all matters which are connected therewith and/or incidental thereto.



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- vi) **"Built-up Area"** in respect of any unit shall mean the plinth area of such unit and include, *inter alia*, the area of the balconies (if any) attached thereto, the thickness of the external and internal walls thereof and the columns therein PROVIDED THAT if any walls or column be common between two units then only one-half of the area under such walls or column be included in each such unit.
- vii) **"Car Parking Areas"** shall mean areas either enclosed or unenclosed covered or open excluding open car parking areas reserved for common areas and facilities to park vehicles located at any level having sufficient drive way as sanctioned by the Competent Authority and includes all types of car parking areas sanctioned by the Competent Authority.
- viii) **"Carpet Area"** shall mean the net usable floor area of the Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah areas and exclusive open terrace areas, but includes the area covered by the internal partition walls of the Unit, as more particularly defined in the West Bengal Housing Industry Regulation Act, 2017.
- ix) **"Common Areas, Installations and Facilities"** shall mean the areas, facilities and amenities in the New Building(s) and/or the Project Land earmarked for common use and enjoyment of the Intending Transferees of the Units and shall include the club and leisure spaces, corridors, stairways, landings, lobbies, entrances, exits / gates, passageways, driveways, pathways, lifts, shafts / ducts, drains, sewers, pits, machine room, store room, caretaker room, electrical wires, generators, transformers, electric meters or other equipment rooms, common toilets, other spaces, overhead tank, ultimate roof, water tanks / reservoirs, pumps, motors, tube wells, pipes, plumbing, water filtration plant, periphery walls, parapet walls, projections, foundation, columns, supports, facilities, whatsoever, required for the use, enjoyment, establishment, maintenance and/or management of the New Building(s) to be constructed on the Project Land and/or the common facilities or any of them, as the case may be.
- x) **"Common Expenses"** shall mean and include all expenses to be incurred for the management, maintenance, upkeep and administration of the New Building(s) and the Project Land and in particular the Common Areas, Installations and Facilities and all other Common Purposes and for rendition of services in common to the purchasers / holders of Units therein.
- xi) **"Common Purposes"** shall mean and include the purposes of managing, maintaining and up-keeping of the Complex (and in particular the Common Areas, Installations and Facilities), rendition of services in common to the Intending Transferees, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Intending Transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Installations and Facilities, in common.



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- xii) **"Completion"** in respect of the Project shall mean the completion of the development of the Project as evidenced by the completion/ occupancy certificate issued by the appropriate statutory authority.
- xiii) **"Complex"** shall mean the blocks of New Buildings comprising of various independent residential and commercial Units capable of being independently and exclusively held, used, owned and enjoyed by a person, to be constructed on the Project Land by the Developer in accordance with the Plans and, wherever the context so refers or permits, shall include the Parking Spaces, the Common Areas Installations and Facilities and other areas or spaces to be constructed by the Developer on the Project Land and shall also include the Project Land.
- xiv) **"Developer's Allocation"** according to the context shall mean 60% (Sixty percent) of the Realizations which shall belong to the Developer and shall include all other properties and rights belonging to the Developer in terms hereof.
- xv) **"Encumbrance"** shall mean any mortgage, lien, charge, non-disposal or any other restrictive covenant or undertaking, right of pre-emption, easement, attachment or process of court, burdensome covenant or condition and/or any other arrangement which has the effect of constituting a charge or security interest or other third party right or interest or negative lien which could affect carrying out of the Project and/or the construction and development and/or ownership of the Complex.
- xvi) **"Extras and Deposits"** shall mean the amounts mentioned in **THIRD SCHEDULE**.
- xvii) **"Force Majeure"** shall mean any event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any acts, omission, breach or violation by such Party or any of its obligations under this Agreement but which arises from, or is attributable to acts of God, natural calamities, accidents, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightning, cyclone, typhoon, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder or other industrial action, strike, terrorist action, civil commotion, delays due to political unrest, municipal, general or other elections, any legislation, regulation, ruling or omissions (including delay or failure to grant any necessary permission or sanctions for reasons outside the control of either Party) or any Government or Court Order.
- xviii) **"Intending Transferees"** or **Transferees** shall according to the context, mean all persons who have from time to time entered into agreement with the Developer and the Owners for the purpose of acquiring any Unit in the Complex, and shall mean and include the parties hereto in respect of those Units for which no transferee has entered into any agreement with the Developer and the Owners.



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- xix) **"Internal Agreed Proportion"** shall mean the proportion of sharing of the Owners' Allocation inter-se amongst the Owners as mentioned in the **FOURTH SCHEDULE** hereto.
- xx) **"Maintenance Organisation"** shall mean Maintenance Company and/or Association responsible to carry out and look after the maintenance management and upkeep of the Complex and the Project Land particularly, and in general, the Common Areas, Installations and Facilities.
- xxi) **"New Buildings"** shall mean the several buildings and other structures for Complex, to be constructed by the Developer on the Project Land.
- xxii) **"Owner's Named Representatives"** shall, unless changed by intimation in writing given by the Owners to the Developer hereafter shall mean the persons referred to in Recital F herein.
- xxiii) **"Owner's Allocation"** according to the context shall mean 40% (forty percent) of the Realizations which shall belong to the Owners and shall include all other properties and rights belonging to the Owners in terms hereof.
- xxiv) **"Person"** means any individual, company, corporation, partnership, limited liability partnership, joint venture, trust, unincorporated organisation, government or governmental authority or agency or any other legal entity.
- xxv) **"Plans"** shall mean the plan for construction and development of the Project and the New Buildings on the Project Land to be prepared by the Architect and caused to be sanctioned by the Developer from the concerned municipal corporation, municipality or such other authority or department or body who may have jurisdiction in that behalf and shall include all modifications, alterations, additions, amendments, renewals, revalidations and/or extension thereof or thereto made or caused by the Developer in consultation with the Owners.
- xxvi) **"Project"** shall mean and include the planning and development of the Project Land or any part or parts thereof into the Complex and the transfer of all Units therein and the distribution of the Realizations and allocation of unsold areas and the administration of the Complex in matters relating to the Common Purposes, all in accordance with the terms and conditions of this Agreement.
- xxvii) **"Project Land"** shall mean all that piece and parcel of land measuring 16.96 Bighas, be the same a little more or less, together with structures erected thereon comprised in *Dag Nos. 713/1694, 725, 728(P), 729, 731, 733, 797, 797/1664, 799, 800, 807, 808, 809, 810, 811 (P), 812, 815(P), 821, 822, 823(P), 824, 829(P) & 889* lying and situate at *Mouza- Badehugli, J.L. No. 80, P.S. Sonarpur, A.D.S.R.O Sonarpur, Poleghat Gram*



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Panchayat, District-South 24 Parganas, as more fully mentioned and described in the **FIRST SCHEDULE** hereunder written.

- xxviii) **"Proportionate"** or **"Proportionately"** or **"Proportionate Share"** insofar as the matters of Units and/or Intending Transferees and/or the Common Purposes are concerned, shall mean the proportion in which the total Carpet Area of an Unit may bear to the total Carpet Area of all the Units in the Project.
 - xxix) **"Unsold Area"** shall mean those Units to be identified and allocated to the Owners and the Developer under specified circumstances as mentioned in Clause 11.12 hereto.
 - xxx) **"Units"** shall mean the divided, demarcated and developed flats, shops, spaces or other constructed areas in the Complex to be constructed on the Project Land which are capable of being independently and exclusively held used occupied and/or enjoyed by the respective transferees and wherever the context so permits or intends shall include Car Parking Areas, terraces, roofs, gardens, open spaces and proportionate undivided indivisible impartible part or share in the Project Land and proportionate share in the common areas.
 - xxxi) **"Realizations"** shall mean and include the amounts received against transfer of the Units from time to time including the consideration for transfer, and any other amount on any account received against any transfer (including Nomination charges and interest on delayed payments by the Transferees); but shall not include any amounts received on account of Goods and Service Tax, Extras and Deposits. *All the Sale Proceeds will be deposited in the Escrow Account and will be distributed among the parties as per respective allocation mentioned herein.*
 - xxxii) **"Refundable Deposit"** shall mean the amount to be deposited by the Developer with the Owners for the purposes as hereinafter stated to be ultimately refunded by the Owners to the Developer from the Owners' Allocation.
 - xxxiii) **"Specifications"** shall mean the general specifications and/or the materials to be used for construction, erection and completion of the New Buildings as more fully and particularly described in **FIFTH SCHEDULE** hereunder written.
- 1.2 Any reference to any act of Parliament or legislature whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all rules, instruments, orders, plans, regulations, bye laws permissions or directions any time issued under it.
 - 1.3 Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated in writing.
 - 1.4 A reference to a statutory provision shall include a reference to any modification or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.



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- 1.5 The **Schedules** to this Agreement shall have effect and be construed as an integral part of this Agreement.
- 1.6 The paragraph headings herein shall not form part of this Agreement and the same have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation of any of the terms or provisions of these presents.
- 1.7 Words importing **Singular Number** shall include the **Plural Number** and vice-versa.
- 1.8 Words importing **Masculine Gender** shall include the **Feminine Gender** and **Neuter Gender**; similarly words importing **Feminine Gender** shall include **Masculine Gender** and **Neuter Gender**; likewise **Neuter Gender** shall include **Masculine Gender** and **Feminine Gender**.
- 1.9 Where any notice, consent, approval, permission or certificate is required to be given by any party to this Agreement such notice, consent, approval, permission or certificate must (except where otherwise expressly specified), be in writing.

