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Sertified that the Document is admitted to Registration. The Signature Sheet and the andorsement sheets attached to this document on the part of this Document.

- 8 JUN 2019

Additional Registrar
of Assurances-IV, Kolketa

THIS MEMORANDUM OF AGREEMENT made on this the Two. day of June Two Thousand and Nineteen Christian year B E T W E E N(1)M/SVISWAKARMA NIRMAN PRIVATE LIMITED, having CIN U70101WB2005PTC105600, a Company incorporated under the Companies Act 1956, having its Registered Office at 4/1, Middleton Street, 3rd Floor, P. O. Park Street, Police Station Shakespeare Sarani,Kolkata -700071, (and having its PANAACCV1083B) and represented by its authorized Director MR. RAUNAK AGARWAL, having PAN AVTPA7280Q, Aadhar No. 518236277896 & Mobile no. 9804444847, son of Mr. Pradip Kumar Agarwal, by faith – Hindu, by occupation – Business, by Nationality – Indian and residing at P-124, CIT Road, Scheme VIM, P.O. and Police Station Phool Bagan, Kolkata --700054)(vide resolution adopted in the Board Meeting dated 30.01.2019); (2)M/SSOBHA TRADING PRIVATE LIMITED, having CIN U28991WB1998PTC087770 a Company incorporated under the Companies Act 1956, having its Registered Office at P - 124, Swami SwarrupanandyaSarani, Scheme VIM, P. O. Kankurgachi& Police Station

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NAME
ADD
REMAD
SURANJAN MUKHERJEE
Licensed Stamp Vendor
283, K. S. Roy Pond, Kol-1

E 3 JUN 2019

Identified by me Borpi Mo Love Slo, Lift. Nemeni Mo Love 1/1, Sambhur Halder Lune P.O. Sallisa P.S. Cholobari How Joh - 711106

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

GRN:

19-201920-002067138-1

Payment Mode

Online Payment

GRN Date: 04/06/2019 06:14:00

Bank:

HDFC Bank

BRN:

815964896

BRN Date: 04/06/2019 06:14:41

DEPOSITOR'S DETAILS

Id No.: 19040000829821/6/2019

|Query No./Query Year|

Name:

Oswal Properties Pvt Ltd

Contact No. :

Mobile No.:

+91 9830356000

E-mail:

Address :

159 Rabindra Sarani 2nd fir Room 2C Kolkata 7

Applicant Name:

Mr Prabhat Kumar Datta

Office Name:

Office Address:

Status of Depositor:

Buyer/Claimants

Purpose of payment / Remarks:

Sale, Development Agreement or Construction agreement

Payment No 6

PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19040000829821/6/2019	Property Registration- Stamp duty	0030-02-103-003-02	70071
. 2	19040000829821/6/2019	Property Registration- Registration Fees	0030-03-104-001-16	250112

Total

320183

In Words:

Rupees Three Lakh Twenty Thousand One Hundred Eighty Three only

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Phool Bagan, Kolkata - 700054 (and having its PAN AAHCS1819F) and represented by its authorized Director MR. RAUNAK AGARWAL, having PAN AVTPA7280Q, Aadhar No. 518236277896 & Mobile no. 9804444847, son of Mr. Pradip Kumar Agarwal, by faith - Hindu, by occupation - Business, by Nationality - Indian and residing at P-124, CIT Road, Scheme VIM, P.O. Kankurgachi, Police Station Phool Bagan, Kolkata – 700054 (vide resolution adopted in the Board Meeting dated 30,01,2019); (3) M/S RISHAVA ESTATES PRIVATE LIMITED, having CIN U70101WB1984PTC037753, a Company incorporated under the Companies Act 1956, having its Registered Office at P-124, CIT Road, Scheme VIM, P.O. Kankurgachi, Police Station Phoof Bagan, Kolkata - 700054, (and having its PAN AACCR3295D) and represented by its authorized Director MR. MANOJ KUMAR AGARWAL, having PAN ACQPA7536D, Aadhar No. 816622401009 and Mobile no. 9831150271, son of Mr. Bhagwati Prasad Agarwal, by faith – Hindu, by occupation - Business, by Nationality - Indian and residing P-124, CIT Road, Scheme VIM, P.O. Kankurgachi and Police Station Phool Bagan, Kolkata - 700054)[vide resolution adopted in the Board Meeting dated 30.01.2019]; (4) M/S VISWAKARMA CONCLAVE PRIVATE LIMITED, having CIN U45400WB2012PTC180931, a Company incorporated under the Companies Act 1956, having its Registered Office at P-124, CIT Road, Scheme VIM, P.O. Kankurgachi, Police Station Phool Bagan, Kolkata - 700054, (and having its PAN AAECV0148B) and represented by its authorized Director MRS. SAVITA AGARWAL, having PAN ACTPA6690B, Aadhar No. 963789431513 & Mobile no. 9831150271, wife of Mr. Manoj Kumar Agarwal, by faith - Hindu, by occupation - Business, by Nationality and residing at P-124, CIT Road, Scheme VIM, P.O. Kankurgechi and Police Station Phool Bagan, Kolkata – 700054) (vide resolution adopted in the Board Meeting dated 30.01.2019);(5) M/S VISWAKARMA NIKETAN PRIVATE LIMITED, having CIN 45400WB2012PTC180911, a Company incorporated under the Companies Act 1956, having its Registered Office at Sikkim Commerce House, 4th Floor, Room No. 408, 4/1, Middleton Street, P. O. Park Street, Police Station Shakespeare Sarani, Kolkata -700071, (and having its PAN AAECV0146R) and represented by its authorized Signatory, MR. PRADIP KUMAR AGARWAL, having PAN ADLPA4660Q, Aadhar No. 752180209221 & Mobile no. 9831005617, son of Mr. Bhagwati Prasad Agarwal, by faith - Hindu, by occupation - Business, by Nationality - Indian and residing at P-124, CIT Road, Scheme VIM, P.O. Kankurgachi and Police Station Phool Bagan, Kolkata - 700054) (vide resolution adopted in the Board Meeting dated 30.01.2019); (6) M/S VISWAKARMA COMMERCE CENTER PRIVATE LIMITED, having CIN U45209WB2007PTC115379, a Company incorporated under the Companies Act 1956, having its Registered Office at 4/1, Middleton Street, 3rd Floor, P. O. Park Street, Police Station Shakespeare Sarani, Kolkata - 700071, (and having its PAN AACCG8447L) and represented by its authorized Director MRS. SUNITA AGARWAL, having PAN AEUPA5116P, Aadhar No. 521010379520 & Mobile no.



9830005617, wife of Mr. Pradip Kumar Agarwal, by faith - Hindu, by occupation - Business, by Nationality - Indian and residing at P-124, CiT Road, Scheme VIM, P.O. Kankurgachi and Police Station Phool Bagan, Kolkata - 700054)(vide resolution adopted in the Board Meeting dated 30.01.2019); (7) MR. MANOJ KUMAR AGARWAL. having PAN ACQPA7536D, Aadhar No. 816622401009 and Mobile no. 9831150271, son of Mr. Bhagwati Prasad Agarwal, by faith - Hindu, by occupation - Business, by Nationality - Indian and residing P-124, CIT Road, Scheme VIM, P.O. Kankurgachi and Police Station Phool Bagan, Kolkata - 700054; (8) M/S VISWAKARMA APPARTMENT PRIVATE LIMITED, having CIN U45400WB2012PTC180935, a Company incorporated under the Companies Act 1956, having its Registered Office at Sikkim Commerce House, 3rd Floor, Room No. 312, 4/1, Middleton Street, P.O. Park Street, Police Station Shakespeare Sarani, Kolkata - 700071, (and having its PAN AAECV0147Q) and represented by its authorized Director MRS. SUNITA AGARWAL, having PAN AEUPA5116P, Aadhar No. 521010379520 & Mobile no. 9830005617, wife of Mr. Pradip Kumar Agarwal, by faith - Hindu, by occupation - Business, by Nationality -Indian and residing P-124, CIT Road, Scheme VIM, P.O. Kankurgachi, Police Station Phool Bagan, Kolkata --700054 (vide resolution adopted in the Board Meeting dated 30.01.2019); (9) M/S VISWAKARMA GARDENS PRIVATE LIMITED, having CIN U45400WB2012PTC181034 & PAN AAECV0226G, a Company incorporated under the Companies Act 1956, having its Registered Office at Sikkim Commerce House, 3rd Floor, Room No. 312, 4/1, Middleton Street, P.O. Park Street, Police Station Shakespeare Sarani, Kolkata - 700071, (and having its PAN AAECV0226G) and represented by its authorized Director MRS. SAVITA AGARWAL, having PAN ACTPA6690B, Aadhar No. 963789431513 & Mobile no. 9831150271, wife of Mr. Manoj Kumar Agarwal, by faith - Hindu, by occupation - Business, by Nationality - Indian and residing P-124, CIT Road, Scheme VIM, P.O. Kankurgachi, Police Station Phool Bagan, Kolkata -- 700054 (vide resolution adopted in the Board Meeting dated 30.01.2019), hereinafter jointly referred to and/or called as the OWNERS/VENDORS" (which term or terms, expression or expressions shall unless excluded by or repugnant to the subject or context be deemed to include their respective successor-in-office, successorin-interest, legal representatives and assigns) of the ONE PART A N D M/S. OSWAL PROPERTIES PRIVATE LIMITED, having CIN U70109WB2011PTC159557, a Company incorporated under the Companies Act, 1956, having its PAN AABCO4377L and having its Registered Office at 159, Rabindra Sarani, Room No. 2C, "ONKAR MANSION", Police Station - Burrabazar Kolkata - 700007 and Represented by its authorized Director namely SRI SAURAV BAFNA, having PAN AMVPB0829K, Aadhar No. 994201941356 & Mobile No. 9830709990, son of Late Sohan Lal Bafna, by faith - Hindu, by occupation - Business, by citizenship - Indian & residing at P-57, C.I.T.Road, Scheme VI M, P.O. Kankurgachi, Police Station -



Phool Bagan Kolkata – 700054 (vide resolution adopted in the Board Meeting dated 12.04.2019), hereinafter referred to and/or called as the 'DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include its successor-in-office, successor-in-interest, legal representatives and assigns) of the OTHER PART.

WHEREAS Bengal DCL Housing Development Company Limited, a Company incorporated under the Companies Act. 1958, having its Registered Office at 24, Park Street, Kolkata - 700016 was absolutely seized possessed of and/or otherwise well and sufficiently entitled to (1) All that Piece or parcel of land admeasuring 6(Six) Cottahs 5 (Pive) Chittacks 27 (Twenty Seven) Sq. ft. [equivalent to 10.5 decimal, be the same a little more or less], comprised in R.S./L.R. Dag No. 4229 appertaining to R.S. Khatian No. 442 L.R. Khatian No. 1035/1 in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality, since been included within Bidhannagar Municipal Corporation by purchase from its recorded owner namely Chinmoy Kayal by virtue of an Indenture of sale dated 16.09.2009, executed by the said Chinmoy Kayal, therein referred to as the Vendor in one Part and Bengal DCL Housing Development Company Limited, therein referred to as the Purchaser of the Other Part and Registered at the office of the Additional District Sub-Registrar, Bidhannagore and recorded in Book no. 1, CD volume no. 8, Pages 18084 to 18095, Being no. 08557 for the Year 2009, against valuable considerations mentioned therein the said Indenture of sale.

- (2) All that Piece or parcel of land admeasuring 7(Seven) Cottahs [equivalent to 11.55 decimal], be the same a little more or less out of total holding admeasuring 12 Cottahs 3(Three) Chittacks 35 (Thirty Five) Sq. ft. (equivalent to 20 Decimal), be the same a little more or less), comprised in R.S./L.R. Dag No. 4229 appertaining to R.S. Khatian No. 442 L.R. Khatian No. 4981 in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality, since been included within Bidhannagar Municipal Corporation by purchase from its recorded owner namely. Malay Pramanik by virtue of an Indenture of sale dated 13.11.2009, executed by the said Malay Pramanik, therein referred to as the Vendor in one Part and Bengal DCL Housing Development Company Limited, therein referred to as the Purchaser of the Other Part and Registered at the office of the Additional District Sub-Registrar, Bidhannagar and recorded in Book no. 1, CD volume no. 10, Pages 13461 to 13477, Being no. 010196 for the Year 2009, against valuable considerations mentioned therein the said indenture of sale.
- (3) All that Piece or parcel of land admeasuring 4(Four) Cottahs 14(Fourteen) Chittacks 33 (Thirty Three) Sq. ft. (equivalent to 8 Decimal), be the same a little more or less), comprised in



R.S./L.R. Dag No. 4229 appertaining to R.S. Khatian No. 442 L.R. Khatian No. 1986 in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality, since been included within Bidhannagar Municipal Corporation by purchase from Smt Purnima Ghosh, Dilip Kumar Ghosh and Jaba Jhuri (all legal heirs of erstwhile recorded owner Biswanath Ghosh, who died intestate on 25.08.2008 leaving him surviving his widow Smt Purnima Ghosh, one son, Sri Dilip Kumar Ghosh and One married married daughter Smt. Jaba Jhuri) by virtue of an Indenture of sale dated 02.12,2009, executed by the said Smt Purnima Ghosh, Sri Dilip Kumar Ghosh and Smt. Jaba Jhuri, therein jointly referred to as the Vendors in one Part and Bengal DCL Housing Development Company Limited, therein referred to as the Purchaser of the Other Part and Registered at the office of the Additional District Sub-Registrar, Bidhannagore and recorded in Book no. 1, CD volume no. 11, Pages 12819 to 12833, Being no. 10857 for the Year 2009, against valuable considerations mentioned therein the said Indenture of sale.