ARTICLE – II

AGREEMENT AND CONSIDERATION

- 2.1 The Owners have entered upon this Agreement with the Developer for development and construction of the Complex by the Developer for the mutual benefit of the parties whereby and where under the Owners have agreed that the Developer shall develop the Project Land by constructing the Complex thereat and the parties have agreed to transfer the same in the manner mentioned hereunder and to share the Realizations from such transfer of the Units and to define and allocate between them unsold areas, it being clarified that the Owners shall receive their share of the Realizations as consideration for transfer of proportionate shares in the land to the transferees and the Developer shall receive their share of the Realizations as consideration against development and construction on the Project Land. The Owners doth hereby permit and grant license and permission to the Developer to enter upon the Project Land with right and authority to build upon and commercially exploit the Project Land by constructing New Building(s) thereon in accordance with sanctions/permissions herein mentioned. With effect from the date hereof, the Developer shall be entitled to enter upon as a licensee and to undertake the work of construction on the Project Land and the Owners shall allow the right of such entry for the sole purpose of carrying out and completing the development and commercial exploitation of the Project Land. The legal domain, possession and control of the Project Land shall continue to vest with the Owners till the time of transfer to Transferee(s) of Units in the Project.
- 2.2 In as much as the construction on the Project Land is concerned, the Developer shall act as licensee of the Owners and shall be entitled to be in permissive possession of the Project Land as and by way of a licensee of the Owners as understood under Section 52 of the Indian Easements Act, 1882 to carry out the construction of the Complex save and except that the



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Developer shall not be entitled to create any possessory right over the Project Land which could be construed as transfer of the property within the meaning of any law. The Developer shall not be entitled to use the Project Land for any other purposes other than the purpose of construction.

- 2.3 In consideration of the mutual promises and obligations of the parties contained herein, the Owners hereby agree to provide the entirety of the Project Land and to allow the same to be henceforth used for the purpose of development of the same by the Developer and in consideration thereof, the Developer has agreed to cause to be constructed the said Complex. The Owners agree to grant, sell and transfer proportionate undivided share in the Project Land and their entire share, right, title and interest in the Complex and all Units therein to the Transferees and the Developer agrees to grant sell and transfer the Units to such Transferees for mutual benefit and consideration and on the terms and conditions hereinafter contained.
- 2.4 The Developer undertakes to develop and shall commence, execute and complete the development of the Project Land in compliance with the terms, covenants and conditions herein contained set forth in this Agreement.
- 2.5 Except any Unsold Area, the Realizations from the Complex and all Units therein shall be shared in the Agreed Ratio by the Owners and the Developer and between the Owners in the Internal Agreed Proportion and any transfer in respect thereof shall be governed by the provisions contained in Article XII hereto.
- 2.6 Subject to repayment of the entire loan (if any) obtained from any Bank or Non Banking Financial Company for the purpose of development of the Project, the Unsold Areas, if any, after completion but before allocation between the parties, shall remain joint property of the parties and all the revenues from such areas after meeting costs and expenses relating thereto shall be shared between the parties in the Agreed Ratio and between the Owners in the Internal Agreed Proportion.

ARTICLE – III

COMMENCEMENT

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



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ARTICLE - IV

OWNERS' REPRESENTATIONS

- 4.1 The Owners made the following several representations and assurances to the Developer which have been completely relied upon and believed to be true and correct by the Developer for the purpose of entering upon this Agreement and the transaction envisaged herein :
- 4.1.1 The Owners for valuable consideration paid by it purchased and became and still are the joint and absolute owners of the Project Land.
- 4.1.2 The Owners have a good marketable title in respect of the Project Land. The facts about the Owners deriving title to the Project Land are represented by the Owners in the **SECOND SCHEDULE** hereto and the same are all true and correct.
- 4.1.3 That the Project Land and every part thereof are all free from all Encumbrances created or suffered by the Owners and without any claim, right, title, interest of any other person thereon or in respect thereof.
- 4.1.4 That the Owners are in khas vacant and peaceful possession of the Project Land.
- 4.1.5 The Owners after having acquired the Project Land, have caused their names to be duly mutated in the relevant records of the BL&LRO in respect of the Project Land and have also caused conversion of the land use in respect of the Project Land..
- 4.1.6 There is no notice of acquisition or requisition received or to the knowledge of the Owners in respect of the Project Land or any part thereof and the Project Land does not contain any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or surplus land under West Bengal Estates Acquisition Act, 1953 or the West Bengal Land Reforms Act, 1955 or any other law whatsoever.
- 4.1.7 Neither the Project Land nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of Law or due to Income Tax arrears or any other Public Demand.
- 4.1.8 There is no impediment, obstruction, restriction or prohibition in the Owners entering upon this Agreement and/or in development and transfer of the Project Land so developed.
- 4.1.9 That the Owners have approved the transaction with the Developer envisaged herein freely and unequivocally and have good right, full power, absolute authority and indefeasible title to enter into this Agreement and perform and discharge the obligations contained herein.
- 4.1.10 That all original documents of title in respect of the Project Land are in the custody of the Owners.



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- 4.1.11 The Owners have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Project Land or any part thereof can or may be impeached, encumbered or affected in title or would in any way impair, hinder and/or restrict the Development under this Agreement.
- 4.1.12 The Owners have not entered upon any agreement or contract with any other person in connection with the Project Land or its development/ sale/transfer nor have otherwise dealt with the Project Land or any part thereof prior to execution of this Agreement;
- 4.1.13 There is no difficulty in the compliance of the obligations of the Owners hereunder.

ARTICLE - V

TITLE DEEDS

- 5.1 Title Deeds shall include the records of rights, succession certificates, heirship certificates, documents, instruments, orders, cause papers, etc., in respect of or evidencing ownership of the Owners and shall also include all such documents evidencing title of the erstwhile owners of the Project Land from whom the Project Land has been purchased by the Owners herein from time to time.
- 5.2 The Developer shall be entitled from time to time and at all times to produce, give copies and extracts of and from the original Title Deeds before Government statutory bodies, courts, tribunals, judicial and quasi-judicial forums, service providers, and Transferees in the Building Complex and financial institutions providing finance to the Developer and buyers/Transferees and other persons and authorities as may be required by the Developer. The Owners agree to co-operate with the Developer fully in this regard.
- 5.3 The title deeds are required to be deposited to secure any loans and finances to be obtained by the Developer under the specific provisions made herein in Clause 9.1 hereto. In the event the loan is not availed then the original title deeds shall remain in custody of the Owners. Upon completion of the Project and formation of the Association of transferees thereof, the original title deeds of the Project Land shall be handed over to the Association against proper receipts and acknowledgments thereof.

ARTICLE - VI

DEVELOPER'S REPRESENTATIONS

- 6.1 The Developer made the following several representations and assurances to the Owners which have been completely relied upon and believed to be true and correct by the Owners for the purpose of entering upon this Agreement and the transaction envisaged herein:



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

ARTICLE - VII

OWNERS' OBLIGATIONS

- 7.1 The Owners shall be wholly responsible and liable to cause and ensure the availability of the Project Land towards the Project in terms hereof. In connection with the Project Land as a whole and each and every part thereof, the Owners shall be bound to comply with and meet the following criterions and requirements:
- 7.2 The Owners shall be responsible and liable to amalgamate the Project Land at the cost of the Developer.
- 7.3 The Owners shall at the cost of the Developer construct the Boundary wall.
- 7.4 The Owners shall execute a Power of Attorney in favour of the Developer granting the powers for construction and development including the power to prepare and execute and also present for registration the Agreements for Sale and the Deeds of Conveyances in respect of Units.
- 7.5 The Owners shall hand over permissive possession of the Project Land to the Developer for the purpose of development and make out and keep and maintain, at its costs, good marketable title to the Project Land.
- 7.6 The Project Land and each part thereof shall be free of and from all kinds of Encumbrances created or suffered by the Owners. The Project Land and each and every part thereof shall also be free from any vesting under the Estates Acquisition Act, the Land Reforms Act and/or the Urban Land (Ceiling & Regulation) Act or any other law and there shall be no restriction or prohibition under the said or any other laws for its development and/or transfer in any manner.



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- 7.7 The Owners shall pay and clear all arrears of land revenue, property tax/Panchayat Tax and any other dues or taxes, if any outstanding in respect of the Project Land upto the date of execution of this Agreement. Such taxes & outgoings for the period after such date shall be borne and paid by the Developer. However if it appears that on the date of execution of the Agreement, there are arrears of land revenue, property tax or any other dues or taxes, the same shall be paid by the Developer. However after completion of construction and handing over of possession of the Units therein; such taxes and other levies shall be borne and paid by the Transferees.
- 7.8 Unless otherwise expressly mentioned, the Developer shall not be liable for any costs, charges, outgoings and expenses on any account whatsoever in respect of the several obligations of the Owners contained herein and the Owners shall be exclusively liable therefor.
- 7.9 The Owners shall render all assistance and co-operation to the Developer and sign execute and submit and deliver at the costs and expenses of the Developer, all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time promptly and without any delay, failing which the time periods for construction by the Developer shall stand automatically extended by the periods of delay on the part of the Owners.
- 7.10 Simultaneously with execution of this Agreement, permissive possession of the Project Land has been delivered to the Developer. However, the legal possession of the Project Land is and shall continue to be exclusively with the Owners until completion of construction of the Complex or until such earlier time as the parties may mutually agree and thereafter the Owners and the Developer shall be in joint possession of the Complex as the same are constructed with right to the Developer to deliver possession of the Units (except the Unsold Areas of the Owners) directly to the Transferees thereof on compliance of all its obligations by the Developer under this Agreement.
- 7.11 It is hereby expressly agreed by and between the parties hereto that the possession of the Project Land shall not be given or intended to be given to the Developer under any circumstances whatsoever including in part performance as contemplated by Section 53A of the Transfer of Property Act 1882 read with Section 2 (47) (v) of the Income Tax Act 1961. It is clarified that the transfer of the proportionate share in land shall be completed upon construction of the Units or at such other time as the parties hereto may by mutual consent agree and the consideration for the same and any other right, title or interest thereunder transferred by the Owners shall be the Realizations forming part of the Owner's Share of Realizations.
- 7.12 The Owners shall take out appropriate insurance policies to insure the title of the Project Land as required under the West Bengal Housing Industry Regulation Act, 2017 at the costs and expenses of the Developer, and the Developer shall further make payments of the premium and other payments to secure the Project Land and keep it insured at their own costs and expenses



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ARTICLE - VIII

DEVELOPER'S OBLIGATIONS

- 8.1 The Developer shall construct erect and carry out the development at the Project Land in a good and workman like manner, at its own cost & expenses and at its sole risk in accordance with the Plans and do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules in force at the relevant time. The Developer agrees to develop the Project Land wholly or in phases, as may be discussed later and mutually agreed by the Developer and the Owners in terms of this Agreement.
- 8.2 With effect from the date of execution of this Agreement, the Developer shall carry out necessary survey and soil testing and other preparatory works in respect of the development of the Project Land and for marketing of the proposed Complex at the Developer's risk and cost. The Developer shall be free to set up site office and, put up the hoardings/boards. The Developer shall at all times ensure compliance with any restrictions imposed in this respect by any statutory authorities.
- 8.3 The Developer at its own costs and responsibility shall, within 3 months hereof, obtain from the Planning Authorities, sanction of the Plans, as may be permitted under applicable laws, as the case may be , in connection with the development and also obtain all statutory clearances (including Environment Clearance) required for commencement of construction and development and sale of Units in the Project within 3 (three) months thereafter. In this regard it is clarified that (i) full potential of the Project Land shall be utilized for construction of the Complex, (ii) the Developer shall be responsible for obtaining all sanctions, permissions, clearances and approvals needed for the Project (including final sanction of the Plans), and (iii) all costs and fees for sanctions, permissions, clearances and approvals shall be borne and paid by the Developer. Before submitting the plans for sanction before the appropriate authority, the Developer shall send a copy of the proposed plans to the Owners. The Owners shall within 15 (fifteen) days of receiving the proposed plans offer their suggestions, if any, thereon to the Architects. The decision of the Architects as to the incorporation of the suggestion of the Owners to the proposed plans shall be final and binding on the parties.
- 8.4 The Developer shall commence construction of the Complex within 60 (sixty) days from the date of sanction of Plans or grant of registration of the Project under the West Bengal Housing Industry Regulatory Authority whichever is earlier. ("Date of Commencement of the Project").
- 8.5 The Developer shall in consultation with the Owners be entitled to make any variation and/or modifications in the Plans and/or specifications and/or construction of the new buildings, as may be required to be done from time to time at the instance of the concerned municipality or the sanctioning authority or other appropriate authorities or under any statute or under



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the advice of the Architect. Provided however that such modifications and/or alterations shall be forwarded to the Owners and the Transferees for approval.

- 8.6 All persons employed by the Developer for the purpose of construction such as Architects, contractors, labourers, care-takers, etc., shall be the persons under appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc., or their acts in any manner whatsoever and the Owners shall be kept protected and harmless against any action, if taken or threatened to be taken against the Owners for non-compliance or violation of the said requirements. The Developer shall keep the Owners saved and indemnified in this regard.
- 8.7 The Developer shall be responsible to arrange all necessary finances and/or funds and/or moneys. The Developer also undertakes payment of all interests, charges, costs and expenses as may from time to time be necessary or required for the Project and in this regard the Owners shall not be liable or responsible.
- 8.8 The Developer has already, in terms of the said Joint Development Agreement dated 28th May, 2019, deposited a sum of Rs. 75, 00,000/- (Rupees Seventy Five Lakhs only) as interest free Refundable Deposit to the Owners and the same shall be treated as the Security Deposit under this Agreement. A copy of the said receipt s provided in the said Joint Development Agreement dated 28th May, 2019, is annexed herewith.
- 8.9 The Project shall be completed by the Developer in all respects including providing all required Common Areas, Installations and Facilities and essential services including drainage/sewerage, water, electricity, telephone and any other essential connections and the landscaping and electrification of such Common Areas, Installations and Facilities, as may be required for beneficial use of the Units.
- 8.10 The Developer shall comply with the provisions of all statutes, rules and regulations as are applicable in connection with the development of the Project including The West Bengal Housing Industry Regulation Act, 2017 and the Rules framed thereunder.
- 8.11 The Developer shall not initiate any proceedings/litigation against third parties in the Court in exercise of the authority given to Developer under this Agreement without intimation to the Owners.
- 8.12 The Developer shall purchase and maintain, during the period of construction of the Complex and for a period of five years after the date of obtaining the Completion Certificate in respect thereof, insurance policies (save and except title insurance) as are customarily and ordinarily available in India on commercially reasonable terms and reasonably required to be maintained to insure the Project and all related assets against risks in an adequate amount.
- 8.13 The Developer shall also be responsible for the development of the Project and shall be entitled for itself and on behalf of the Owners, as the case may be, to handle, deal with and/or to look after all matters, disputes, litigations, cases, issues that may arise out of the



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activities while developing the Project Land and construction of the Project thereat, at its own cost and expenses, as also those arising with the Intending Transferees, if any, in the Project.

ARTICLE - IX

FINANCE & MORTGAGE

- 9.1 The Developer shall be entitled to raise construction finance in its name for carrying out the development of the Project and in order to secure such construction finance to create a mortgage of the Developer's Allocation in the Realizations in favour of such banks / financial institutions, without foisting any financial liability upon the Owners, it being expressly agreed and understood that in no event the Owners shall be responsible and/or be made liable for payment of any dues of such banks / financial institutions. It is to be mentioned that construction finance obtained from the banks / financial institutions shall be used by the Developer only for construction of the New Buildings on the Project Land only. The Owners agree from time to time to provide consents, confirmation and no objections or other documents as may be required for such mortgage or charge to be created by the Developer and also agree to sign necessary loan and other agreements and power of attorney with the bankers or financiers in connection with the above Provided That the Owners shall not be liable in any manner for repayment thereof or any consequence of default in such repayment. In case owing to any loans or finances obtained by the Developer, the Owners suffer any losses or damages due to any non repayment, delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of its obligations in respect of any such loan or liability whatsoever, the Developer shall indemnify and keep the Owners saved harmless and indemnified in respect thereof.

ARTICLE - X

SANCTIONS & DEVELOPMENT – RIGHTS AND RESPONSIBILITIES

- 10.1 All applications, plans, papers and other documents as may be required for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer in consultation with the Owners. All costs and expenses including Architect's fees charges and expenses required to be paid or deposited for exploitation of the Project Land shall be borne by the Developer.
- 10.2 The Developer shall obtain the registration certificate in respect of the Project from the West Bengal Housing Industry Regulatory Authority formed under the provisions of the West Bengal Housing Industry Regulation Act, 2017 and shall comply with the provisions of the said Act.



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- 10.3 During the period of construction of the Complex, the Owners may undertake periodical inspection of the Project, assisted by an Engineer, if felt necessary. Suggestions/ observations, if made on such inspection, shall be communicated to the Developer, who shall discuss the same with the Architect and implement, if feasible.
- 10.4 The Developer shall be entitled to develop and construct the Complex on the Project Land in accordance with the Plan. The type of construction, specification of materials to be used for the construction of the New Buildings comprising the Units in the Project shall be of Specifications as provided in **FIFTH SCHEDULE** hereto.
- 10.5 The Developer shall be entitled to apply for and to obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the proposed Complex, at its own cost and the Owners shall sign all the papers etc. as may be required for the purpose.
- 10.6 The Developer shall demolish the existing structures, if any, on the Project Land and appropriate the debris, salvage and materials thereon and/or realisations therefrom.
- 10.7 The Developer shall be entitled to pay various fees, costs and charges to concerned authorities as may be necessary for the purpose of carrying out the development work on the Project Land and to claim refund of such deposits so paid and to give valid and effectual receipts in connection with the refund of such deposits in its own name or in the name of the Owners or in the joint name, as may be required.
- 10.8 The Developer shall abide by all laws, by-laws, rules and regulations of the appropriate Government and local bodies relating to development of the Project Land and to be observed by it under this Agreement and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, by-laws, rules and regulations. The Developer hereby agrees to keep the Owners saved harmless and indemnified against all punitive actions, loss, damage, accidents, mishaps, liabilities, fines, penalties, compensation, costs charges and expenses, resulting due to omission, non compliance, lapses or violations of any law, bye-law, rules and regulations concerning the development of the Project Land and/or any accident or mishap arising out of faulty design, construction or workmanship and arising as a result of the acts and omissions of the Developer.
- 10.9 The Developer shall, in consultation with the architect and the Owners, determine and ascertain the super built-up / built-up / carpet / chargeable area of the spaces in the Project.
- 10.10 Unless extended by the parties mutually, the Developer shall complete the construction of the Complex within 4(four) years of the date of receipt of the last of all clearances and certificates by the appropriate Government authorities to commence and carry out the development of the Complex.



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- 10.11 The Developer shall be deemed to have constructed and completed any constructed area in the Complex if the Developer has constructed the same as per the agreed Specifications and provided reasonable ingress and egress and obtained water, electricity and drainage connections (if and to the extent applicable for such constructed area) and obtained the Completion Certificate from the appropriate authority in respect thereof. The Developer shall be at liberty to carry out construction in a phase wise manner and obtain partial completion certificates in respect thereof.
- 10.12 To enable the expeditious construction of the Project by the Developer, various acts, deeds, matters and things not herein specifically referred to and as may be required to be done by the Developer shall, if found to be in order, be ratified and confirmed by the Owners and, in addition, the Owners hereby agrees, upon being required by the Developer in this behalf, to sign and execute all such additional applications and other documents which may be reasonably required for such purposes.
- 10.13 The Developer shall in consultation with the Owners, frame all rules and regulations regarding the usage and rendition of common services to the Intending Transferees and also the common restrictions which should be normally kept in the agreements / contracts for grant of right of use of the Units in the Project to the Intending Transferees.
- 10.14 All Common Areas, Installations and Facilities in the Project shall be managed by the Developer throughout the subsistence of this Agreement.
- 10.15 The Developer shall upon Completion of Construction of the Project form one or more Maintenance Company and/or Association for the Common Purposes and till then, the Developer shall be in charge for the Common Purposes.
- 10.16 Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Developer shall be free to appoint different agencies or organizations for any activities relating to Common Purposes at such consideration and on such terms and conditions as the Developer may deem fit and proper in consultation with the Owners. All charges of such agencies and organizations shall be part of the Common Expenses.
- 10.17 Notwithstanding any formation of Association or handover of charge to it, neither the Association nor the members thereof or any Transferee shall be entitled to frame any rule or regulation or decide any condition which may affect any right or privileges of the parties hereto.