(4) All that Piece or parcel of land admeasuring 1(One) Cottahs 15 (Fifteen) Chittacks 10 (Ten) Sq. ft. [equivalent to 3 decimal, be the same a little more or less], comprised in R.S./L.R. Dag No. 4229 appertaining to R.S. Khatian No. 442 L.R. Khatian No. 3190/2 in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality, since been included within Bidhannagar Municipal Corporation by purchase from its recorded owner namely. Sitangshu Sekhar Pal by virtue of an Indenture of sale dated 16.06.2010, executed by the said Sitangshu Sekhar Pal, therein referred to as the Vendor in one Part and Bengal DCL Housing Development Company Limited, therein referred to as the Purchaser of the Other Part and Registered at the office of the Additional District Sub-Registrar, Bidhannagore and recorded in Book no. 1, CD volume no. 10, Pages 1700 to 1714, Being no. 08160 for the Year 2010, against valuable considerations mentioned therein the said Indenture of sale.

i.e. All that piece or parcel of total land admeasuring 20(Twenty) Cottahs 3(Three) Chittacks 25 (Twenty Five) Sq. ft. [equivalent to 33.37 decimal, be the same a little more or less], comprised in R.S./L.R. Dag No. 4229 appertaining to R.S. Khatian No. 442 L.R. Khatian Nos. 1035/1, 4981, 1986 & 3190/2, (later mutated in L.R. Khatian no. 7274 in the name of Bengal DCL Housing Development Company Limited) in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality, since been included within Bidhannagar Municipal Corporation,

AND WHEREAS while the said Bengal DCL Housing Development Company Limited was absolutely seized possessed of and/or otherwise well and sufficiently entitled to the said total land admeasuring



20(Twenty) Cottahs 3(Three) Chittacks 25 (Twenty Five) Sq. ft. [equivalent to 33.37 decimal, be the same a little more or less], comprised in R.S./L.R. Dag No. 4229 appertaining to R.S. Khatian No. 442 L.R. Khatian Nos. 1035/1, 4981, 1986 & 3190/2, (later mutated in L.R. Khatian no. 7274 in the name of Bengal DCL Housing Development Company Limited) in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality, since been included within Bidhannagar Municipal Corporation, for diverse bonafide causes the said Bengal DCL Housing Development Company Limited, sold transferred assigned and parted with possession the said entire 20(Twenty) Cottahs 3(Three) Chittacks 25 (Twenty Five) Sq. ft. [equivalent to 33.37 decimal, be the same a little more or less) land comprised in R.S./L.R. Dag No. 4229 appertaining to R.S. Khatian No. 442 L.R.Khatian no. 7274 (earlier recorded in L.R. Khatian Nos. 1035/1, 4981, 1986 & 3190/2), in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality, in the joint favour of (1) м/s viswakarma nirman private Limited (the Land Owner/Vendor No. 1 herein), (2) м/s soвна TRADING PRIVATE LIMITED, (the Land Owner/Vendor No. 2 herein) and (3) M/s RISHAVA ESTATES PRIVATE LIMITED, (the Land Owner/Vendor No. 3 herein) by a Registered Deed of conveyance dated 27th March 2012 and executed by the said Bengal DCL Housing Development Company Limited through its authorized Director Mr. Indranil Majumdar (as per board resolution of the company dated 22.03.2012) (therein referred to as the Vendor) and jointly in favour of the present Land Owner/ Vendor nos. 1,2 & 3 i.e.(1) ${ t M/s}$ viswakarma nirman private limited, (2) ${ t M/s}$ sobha trading private limited and (3) ${ t M/s}$ rishava estates PRIVATE LIMITED and Registered at the office of the Additional District Sub-Registrar, Bidhannagar and recorded in Book no. 1, CD volume no. 6, Pages 8375 to 8396, Being no. 03976 for the Year 2012, against valuable considerations mentioned therein the said Deed of Conveyance.

AND WHEREAS since after purchase of the said piece or parcel of land admeasuring 20(Twenty) Cottains 3(Three) Chittacks 25 (Twenty Five) Sq. ft. [equivalent to 33.37 decimal], be the same a little more or less, comprised in R.S./L.R. Dag No. 4229 appertaining to R.S. Khatian No. 442 L.R.Khatian no. 7274 in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality, the land Owner/Vendor Nos. 1, 2 and 3 herein have duly mutated their said land in proportion to their share of purchase in the office of the B.L.L.R.O. Rajarhat in respective L.R. Khatian Nos.10539 (in the name of Land Owner/Vendor no. 1), L.R. Khatian Nos.10540 (in the name of Land Owner/Vendor no. 2) and L.R. Khatian Nos.10541 (in the name of Land Owner/Vendor no. 3), which property has been specifically specified in Part I of schedule "A" hereunder written and the Land



Owners/Vendors No.1, 2 and 3 have been paying their respective revenue to the Govt of West Bengal and have been enjoying their said property uninterruptedly as owners thereof and by converting the land from Agriculture (Sali) to Homstead (Bastu) vide Three certificate of conversion all issued by Sub-Divisional Land & Land Reforms Officer, Barasat, North 24-Parganas (1) under Memo no. Conv.68/15/1649/SDL/BST/2016 dated 27.09.2016 [in the name of Vishwakarma Nirman Private Limited in respect of 12 decimal (out of 74 Decimal) land of Plot no. 4229, L.R.Khatian No. 10539], (2) under Memo no. Conv.67/15/1649/SDL/BST/2016 dated 27.09.2016 [in the name of Sobha Trading Private Limited in respect of 11 decimal (out of 74 Decimal) land of Plot no. 4229, L.R.Khatian No. 10540] & (3) under Memo no. Conv.69/15/1650/SDL/BST/2016 dated 27.09.2016 [in the name of Rishava Estates Private Limited in respect of 11 decimal (out of 74 Decimal) land of Plot no. 4229, L.R.Khatian No. 10541];

AND WHEREAS one Sri Malay Pramanik son of Late Aswini Kumar Pramanik of Lalbari, MB/1, mahisbathan. Police Station east Bidhannagar, Kolkata – 700102 was the sole and absolute owner and was absolutely seized possessed of and/or otherwise well and sufficiently entitled to All that contiguous piece or parcel of land admeasuring 15 (fifteen) Cottahs be the same a little more or less comprised in same R.S. / L.R Dag no. 4229, appertaining to R.S. Khatian No. 442 in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality, since been included within Bidhannagar Municipal Corporation by Purchase from its erstwhile recorded owners namely One Abdul Siddique Mondal, Sukharjan Bibi, Abdul Rashid Mondal, Maskula Bibi and Rashida Bibi by a Bengali Saf Cobala dated 29.04.1993, executed by the said Abdul Siddique Mondal, Sukharjan Bibi, Abdul Rashid Mondal, Maskula Bibi and Rashida Bibi, therein jointly referred to as the Vendors in one part in favour of the said Sri Malay Pramanik, therein referred to as the Purchaser and Registered at the office of the Additional District Sub-Registrar, Bidhannagar and recorded in Book no. 1, volume no. 68, Pages 311 to 318 Being no. 3144 for the Year 1993, against valuable considerations mentioned therein the said Bengali Saf Cobala;

AND WHEREAS the said Sri Malay Pramanik son of Late Aswini Kumar Pramanik of Lalbari, MB/1, mahisbathan, Police Station east Bidhannagar, Kolkata – 700102 was also became the absolute owner and was absolutely seized possessed of and/or otherwise well and sufficiently entitled to All that contiguous piece or parcel of land admeasuring 2 (Two) Cottahs 14 (Fourteen) Chittacks be the same a little more or less comprised in same R.S. / L.R Dag no. 4229, appertaining to R.S. Khatian No. 442 in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality, since been included within Bidhannagar Municipal Corporation by Purchase from its



erstwhile recorded owner namely One Biswanath Ghosh by a Bengali Saf Cobala dated 15.12.1993, executed by the said Sri Biswanath Ghosh therein referred to as the Vendor in one part in favour of the said Sri Malay Pramanik, therein referred to as the Purchaser and Registered at the office of the Additional District Sub-Registrar, Bidhannagar and recorded in Book no. 1, volume no. 207, Pages-191 to 198 Being no. 9616 for the Year 1993, against valuable considerations mentioned therein the said Bengali Saf Cobala;

AND WHEREAS the said Sri Malay Pramanik son of Late Aswini Kumar Pramanik of Lalbari, MB/1, mahisbathan, Police Station east Bidhannagar, Kolkata – 700102 was also became the absolute owner and was absolutely seized possessed of and/or otherwise well and sufficiently entitled to All that contiguous piece or parcel of land admeasuring 1 (One) Cottahs 11 (Eleven) Chittacks 17 (Seventeen) Sq. ft. be the same a little more or less comprised in same R.S. / L.R Dag no. 4229, appertaining to R.S. Khatian No. 442 in Mauza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within werd No. 5 of Rajarhat Gopalpur Municipality, since been included within Bidhannagar Municipal Corporation by Purchase from its erstwhile recorded owner namely One Biswanath Ghosh by a Bengali Saf Cobala dated 26.04.1994, executed by the said Sri Biswanath Ghosh therein referred to as the Vendor in one part in favour of the said Sri Malay Pramanik, therein referred to as the Purchaser and Registered at the office of the Additional District Sub-Registrar, Bidhannagar and recorded in Book no. 1, volume no. 57, Pages 221 to 228 Being no. 2238 for the Year 1994, against valuable considerations mentioned therein the said Bengali Saf Cobala;

AND WHEREAS the said Sri Malay Pramanik son of Late Aswini Kumar Pramanik of Lalbari, MB/1, mahisbathan, Police Station east Bidhannagar, Kolkata – 700102 was also became the absolute owner and was also seized possessed of and/or otherwise well and sufficiently entitled to All that contiguous piece or parcel of land admeasuring 1 (One) Cottahs 11 (Eleven) Chittacks 38 (Thirty Eight) Sq. ft. be the same a little more or fess comprised in same R.S. / L.R Dag no. 4229, appertaining to R.S. Khatian No. 442 in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality, since been included within Bidhannagar Municipal Corporation by Purchase from its erstwhile recorded owner namely One Biswanath Ghosh by a Bengali Saf Cobala dated 26.04.1994, executed by the said Sri Biswanath Ghosh therein referred to as the Vendor in one part in favour of the said Sri Malay Pramanik, therein referred to as the Purchaser and Registered at the office of the Additional District Sub-Registrar, Bidhannagar and recorded in Book no. 1, volume no. 57, Pages 229 to 236 Being no. 2239 for the Year 1994, against valuable considerations mentioned therein the said Bengali Saf Cobala;

AND WHEREAS while the said Sri Malay Pramanik was absolutely seized possessed of and/or otherwise we'll and sufficiently entitled to All that contiguous piece or parcel of land as aforesaid along with other



lands, comprised in R.S. / L.R Dag no. 4229, appertaining to R.S. Khatian No. 442 in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality, since been included within Bidhannagar Municipal Corporation, the said Sri Malay Pramanik for diverse bonafide causes sold transferred assigned and parted with possession (1) All that piece or parcel of land admeasuring 3(Three) Cottahs (equivalent to 5 Decimal) be the same a little more or less, comprised in R.S. / L.R Dag no. 4229, appertaining to R.S. Khatian No. 442, L.R. Khatian No. 4981 in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality, in favour of one Binay Kanti Dutta, by a Registered Deed of conveyance dated 27th June 1994 and executed by the said Malay Pramanik (therein referred to as the Vendor) and in favour of the said Sri Binay Kanti Dutta and Registered at the office of the Additional District Sub-Registrar, Bidhannagar and recorded in Book no. 1, volume no.92, Pages 225 to 234, Being no. 4238 for the Year 1994, against valuable considerations mentioned therein the said Deed of Conveyance, [who subsequently mutated his name in the office of the B.L.L.R.O. Rajarhat in respect of his purchased part of the Property and separate L.R. Khatian being no. 1929/2 has come into being accordingly and the said Sri Binay Kanti Duita started payment of Govt, revenue and Taxes to the appropriate authority], (2) All that piece or parcel of land admeasuring 1 (One) Cottahs 13 (Thirteen) Chittacks 15 (Fifteen) Sq. ft. be the same a little more or less, comprised in R.S. / L.R Dag no. 4229, appertaining to R.S. Khatian No. 442, L.R. Khatian No. 4981 in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality, in the joint favour of (i) Dr Joy Kumar Saha (son of Sri Nani Gopal Saha of 25/3, Anath Deb Lane, Kolkata – 700037) & (ii) Dr. Chandana Saha (wife of Dr. Joy Kumar Saha of 25/3, Anath Deb Lane, Kolkata - 700037), by a Registered Deed of conveyance dated 7th June 1994 and executed by the said Malay Pramanik (therein referred to as the Vendor) in joint favour of the said Dr Joy Kumar Saha and Dr. Chandana Saha and Registered at the office of the Additional District Sub-Registrar, Bidhannagar and recorded in Book no. 1, volume no.100, Pages 27 to 34, Being no. 4610 for the Year 1994, against valuable considerations mentioned therein the said Deed of Conveyance.

AND WHEREAS subsequently the said Dr Joy Kumar Saha and Dr. Chandana Saha, while were enjoying their said purchased property admeasuring 1 (One) Cottahs 13 (Thirteen) Chittacks 15 (Fifteen) Sq. ft. be the same a little more or less, comprised in R.S. / L.R Dag no. 4229, appertaining to R.S. Khatian No. 442, L.R. Khatian No. 4981 in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, on due mutation of their respective names in the office of



the B.L.L.R.O., Rajarhat and on recording their names in respective L.R. Khatian nos. 1018/1 and 1176/1 they on payment of Govt. revenue and tax, they jointly executed a general power of attorney on 11.10.2012 thereby appointing the said Sri Binay Kanti Dutta to look after manage control their said property including power to sale transfer of the said property.