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ARTICLE - XI**MARKETING OF PROJECT AND MANNER**

- 11.1 The marketing of the Project and all Units therein shall be done and conducted by the Developer on the terms and conditions hereinafter contained.
- 11.2 The Developer shall pay all costs pertaining to marketing, branding and advertising. In addition to such costs the Developer shall also be liable to appoint brokers and pay such brokerage, and such brokerage shall be included in the marketing costs of the Developer.
- 11.3 The Developer shall accept bookings and make allotments, in respect of the Units in favour of any Transferees and to cancel revoke or withdraw the same (if the situation so warrants) at the rates and prices and other terms and conditions to be decided by the Developer and the Owners' Named Representatives jointly or as may be revised by them from time to time.
- 11.4 It is agreed by the parties that for sale of Units, they will mutually finalise the following:-
 - 11.4.1 standard form of Provisional Allotment Letter, Unit Sale Agreement and Conveyance Deed;
 - 11.4.2 Sale Price of units, parking spaces & other areas from time to time; and
 - 11.4.3 schedule of payments to be collected from transferee/s.
- 11.5 In case Transfers are slow or the rates decided by the parties are not found acceptable in the market, then based on the recommendations made by the marketing agents, the parties shall by mutual consent make variations in the same and give such discounts and employ such schemes as would be conducive to transfers of the Units.
- 11.6 The decisions shall be taken in meetings called by the Developer or the Owner's Named Representatives and shall be recorded in writing and signed by the Developer and the Owners' Named Representatives. In case the Developer and the Owners' Named Representatives fail to decide the rates and prices by mutual consent, the rates and prices suggested by the sole or majority of the marketing agents appointed for the Transfers shall be accepted as final.
- 11.7 The Developer and the Owners' Named Representatives shall jointly select, appoint or discontinue the Marketing Agents, brokers, sub-brokers and other agents for Transfer of the Units at such charges and terms and conditions as they may deem fit and proper.
- 11.8 The agreements and final transfer deeds or deeds and other documents of transfer relating to the Units shall have both the Owners and the Developer as parties and shall be executed by the Developer for itself and on behalf of the Owners as their Constituted Attorney.



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- 11.9 The Developer shall be entitled to receive the Realisations from the Intending Transferees in respect of the sale of the Units in favour of such Intending Transferees and give receipts thereof to such Intending Transferees on behalf of itself and the Owners.
- 11.10 Any interest, damage or compensation payable to any Transferee or other person relating to the Complex, otherwise than due to delay or default on the part of the Developer in compliance of its obligations towards the Transferees in accordance with the agreements to be entered by the Developer with the Transferees or due to any delay or default by the Owners in complying with its obligations hereunder, shall be payable by the parties in default. Such interest, damage or compensation payable to any Transferee shall be entirely payable by the Developer if the same arises due to delay or default on the part of the Developer in compliance of its obligations towards the Transferees in accordance with the agreements to be entered by the Developer with the Transferees or by the Owners if the same arises due to any delay or default by the Owners in complying with its obligations hereunder in Internal Agreed Proportion.
- 11.11 The Transferees shall be entitled to take loans for the purpose of acquiring specific Units from banks, institutions and entities granting such loans. The Owners and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents, etc. as be required in this regard by such banks, institutions and entities provided that there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Project except the Unit and appurtenances under sale or Transfer and save those occasioned due to cancellation of the agreement with the Transferee. The liability arising out of any such cancellation shall be to the account of the party which is in default. The Developer shall also be entitled to get the Project approved from the Banks and/or Financial Institutions to enable the persons interested in acquiring and owning Units to take loans from any such Banks or Financial Institutions.
- 11.12 The parties agree that, subject to the provisions contained herein, if the Developer is unable to transfer or market all the Units comprised in the said Complex within a period of 6 [Six] months or any date mutually agreed by all the parties, from the date of obtaining Completion Certificate or closure of the entire loan (if any) obtained from any Bank or Non Banking Financial Company for the purpose of development of the Project, whichever is later, the parties shall mutually demarcate the Unsold Units of the Project comprised in the said Complex according to the market value on the expiry of the aforesaid period in accordance with the Agreed Ratio, as defined in clause 1.1(i) above and shall be entitled to deal with the same in any manner as the parties desire. The Owners shall convey the undivided proportionate share in the land appurtenant to the areas of the Developer's Allocation to the Developer and/or their nominee or nominees and in exchange the Developer shall convey the constructed areas forming part of the Owners' Allocation to the Owners and/or their nominee or nominees. It is clarified that the consideration for the transfer of land share attributable to such Unsold Areas of the Developer shall be the construction cost of the Unsold Areas of the Owners. It is further agreed between the parties that after such



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allocation, each party shall pay the Extra Charges and Deposits in respect of their respective Allocation's.

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

ARTICLE –XII

REALISATIONS, EXTRAS & DEPOSITS AND DISTRIBUTION

- 12.1 The Owners shall be entitled to 40% (forty percent) of the Realizations AND the Developer shall be entitled to (a) 60% (sixty percent) of the Realizations and (b) the entirety of all Extras and Deposits [save to the extent that the liability of refund / transfer of deposits to the Transferees / Association / Maintenance Body shall solely be that of the Developer].
- 12.2 The Developer shall receive the Realizations (including booking amounts, earnest money, part payments, consideration) and Extras and Deposits. Aggregate of Realizations and Extra and Deposits and other amounts on any account receivable from the Transferees and other persons in respect of the Project (hereinafter also referred to as 'Project Revenues') shall be deposited in a Designated bank account to be opened by the Developer.
- 12.3 Instructions shall be given to the bank holding the Designated Account for transfer of 70% of the amounts recievedor such percentage as may be required under the provisions of the West Bengal Housing Industry Regulations Act of 2017 (act of 2017) to anEscrow Account to be opened under the said Act.
- 12.4 Balance 30% of the amounts receivedand amount withdrawn from the said Escrow Account (under Act of 2017) on submission of certificates for percentage completion of the Project shall be transferred to a separate bank account ("Construction Account") to be maintained with the Developer and to be utilized by the Developer to meet the Project Costs with adequate provision for funds requirement for the following three months.
- 12.5 The parties hereby accept and agree that strict compliance of the provisions of clause 12.3& 12.4 above shall always be considered as the most important essence of this Agreement and any breach of it shall be considered serious violation of the covenant on the part of the parties.
- 12.6 All Transferees will be required to be notified about mentioning of the name of the Designated Account in the cheques and other instruments for making payments relating to the Complex and all booking forms and agreements shall specify the requirement for payment by the Transferees in the name of the Designated Account.



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- 12.7 In case due to cancellation of any booking or agreements/contracts or any other reason, any part of the amounts received becomes refundable or payable to any Transferee, the Developer shall refund the same from the Construction Account.
- 12.8 The Developer shall maintain proper separate accounts pertaining to all the transactions relating to transfer of the Units in the Complex and the Extras, Deposits and other amounts received by the Developer and such accounts shall be audited quarterly by mutually appointed auditors. The Owners shall have at all times full and free access and liberty to inspect such separate Books of Accounts of the Developer relating to transactions for Marketing of the Complex.
- 12.9 After fulfillment of this agreement or at such time as the parties mutually agree, the final accounts pertaining to the entire period of continuance of this agreement shall be made and finalized by the parties.
- 12.10 With effect from the date when booking of Units is started, by the 7th day of each succeeding month, the Developer will submit a statement containing details of transactions entered into with the Intending Transferees along with the statement of the Designated Account and Escrow Account (under Act of 2017), during the immediately preceding month, with relevant particulars and other details. For the purpose of accounting and settlement, the parties shall make all necessary entries and adjustments in their respective books of account in respect of their respective share of the Project Revenues.
- 12.11 Goods and Services Tax, and all other taxes, impositions or levies, as may be imposed or levied by any statutory or governmental body or authority upon the development of the Project Land or matters connected therewith (**Taxes**), if any, relating to the development and construction of the Project shall be paid and borne solely by the Developer who shall comply with the applicable provisions regarding the same and keep the Owner indemnified in this regard. The Taxes in respect of the sale to the Intending Transferees shall be collected by the Developer from the Intending Transferees. Deposit of such Taxes with the concerned authority in accordance with law in respect of transfer of the Units to the Intending Transferees and complying with applicable provisions regarding the same shall be the responsibility of the Developer. The Developer shall also make all compliances relating to TDS on all payments made in course of development of the Complex.
- 12.12 Tax Deductible at Source (as applicable) will be deducted on the payments to be made to the Owners of the Owners' Allocation.



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ARTICLE - XIII**PARTIES' COVENANTS****13.1 The Owners do hereby covenant with the Developer as follows:**

- 13.1.1 That each and every representation made by the Owners hereinabove are all true and correct and the Owners agree and covenant to perform each and every obligation.
- 13.1.2 That with effect from the date of execution hereof, the Owners shall neither deal with, transfer, let out or create any Encumbrance in respect of the Project Land or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.
- 13.1.3 The Owners shall not act in any manner which is detrimental to this agreement or goes against the terms and conditions of this agreement.
- 13.1.4 Authority of Owners' Named Representative: Unless changed by the Owners hereafter and communicated to the Developer in writing, only the Owners' Authorised Representatives shall be and are hereby Authorised by the Owners to deal with the Developer in all matters involving the Project. The acts of the Owners' Named Representatives in all matters referred to herein shall bind the Owners, except that no notice of termination or revocation of this Agreement or the Power of Attorney can be issued by the Owners' Named Representatives.

13.2 The Developer do hereby covenant with the Owner as follows:

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



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ARTICLE - XIV**GENERALLY**

- 14.1 The Developer shall be authorised and empowered and wherever possible in its own name as Developer to apply for and obtain all permission, approval and clearances from any authority whether local, state or central for the construction of the Project and also to sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the appropriate authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or development on the Project Land or any portion thereof and/or for obtaining any utilities and permissions.
- 14.2 The Developer hereby agrees and covenants with the Owners not to transfer and/or assign this Agreement or any rights or benefits hereunder in favour of any third party, without the prior written consent of the Owners. Any transfer of shares or the doing or not doing of any other act deed or thing which results in the management and control of party being changed shall be deemed to be an assignment without consent.
- 14.3 The Developer agrees to indemnify, keep indemnified, defend and hold harmless the Owners and its assigns and agents against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with respect to any non-compliances, by the Developer, of the Applicable Laws for development and construction of the Project.
- 14.4 All costs, charges and expenses incidental to the construction of the Project, including cost of materials, Architect's fees shall be borne, paid and discharged by the Developer and the Developer hereby agrees to indemnify and keep indemnified the Owners from and against all suits, proceedings, actions, claims and/or demands, costs, expenses and loss whatsoever relating to or in respect of the same.
- 14.5 The Developer shall indemnify and always keep the Owners, its employees, assigns and agents indemnified and harmless against:
- 14.5.1 all claims, damages, compensation or expenses payable in consequence of any injury or accident or death sustained by any workmen or other persons during construction and/or upto the completion of the Project in all respect upto handing over possession of Units to the intending purchasers and the Owners shall at the cost of the Developer defend any action filed in respect of such injury brought under the Employees Compensation Act or other provisions of law.
- 14.5.2 any lien or charges claimed or enforced against any material supplied in construction of the Complex by any supplier of such materials.
- 14.5.3 all acts, commissions, omissions, negligence and deviation in respect of the Plans with such modification as be approved by the concerned authority in regard to meeting its obligations as herein mentioned and against all claims, demands, right



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and actions of all workmen, engineers, architects and their successors to be employed in the Project.

- 14.6 If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall inform the other Party in writing within 15(fifteen) days of the commencement of the event of Force Majeure specifying the nature and extent of the circumstances giving rise to the event/s of force majeure. Similar notice in writing shall also be given upon cessation of the Force Majeure event. Subject to written notifications as above with proof of service, neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall upon occurrence and cessation of any event constituting Force Majeure be extended by the same period as the period of Force Majeure event.
- 14.7 It is agreed and recorded that the said Complex shall be named as may be mutually agreed upon.
- 14.8 The documents of transfer of the Units in the Project in favour of the Intending Transferees shall be prepared by Fox & Mandal, Solicitors and Advocates, 206, AJC Bose Road, Kolkata - 700 017 ("**Project Advocates**"). The same shall contain similar rights and obligations regarding the usage and enjoyment of all the constructed spaces of the new buildings. The fees and cost of preparation, stamping, registration and other charges of the Agreements and the Deeds shall be borne and paid by the Transferees of all the constructed spaces of the new building.
- 14.9 If at any time additional / further constructions become permissible on the Project Land due to change in any law or Building Rules or otherwise, then such additional/further constructions shall be made by the Developer at its own costs and the Realisations, if any, in respect thereof shall be shared by the Owners and the Developer in the Agreed Ratio. However prior to availing such benefit of additional construction the Developer shall communicate and obtain the consent of intending transferees in accordance with applicable laws.
- 14.10 Nothing in these presents including possession shall be construed as a demise or assignment or conveyance in law by the Owners to the Developer or creation of any right, title or interest in respect thereof in favour of the Developer other than undertaking of Development by the Developer in terms hereof. The Owners are and shall continue to be the Owner of their land rights in all respect till the execution of Conveyances for transfer of proportionate land rights in favour of the Transferees as provided herein.
- 14.11 It is understood that to facilitate the Project, various acts deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not



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have been mentioned herein. The Owners hereby undertakes to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.

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

ARTICLE - XV

DISPUTE RESOLUTION AND FORUM

- 15.1 In case of any dispute, differences or questions arising between the parties with regard to the interpretation, meaning or scope of this Agreement or any rights and liabilities of the parties under this Agreement or out of this Agreement or in any manner whatsoever concerning this Agreement, the parties shall endeavor to settle the dispute amicably. In case no amicable



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settlement is arrived, the same shall be referred to the sole arbitration of Mr. Debanjan Mandal, Partner, Fox & Mandal, Advocates & Solicitors. The arbitration shall be held according to the rules of the Arbitration and Conciliation Act, 1996, and/or statutory modification or enactment thereto and the Award made and published by the Arbitrators shall be final and binding on the parties. Arbitration shall be held in Kolkata and the language shall be in English.

- 15.2 Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.
- 15.3 Courts of Calcutta jurisdiction alone shall have the exclusive jurisdiction to try, entertain and consider all actions suits and proceedings arising out of this Agreement.

ARTICLE - XVI

MISCELLANEOUS

- 16.1 All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of dispatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered speed post without the same being served. Notice to Owner's Named Representatives shall always be deemed to be a sufficient notice to Owners herein. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.
- 16.2 The parties have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the parties in any manner nor shall the parties constitute an association of persons.
- 16.3 Failure or delay by either party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the right of such party to require performance of that provision. A waiver on one occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.
- 16.4 Neither party hereto can unilaterally cancel or rescind this Agreement at any time unless such party is entitled to do so by express terms of this Agreement contained elsewhere herein upon default of the other party.
- 16.5 This Agreement constitutes the entire agreement between the parties and revokes and supersedes all previous discussions, correspondence and agreements between the parties, written oral or implied.



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- 16.6 If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.
- 16.7 No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the parties.

THE FIRST SCHEDULE ABOVE REFERRED TO:

[PROJECT LAND]

ALL THAT the piece and parcel of land measuring 16.96 Bighas, be the same a little more or less, together with structures erected thereon comprised in *Dag nos.* 713/1694, 725, 728 (P), 729, 731, 733, 797, 797/1664, 799, 800, 807, 808, 809, 810, 811 (P), 812, 815 (P), 821, 822, 823(P), 824, 829(P) & 889, Khaitan Nos. 1168, 1171, 1170, 1169, 1167, 1160, 1156, 1155, 1154, 1448, 1449, 1447, 1446, 1445, 1468, 1432, 1437, 1435, 1443, 1444, 1462, 1463, 1456, 1457, 1459, 1458, 1441, 1460, 1440, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1439, 1436, 1434, 1433 1543, 1541, 1539, 1537, 1545, 1549, 1522, 1594, 1592, 1593, 1595, 1596, 1594, lying and situated at Mouza-Bade Hugli, J.L. No. 80, P.S. Sonarpur, A.D.S.R.O Sonarpur, Poleghat Gram Panchayat, District-South 24 Parganas, delineated in the Plan attached hereto and duly bordered thereon in "Red" and butted and bounded as follows:

On the North : Dag No. 888, 887, 803, 804, 805, 806, 818, 811(P), 815(P), 820, 829(P)

On the South : Dag No. 798, 732, 734, 728(P), 726, 724, 713, 825, 826, 705, 828.

On the East : Eastern Metropolitan Bye Pass

On the West : Panchayat Road, Dag No. 794, 795, 796, 798, 732.

The Project Land is comprised of aforesaid Dags in the following manner:



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SL. No.	L.R. Dag No.	ROR	Area (in decimals)
1	725	Bastu	23
2	729	Housing Complex	14
3	731	Multistoried Housing	32
4	733	Housing Complex	17
5	797	Multistoried Housing	14
6	799	Multistoried Housing	57
7	800	Housing Complex	36
8	807	Multistoried Housing	17
9	808	Multistoried Housing	31
10	809	Bastu	34
11	810	Bastu	12
12	811 (P)	Multistoried Housing	52
13	812	Multistoried Housing	53
14	815 (P)	Multistoried Housing	43.56
15	821	Commercial Complex/Bastu	34
16	822	Commercial Complex/Bastu	16
17	823 (P)	Doba	4.75
18	824	Doba	3
19	829 (P)	Commercial Complex/Bastu	26.45
20	889	Housing Complex	10
21	713/1694	Bastu	11
22	728 (P)	Housing Complex	10
23	797/1664	Housing Complex	10
Total			560.76



ADDITIONAL REGISTRAR
OF ASSURANCES IN KOLKATA

06 JUL 2020

**THE SECOND SCHEDULE ABOVE REFERRED TO:
(DETAILS OF OWNERSHIP OF THE OWNERS)**

Mouza - Bade Hugli, J.I. - 80, P.S. - Sonarpur, Dist. 24 Parganas (S)							
SL. No.	L.R. Dag No.	Total Area in Decimals	Purchased area in decimals	Name of Owners	Deed Nos. & year	Date of Regn	khatian Nos.
1	821	34	34	Ebony Buildcon LLP	3327/2012	11.04.2012	1168
				Ebony Tower Pvt. Ltd.			1171
				Ebony Enclave Pvt. Ltd.			1170
				Ebony Complex LLP			1169
				Ebony Developers Pvt. Ltd.			1167
				Eligible Devcon Pvt. Ltd.			1160
2	822	16	16	Ebony Buildcon LLP	3334/2012	11.04.2012	1168
				Ebony Tower Pvt. Ltd.			1171
				Ebony Enclave Pvt. Ltd.			1170
				Ebony Complex LLP			1169
				Ebony Developers Pvt. Ltd.			1167
				Eligible Devcon Pvt. Ltd.			1160
3	823(P)	10	4.75	Ebony Buildcon LLP	3334/2012	11.04.2012	1168
				Ebony Tower Pvt. Ltd.			1171
				Ebony Enclave Pvt. Ltd.			1170
				Ebony Complex LLP			1169
				Ebony Developers Pvt. Ltd.			1167
				Eligible Devcon Pvt. Ltd.			1160
4	824	3	3	Ebony Buildcon LLP	3327/2012	11.04.2012	1168
				Ebony Tower Pvt. Ltd.			1171
				Ebony Enclave Pvt. Ltd.			1170
				Ebony Complex LLP			1169
				Ebony Developers Pvt. Ltd.			1167
				Eligible Devcon Pvt. Ltd.			1160
5	829 (P)	66	26.45	Interface Developers Pvt. Ltd.	3427/2012	11.04.2012	1156