AND WHEREAS subsequently the said Dr. Joy Kumar Saha and Dr. Chandana Saha, and the said Sri Binay Kanti Dutta jointly sold transferred assigned and parted with possession total 4 (Four) Cottahs 13 (Thirteen) Chittacks 15 (Fifteen) Sq. ft. (Equivalent to 8 Decimal) be the same a little more or less, [consisting of (1) All that piece or parcel of land admeasuring 1 (One) Cottahs 13 (Thirteen) Chittacks 15 (Fifteen) Sq. ft. (Equivalent to 3 Decimal) be the same a little more or less, comprised in R.S. / L.R Dag no. 4229, appertaining to R.S. Khatian No. 442, L.R. Khatian No. 4981 [later recorded in L.R. Khatian nos. 1018/1 and 1176/1] in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality and (2) All that piece or parcel of land admeasuring 3(Three) Cottahs (equivalent to 5 Decimal) be the same a little more or less, comprised in R.S. / L.R Dag no. 4229, appertaining to R.S. Khatian No. 442, L.R. Khatian No. 4981 [later recorded in L.R. Khatian no. 1929/2] in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality] in favour of m/s viswakarma conclave private limited,(the Land Owner/Vendor no. 4 herein) by a Registered Deed of conveyance dated 4th December 2012, executed jointly by the said Dr. Joy Kumar Saha and Dr. Chandana Saha, (represented through their Constituted Attorney Binay Kanti Dutta) and the said Sri Binay Kanti Dutta himself (therein referred to as the Vendors) and in favour of the said Mrs Viswakarma conclave private Limited, (the Land Owner/Vendor no. 4 herein) and Registered at the office of the Additional District Sub-Registrar, Bidhannagar and recorded in Book no. 1, CD volume no.20, Pages 7599 to 7615, Being no. 14443 for the Year 2012, against valuable considerations mentioned therein the said Deed of Conveyance;

AND WHEREAS it is pertinent to mention that since after purchase of the said piece or parcel of land admeasuring 4 (Four) Cottahs 13 (Thirteen) Chittacks 15 (Fifteen) Sq. ft. (Equivalent to 8 Decimal) be the same a little more or less, comprised in R.S. / L.R Dag no. 4229, appertaining to R.S. Khatian No. 442, L.R. Khatian No. 4981 in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality and the land Owner/Vendor No. 4 herein, immediate to purchase, have caused its name duly mutated in respect of the said land in the office of the B.L.L.R.O. Rajarhat and L.R. Khatian No.10792 in the name of the Land Owner no. 4 has been published and



which property has been more specifically described in Part II of Schedule "A" hereunder written and the Land Owner no. 4 has been paying its revenue to the Govt. of West Bengal and has been enjoying its said property uninterruptedly as absolute owner thereof and by converting the land from Agriculture (Sali) to Homstead (Bastu) vide certificate of conversion issued by Collector u/s 4C of W.B.L.R. Act 1955/B.L.L.R.O. Rajarhat, North 24-Parganas under Memo no. 438/B.L.& L.R.O./RHT/17 dated 13.04.2017 in the name of Viswakarma Conclave Private Limited in respect of 08 decimal (out of 74 Decimal) land of Plot no. 4229, L.R.Khatian No. 10792];

AND WHEREAS subsequently the said Sri Malay Pramanik, for diverse bonafide causes from out of his unsold properties in RS/LR. Dag no. 4229 appertaining to R.S. Khatian No. 442, L.R. Khatian No. 4981 in Mouza Gopalpur, subsequently sold transferred assigned and parted with possession land admeasuring 5(Five) Cottahs 11(Eleven) Chittacks 5 (Five) Sq. ft. be the same a little more or less comprised in R.S. / L.R. Dag no. 4229, appertaining to R.S. Khatian No. 442, L.R. Khatian No. 4981 in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality, in favour of m/s viswakarma niketan private Limited (the Land Owner/Vendor No. 5 herein), by a Registered Deed of conveyance dated 12th May 2012 and executed by the said Malay Pramanik (therein referred to as the Vendor) and in favour of the present Land Owner/Vendor no. 5. i.e. m/s viswakarma niketan private Limited and Registered at the office of the Additional District Sub-Registrar, Bidhannagar and recorded in Book no. 1, CD volume no. 8, Pages 16118 to 16133, Being no. 05881 for the Year 2012, against valuable considerations mentioned therein the said Deed of Conveyance.

AND WHEREAS it is pertinent to mention that since after purchase of the said piece or parcel of land admeasuring 5(Five) Cottahs 11(Eleven) Chittacks 5 (Five) Sq. ft. be the same a little more or less comprised in R.S. / L.R Dag no. 4229, appertaining to R.S. Khatian No. 442, L.R. Khatian No. 4981 in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality, the land Owner/Vendor No. 4 herein have duly mutated its name in respect of the said land in the office of the B.L.L.R.O. Rajarhat in L.R. Khatian No.10794 (in the name of Land Owner/Vendor no.5), which has been specified in Part III of Schedule "A" hereunder written and the Land Owner/Vendor no.5 has been paying its revenue to the Govt of West Bengal and has been enjoying its said property uninterruptedly as absolute owner thereof and by converting the land from Agriculture (Sali) to Homstead (Bastu) vide certificate of conversion issued by Collector u/s 4C of W.B.L.R. Act 1955/B.L.L.R.O. Rajarhat, North 24-Parganas under Memo no. 440/B.L.& L.R.O./RHT/17 dated 13.04.2017 in the name of Viswakarma Niketan Private Limited in respect of 09 decimal (out of 74 Decimal) land of Plot no. 4229, L.R.Khatian No. 10794];



AND WHEREAS Bengal DCL Housing Development Company Limited, a Company incorporated under the Companies Act, 1956, having its Registered Office at 24, Park Street, Kolkata - 700016 was also absolutely seized possessed of and/or otherwise well and sufficiently entitled to (1) All that Piece or parcel of land admeasuring 6(Six) Cottahs 14 (Fourteen) Chittacks [equivalent to 11.34 decimal], be the same a little more or less, comprised in R.S./L.R. Dag No. 4228 appertaining to R.S. Khatian No. 430 L.R. Khatian No. 1986 in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality, since been included within Bidhannagar Municipal Corporation by purchase from its recorded owners namely Noor Islam & Others by virtue of an Indenture of sale dated 23.03.2010, executed by the said Noor Islam & Others, therein referred to as the Vendors in one Part and Bengal DCL Housing Development Company Limited, therein referred to as the Purchaser of the Other Part and Registered at the office of the Additional District Sub-Registrar, Bidhannagar and recorded in Book no. 1, CD volume no.5, Pages 4564 to 4579, Being no. 02863 for the Year 2010, against valuable considerations mentioned therein the said Indenture of sale.

- (2) All that Piece or parcel of land admeasuring 1(One) Cottah 4(Four) Chittacks 35 (Thirty Five) Sq. ft. (equivalent to 2.14 Decimal), be the same a little more or less), comprised in R.S./L.R. Dag No. 4228 appertaining to R.S. Khatian No. 430, L.R. Khatian No. 3190/2, in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality, since been included within Bidhannagar Municipal Corporation by purchase from its recorded owners namely Noor Islam & Others by virtue of an Indenture of sale dated 06.03.2012, executed by the said Noor Islam & Others, therein jointly referred to as the Vendors in one Part and Bengal DCL Housing Development Company Limited, therein referred to as the Purchaser of the Other Part and Registered at the office of the Additional District Sub-Registrar, Bidhannagar and recorded in Book no. 1, CD volume no. 5, Pages 389 to 409, Being no. 02965 for the Year 2012, against valuable considerations mentioned therein the said Indenture of sale.
- (3) All that Piece or parcel of land admeasuring 1(One) Cottah 5(Five) Chittacks 32 (Thirty Two) Sq, ft. (equivalent to 2.23 Decimal), be the same a little more or less), comprised in R.S./L.R. Dag No. 4228 appertaining to R.S. Khatian No. 430, L.R. Khatian No. 1986, in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality, since been included within Bidhannagar Municipal Corporation by purchase from its recorded owners namely **Noor Islam & Others** by virtue of an Indenture of sale dated 06.03.2012, executed by the said **Noor Islam & Others**, therein jointly referred to as the Vendors in one Part and



Bengal DCL Housing Development Company Limited, therein referred to as the Purchaser of the Other Part and Registered at the office of the Additional District Sub-Registrar, Bidhannagar and recorded in **Book no. 1**, **Being no. 02959 for the Year 2012**, against valuable considerations mentioned therein the said Indenture of sale.

i.e. All that piece or parcel of total land admeasuring 9(Nine) Cottahs 8(Eight) Chittacks 22 (Twenty Two) Sq. ft. [equivalent to 15.72 decimal, be the same a little more or less], comprised in R.S./L.R. Dag No. 4228 appertaining to R.S. Khatian No. 430 L.R. Khatian Nos. 1986, 3190/2, (later mutated in L.R. Khatian no. 7274 in the name of Bengal DCL Housing Development Company Limited) in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality, since been included within Bidhannagar Municipal Corporation.

AND WHEREAS while the said Bengal DCL Housing Development Company Limited was absolutely seized possessed of and/or otherwise well and sufficiently entitled to the said total land admeasuring total land admeasuring 9(Nine) Cottahs 8(Eight) Chittacks 22 (Twenty Two) Sq. ft. [equivalent to 15.72 decimal, be the same a little more or less], comprised in R.S./L.R. Dag No. 4228 apportaining to R.S. Khatian No. 430 L.R. Khatian Nos. 1986, 3190/2, (later mutated in L.R. Khatian no. 7274 in the name of Bengal DCL Housing Development Company Limited) in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality, since been included within Bidhannagar Municipal Corporation, in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality, since been included within Bidhannagar Municipal Corporation, which has been specified in Part IV of Schedule "A" hereunder written, for diverse bonafide causes the said Bengal DCL Housing Development Company Limited, sold transferred assigned and parted with possession the said entire land admeasuring 9(Nine) Cottahs 8(Eight) Chittacks 22 (Twenty Two) Sq. ft. [equivalent to 15.72 decimal, be the same a little more or less], comprised in R.S./L.R. Dag No. 4228 appertaining to R.S. Khatian No. 430 L.R. Khatian Nos. 1986, 3190/2, (later mulated in L.R. Khatian no. 7274 in the name of Bengal DCL Housing Development Company Limited) in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality and now lying within the jurisdiction of Bidhan Nagar Municipal Corporation, in the joint favour of (1) M/S VISWAKARMA COMMERCE CENTER PRIVATE LIMITED (the Land Owner/Vendor No. 6 herein) & (2) MR. MONDJ KUMAR AGARWAL, (the Land Owner/Vendor No.7 herein) by a Registered Deed of



Limited through its authorized Director Mr. Indranil Majumdar (as per board resolution of the company dated 22.03.2012) (therein referred to as the Vendor) and jointly in favour of the present Land Owner/ Vendor nos. 6 & 7 herein i.e.(1) Mrs viswakarma commerce center private Limited & (2) Mr. Monou kumar agarwal, and Registered at the office of the Additional District Sub-Registrar, Bidhannagar and recorded in Book no. 1, CD volume no. 6 Pages 8397 to 8419, Being no. 03990 for the Year 2012, against valuable considerations mentioned therein the said Deed of Conveyance.

AND WHEREAS since after purchase of the said piece or parcel of fand admeasuring land admeasuring 9(Nine) Cottahs 8(Eight) Chittacks 22 (Twenty Two) Sq. ft. [equivalent to 15.72 decimal, be the same a little more or less], comprised in R.S./L.R. Dag No. 4228 appertaining to R.S. Khatian No. 430 L.R. Khatian Nos. 1986, 3190/2, (later mutated in L.R. Khatian no. 7274 in the name of Bengal DCL Housing Development Company Limited) in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality. which has been specified in Part IV of Schedule "A" hereunder written, the land Owner/Vendor Nos. 6 & 7 herein and the land Owner/Vendor Nos. 6 & 7 herein have duly mutated their names in respect of the said land in proportion to their share of purchase in the office of the B.L.L.R.O. Rajarhat in respective L.R. Khatian Nos.10542 (in the name of Land Owner/Vendor no. 6) & L.R. Khatian Nos.10543 (in the name of Land Owner/Vendor no. 7) and have been paying their respective revenue to the Govt, of West Bengal and have been enjoying their said property uninterruptedly as owners thereof and by converting the land from Agriculture (Sali) to Homstead (Bastu) vide Respective certificate of conversion issued by Collector u/s 4C of W.B.L.R. Act 1955/B.L.L.R.O. Rajarhat, North 24-Parganas (1) under Memo no. 436/B.L.& E.R.O./RHT/17 dated 13.04.2017 in the name of Viswakarma Commerce Center Private Limited in respect of 07 decimal (out of 71 Decimal) land of Plot no. 4228, L.R.Khatian No. 10542] & (2) under Memo no. 439/B.L.& L.R.O./RHT/17 dated 13.04.2017 in the name of Mano] Kumar Agarwal in respect of 06 decimal (out of 71 Decimal) land of Plot no. 4228, L.R.Khatian No. 10543];

AND WHEREAS One Rathindra Nath Misra was the sole and absolute owner and was absolutely seized possessed of and/or otherwise well and sufficiently entitled to All that contiguous piece or parcel of land admeasuring 5 (five) decimal be the same a little more or less comprised in R.S. / L.R Dag no. 4228, appertaining to R.S. Khatian No. 430 in Mouza Gopalpur, J.E. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality, since been included within Bidhannagar Municipal Corporation by Purchase from its erstwhile recorded owner namely One Sri Malay Pramanik by a Bengali Saf Cobala dated 17.05.1993, executed by the said Sri Malay Pramanik, therein



referred to as the Vendor in one part in favour of the said Sri Rathindra Nath Misra, therein referred to as the Purchaser and Registered at the office of the Additional District Sub-Registrar, Bidhannagar and recorded in Book no. 1, volume no. 44, Pages 31 to 40 Being no. 1946 for the Year 1996, against valuable considerations mentioned therein the said Bengali Saf Cobala;

AND WHEREAS while the said Sri Rathindra Nath Misra was absolutely seized possessed of and/or otherwise well and sufficiently entitled to All that contiquous piece or parcel of land admeasuring 5 (Five) decimal be the same a little more or less as aforesaid, comprised in R.S. / L.R Dag no. 4228, appertaining to R.S. Khatian No. 430 in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality (since been included within Bidhannagar Municipal Corporation), on due mutation of his name in separate L.R. Khatian No. 2501/2, in the office of the concerned B.L.L.R.O. and upon payment of Govt. revenue and taxes to the appropriate authority, the said Sri Rathindra Nath Misra for diverse bonafide causes sold transferred assigned and parted with possession All that piece or parcel of land admeasuring [3(Three) Cottahs (equivalent to 5 Decimal) be the same a little more or less, comprised in R.S. / L.R Dag no. 4228, appertaining to R.S. Khatian No. 430, L.R. Khatian No. 2501/2 in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rejarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality, in the joint favour of Sheikh Habibur Rahaman, Sheikh Hejbulla, Sheikh Abdul Kalam, Sheikh Aalem, Sheikh Hafhijur Rahman, Sairabanu Bibi, Ayesa Bibi, Fhatema Bibi, Nur Islam and Najrul Islam by a Registered Deed of conveyance dated 12th May 2012 and executed by the said Sri Rathindra Nath Misra (therein referred to as the Vendor) in the joint favour of the said Sheikh Habibur Rahaman, Sheikh Hejbulfa, Sheikh Abdul Kalam, Sheikh Aalem, Sheikh Hafhijur Rahman, Sairabanu Bibi, Ayesa Bibi, Fhatema Bibi, Nur Islam, Najrul Islam, therein referred to as the Purchasers and Registered at the office of the Additional District Sub-Registrar, Bidhannagar and recorded in Book no. 1, Being no. 5893 for the Year 2012, against valuable considerations mentioned therein the said Deed of Conveyance;