ADDITIONAL REGISTRAR
OF ASSURANCES IN KOLKATA

13 JUL 2020

				Imagine Infra Projects LLP			1155
				Wonder Realestate Pvt. Ltd.			1154
6	713/16 94	11	11	Roxy Realtors pvt. Ltd	1681/2016	11.03.2016	1448
				Settlement Realtors pvt. Ltd	1680/2016		1449
				Rajat Foundation pvt. Ltd.	4203/2012, 3020/2017	22.05.2012 14.06.2017	1447
				Rosine Nirman LLP			1446
				Dhansanchay Properties LLP			1445
				Prosperous Infrastructure LLP	7105/2015	24.09.2015	1468
				Marvelous Buildcon LLP	7294/2016,	08.12.2016	1432
				Remarkable Abasan Pvt. Ltd.	7296/2016, 7339/2016,		1437
				Richtouch Realestate Pvt. Ltd.	7340/2016, 7550/2016	13.12.2016	1435
				Siddhibhumi Housing Pvt. Ltd.			1443
				Skyspace Infrastructure Pvt. Ltd.		22.12.2016	1444
7	809	34	34	Roxy Realtors Pvt. Ltd	1681/2016	11.03.2016	1448
				Settlement Realtors Pvt. Ltd	1680/2016		1449
				Rajat Foundation Pvt. Ltd.	4203/2012, 3020/2017	22.05.2012 14.06.2017	1447
				Rosine Nirman LLP			1446
				Dhansanchay Properties LLP			1445
				Prosperous Infrastructure LLP	7105/2015	24.09.2015	1468
				Marvelous Buildcon LLP	7294/2016,	08.12.2016	1432
				Remarkable Abasan Pvt. Ltd.	7296/2016, 7339/2016,		1437
				Richtouch Realestate Pvt. Ltd.	7340/2016, 7550/2016	13.12.2016	1435
				Siddhibhumi Housing Pvt. Ltd.			1443
				Skyspace Infrastructure Pvt. Ltd.		22.12.2016	1444
8	810	12	12	Roxy Realtors pvt. Ltd	1681/2016	11.03.2016	1448
				Settlement Realtors pvt. Ltd	1680/2016		1449



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA

16 JUL 2020

				Rajat Foundation Pvt. Ltd.	4203/2012, 3020/2017	22.05.2012 14.06.2017	1447
				Rosine Nirman LLP			1446
				Dhansanchay Properties LLP			1445
				Prosperous Infrastructure LLP	7105/2015	24.09.2015	1468
				Marvelous Buildcon LLP	7294/2016,	08.12.2016	1432
				Remarkable Abasan Pvt. Ltd.	7296/2016, 7339/2016,		1437
				Richtouch Realestate Pvt. Ltd.	7340/2016, 7550/2016	13.12.2016	1435
				Siddhibhumi Housing Pvt. Ltd.			1443
				Skyspace Infrastructure Pvt. Ltd.		22.12.2016	1444
9	731	32	32	Dhiman Realtors Pvt. Ltd.	5618/2015, 5619/2015,	30.06.2015	1462
				Fennel Infracon Pvt. Ltd.	5620/2015 5621/2015		1463
				Fancy Infracon Pvt. Ltd.			1456
10	797	14	14	Astonising Developers Pvt. Ltd.	6508/2014 6509/2014	20.08.2014	1457
				Attractive Housing Pvt. Ltd.			1459
				Enjoyment Projects Pvt Ltd.			1458
				Greenhigh Realcon Pvt. Ltd.			1441
				Greenimage Realty Pvt. Ltd.			1460
				Pleasure Tower Pvt. Ltd.			1440
11	799	57	57	Astonising Developers Pvt. Ltd.	6510/2014, 6511/2014,	20.08.2014	1457
				Attractive Housing Pvt. Ltd.	6512/2014, 6513/2014,		1459
				Enjoyment Projects Pvt Ltd.	6514/2014, 6515/2014		1458
				Greenhigh Realcon Pvt. Ltd.	6516/2014		1441
				Greenimage Realty Pvt. Ltd.			1460



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OF ASSURANCES-IV, KOLKATA

15 JUL 2020

				Pleasure Tower Pvt. Ltd.			1440
12	807	17	17	Quickgrow Properties LLP	4199/2014 4202/2014	03.06.2014	1269
				Rajat Projects Pvt. Ltd.			1270
				Rosette Properties Pvt. Ltd.			1271
				Sapnasuraha Nirman Pvt. Ltd.			1273
				Gajgami Realcon LLP			1274
				Lovedeal Nirman LLP			1275
				Alokbarsha Properties Pvt. Ltd.			1276
				Sukalyan Properties Pvt. Ltd.			1277
				Mangalbarsha Properties LLP			1278
				Magnetictouch Properties Pvt. Ltd.			1279
				Jagran Properties Pvt. Ltd.			1280
				Aqualina Properties LLP			1281
				Touchwin Properties LLP			1282
				Subhakamana Developers Pvt. Ltd.			1283
				Rudramala Realty Pvt. Ltd.			1284
13	808	31	31	Quickgrow Properties LLP	4196/2014, 4197/2014, 4203/2014 4204/2014	03.06.2014	1269
				Rajat Projects Pvt. Ltd.			1270
				Rosette Properties Pvt. Ltd.			1271
				Sapnasuraha Nirman Pvt. Ltd.			1273
				Gajgami Realcon LLP			1274
				Lovedeal Nirman LLP			1275
				Alokbarsha Properties Pvt. Ltd.			1276
				Sukalyan Properties Pvt. Ltd.			1277
				Mangalbarsha			1278



ADDITIONAL REGISTRATION
OF ASSIGNED OFFICIALS

U/6 JUL 2023

				Properties LLP			
				Magnetictouch Properties Pvt. Ltd.			1279
				Jagran Properties Pvt. Ltd.			1280
				Aqualina Properties LLP			1281
				Touchwin Properties LLP			1282
				Subhakamana Developers Pvt. Ltd.			1283
				Rudramala Realty Pvt. Ltd.			1284
				Rajat Foundation Pvt Ltd			1272
14	811 (P)	68	52	Quickgrow Properties LLP.	4184/2014, 4194/2014, 4195/2014 4198/2014	03.06.2014	1269
				Rajat Project Pvt. Ltd.			1270
				Rosette Properties Pvt. Ltd.			1271
				SapnasurahaNirman Pvt. Ltd.			1273
				GajgamaniRealcon LLP			1274
				LovedealNirman LLP			1275
				Alokbarsha Properties Pvt. Ltd.			1276
				Sukalyan Properties Pvt. Ltd.			1277
				Mangalbarsha Properties LLP			1278
				Magnetictouch Properties Pvt. Ltd.			1279
				Jagran Properties Pvt. Ltd.			1280
				Aqualina Properties LLP			1281
				Touchwin Properties LLP			1282
				Subhakamana Developers Pvt. Ltd.			1283
				Rudramala Realty Pvt. Ltd.			1284
15	812	53	53	Quickgrow Properties LLP.	4185/2014, 4186/2014, 4188/2014, 4189/2014, 4190/2014 4191/2014	03.06.2014	1269
				Rajat Project Pvt. Ltd.			1271
				Rosette Properties Pvt. Ltd.			1272
				SapnasurahaNirman Pvt. Ltd.			1273



ADDITIONAL REGISTRAR
OF ASSURANCES IN KOLKATA

15 JUL 2020

				GajgamiRealcon LLP			1274
				LovedealNirman LLP			1275
				Alokbarsha Properties Pvt. Ltd.			1276
				Sukalyan Properties Pvt. Ltd.			1277
				Mangalbarsha Properties LLP			1278
				Magnetictouch Properties Pvt. Ltd.			1279
				Jagran Properties Pvt. Ltd.			1280
				Aqualina Properties LLP			1281
				Touchwin Properties LLP			1282
				Subhakamana Developers Pvt. Ltd.			1283
				Rudramala Realty Pvt. Ltd.			1284
16	815 (P)	44	43.56	Shivrashi Abasan Pvt. Ltd.	5305/2014, 5306/2014,	09.07.2014	1439
				Subhlife Real Estate Pvt. Ltd.	5307/2014, 5308/2014,		1436
				Swarnachura Properties Pvt. Ltd.	5309/2014 5310/2014		1434
				Ultrafocus Properties Pvt. Ltd.			1433
17	800	36	36	Aadrika Commercial Pvt. Ltd.	2641/2017 2160/2019	25.05.2017 02.03.2019	1541
				Exceptional Properties LLP			1543
				Petunia Commotrade Pvt. Ltd.			1537
				Ebony Complex LLP			1545
				Ebony Buildcon LLP			1539
18	889	10	10	Fabulous Nirman Pvt. Ltd.	4823/2017	11.09.2017	1549
19	797/16 64	10	10	Aadrika Distributors Pvt. Ltd.	6470/2017, 0585/2018, 1308/2018 3005/2018	13.12.2017, 01.02.2018, 07.03.2018, 15.05.2018	1522