AND WHEREAS One Nanda Kumar Biswas was the sole and absolute Owner and absolutely seized possessed of and/or otherwise well and sufficiently entitled to All that piece or parcel of land admeasuring 4 (Four) decimal be the same a little more or tess comprised in R.S. / L.R Dag no. 4228, apportaining to R.S. Khatian No. 430 in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within word No. 5 of Rajarhat Gopalpur Municipality, since been included within Bidhannagar Municipal Corporation by Purchase from its erstwhile recorded owner namely the said Sri Malay Pramanik, therein referred



to as the Vendor in one part in the favour of the said Nanda Kumar Biswas, therein referred to as the Purchaser and Registered at the office of the Additional District Sub-Registrar, Bidhannagar and recorded in Book no. 1, volume no. 44, Pages 11 to 20 Being no. 1944 for the Year 1996, against valuable considerations mentioned therein the said Bengali Saf Cobala;

AND WHEREAS while the said Nanda Kumar Biswas was exclusively seized possessed of and/or otherwise well and sufficiently entitled to All that piece or parcel of land admeasuring 4 (Four) decimal be the same a little more or less as aforesaid, comprised in R.S. / L.R Dag no. 4228, appertaining to R.S. Khatian No. 430, in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality (since been included within Bidhannagar Municipal Corporation), on due mutation of his name in separate L.R. Khatian No. 1511/1, in the office of The B.L.L.R.O., Rajarhat, and upon payment of Govt, revenue and taxes to the appropriate authority, the said Sti Nanda Kumar Biswas for diverse bonafide causes sold transferred assigned and parted with possession All that piece or parcel of land admeasuring 4 (Four) decimal be the same a little more or less as aforesaid, comprised in R.S. / L.R Dag no. 4228, appertaining to R.S. Khatian No. 430, L.R. Khatian No. 1511/1, in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality, in the joint favour of Sheikh Habibur Rahaman, Sheikh Hejbulla, Sheikh Abdul Kalam, Sheikh Aalem, Sheikh Hafhijur Rahman, Sairabanu Bibi, Ayesa Bibi, Fhatema Bibi, Nur Islam and Najrul Islam by a Registered Deed of conveyance dated 12th May 2012 and executed by the said Sri Nanda Kumar Biswas [through his Regd, Constituted Attorney Prof. Dr. Ashoke Kumar Bhattacharrya, son of Late Prasanta Chandra Bhattacharrya of 43/1 Shyam Nagar Road, Swapnapuri, Flat no. 9, 2nd Floor, Kolkata – 700055 vide Power of Attorney dated 26,04,2008, executed by Sri Nanda Kumar Biswas and Regd in the office of the A.R.A. - III, Kolkata and recorded in Book no. IV, Being No. 02342, for the Year 2008] and therein referred to as the Vendor and Registered at the office of the Additional District Sub-Registrar, Bidhannagar and recorded in Book no. 1, Being no. 5880 for the Year 2012, against valuable considerations mentioned therein the said Deed of Conveyance,

AND WHEREAS while the said Sheikh Habibur Rahaman, Sheikh Hejbulla, Sheikh Abdul Kalam, Sheikh Aalem, Sheikh Hafhijur Rahman, Sairabanu Bibi, Ayesa Bibi, Fhatema Bibi, Nur Islam, Najrul Islam were jointly seized possessed of and/or otherwise well and sufficiently entitled to All that piece or parcel of land admeasuring 9 (Nine) decimal be the same a little more or less as aforesaid, comprised in R.S. / L.R. Dag no. 4228, appertaining to R.S. Khatian No. 430, L.R. Khatian Nos. 1118/2, 1176/1 and 1511/1 in Mouza



Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality (since been included within Bidhannagar Municipal Corporation, the said Sheikh Habibur Rahaman, Sheikh Hejbulla, Sheikh Abdul Kalam, Sheikh Aalem, Sheikh Hafhijur Rahman, Sairabanu Bibi, Ayesa Bibi, Fhatema Bibi, Nur Islam, Najrul Islam for diverse bonafide causes (1) firstly sold transferred assigned and parted with possession All that piece or parcel of land admeasuring. 4 (Four) decimal be the same a little more or less as aforesaid, comprised in R.S. / L.R. Dag no. 4228, appertaining to R.S. Khatian No. 430, L.R. Khatian No. 1511/1 in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality (since been included within Bidhannagar Municipal Corporation), in the favour of M/s VISWAKARMA APARTMENT PRIVATE LIMITED (the Land Owner/Vendor No. 8 herein) by a Registered Deed of conveyance dated 14th May 2012 and executed by the said Sheikh Habibur Rahaman, Sheikh Hejbulla, Sheikh Abdul Kalam, Sheikh Aalem, Sheikh Hafhijur Rahman, Sairabanu Bibi, Ayesa Bibi, Fhatema Bibi, Nur Islam and Najrul Islam [therein referred to as the Vendors represented by their Regd, Constituted attorney namely Sri Malay Pramanik [vide Two Registered Power of Attorney one dated 08.02.2010 vide Instrument of Power recorded in Book IV, Being no. 0134 of 2010 executed jointly as Principles by Sheikh Habibur Rahaman, Sheikh Hejbulla, Sheikh Abdul Kalam, Sheikh Aalem, Sheikh Hafhijur Rahman, Sairabanu Bibi, Ayesa Bibi and another dated 10.05.2012 vide Instrument of Power recorded in Book IV, Being no. 00599 of 2012 executed jointly as Principles by Fhatema Bibi, Nur Islam and Najrul Islam both regd. in the office of A.D.S.R. Bidhannagar and in favour of Malay Pramanik of Lalbari, MB/1, Mahisbathan, Kolkata - 700102, as attorney] in favour of Mrs viswakarma apartment private Limited (the Land Owner/Vendor No. 8 herein, therein referred to as the Purchaser) and Registered at the office of the Additional District Sub-Registrar, Bidhannagar and recorded in Book no. 1, CD volume no. 9 Pages 431 to 449, Being no. 05944 for the Year 2012, against valuable considerations mentioned therein the said Doed of Conveyance and thereafter the said Sheikh Habibur Rahaman, Sheikh Hejbulla, Sheikh Abdul Kalam, Sheikh Aalem, Sheikh Hafhijur Rahman, Sairabanu Bibi, Ayesa Bibi, Fhatema Bibi, Nur Islam, Najrul Islam (2) secondly sold transferred assigned and parted with possession All that piece or parcel of land admeasuring 3(Three) Cottahs (equivalent to 5 Decimal) be the same a little more or less, comprised in R.S. / L.R Dag no. 4228, appertaining to R.S. Khatian No. 430, L.R. Khatian No. 2501/2 in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality and now lying within the jurisdiction of Bidhannagar Municipal Corporation



and in the favour of M/s viswakarma appartment private limited (the Land Owner/Vendor No. 8 herein) by a Registered Deed of conveyance dated 14th May 2012 and executed by the said Sheikh Habibur Rahaman, Sheikh Hejbulla, Sheikh Abdul Kalam, Sheikh Aalem, Sheikh Hafhijur Rahman, Sairabanu Bibi, Ayesa Bibi, Fhatema Bibi, Nur Islam and Najrul Islam [therein referred to as the Vendors represented by their Regd Constituted attorney namely Sri Malay Pramanik vide Two Registered Power of Attorney one dated 08.02,2010 vide Instrument of Power recorded in Book IV, Being no. 0134 of 2010 executed jointly as Principles by Sheikh Habibur Rahaman, Sheikh Hejbulla, Sheikh Abdul Kalam, Sheikh Aalem, Sheikh Hafhijur Rahman, Sairabanu Bibi, Ayesa Bibi and another dated 10.05.2012 vide Instrument of Power recorded in Book IV, Being no. 00599 of 2012 executed jointly as Principles by Fhatema Bibi, Nur Islam and Najrul Islam both regd. in the office of A.D.S.R. Bidhannagar and in favour of Malay Pramanik of Lalbari, MB/1, Mahisbathan, Kolkata - 700102, as attorney] in favour of MIS VISWAKARMA APPARTMENT PRIVATE LIMITED (the Land Owner/Vendor No. 8 herein therein referred to as the Purchaser) and Registered at the office of the Additional District Sub-Registrar, Bidhannagar and recorded in Book no. 1, CD volume no. 8 Pages 16769 to 16787, Being no. 05912 for the Year 2012, against valuable considerations mentioned therein the said Deed of Conveyance and thus the Land Owner/Vendor no. 8 namely m/s viswakarma appartment private limited became the Owner of all that piece or parcel of land admeasuring 9 (Nine) decimal be the same a little more or less as aforesaid, comprised in R.S. / L.R Dag no. 4228, appertaining to R.S. Khatian No. 430 , L.R. Khatian No. 1511/1 and 2501/2 in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rejarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality (since been included within Bidhannagar Municipal Corporation), since been mutated in the name of Mrs VISWAKARMA APPARTMENT PRIVATE LIMITED (the Land Owner/Vendor No. 8 herein) in L.R. Khatian No. 10791 for 9 decimal land in its 1337 share and which has since been converted from Agriculture (Sali) to Homstead (Bastu) vide certificate of conversion issued by Collector u/s 4C of W.B.L.R. Act 1955/B.L.L.R.O. Rajarhat, North 24-Parganas under Memo no. 437/B.L.& L.R.O./RHT/17 dated 13.04.2017 in the name of Viswakarma Apartment Private Limited in respect of 09 decimal (out of 71 Decimal) land of Plot no. 4228, L.R.Khatian No. 10791], which property has been specifically described in Part V of Schedule "A" hereunder written];

AND WHEREAS One Dr. Joy Kumar Saha jointly with his wife namely Dr. Chandana Saha were joint Owners and jointly seized possessed of and/or otherwise well and sufficiently entitled to All that piece or parcel of land admeasuring 2 (Two) decimal equivalent to 1 (One) Cottah 3 (Three) Chittacks 16.2 (Sixteen point two) Sq. ft. be the same a little more or less comprised in R.S. / L.R Dag no. 4228, appertaining to R.S. Khatian No.



430 in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality, since been included within Bidhannagar Municipal Corporation by Purchase from its erstwhile recorded owner namely One Sri Malay Pramanik by a Bengali Saf Cobala dated 07.07.1994, executed by the said Sri Malay Pramanik, therein referred to as the Vendor in one part in the joint favour of the said Dr. Joy Kumar saha and Dr. Chandana Saha, therein referred to as the Purchasers and Registered at the office of the Additional District Sub-Registrar, Bidhannagar and recorded in Book no. 1, volume no. 100, Pages 27 to 34 Being no. 4610 for the Year 1994, against valuable considerations mentioned therein the said Bengali Saf Cobala;

AND WHEREAS while the said Dr. Joy Kumar Saha and Dr. Chandana Saha, were jointly seized possessed of and/or otherwise well and sufficiently entitled to All that piece or parcel of land admeasuring 2 (Two) decimal equivalent to 1 (One) Cottain 3 (Three) Chittacks 16.2 (Sixteen point two) Sq. ft. be the same a little more or less as aforesaid, comprised in R.S. / L.R Dag no. 4228, appertaining to R.S. Khatian No. 430, in Mouza Gopalgur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rejarket, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality (since been included within Bidhannagar Municipal Corporation), on due mutation of their respective names in separate L.R. Khatian Nos. 1118/2 and 1176/1, in the office of the concerned B.L.L.R.O. and upon payment of Govt. revenue and taxes to the appropriate authority, the said Dr. Joy Kumar Saha and Dr. Chandana Saha for diverse bonafide causes sold transferred assigned and parted with possession all that piece or parcel of land admeasuring 2(Two) Decimal be the same a little more or tess, comprised in R.S. / L.R Dagno, 4228, appertaining to R.S. Khatian No. 430 in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality, in the joint favour of Sheikh Habibur Rahaman, Sheikh Hejbulla, Sheikh Abdul Kalam, Sheikh Aalem, Sheikh Hafhijur Rahman, Sairabanu Bibi, Ayesa Bibi, Fhatema Bibi, Nur Islam and Najrul Islam by a Registered Deed of conveyance dated 4th December 2012 and executed by the said Dr. Joy Kumar Saha and Dr. Chandana Saha, therein referred to as the Vendors and Registered at the office of the Additional District Sub-Registrar, Bidhannagar and recorded in Book no. 1, Being no. 14442 for the Year 2012, against valuable considerations mentioned therein the said Deed of Conveyance;

AND WHEREAS while the said Sheikh Habibur Rahaman, Sheikh Hejbulla, Sheikh Abdul Kalam, Sheikh Aalem, Sheikh Hafhijur Rahman, Sairabanu Bibi, Ayesa Bibi, Fhatema Bibi, Nur Islam and Najrul Islam were jointly seized possessed of and/or otherwise well and sufficiently entitled to all that piece or parcel of land admeasuring 2 (Two) decimal 2 (Two) decimal equivalent to 1 (One) Cottah 3 (Three) Chittacks 16.2



(Sixteen point two) Sq. ft. be the same a little more or less as aforesaid, comprised in R.S. / L.R Dag no. 4228, appertaining to R.S. Khatian No. 430, in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality (since been included within Bidhannagar Municipal Corporation), upon payment of Govt. revenue and taxes to the appropriate authority they jointly sold transferred assigned and parted with possession all that piece or parcel of land admeasuring 2 (Two) decimal equivalent to 1 (One) Cottah 3 (Three) Chittacks 16.2 (Sixteen point two) Sq. ft.be the same a little more or less as aforesaid, comprised in R.S. / L.R Dag no. 4228, appertaining to R.S. Khatian No. 430, L.R. Khatian Nos. 1118/2 and 1176/1, in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality (since been included within Bidhannagar Municipal Corporation), in the favour of wis VISWAKARMA GARDENS PRIVATE LIMITED (the Land Owner/Vendor No. 9 herein) by a Registered Deed of conveyance dated 19th December 2012 and executed by the said Sheikh Habibur Rahaman, Sheikh Heibulla, Sheikh Abdul Kalam, Sheikh Aalem, Sheikh Hafhijur Rahman, Sairabanu Bibi, Ayesa Bibi, Fhatema Bibi, Nur Islam and Najrul Islam [therein referred to as the Vendors represented by their Regd Constituted attorney namely Sri Malay Pramanik vide Two Registered Power of Attorney one dated 08.02.2010 vide Instrument of Power recorded in Book IV, Being no. 0134 of 2010 executed jointly as Principles by Sheikh Habibur Rehaman, Sheikh Hejbulla, Sheikh Abdul Kalam, Sheikh Aalem, Sheikh Hafhijut Rahman, Sairabanu Bibi, Ayesa Bibi and another dated 10.05.2012 vide Instrument of Power recorded in Book IV, Being no. 00599 of 2012 executed jointly as Principles by Fhatema Bibi, Nur Islam and Najrul Islam both regd. in the office of A.D.S.R. Bidhannagar and in favour of Malay Pramanik of Lalbari, MB/1, Mahisbathan, Kolkata – 700102, as attorney] in favour of mis viswakarma gardens private limited (the Land Owner/Vendor No. 9 herein, therein referred to as the Purchaser) and Registered at the office of the Additional District Sub-Registrar, Bidhannagar and recorded in Book no. 1, Being no. 14625 for the Year 2012, against valuable considerations mentioned therein the said Deed of Conveyance;

AND WHEREAS One Mina Paul wife of Sri Niharendu Pal of 134, Nagendra Nath Road, Kolkata ~ 700028 was the sole and absolute owner and was absolutely seized possessed of and/or otherwise well and sufficiently entitled to All that piece or parcel of land admeasuring 2 (Two) 4(Four) Chittacks be the same a little more or less as aforesaid, comprised in R.S. / L.R Dag no. 4228, appertaining to R.S. Khatian No. 430, in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality by Purchase from its erstwhile



recorded owner namely the said Sri Malay Pramanik by a Bengali Saf Cobala dated 27.06.1994, executed by the said Sri Malay Pramanik, therein referred to as the Vendor in one part in the favour of the said Smt. Mina Pal, therein referred to as the Purchaser and Registered at the office of the Additional District Sub-Registrar, Bidhannagar and recorded in Book no. 1, volume no. 92, Pages 235 to 244 Being no. 4239 for the Year 1996, against valuable considerations mentioned therein the said Bengali Saf Cobala;

AND WHEREAS while the said Smt. Mina Paul became the sole and absolute owner and was absolutely seized possessed of and/or otherwise well and sufficiently entitled to All that piece or parcel of land admeasuring 2 (Two) 4(Four) Chittacks be the same a little more or less as aforesaid, comprised in R.S. / L.R Dag no. 4228, appertaining to R.S. Khatian No. 430, in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality on due mutation of her name in the office of the B.L.L.R.O. Rajarhat with a separate L.R. Khatian being no. 2363/2 in her name and upon payment of Govt. revenue and Taxes, she for diverse bonafide causes sold transferred assigned and parted with possession her said purchased land in entirety admeasuring 2(two) Cottahs 4(Four) Chittacks 0 (Zero) Sq. ft. be the same a little more or less comprised in R.S. / L.R Dagino, 4228, appertaining to R.S. Khatian No. 430, L.R. Khatian No. 2363/2 in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality, in favour of M/s viswakarma gardens private Limited (the Land Owner/Vendor No. 9 herein), by a Registered Deed of conveyance dated 4th December 2012 and executed by the said Smt Mina Pal (therein referred to as the Vendor) and in favour of the present Land Owner/ Vendor no. 9. i.e. m/s viswakarma gardens private Limited and Registered at the office of the Additional District Sub-Registrar, Bidhannagar and recorded in Book no. 1, CD volume no. 20, Pages 7567 to 7581, Being no. 14441 for the Year 2012, against valuable considerations mentioned therein the said Deed of Conveyance.

AND WHEREAS thus the present Land Owner/ Vendor no. 9. i.e. m/s viswakarma gardens private Limited by virtue of the said Two Registered Deeds of conveyance, as aforesaid, became the sole owner and absolutely seized possessed of and/or otherwise well and sufficiently entitled to All that piece or parcel of land admeasuring 3 (Three) 7(Seven) Chittacks 16.2 (Sixteen point Two) Sq. be the same a little more or less as aforesaid, comprised in R.S. / L.R Dag no. 4228, appertaining to R.S. Khatian No. 430, in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality and presently lying within the jurisdiction of Bidhannagar Municipal Corporation and accordingly M/s VISWAKARMA GARDENS PRIVATE LIMITED (the Land



Owner/Vendor No. 9 herein) duly mutated its name in the office of the B.L.L.R.O., Rajarhat and its name has been duly recorded in separate L.R. Khatian No. 10790 for 5 (five) decimal land in its total 788 share and by converting the land from Agriculture (Sali) to Homstead (Bastu) vide certificate of conversion issued by Collector u/s 4C of W.B.L.R. Act 1955/B.L.L.R.O. Rajarhat, North 24-Parganas under Memo no. 435/B.L.& L.R.O./RHT/17 dated 13.04.2017 in the name of Viswakarma Gardens Private Limited in respect of 05 decimal (out of 71 Decimal) land of Plot no. 4228, L.R.Khatian No. 10790]; which property has been specifically described in Part VI of Schedule "A" hereunder written];

AND WHEREAS thus the Land Owner/Vendors Nos. 1 to 9 herein declare that they became the joint owners of ALL THAT piece or parcel of Bastu land admeasuring 2 (Two) Bigha 9 (Nine) Cottahs 2 (Two) Chittacks 35.6 (Thirty Five point Six) Sq. ft. (as per Purchase Deeds) but according to shares as per B.L.R.O. Mutation 2 (Two) Bigha 8 (Eight) Cottahs 3 (Three) Chittacks 11.4 (Eleven point four) Sq. ft. be the same a little more or less comprised in R.S./L.R. DAG NO.4229 and R.S./L.R. DAG NO. 4228 appertaining to R.S. Khatian No. 442 and R.S. Khatian No. 430 Corresponding to L.R. Khatian Nos. 10539 (in the name of Land Owner Vendor No. 1 for 12 decimal in 1517 share), L.R. Khatian Nos. 10540 (in the name of Land Owner Vendor No. 2 for 11 decimal in 1517 share), L.R. Khatian Nos. 10541 (in the name of Land Owner Vendor No. 3 for 11 decimal in 1517 share) L.R. Khatian No.10792 (in the name of Land Owner/Vendor no.4 for 8 decimal in 1081 share), L.R. Khatian No.10794 (in the name of Land Owner/Vendor no.5 for 9 decimal in 1268 share), L.R. Khatian Nos.10542. (in the name of Land Owner/Vendor no. 6 for 7 decimal in 0947 share), L.R. Khatian Nos.10543 (in the name of Land Owner/Vendor no. 7 for 6 decimal in 0946 share), L.R. Khatian No. 10791 (in the name of the Land Owner/Vendor No. 8 herein for 9 decimal land in 1337 share), L.R. Khatian No. 10790 (in the name of the Land Owner/Vendor No. 9 herein for 5 decimal land in 788 share) all in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality, since been included within Bidhannagar Municipal Corporation;

AND WHÉREAS the Present Land Owners/Vendors herein further declare that while they became joint owners of ALL THAT piece or parcel of Bastu land admeasuring 2 (Two) Bigha 9 (Nine) Cottahs 2 (Two) Chittacks 35.6 (Thirty Five point Six) Sq. ft. be the same a little more or less (as per Purchase Deeds) but according to shares as per B.L.R.O. Mutation 2 (Two) Bigha 8 (Eight) Cottahs 3 (Three) Chittacks 11.4 (Eleven point four) Sq. ft. be the same a little more or less comprised in R.S./L.R. DAG NO.4229 and R.S./L.R. DAG NO.4228 appertaining to R.S. Khatian No. 442 and R.S. Khatian No. 430 Corresponding to L.R. Khatian Nos. 10539, 10540, 10541,10792, 10794,10542,10543,10791,10790 all in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat



Gopalpur Municipality, since been included within Bidhannagar Municipal Corporation, and while they have been possessing the same in common, the said Land Owners/Vendors herein, for their mutual and maximum advantage and best convenience amalgamated their individual purchased portion each other in respect of the said. Two R.S./L.R. Dag Nos. 4229 and 4228 and for all practical purposes and forever and obviously in order to utilize the same in common and without asking for partition or division of the same and basically with the intention of joint Development of the same through suitable Developer/Promoter having means and experience and accordingly entered into an agreement amalgamating their said land admeasuring 2 (Two) Bigha 9 (Nine) Cottahs 2 (Two) Chittacks 35.6 (Thirty Five point Six) Sq. ft. be the same a little more or less (as per Purchase Deeds) but according to shares as per B.L.R.O. Mutation 2 (Two) Bigha 8 (Eight) Cottahs 3 (Three) Chittacks 11.4 (Eleven point four) Sq. ft. be the same a little more or less comprised in Two R.S./L.R. Dag Nos.4229 and 4228 appertaining to R.S. Khatian No. 442 and R.S. Khatian No. 430 Corresponding to L.R. Khatian Nos. 10539, 10540, 10541,10792, 10794,10542,10543,10791 & 10790 all in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality, since been included within Bidhannagar Municipal Corporation, since been lying within ward no. 4 of Bidhannagar Municipal Corporation, hereinafter for brevity referred to as "the said Property" and more fully and specifically described in Schedule "A" hereunder written.

AND WHEREAS the Land Owners/Vendors of the one part although for their own necessity desire to develop the said property more fully & specifically described in schedule "A" hereunder written on demolition of their existing structures standing thereon and to dispose of the same by way of sale to the intended buyers but for their diverse bonafide causes and respective individual assignment/business/personal woks and obviously for their best mutual advantage, they have jointly decided to develop the same not by themselves but through a suitable Developer having capability and experience of Development of similar project and accordingly the Land Owners/Vendors herein jointly proposed M/s. OSWAL PROPERTIES PRIVATE LIMITED, the Developer/Promoter of the other part herein, through its authorized Director Mr. Sourav Bafna, who is known as established Developer having enough means and experience of Development in similar project and accordingly requested it to undertake development of their joint amalgamated property described in schedule "A" hereunder written by constructing one High rise Building thereon on demolition of existing structure/Tile shod standing thereon and to sale the entire sealable spaces of the constructed Building through the Developer and to share gross receipt of sealable space in the building after its completion and sale in proportionate ratio.



AND WHEREAS the Land Owners represented and assured the Developer that

- That the Land Owners are the joint owners of the subject land comprised in the property as described in the Schedule "A" hereunder written, the Title of the owner is free from all encumbrances, charges, liens, lispendens, alignment, mortgage and that they have free, clear and marketable title with full right power and authority to deal with the subject property specified in schedule "A" hereunder written and that no part of the same is lying under Debuttor/wakf or minor estate and as on date there is no Bargadar or Bhagchasi recorded in respect of the said property specified in schedule "A" hereunder written or on any part of the same and that there is no injunction order is in force and that there is no court case/suit/execution/Appeal/Misc Appeal is/are pending in any Court in India in relation or concerning the subject property specified in schedule "A" hereunder written on the date of execution of these presents and that there is no attachment under the provisions of the Public Demand Recovery Act, 1913 or under the Income Tax, 1961 or under any statute of central Govt or state Govt or local body and that there is no embargo upon the Land Owners of the one Part in dealing with the subject land and its development and/or in transferring and/or alienating the same in any manner whatsoever at the instance of the Land Owners and that no attorney or trustee or agent have been appointed by the Owners for dealing of the subject property specified in schedule A hereunder written;
- b) That the subject property under schedule "A" is not within any scheme of acquisition requisition alignment by central or state government local authority, body corporate, Municipal corporation or by any statutory body including K.M.D.A, and further the owner or their respective predecessors-in-interest/title have/had received any notice of acquisition requisition and/or alignment in respect of subject property specified in schedule "A" hereunder written and the land owners are neither aware of nor have knowledge of any circumstances or facts or matters which are likely to give rise to any such notices or claims or proceedings;
- That the owner is in compliance in all respects with the terms and conditions contained in each of the Title Deeds. The applicable stamp duty on each of such documents has been duly paid, and each of these documents have been duly registered with the Registrar of competent jurisdiction pursuant to the applicable requirements under the Indian Registration Act, 1908; and that entirety of each of the land parcels comprising the property are free from all Encumbrances, whatsoever or howsoever and that save and except the owner, no other person and/or third party has got any manner of right or title or interest or claim demand over or in respect of any part of the subject land specified in schedule "A" hereunder written or any part or portion thereof and that the owner has not dealt with any part or portion of land comprising the property in any manner or created any third party right or title or interest therein or entered into any agreement, contract etc. in respect thereof;



- d) That all the title deeds and Back deeds and related Title Documents are lying in custody of the Land Owners and no part of the same is missing or reported as missing and the Land Owners assured that no part of the Title papers concerning the subject property or any part thereof have been deposited in favour of any individual/Company/firm/financial Institute/LiC/ Bank with the intention of creating an equitable mortgage or as security for performance of any act or payment of any money or otherwise;
- e) That no person or persons whoseever has claimed any right of pre-emption over or in respect of the subject land specified in schedule "A" hereunder written or any part thereof and there are no outstanding actions, claims or demands between the owner and any third party in respect of any of the said land or its part and that no right or easement that may be required for execution of the Project and/or appurtenant to and/or benefitting each of the land parcels comprising the property is restricted in any way and such rights and easements are enjoyed freely without interruption and without restrictions as to hours of use or otherwise and no person or Governmental Authority has any right to terminate or curtail a right or easement appurtenant to or benefitting any of the land parcels comprising the property and that the owner does not hold any excess land under the provisions of any Applicable Laws (central or state or local), and no part or portion of any of the land parcels comprising the property has ever been vested or been the subject matter of any vesting proceedings and that the provisions of the East Kolkata Wetlands (Conservation and Management) Act, 2006, do not apply to any of the land parcels comprising the property; and that the Land owners have been in continuous peaceful and physical possession of the subject land specified in schedule "A" hereunder written, without any hindrance or impediment; and that each of the representation and warranties contained herein are true and correct and shall survive and subsist at all times and that the Land Owners no. 1 to 9 entered into an agreement amongst themselves for amalgamation of their property in joint use in accordance with law with intention for joint development and sale:

AND WHEREAS the Developer of the other part through its authorized Director, on the approach of the Parties of the One Part and relying on the aforesaid representations and believing the same to be true and correct and being interested to undertake development of Land Owners' amalgamated property described in schedule "A" hereunder written by way of constructing one High rise Building thereon as per building plan, to be sanctioned by Bidhannagar Municipal Corporation or other appropriate authority and subject to the terms and conditions set forth in this agreement and specifically on the basis of proposed mode and manner of sharing allocation in terms of gross receipt of scalable area/space in the building (on its completion and sale) in proportionate ratio, expressed its willingness towards undertaking such development project on the terms and conditions as contained herein this agreement, which both



parties herein agreed and accepted subject to strict compliance of all terms and conditions and obligations on their respective part.