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OF ASSURANCES IN KOLKATA

13 6 JUL 2020

20	729	14	14	Rajat Blisscity Infrastructure Pvt. Ltd.	1069/2019	19.02.2019	1594
				Dayaswarup Commodeal Pvt. Ltd.			1592
21	725	23	23	Roxy Realtors Pvt. Ltd	1681/2016	11.03.2016	1448
				Settlement Realtors Pvt. Ltd	1680/2016		1449
				Rajat Foundation Pvt. Ltd.	4203/2012, 3020/2017	22.05.2012 14.06.2017	1447
				Rosine Nirman LLP			1446
				Dhansanchay Properties LLP			1445
				Prosperous Infrastructure LLP	7105/2015	24.09.2015	1468
				Marvelous Buildcon LLP	7294/2016, 7296/2016, 7339/2016, 7340/2016, 7550/2016	08.12.2016	1432
				Remarkable Abasan Private Limited			1437
				Richtouch Realestate Private Limited		13.12.2016	1435
				Siddhibhumi Housing Private Limited			1443
				Skyspace Infrastructure Private Limited		22.12.2016	1444
22	733	17	17	Dayaswarup Commodeal Pvt. Ltd.			1592
				Ultrashine Real Estate Pvt. Ltd.			1593
				Quickgrow Housing Pvt. Ltd.			1595
23	728(P)	20	10	Durvish Shoppers Pvt. Ltd.	1727/2019	19.03.2019	1596

THE THIRD SCHEDULE ABOVE REFERRED TO:
(EXTRAS & DEPOSITS)

EXTRAS shall include:

- 1.1.1 Any type of taxes like GST, local taxes and any other statutory levy or tax etc., payable to any government authority or local body;
- 1.1.2 Any EDC/IDC charges payable to any government authority or any local body etc.;
- 1.1.3 all costs, charges and expenses on account of bringing electricity lines/connections, HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts payable to the electricity service provider;



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

13/6/JUL 2023

- 1.1.4 all costs, charges and expenses on account of bringing water lines/connections and all the amounts payable to the provider thereof;
- 1.1.5 Security or any other deposit (including minimum deposits or any deposit by any name called) and all amounts or increases thereof payable to the electricity service provider for electricity water and any other connection or service at the Complex.
- 1.1.6 all costs, charges and expenses on account of one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like) for the Complex ;
- 1.1.7 External pipelines, sewerage treatment plants etc.,
- 1.1.8 Betterment fees, development charges, and other levies taxes duties and statutory liabilities that may be charged on the Subject Property or the buildings or the Units or on their transfer or construction partially or wholly, as the case may be.
- 1.1.9 Stamp duty and registration fee, if collected from the prospective transferees of saleable spaces and other spaces areas rights or benefits at the Said Property
- 1.1.10 Cost of extra work carried out exclusively at the instance of prospective Transferees of saleable spaces and other spaces areas rights or benefits at the Said Property beyond the specified specification.
- 1.1.11 Any deposit for electricity suppliers, society, formation charges, local charges, deposits/security received from transferees of saleable 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 saleable spaces and other spaces areas rights or benefits at the Said Property.
- 1.1.12 Amounts received from transferees of saleable spaces and other spaces areas rights or benefits at the Said Property or as extras on account of (a) Transformer & Electricity Charges, (b) DG Charges, (c) Gas Bank Charges, (d) Cancellation Charges, (e) Legal Charges, (f) Guarding Charges, (g) Charges for formation of Association for maintenance, (h) any other extra facility / reimbursable expenses (example air - conditioning) provided on mutual discussion to the flat owner of which reimbursement is required, (i) Club Charges including interiors, and also those received as deposits / advances against rates and taxes, maintenance charges etc.
- 1.1.13 Intercom, CCTV or any other chargeable facility as may be decided by the developer.
- 1.2. **DEPOSITS (which shall be interest free) shall include:**
 - 1.2.1 Deposit on account of maintenance charges, electricity, water, other facilities, common expenses, rates and taxes, sinking fund etc,



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

15 JUL 2020

THE FOURTH SCHEDULE ABOVE REFERRED TO:**(INTERNAL AGREED PROPORTION)**

Sl. No.	Name of Companies	%age Revenue Share
1	Aqualina Properties LLP.	1.11
2	Dhansanchay Properties LLP.	0.75
3	Ebony Buildcon Pvt. LLP.	3.74
4	Ebony Complex LLP.	3.74
5	Dhiman Realtors Pvt. Ltd.	0.52
6	Exceptional Properties LLP.	0.88
7	Fabulous Nirman Pvt. Ltd.	0.87
8	Gajgamani Realcon LLP	1.11
9	Imagine Infra Projects LLP.	4.15
10	Lovedeal Nirman LLP.	1.11
11	Mangalbarsha Properties LLP.	1.11
12	Marvelous Buildcon LLP	0.78
13	Prosperous Infrastructure LLP	0.80
14	Quickgrow Properties LLP	1.11
15	Rajat Foundation Pvt. Ltd.	1.18
16	Rajat Projects Pvt. Ltd.	1.15
17	Remarkable Abasan Pvt. Ltd.	0.78
18	RichtouchRealestate Pvt. Ltd.	0.78
19	Rosine Nirman LLP	0.76
20	Roxy Realtors Pvt. Ltd.	0.74
21	Siddhibhumi Housing Pvt. Ltd.	0.72
22	Settlement Realtors Pvt. Ltd.	0.80
23	Skyspace Infrastructure Pvt. Ltd.	0.76
24	Touchwin Properties LLP	1.11
25	Quickgrow Housing Pvt. Ltd.	0.15
26	Ultrashine Realestate Pvt. Ltd.	1.09



ADDITIONAL REGISTRAR
OF ASSURANCE, KOLKATA

05 JUL 2020

Sl. No.	Name of Companies	%age Revenue Share
27	Rajat Blisscity Infrastructure Pvt. Ltd.	1.53
Total		33.33
28	Alokbarsha Properties Pvt. Ltd.	1.51
29	Astonishing Developers Pvt. Ltd.	1.70
30	Attractive Housing Pvt. Ltd.	1.70
31	Ebony Enclave Pvt. Ltd.	4.77
32	Eligible Devcon Pvt. Ltd.	4.78
33	Enjoyment Projects Pvt. Ltd.	1.70
34	Fancy Infracon Pvt. Ltd.	0.70
35	Greenhigh Realcon Pvt. Ltd.	1.72
36	Greenimage Realty Pvt. Ltd.	1.70
37	Jagran Properties Pvt. Ltd.	1.47
38	Magnetictouch Properties Pvt. Ltd.	1.47
39	Pleasure Tower Pvt. Ltd.	1.70
40	Rudramala Realty Pvt. Ltd.	1.47
41	Wonder Realestate Pvt. Ltd.	5.72
42	Petunia Commotrade Pvt. Ltd.	1.22
Total		33.33
43	Ebony Developers Pvt. Ltd.	3.81
44	Ebony Tower Pvt. Ltd.	3.81
45	Fennel Infracon Pvt. Ltd.	0.88
46	Interface Developers Pvt. Ltd.	4.88
47	Rosette Properties Pvt. Ltd.	1.60
48	Sapnasuraha Nirman Pvt. Ltd.	1.60
49	Subhkamana Developers Pvt. Ltd.	1.60
50	Sukalyan Properties Pvt. Ltd.	1.60
51	Shivrashi Abasan Pvt. Ltd.	1.72
52	Subhlife Real Estate Pvt. Ltd.	1.72



ADDITIONAL REGISTRAR
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Sl. No.	Name of Companies	%age Revenue Share
53	Swarnachura Properties Pvt. Ltd.	1.72
54	Ultrafocus Properties Pvt. Ltd.	1.72
55	Aadrika Commercial Pvt. Ltd.	1.65
56	Aadrika Distributors Pvt. Ltd.	1.67
57	Dayaswarup Commodeal Pvt. Ltd.	1.65
58	Durvish Shoppers Pvt. Ltd.	1.70
Total		33.33

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(SPECIFICATIONS)

Structure: Earthquake resistant RCC framed structure

Brickwork: Eco-friendly brickwork

Living & Dining Area & Family Room:

Flooring: Vitrified Tiles (2ft x 2ft)
Wall: Gypsum / Putty finish
Ceiling: Putty finish
Main door: Decorative flush door
 Door handles, locks and hinges are of reputed make
Window: Anodized / Powder coated aluminium with clear glazing
Electrical: Concealed wiring with modular switches of reputed make
 Provision of telephone, intercom and television points
 Provision of broadband points in family room only

Bedrooms:

Flooring: Vitrified tiles (2ft x 2ft)
Wall: Gypsum / Putty finish
Ceiling: Putty finish
Door: Flush door with enamel paint on both sides
 Door handles, locks and hinges are of reputed make
Window: Anodized / Powder coated aluminium with clear glazing
Electrical: Concealed wiring with modular switches of reputed make
 Provision for light, fan and television points



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA

16 JUL 2020

Balcony:

Flooring:	Vitrified Tiles
Door:	Aluminium sliding door with full glazing
Railing:	MS railing
Electrical:	Provision for light and fan points

Staircase: Vitrified tiles / Natural Stone**Kitchen:**

Flooring:	Vitrified tiles (2ft x 2ft)
Counter:	Granite slab with stainless steel sink
Wall:	Gypsum / Putty finish, Wall tiles up to 2ft height on all around wall over granite counter
Ceiling:	Putty finish
Window:	Anodized / Powder coated aluminium with clear glazing
Electrical:	Concealed wiring with modular switches of reputed make, Provisions for light, fan, refrigerator, water purifier, microwave, mixer grinder, exhaust fan and chimney points

Toilet:

Flooring:	Anti-skid ceramic tiles
Counter:	Granite basin counter in all toilets
Wall:	Ceramic tiles up to door height, rest gypsum / putty finish
Ceiling:	Putty finish
Sanitary ware:	Sanitary ware of reputed make
C P Fittings:	C P Fittings of reputed make
Window:	Anodized / Powder coated aluminium with clear glazing
Door:	Flush door with enamel paint on both sides Door handles, locks and hinges are of reputed make
Electrical:	Concealed wiring with modular switches of reputed make, Provisions for light, geyser, hair dryer and exhaust fan points Washing machine point in roof toilet

Roof:

Flooring:	Heat reflective tiles
Roof Door:	Wood plastic composite door
Roof Toilet	
Door:	Wood plastic composite door Door handles, locks and hinges are of reputed make
Electrical:	Provision of lights

Main Entrance: Tiles / Natural Stone**Parking Area:**

Flooring:	Paver block
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OF ASSURANCES, KOLKATA

11.6 JUL 2020

Air**Conditioner:**

Provision for AC in living & dining area, family room and all bedrooms

External Paint:

Texture weather coated/waterproof paint





ADDITIONAL REGISTRAR
OF ASSURANCES IV, KOLKATA

15 JUL 2020

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

SIGNED AND DELIVERED on behalf of the
OWNERS at Kolkata in the presence of:

① Sandip Ghoshal
Son of Subhash Ghoshal
26, B.T.M. Sarani, Kolkata - 1.