NOW IT IS EXPEDIENT TO HAVE A DEED OF AGREEMENT BETWEEN THE PARTIES CODIFYING ITS TERMS AND CONDITIONS BLACK AND WHITE TO AVOID FUTURE DISPUTES AMONGST THEMSELVES AS HEREUNDER WRITTEN:

- 1. That in lieu of the consideration as recorded hereinafter, the Land owners hereby and hereunder, herewith grant, assure and assign in favour of the Developer, the sole and exclusive Development Rights in respect of the subject property specified in schedule "A" hereunder written and to build upon and/or commercially exploit the said property mentioned in Schedule 'A' hereunder written and for construction of the said Housing project comprising of a single High rise multistoried Building thereon (up to any floor, as would be permitted by the competent authority), as aforesaid subject to sanction of building plan/s to be sanctioned by Bidhannagar Municipal Corporation or other appropriate authority or authorities as the case may be, together with all benefits, privileges and rights appurtenant thereto and in lieu of the consideration as recorded herein, the Developer accepts the aforesaid grant of the Development Rights in respect of the property, and agrees to undertake the development of the Project, at its own cost and expense and Simultaneously with the execution of this Agreement, the owner has put the Developer in exclusive vacant, khas, peaceful and physical possession of the entirety of land specified in schedule "A" hereunder written, which receipts the Developer herein through its authorized Director herewith admits & acknowledges accordingly and the Developer shall be entitled to retain and continue to hold such exclusive possession thereof and shall have all the rights to deal with the property and to implement and execute the rights, powers and interest granted herein, in manner stipulated herein in this Agreement:
- 2. That it is agreed and understood by and between the parties that the Land owners shall not retain any right to Transfer and/or deal with any of the land comprising the property specified in schedule "A" hereunder written and/or construction to be made on the property and/or Saleable areas in the project or land of the project or any part or portion thereof, save and except in the manner as stipulated herein;
- 3. That the Developer shall be entitled to carry on the work of construction on the basis of sanctioned plan as would be permissible on existing Laws over the land specified in schedule "A" hereunder written and as per design and advise of the Architect to be engaged in the project at its sole discretion;



- 4. The Land owners hereby agree and undertake that subject to receipt from the Developer of the Security Deposit and the Owner's Allocation in the manner as stipulated herein mentioned, the grant of the Development Rights to the Developer is on a sole, exclusive and irrevocable basis, free and clear of all Encumbrances.
- 5. That the consideration in fieu whereof the Land Owners have granted the Development Rights to, unto and in favour of the Developer is the receipt, by the Land Owners from the Developer, of: (i) the refundable/adjustable Security Deposit, (ii) Developer agreeing to undertake the construction and completion of the project at its own cost and expense, or of its nominees; and (iii) The receipt by the Land Owners of the Land Owners' Allocation in the manner stipulated herein, it being agreed and understood that the aforesaid consideration as also the manner of computation of the Land Owners' Allocation shall at all times remain fixed and firm provided that the aforesaid understanding shall in no manner prejudice the rights of the Developer and Land Owners as stipulated therein.
- 6. The consideration in lieu whereof the Developer has accepted the grant of the Development Rights from the land owners and obligations under the Agreement, is the receipt by the Developer, of the Developer's Allocation in the manner stipulated herein.
- 7. It is hereby further agreed and clearly understood that apart from the Developer's Allocation, the Developer shall also be entitled to actual proportionate brokerage and other advertisement and marketing expenditure paid which is attributable to Land Owner's Allocation ("Marketing Fees") for doing, conducting and managing the marketing and sales of the Saleable Space of the Project and shall be computed and become payable at the time of making payment of the Land Owner's Allocation to the Land Owners.
- 8. That in order to secure due performance by the Developer of its obligations, the Developer has agreed to deposit a sum of Rs.2,50,00,000/- (Two Crore Fifty Lakh) as interest free security deposit (hereinafter referred to as "Security Deposit") with the Land owners.
- 9. That It is hereby further agreed and understood that the developer shall at all time have the absolute unbindered, unimpeded and unfettered right and authority in perpetuity to deal with and/or dispose of entire Saleable Space in the project and/or any part or portion thereof in such a manner and subject to such terms and conditions as may be decided by the Developer at its sole and absolute discretion and for such consideration to be determined, collected and/or appropriated by the Developer at its sole and absolute discretion and the Land owners shall have no right authority, objection, demand and/or claim of any nature or manner or on any ground or account whatsoever in this regard except the Land Owner's Allocation.



- 10. That without prejudice to any other rights and authorities of the Developer as per the terms of this agreement, the Developer shall also be entitled with effect from the date of execution of these presents the following:
- a) Permanent rights and entitlements to ingress, egress, roadways, pathways etc. on into, unto, from the subject property specified in schedule 'A" hereunder written or any part or portion thereof, irrespective of mentioning or non-mentioning in the contents of the agreement and that too without any interference, restrictions and/or obstructions whatsoever from the Land Owners:
- b) Publication/Advertisement/Marketing and publicity of the project/ affixing sign Board/Notification in any part of the subject property under Development, notifying Developer's undertaking project or the facilities to be provided in the construction;
- c) Without prejudice to any other rights and authorities of the Developer and irrespective of mentioning or non-mentioning in the contents of the agreement, the Developer shall be entitled to enter into Agreement for Sale and/or other agreements for sale and/or Transfer of Saleable Space or granting any manner of rights, interest on any part or portion of the project and/or any manner of rights, interest on any part of portion of the Property with intending purchaser(s) and to receive earnest money, part consideration and even full consideration for the same during the period of construction and even before start of the construction of the Project, on what is known as on ownership basis or otherwise, on such terms and conditions and at such price as the developer may think fit and proper at its sole and absolute discretion;
- 11. That in order to facilitate the Developer to undertake the construction, erection, completion and implementation of the Project and to inter alia (a) exercise the Development Rights, (b) exercise the rights granted hereinabove; (c) sell, license, lease, gift, transfer, Encumber or otherwise dispose of and/or deal with and/or alienate and/or create third party rights over; (i) any part or the whole of the constructions made on the subject property specified in schedule "A" hereunder written and/or Saleable Space in the project and/or (ii) any part or portion of the subject property specified in schedule "A" hereunder written; and/or (iii) an undivided share in any part or portion of the land comprised in the subject property specified in schedule "A" hereunder written; without prejudice to and in addition to and the other powers, rights and authorities granted hereunder by the Land Owners in favour of the Developer, the Land Owners hereby appoint the Developer, as their constituted attorney and authorized representative, inter alia for each of the aforesaid purposes in respect of the property and hereby unconditionally grants to and in favour of the Developer the irrevocable powers stated hereunder written and further has, simultaneously with the execution of these presents, granted in favour of the Developer several irrevocable powers by way of a separate power of attorney, each with the intent and purpose that such powers shall be effective and operational on and from the Effective Date, and the Land Owners shall be bound by each of



the acts done and executed by the Developer in pursuance of these powers and further the Land owners, hereby ratifies and confirms and agrees to ratify and confirm and be bound by all and whatsoever the Developer shall lawfully do or cause to be done in or about the property, in exercise of all the powers granted under these presents and/or in pursuance hereof. The Land Owners hereby agree to execute and register further requisite documents, including specific powers of attorney as may be required by the Developer from time to time;

- 12. That the Land owners acknowledge and accept that by virtue of this Agreement, the Developer has acquired a substantial interest and right in the subject Property specified in schedule "A" hereunder written of the Land Owners and thus, each of the powers granted in favour of the Developer including those under these presents as also under the abovementioned and several other powers of attorney that may be executed from time to time, being coupled with interest and consideration, may remain irrevocable.
- 13. That it is agreed and understood that the powers granted hereunder by the Land Owners to the Developer shall not absolve the Land owners from its liability and responsibility to make, file and obtain necessary sanctions, permissions etc., do such acts, deeds and things as may be reasonably requested by the Developer from time to time as also to fulfill and perform each of its several obligations and duties as stipulated herein.
- 14. Unanimously the Land Owners/Vendors and the Developer agree that the nomenclature of the proposed. High rise project to be developed over the property specified in schedule "A" hereunder written would be done at the sole discretion of the developer, which consists of a single Multistoried Building having apartments/ units therein with facilities of car Parking in the Ground Floor/Basement and Open areas as per Plan to be sanctioned by appropriate authority, the Particulars of which would be as hereunder:
- I. The High Rise Multistoried Building or Buildings to be constructed over the land-specified in schedule "A" hereunder written with all amenities, facilities and equipment comprised therein and delineated in the site plan "X" annexed hereto and bordered and coloured in red in the plan being the said land under project to be nomenclated before Registration under West Bengal Housing Industry Regulation Act, 2017;
- II. That the Developer herein of the other part at its cost shall cause demolition of the existing structures/dwelling units standing thereon at the said amalgamated Premises, (since been included within ward No. 4 of Bidhannagar Municipal Corporation and more specifically described in Schedule 'A' hereunder written and the Developer herein shall be entitled to utilize or dispose of the Building materials to be available from demolition of the existing structures standing thereon by themselves and/or to digest the sale proceeds in the event of sell of such building materials without furnishing any accounts whatsoever to the Land Owners / Vendors herein or without affording any price for such



disposal materials of the existing buildings to be available on demolition of the same, which both parties agreed and accepted herewith.

- III. For the purpose of development and making construction of the proposed single High rise multistoried Building on the said property mentioned in the Schedule 'A' hereunder written, the Land Owners/Vendors herein jointly and severally shall execute and register requisite general power of Attorney in respect of and for compliance of relevant terms and conditions of this agreement properly and for erection & completion of construction, sanction of Building plan or plans of the proposed Housing project over the said property specifically described in Schedule 'A' hereunder written, and for disposal of entire sealable space of the proposed Building after erection and completion of the same in all respect with all essential services provided therein, in favour of nominated and/or authorized Director of Developer/Promoter herein and for compliance of all its obligations in terms of this agreement, subject to strict compliance of and/or fulfillment of other terms and conditions specified in this agreement provided the Developer ensured payment of proportionate 43% of the gross receipt of sealable space of the building time to time to the Land Owners Vendors jointly or as the Land Owners/Vendors jointly decide amongst themselves in terms of Land Owners allocation as specified in clause XIII as well as in schedule "B" hereunder written.
- That it may be mentioned that the Developer shall be entitled to develop the said Commercial cum Housing project comprising of High rise (Multistoried) Building or Buildings and up to maximum number of floor as would be permissible or be sanctioned by Bidhannagar Municipal Corporation or other lawful sanctioning authority, as the case may be, over the said property described in Schedule 'A' hereunder written on the maximum F.A.R. subject to sanction of plan/plans or any modified sanction plan/plans to be sanctioned by Bidhannagar Municipal Corporation or any other appropriate authority or authorities as the case may be for the development of the said property mentioned in Schedule 'A' hereunder written. However the Developer shall be at liberty to make any design of the proposed Building in the said Housing project to be erected/constructed by the Developer herein over the said property specified in Schedule 'A' hereunder written. It may be mentioned that save and except Land Owners/Vendors' allocation, the Land Owners/Vendors shall neither claim or oppose nor shall be permitted to claim, oppose or disturb the Developer in any way or manner whatsoever for Developer' allocation hereunder specified which is made clear in this agreement.
- V. The Developer herein, through its authorized Directors & men and at its own cost shall be entitled to have the said property mentioned in Schedule 'A' hereunder written measured, surveyed and checked up by Architect/Engineer and experts and to prepare plan or plans of the said proposed



High rise (Multistoried) Building or Buildings to be erected over the project land mentioned in Schedule 'A' hereunder written through Architect/Engineer for securing maximum built up area as would be admissible by Bidhannagar Municipal Corporation or other appropriate authority/authorities, as the case may be, according to Municipal and other applicable Laws of the land and to develop infrastructure therein for the welfare of the incoming inhabitants of the Proposed Commercial cum Housing project and to represent, Land Owners/Vendors herein of One Part and to appear for them, to apply for such sanction & purposes and to take all steps and to obtain permissions and to do whatever necessitate under the circumstances and situations before all appropriate authorities for such sanction of plan/plans and erection and development of the said High rise (Multistoried) Building or Buildings as aforesaid in accordance with the sanctioned plan/plans and/or for construction of the proposed Building to be erected on the said property mentioned in Schedule 'A' hereunder written or otherwise, as the case may be.

VI. The Developer at its own cost shall be entitled to approve, sign and submit the said plan/plans, modification plan/plans, extension plan/plans to be prepared by its own Architect/Engineer for sanction from the Municipal authorities on behalf of the Land Owners/Vendors herein and the Developer out of its own fund shall pay and incur all fees, costs, charges and expenses from time to time for such purpose or purposes whatsoever and the Land Owners/Vendors shall hand over to the Developer relevant papers of title, i.e. title deeds and original Revenue payment and tax payment receipts & other relevant documents/papers for the said property mentioned in Schedule 'A' hereunder written for production and inspection by appropriate authorities at the time of sanction of plan and during construction and for the purpose of approval of the project in nationalized Banks, financial institutions, LIC etc..

VII. The Developer shall be at liberty to enter into contracts with Engineers, Architects, Contractors, Consultants and other persons in connection with construction, preparation of Buildings plan/plans, modification plan/plans, extension plan/plans and for development of the said property and/or projects mentioned in Schedule 'A' hereunder written at its own cost and risk and it is also at liberty to engage, dismiss staff, masons, carpenter, labourers, plumbers, contractors, supervisors, overseers experts and other persons and to enter into all contract and obligation as may be necessary as the said Developer may think fit and proper at its absolute discretion risk and cost.

VIII. The Developer shall take all effective measures and protection for completion of construction in the said High rise (Multistoried) Building or Buildings to be erected over the said property mentioned in Schedule 'A' hereunder written with quality materials and shall handover Land Owners/Vendors'



share of allocation as specified hereunder written by way of payment of proportionate 43% of all amounts received on account of the sale and/or transfer of any part or portion of saleable space of the project including property or any part or portion thereof i.e. 43% of gross receipt to come in Developer's account against sale or transfer of all sealable space of the building time to time, to the Land Owners/Vendors jointly in their designated Bank Account in terms of Land Owners allocation as specified in clause XIII as well as in schedule "B" hereunder written, However the Developer shall, subject to the occurrence of Force Majeure Event/s, start the construction work at site within [90] [ninety] days from the date of receiving the Sanction Plan and all other necessary permissions and complete the entire project within 30 months from the date of sanction of plan/plans subject to act of God or force majeure & other reasons beyond Developer' control with slack period of maximum 12 months in case of eventualities faced by the Developer herein. To avoid misunderstanding and conflict, the Parties hereto defined "force majeure" as hereunder:

"Force Majeure Event shall mean and include an event preventing Developer from performing any or all of its obligations under this. Indenture, which arises from or is attributable to, unforeseen occurrences, acts, events, omission of accidents which are beyond the reasonable control of the Developer so prevented and does not arise out of a breach by Developer of any of its obligations under this Agreement, including, without limitation, any abnormally bad weather, insurgence, mutiny, flood, lightening, storm, fire, explosion, earthquake, tempest, collapsing, structural damage, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, blockades, forces of nature, accident, acts of god, stay by court, and any legislation, regulation, ruling or omissions etc. (including failure to grant any necessary permission or sanctions for reasons outside the control of Developer) or any relevant Government or Court orders ("Force Majeure Event")".

It is understood further by and between the Parties that in the event the Developer faced such Force Majeure Event, it has to bring in notice of the same in knowledge of the Land Owners or their authorized representative and immediate to cessation of such situation the developer shall re-commence its affected operations and perform its obligations and such time may be deducted from the stipulation of this agreement but if such abnormal situation continues for longer period, the Developer has to take all reasonable endeavors and efforts to bring the event of Force Majeure to a close or to find a solution by which the agreement may be performed despite the continuance of the Force Majeure Event, which the Developer herein as well as the Land Owners agree and accept herein.



- IX. The Developer herein shall take all appropriate steps and/or measures at its costs and expenses for bringing electricity, water connections and other essential services/connections including installation of lift as would be necessary in the said proposed residential cum commercial High rise multistoried Building or Buildings to be erected on the said property mentioned in Schedule 'A' hereunder written.
- X. That the Land Owners/Vendors shall co-operate with the Developer in all respect for such constructions to be made by developer and for sanction of building plan/plans as would be asked for by the Developer including putting signature on the plan/plans, or modification plan/plans, extension plan/plans etc. its approval and for handing over of title deeds and original Municipal tax receipt amalgamation agreement and other original papers for the said property mentioned in Schedule 'A' hereunder written to the Developer for production before appropriate authorities as the case may be and for getting approval of the project from nationalized Banks or for giving inspection to the intending Purchasers of the Project and for other ancillary purposes, whenever necessary.
- XI. That the Developer agrees that entire cost of the said construction proposed to be made, over the said property, mentioned in Schedule 'A' hereunder written including costs ancillary or incidental thereto for development of the said Housing project [comprising of High rise (Multistoried) Building or Buildings on the said property mentioned in Schedule 'A' hereunder written] including all cost for obtaining Municipal sanctioned plan/plans, shall be borne and/or be paid by the Developer alone and the Land Owners/Vendors shall not pay anything on that account. However it is agreed and understood by and between the Land Owners and the Developer that save and except the Gross Receipts all the balance sums to be collected by the Developer including the taxes, levies and statutory deposits and extra charges, other amounts for infrastructure facilities and/or utilities which are by its nature supposed to be retained or appropriated by the Developer or paid by the Developer to the concerned tax authorities or other Government Authorities, shall also be retain by the Developer and the balance of the said sum other than as aforesaid, which by its nature supposed to be paid by the Developer to the Maintenance Company/Association upon its formation for the benefit of the members of such formation and the Land Owners shall have no claim and/or demand against the Developer in this regard in any manner and/or of any nature whatsoever.
- XII. That in order to materialized the terms of the agreement and understanding of the parties and to give shape of proportionate disbursement and/or sharing of gross receipts of all amounts to be received on account of the sale and/or transfer of any part or portion of saleable space of the project including property or any part or portion thereof between the Land Owners in One Part and Developer



on the other part in 43 (Land Owners): 57 (Developer) and for all fairness, the Parties herein of both part agreed in the manner as hereunder:

- i) That the Developer shall exclusively be entitled and/or authorized by the Land Owners to receive in its name all amounts towards sale and/or alienation of any part or portion of saleable space of the project including concerned land and/or property (upon which the High rise Building to be raised at Developer's cost and risk on the basis of sanctioned Plan) on account of sale consideration/part consideration or otherwise, [that may be received from the intending purchasers of saleable space/unit of the Project] but in a designated Bank account in a nationalized Bank at the choice and discretion of the Developer, which to be treated as Project Escrow Account subject to West Bengal Housing Industry Regulatory Authority Acts and Rules (as applicable).
- ii) That both the Parties agreed that the Land Owners no. 1 to 9 shall jointly open another designated Bank account in any nationalized Bank at their choice and discretion and to furnish the same to the Developer so that Developer can give proper instruction to Bank maintaining Project-Escrow account of the Project so that Land Owners proportionate 43% gross receipts [of saleable space of the project as and by way of their allocation specified in clause XIII as well as in Schedule "B" hereunder written] as aforesaid may directly be disbursed and/or simultaneously be Credited in Land Owners designated Bank account from Developer's project Escrow Account as would be mutually decided by the Parties herein subject to West Bengal Housing Industry Regulatory Authority Acts and Rules (as applicable).
- iii) It is agreed by and between the Parties that other than 43% of the Gross receipt amount to be disbursed/transferred to the Land Owners no. 1 to 9 in their designated account as aforesaid, all the remaining amount to be lying in Project-Escrow Account, should belong to the Developer and the Developer shall be entitled to withdraw/utilized at its own without furnishing any accounts to the Land Owners subject to West Bengal Housing Industry Regulatory Authority Acts and Rules (as applicable).
- iv) It is also agreed by and between the Parties that the Developer shall furnish after completion of building and after obtaining Completion Certificate of the project Building, the total sealable space and the proportionate owners allocation thereon and the Developer shall also furnish a quarterly statement giving details of Gross receipt amount against sale of quantum of saleable space/unit of the Project till that period, Proportionate share of Land Owners therein in their 43% allocation in disposed of saleable space, their remaining saleable space that they would be entitled other than already disposed of till that date, quantum of security deposit adjusted and to be adjusted, quantum of amount against marketing fees or any other head as may be found due or payable to the Developer and finally



after completion of the project the developer shall furnish total project completion final statement giving details of the sold out saleable areas of the project.

- v) It is agreed by and between the Parties that the security deposit to the Tune of Rs. 2,50,00,000/- (Rupees Two Crore and Fifty Lakh) Only as specified in Part II of Clause XIII of the Application as well as in Schedule *B* hereunder written, shall be adjusted from Land Owners' entitled 43% share of total Gross receipt amount of Escrow Account and it is decided by and between the parties that while transfer of 43% of gross receipt amount in project Escrow Account, simultaneous mandate for deduction of security deposit proportionately to be made i.e. @ 25% to be paid upon completion of 5th floor of structural work as per plan, 25% upon completion of all structural work as per plan, including lift room, overhead tank, underground water reservoir etc. 25% upon completion of all civil works of the Building and 25% after completion of project on obtaining of Completion Certificate or as would be mutually decided by the Parties herein in writing but in any case before final payment of 43% of gross receipt, if there is any security amount remains unadjusted or remains due, the same should be adjusted before final transfer of balance of 43% of gross receipt, which both the Parties agreed and accepted.
 - XIII. That the Land Owners/Vendors shall be entitled to the following considerations which will be deemed and referred as Land Owners/Vendors' allocation to which the Developer shall not oppose or raise any objection whatsoever.

LAND OWNERS/VENDORS' ALLOCATION

Irrespective of increase or decrease of F.A.R. on sanction of plan/plans, the Land Owners/Vendors No.1 to 9 in lieu of granting rights of Development in favour of the Developer subject to fulfilment of their obligations and compliance of the terms of the Agreement, shall be entitled to and the Developer shall be obliged to pay to the said Land Owners the following considerations, which have also been specified in Schedule 'B' hereunder written:-

1) The Land Owners/Vendors No.1 to 9 herein shall jointly be entitled to and the Developer shall be obliged to pay and/or disburse to the said Land Owners no. 1 to 9, jointly, proportionate 43% of all amounts that may be received by Developer time to time in project Escrow Account [to be opened by Developer in any nationalized Bank at the choice discretion and convenience of the Developer] against sale or transfer of any part or portion of saleable space of the project including property or any part or portion thereof of the Single High rise multistoried Building to be named solely at the discretion of the Developer before Registration under West Bengal Housing Industry Regulatory Authority Acts and Rules [i.e. 43% of gross receipt to come in Project Escrow Account against sale or transfer of all sealable space of the building time to time], to the Land Owners/Vendors jointly in their designated Bank Account as specifically mentioned in clause XIII herein above to be payable and/or shared in



the mode and manner as indicated in clause XIII herein above, which parties of all parts herein agreed and accepted;

The Land Owners/Vendors herein shall also be entitled to +interest free refundable security II) deposit of Rs.2,50,00,000/- (Rupees Two Crore Fifty Lakh only), which security deposit has already been paid by the Developer to the said Land Owners/Vendors No.1 to 9, which receipt the said Land Owners/Vendors no. 1 to 9 herewith admit and acknowledge herewith as per memo of consideration appearing hereunder written on condition that the said entire security deposit of Rs.2,50,00,000/-(Rupees Two Crore Fifty Lakh only) to be refundable by the Land Owners and/or to be adjustable from the sale price, (to be entitled by the Land Owners) in the manner as indicated and specified in sub clause (v) of Clause XIII herein above, which parties of both parts herein agreed and accepted. That it is agreed by both the Developer as well as the Land Owners/Vendors that the XIV. Developer shall exclusively at its cost must obtain completion/Occupancy certificate of the proposed High rise (Multistoried) Building or Buildings of the said Housing project to be erected over 'A; schedule property after completion of their respective constructions in all respect and after obtaining electricity, water connections and other installations fittings and fixtures as indicated in this agreement.

XV. <u>DEVELOPER'S ALLOCATION</u>:

That as already stated herein above in lieu of construction and/or development of the proposed single. High rise multistoried Building, at the exclusive cost and expense of the Developer in accordance with the sanctioned plan/plans to be sanctioned by the Bidhannagar Municipal Corporation or other appropriate authority/authorities, as the case may be, and for its enterprise and efforts, the Developer, without prejudice to the other rights and authorities as may be available to the Developer as per terms of this agreement, the Developer shall be entitled to the entire Gross receipt, except owner's 43% allocation as indicated in clause XIII herein above and which shall be received, remained and appropriated by the Developer in the manner as it deem fit and proper at its own discretion [i.e. remaining balance 57% of sale price of all saleable areas of the said Single High rise multistoried Building with the land of the project, with right and authority to accept all Earnest money/part consideration and full consideration and subsequent payments from all prospective Purchaser's of all saleable areas, of the project land and (Multistoried) Building of the project with right to get back interest free security deposit of Rs. 2,50,00,000/- in terms of sub-clause II of clause XIII herein above, which parties of both parts herewith agreed and accepted and it is specifically stated that the Land Owners/Vendor's Nos. 1 to 9 after getting



security deposit (in terms of sub-clause II of clause XIII herein above), shall not oppose or raise any objection at any time and in any way or manner whatsoever in Developer's accepting Earnest money and other part payments/full payments from the prospective purchasers in terms of agreement to be entered into with the Prospective Purchasers for disposal of saleable areas of the Building and project land and other saleable areas, if any, of the said High rise (Multistoried) Building or Buildings of the project in Developer's said project Escrow Account, which also the Parties of both parts herewith agreed and accepted.

XVI. That the Land Owners/Vendors no. 1 to 9 hereby authorizes the Developer to enter into agreement with prospective Purchasers of all saleable Flat/Car Parking and other saleable areas, if any, of the said High rise (Multistoried) Building or Buildings to be developed at the said project, and to fix all terms and conditions including payment terms with the prospective Purchaser/s of the said High rise (Multistoried) Building or Buildings and thereby incorporating stipulation of completion and handing over possession of the prospective Purchaser/s of all saleable Flat/Car Parking and other saleable areas, if any, of the said High rise (Multistoried) Building or Buildings to be developed at the said project and to accept earnest money and/or part consideration and other payments from the prospective Purchaser/s in general and to apportion sale price/consideration finally at the time of Registration/handing over possession to the Prospective Purchaser/s accordingly and to grant receipt or acknowledgment of all payments thereunder and to take all appropriate measures and to do necessary registration and other formalities, formats under the West Bengal Housing Industry Regulation Act, 2017 and West Bengal Housing Industry Regulation Rules, 2018 with subsequent amendments, if any thereto;

XVII. That the Land Owners/Vendors hereby also agree to grant, convey, transfer and assign and assure or dispose of in favour of the prospective Purchaser/s, his/her/its/their nominees, or assignees all that undivided proportionate share or interest of the Land Owners/Vendors in the said property mentioned in Schedule 'A' hereunder written with full power to the Developer herein, to conveyance/transfer and assign and part with possession and to execute and Register appropriate deed of conveyance/transfer before appropriate Registration authority in exercise of Registered power to be given to the Developer and obviously in accordance with law, which parties of both parts herein agreed and accepted.

XVIII. It is agreed by and between the Land Owners herein and the Developer that they shall jointly form one Company under the Company's Act 1956 or under any other act, as would be prevailing for the purpose of maintenance of the proposed project as aforesaid including the said proposed High rise (Multistoried) Building or Buildings to be developed therein and for ancillary purposes with total



nos. of shares equivalent to total nos. of Dwelling units to be Developed in the proposed High rise (Multistoried) Building or Buildings of the said Project, as aforesaid of which for the present Land Owners and Developer shall hold numbers of shares in the ratio of 43%:57% and it is also agreed unanimously by and between the Land Owners and Developer herein that simultaneous to transfer of one Dwelling Unit in terms of Flat to the prospective buyer/s in the said High rise (Multistoried) Building or Buildings of the said Project, as aforesaid, One number of share to be transferred in favour of the prospective buyer/s in the said High rise (Multistoried) Building or Buildings of the said Project, as aforesaid

XIX. From the date of delivery of the possession of the respective flats, car parking space, and other saleable areas/spaces etc. in the said High rise (Multistoried) Building or Buildings to be constructed, the Purchasers or their assignees shall pay and/or bear their respective proportionate share of Municipal taxes or any other Govt. taxes revenues and impositions, share of maintenance and other expenses for user of the same concerning the proposed Housing project as may be determined and fixed by the maintenance Company as indicated in clause 2 (XVIII) herein above to be finally owned by all the Flat Owners after disposal of all flats in the proposed High rise (Multistoried) Building or Buildings or by committee of Flat Owners Association, when would be formed after disposal of Developer' allocation (as the case may be) in such Building as aforesaid and since the date of execution of this agreement to the date of completion of the proposed residential Housing project all the outgoing liabilities in the said property mentioned in schedule 'A' hereunder written shall be borne by the Developer. However such taxes and impositions in respect of land mentioned in schedule 'A' hereunder written have to be paid by the Land Owners/Vendors till the date of this agreement.