② Manish Bajoria
S/o Late M.P. Bajoria
345 Rajarhat Main Road,
Kolkata - 700136

AQUALINA PROPERTIES LLP,
DHANSANCHAY PROPERTIES LLP,
EBONY BUILDCON LLP,
EBONY COMPLEX LLP,
DHIMAN REALTORS PVT. LTD,
EXCEPTIONAL PROPERTIES LLP,
FABULOUS NIRMAN PVT. LTD,
GAJGAMINI REALCON LLP,
IMAGINE INFRA PROJECTS LLP,
LOVEDEAL NIRMAN LLP.,
MANGALBARSHA PROPERTIES LLP,
MARVELOUS BUILDCON LLP,
PROSPEROUS INFRASTRUCTURE LLP,
QUICKGROW PROPERTIES LLP,
RAJAT FOUNDATION PVT. LTD,
RAJAT PROJECTS PVT. LTD,
REMARKABLE ABASAN PVT. LTD,
RICHTOUCH REALESTATE PVT. LTD,
ROSINE NIRMAN LLP,
ROXY REALTORS PVT. LTD,
SIDDHIBHUMI HOUSING PVT. LTD,
SETTLEMENT REALTORS PVT. LTD,
SKYSPACE INFRASTRUCTURE PVT. LTD,
TOUCHWIN PROPERTIES LLP,
QUICKGROW HOUSING PVT. LTD,
RAJAT BLISSCITY INFRASTRUCTURE PVT LTD,
ULTRASHINE REALESTATE PVT. LTD



Authorized Signatory

EBONY DEVELOPERS PVT. LTD,
EBONY TOWER PVT. LTD,
FENNEL INFRACON PVT. LTD,
INTERFACE DEVELOPERS PVT. LTD,
ROSETTE PROPERTIES PVT. LTD,
SAPNASURAH NIRMAN PVT. LTD,
SUBHKAMANA DEVELOPERS PVT. LTD,
SUKALYAN PROPERTIES PVT. LTD,
SHIVRASHI ABASAN PVT. LTD,
SUBHLIFE REAL ESTATE PVT. LTD,



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OF ASSURANCES, KOLKATA

06 JUL 2020

SWARNACHURA PROPERTIES PVT. LTD,
ULTRAFOCUS PROPERTIES PVT. LTD,
AADRIKA COMMERCIAL PVT. LTD,
AADRIKA DISTRIBUTORS PVT. LTD,
DAYASWARUP COMMOMODEAL PVT. LTD,
DURVISH SHOPPERS PVT. LTD

Yogesh Modi

Authorised Signatory

ALOKBARSHA PROPERTIES PVT. LTD,
ATTRACTIVE HOUSING PVT. LTD,
EBONY ENCLAVE PVT. LTD,
ELIGIBLE DEVCON PVT. LTD,
ENJOYMENT PROJECTS PVT. LTD,
FANCY INFRACON PVT. LTD,
GREENHIGH REALCON PVT. LTD,
JAGRAN PROPERTIES PVT. LTD,
ASTONISHING DEVELOPERS PVT. LTD,
MAGNETICTOUCH PROPERTIES PVT. LTD,
RUDRAMALA REALTY PVT. LTD,
WONDER REALESTATE PVT. LTD,
GREENIMAGE REALTY PVT. LTD,
PLEASURE TOWER PVT. LTD.,
PETUNIA COMMOTRADE PVT. LTD,

Siddhanta Bhattacharya

Authorised Signatory

SIGNED AND DELIVERED on behalf of the **DEVELOPER**, at
Kolkata in the presence of:

- ① *Sandip Ghoshal*
- ② *Manish Bajpai*

Drafted by:-

Prajata Kishore Chakrabarty
Advocate

C/o Fox & Mandal
206, A J C Bose Road, Kolkata - 700 017

For ARIZUMA PROJECTS LLP

Lalit Kumar
Designated Partner

Registration No. WB/252/2009



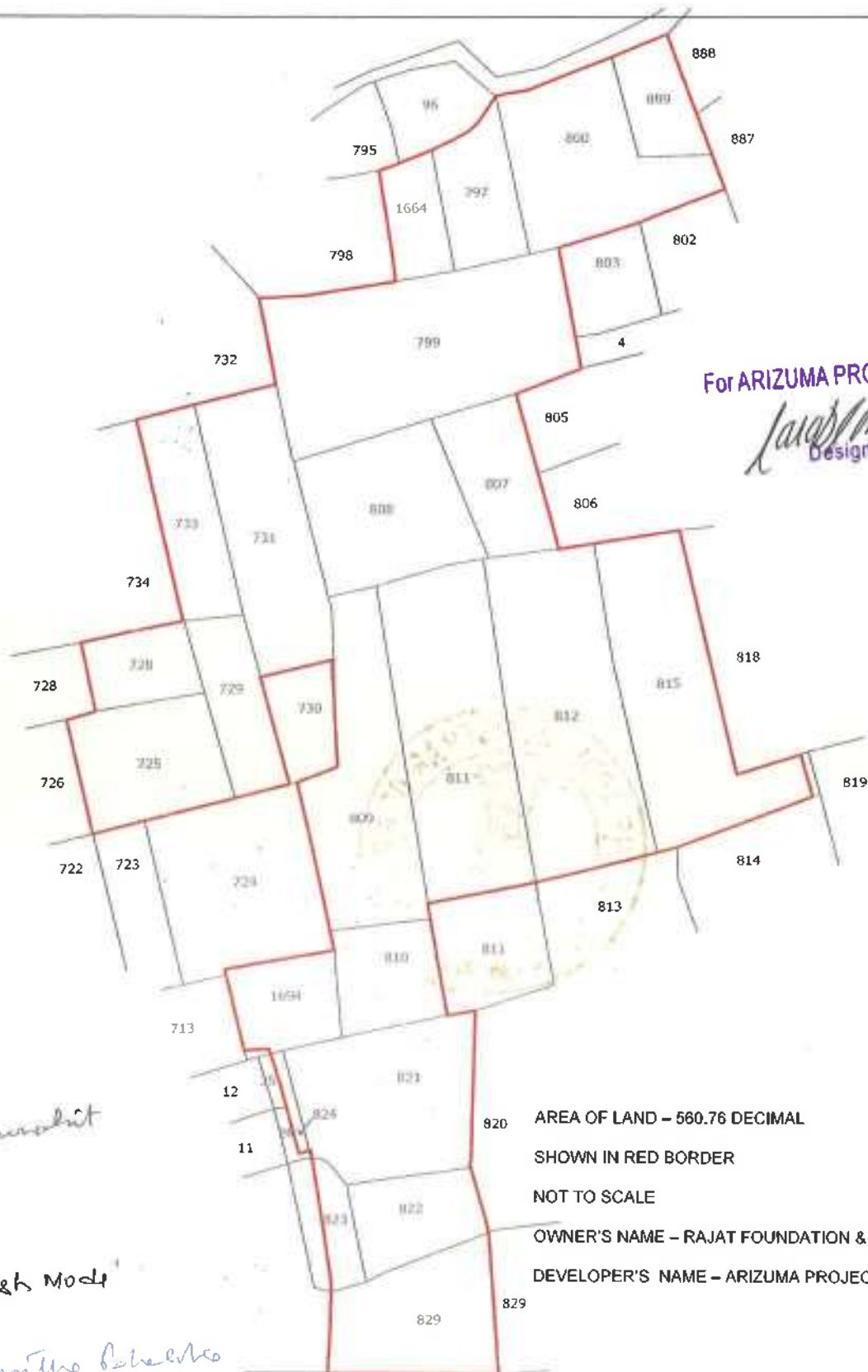
ADDITIONAL REGISTRAR
OF ASSURANCES IV, KOLKATA

17.6 JUL 2020

SITE PLAN OF MOUZA BADEHUGLI, J.L. NO. - 80, DAG NOS.- 713/1694, 725, 728(P), 729, 731, 733, 797, 797/1664, 799, 800, 807, 808, 809, 810, 811(P), 812, 815 (P), 821, 822, 823(P), 824, 829(P), 889 UNDER POLEGHAT GRAM PANCHAYAT, P.S.- SONARPUR, DIST.- SOUTH 24 PARGANAS



SCALE : NTS



For ARIZUMA PROJECTS LLP

Rajat Foundation
Designated Partner

Edmund

Yogesh Modi

Pradip Kumar Chakraborty

AREA OF LAND - 560.76 DECIMAL

SHOWN IN RED BORDER

NOT TO SCALE

OWNER'S NAME - RAJAT FOUNDATION & OTHERS

DEVELOPER'S NAME - ARIZUMA PROJECTS LLP

EASTERN METROPOLITAN
BYPASS

AVERAGE ROAD WIDTH 15+ MTS