XX. That the Developer of the other part shall be at liberty to advertise and display, to sell flats/car parking space/super built up area etc. of the proposed High rise (Multistoried) Building or Buildings in the said project, as aforesaid and to engage Agent for booking of Flats and other saleable areas of the said proposed High rise (Multistoried) Building or Buildings in the said project, as aforesaid and the Developer shall be at liberty to obtain approval of the said project, as aforesaid and the proposed single High Rise (Multistoried Building) to be constructed thereunder from Nationalized Bank/s/ Financial Institutions/L.I. C etc. so that Bank loan/Finance may be available for the prospective interested purchaser/s in the said project, as aforesaid.

XXI. That the Developer shall complete the construction of the proposed single High rise multistoried Building of the said project, as aforesaid over the said property mentioned in Schedule 'A' hereunder within total 30 (Thirty) months from the date of sanction of Buildings plan/s by the



Bidhannagar Municipal Corporation or other appropriate authority/authorities, as the case may be, and shall also obtain approval and requisite permission from other appropriate authorities for the High Rise Buildings, Airport Authorities, Authorities under West Bengal Housing Industry Regulation Act, 2017 Pollution Authorities, etc. and save and except act of God & force majeure etc., the Land Owners/Vendors however shall extend maximum 12 months slack period in excess of the aforesaid period in case of eventuality faced by Developer beyond its control and provided the Developer seek for such time or accommodation to the Land Owners/Vendors, then in that event beyond the said stipulated maximum period as indicated herein above including the slack period [in case of grant by the Land Owners/Vendors on Developer's approach] if the Developer yet sought for further accommodation or extension of time to complete the project and its High rise (Multistoried) Building or Buildings in that case the Developer shall be liable to pay damage and/or compensation in addition to Land Owners' allocation, @ Rs.50,000/- per month to the said Land Owners/Vendors jointly for the period of delay between due date of completion of Project including slack period as aforesaid and the actual date of completion of the Project, which both the parties agreed and accepted.

That it may be mentioned that although the Developer herein on the representation of the Land Owners prima facie appreciated the right, title, interest, possession, of the Land Owners/Vendors herein over their amalgamated property as specified in schedule "A" hereunder written including their respective powers and authorities of Development of the same, but subsequently on due searches and investigation of their title and on inspection of their supplied copy of relevant title deeds, Mutation certificates, Revenue payment and Municipal tax payment receipts, Rectification Deed, Amalgamation Agreement and other papers concerning thereto if anything happened contrary to their representation, or in the event any clouds of doubt appears as regards their right, title, interest, possession or as regards their powers and authority, or in the event certain embargo appears or any court case or injunction order surfaced, in that event unless the Land Owners/Vendors act bonafide to remove such defect they shall compensate the loss if any to be sustained by the Developer by such act of the Land Owners/Vendors and in that case the Developer shall be entitled to cancel or rescind the agreement. Similarly if the Developer after consuming full stipulation including slack period failed or neglected to Develop the proposed multistoried residential Buildings over the land mentioned in Schedule 'A' hereunder written and/or failed & neglected to disburse and/or transfer Land Owners/Vendor's agreed allocation in terms of 43% of the sale price from project Escrow Account to Land Owners' designated Bank account in the mode and manner as agreed upon, the Developer will compensate the loss to be suffered by Land Owners/Vendors for nonperformance of Developer' obligations under this agreement and shall be entitled to cancel or rescind



this Agreement & Power accordingly by refunding the security deposit and other payment, if any paid in the meantime. However both the parties are at liberty to go for specific performance of this agreement or its any clause before appropriate court of competent jurisdiction in the event of failure to perform their/its respective obligations as against their/its adversary, which both the parties herein agreed & accepted.

XXIII. That the Developer shall cause Registration of the project, as aforesaid under West Bengal Housing Industry Regulation Act, 2017 and its rules and regulations, and shall take appropriate steps for getting approval of proposed Agreement of sale as well as proposed deed of conveyance for transfer of saleable areas of the Building of the project land and shall also do the needful for following up and compliance under the said West Bengal Housing Industry Regulation Act, 2017 and its rules and regulations and subsequent amendment if any thereto.

XXIV. All sale deeds for flats or apartments or super built up area or car parking spaces in respect of the said High rise (Multistoried) Building or Buildings of the project to be erected on the land specified in Schedule 'A' hereunder written, shall clearly be mentioned the proportionate interest of the Land Owners/Vendors' in the said property as specified in Schedule 'A' hereunder written, and as well as the interest and concern of the Developer in the said Project with super built up area (if required) of flats/covered or car parking spaces etc., to be transferred to the prospective purchaser or purchasers and the sale deeds will be executed by the Developer in favour of the intending Purchaser/Purchasers of the flats or apartments super built up areas/car parking space etc. in terms and by virtue of the said power of Attorney of the Land Owners/Vendors herein to be granted in favour of Developer's Company in respect of the said property including the buildings to be constructed thereon. The Land Owners/Vendors of the one part shall, however, bound to join with Developer and confirm such sale as aforesaid, in the event the Developer or prospective Purchaser made such request to the Land Owners herein, the said Land Owners shall sign, execute and register Deeds, Agreements, documents papers and conveyances in respect of all saleable areas of the proposed High rise (Multistoried) Building or Buildings to be erected over the land specified in Schedule 'A' hereunder written jointly with the Developer herein for disposal of such saleable areas of the proposed High rise (Multistoried) Building or Buildings of the said Project.

XXV. That it is mentioned herein that preparation of all draft & final agreements, deeds of transfer of the allocations of the project in the aforesaid High rise (Multistoried) Building or Buildings to be erected on the said property mentioned in Schedule 'A' hereunder written to its respective choicable intending purchaser/s in terms of flats/super built up area/car parking space etc. including its approval



and its registrations before appropriate Registering authority and all legal matters arising out of this project and/or the said buildings of the said High rise (Multistoried) Building or Buildings, as aforesaid shall be done exclusively by Developer's Advocate, which the parties of both part agreed & accepted. XXVI. That the Developer will secure necessary buyers for all saleable areas in the said proposed High rise (Multistoried) Building or Buildings to be constructed on the land specified in Schedule 'A' hereunder written and settle the price and receive the money from the intending purchasers and take. all actions for selling the flats or apartments, car parking space & other saleable spaces etc. in respect of the said High rise (Multistoried) Building or Buildings of the said project, as aforesaidtogether with proportionate right title interest of the land mentioned in Schodule 'A' bereunder written in favour of intending purchaser/s and for such disposal and/or sale of all sealable spaces of the said High rise (Multistoried) Building or Buildings, as the case may be, the said Developer through one of its authorized Directors namely Souray Barna, who will be appointed as constituted attorney of the Land Owners/Vendors herein as well, who shall execute and register necessary deed of conveyance in favour of such Purchaser or Purchasers or their nominges/assignces after receiving the final payment from intending Purchasers for the transfer and/or sale of all saleable areas, in the said Building of the project to be constructed without libeling the Land Owners/Vendors herein in any way or manner whatsoever for Developer's allocation. However the Land Owners shall be liable for all taxation for their joint 43% share of allocation in terms of 43% of sale price to which the Developer has got no concorn whatsoever. It may be mentioned that the Developer through its one of the authorized Directors, who will be appointed as constituted attorneys of the Land Owners/Vendors, shall execute and sign the Deed of Conveyance as a constituted Attorney of the Land Owners/Vendors as well as for the Developer for disposal of proposed One single High rise multistoried Building of the said project. and will cause registration of the same as aforesaid.

XXVII. The proposed flats/super built up area/Car Parking space and/or all saleable areas/spaces etc. of the said High rise (Multistoried) Building or Buildings, as aforesaid must be crected on tand mentioned in Schedule 'A' hereunder written and shall be completed in all respect maintaining standard of the day with modern facilities but at the sole discretion of the Developer with minimum facilities like water, electricity and similar conveniences and amenities and specifically flooring, plastering, painting, windows, doors fittings, fixtures bath privy etc. must be done with proper care and on modern prevailing trends of the market but at the absolute discretion of the Developer and obviously with quality materials but the Developer shall construct flat and other sealable areas/spaces as per design and suggestion of the Architect/ Engineer in charge of the proposed High rise



(Multistoried) Building or Buildings and as would be permitted under the sanctioned plan to be sanctioned by the Bidhannagar Municipal Corporation or other appropriate authority as the case may be.

XXVIII. 43% Sale proceeds of the flats or apartments, car Parking Spaces or other saleable areas/spaces, to be payable to the Land Owners jointly in their designated Bank Account shall be considered as consideration money against 57% or remaining gross receipts towards sale proceeds entitled by the Developer towards the cost of construction of the Proposed High rise (Multistoried) Building or Buildings to be developed on land mentioned in Schedule 'A' hereunder written as aforesaid including all other costs towards obtaining sanction of Building Plan marketing fees and other charges, ancillary and incidentals thereto to be incurred by the Developer for such construction including cost for providing common facilities & services etc. and for Developer's efforts and enterprise, which parties of both parts herein agreed and accepted.

XXIX. In the Agreement for sale as well as in the final Deed of conveyance/transfer to be executed for the Dwelling unit/Car Parking and other saleable areas/spaces at the Proposed high rise Building to be developed on the project land specified in Schedule 'A' hereunder written, it shall specifically mentioned as hereunder:

- i) That the Prospective Purchaser/s or their nominee/assignee shall neither carry on any immoral illegal trade or activity nor store any obnoxious, inflammable harmful material within any part of his/her/their Dwelling Unit/Flat/Car Parking/other Saleable space and nor shall use the same in such manner which might have cause any nuisance or hazard to the other occupiers of the buildings.
- That the Prospective Purchaser/s or their nominee/assignee shall simultaneous to transfer of Flat/unit/saleable area in his/her/their favour shall have to pay maintenance, as would be assessed by such maintenance Company, the ultimate in-charge for maintenance and upkeep of the Building (to which maintenance Company, the Prospective Purchaser/s or their nominee/assignee would become Co-owners/Co-Sharers simultaneous to transfer of his/her/its/their unit/flat etc. and shall obey and maintain all project rules and obligations to be formulated by the maintenance Company.
- ii) In the said High rise (Multistoried) Building or Buildings to be developed by Developer as aforesaid the Prospective Purchaser/s or their nominee/assignee shall neither demolish any wall or other structure in his/her/their Dwelling Unit/Flat/Car Parking/other Saleable space nor shall make any structural alteration therein without the previous written consent in this behalf and that too obviously not without the approval of architect Engineer to be working in the project or in his absence by any



qualified Architect Engineer to be settled by Developer only, which both parties herein have agreed and accepted.

- iii) In the said High rise (Multistoried) Building or Buildings to be developed by Developer as aforesaid the Prospective Purchaser/s or their nominee/assignee shall keep the interior of his/her/their/its Dwelling unit-walls, floors, sewers, drains, pipes and other fittings and fixtures in the said Buildings to be developed by Developer as aforesaid on the said property described in Schedule 'A' hereunder written in good habitable repaired condition so that the same may not cause any damage to the other units/portions of the said Building/s or its any part in the said project.
- In the said High rise (Multistoried) Building or Buildings to be developed by Developer as aforesaid, neither any goods or other items shall be kept by the Prospective Purchaser/s or their nominee/assignee beyond the periphery of his/her/their/its Dwelling unit/Flat or in the Car Parking space nor the Prospective Purchaser/s or their nominee/assignee shall be entitled to for affix any hording or display board or otherwise in the corridors or other places of common use in the aforesaid Buildings or any part thereof and no hindrance shall be caused in any manner in the free movement of users of the corridors and other places of common use in the said Buildings or its any part
- In the said High rise (Multistoried) Building or Buildings to be developed by Developer as aforesaid the Prospective Purchaser/s or their nominee/assignee of any Dwelling unit etc. shall neither be entitled to create any sorts of nuisance or annoyance in or around their Dwelling unit etc. or within any part of the said Project nor shall be entitled to throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about any of the said Buildings or in the compounds corridors or any other portion or portions of the said Buildings to be developed by Developer.
- vi) In the said High rise (Multistoried) Building or Buildings to be developed by Developer as aforesaid, each Prospective Purchaser/s or his/her/their nominee/assignee (of any Dwelling unit etc. therein) shall always permit agents, workmen and representatives of other Dwelling units at all reasonable times to enter into his/her/their specified dwelling unit space etc. situated within any part of the said High rise (Multistoried) Building or Buildings and every party thereof for the purpose of inspection, repairing, maintaining, rebuilding, cleaning, and keeping the proposed Buildings and it's common areas in good order and condition.
- XXXI) It is agreed by and between the parties that the construction of the said Building of the said project shall exclusively be done by the Developer and all the workmen, Engineers, Architects appointed for the purpose of construction and/or erection of the said Buildings of the said project



25.

would be paid exclusively by the Developer. The Land Owners/Vendors shall neither in any way interfere with the construction work of the said Buildings to be erected as per sanctioned plan/s nor they will be responsible for payment, non-payment of compensation and/or payment of any of the dues payable to the employees either by way of wages and salary or consequent upon any accident and/or statutory dues payable to the employees engaged is such work. The Developer will have to execute the construction with the quality materials and labour.

XXXII) The Land Owners/Vendors covenant with the Developer that the Original title deeds and other original tax receipt R.O.R., Revenue Receipt etc. and other documents relating to the said property specified in Schedule 'A' hereunder written shall be handed over to the Developer against valid receipt, who will retain the same for production before the Bidhannagar Municipal Corporation or other appropriate authority/authorities, as the case may be, for Sanction of Buildings Plan/s, mutation or before other Govt. authorities including for the purpose of production before nationalized Bank/financial Institute for approval of the project and for inspection of prospective purchasers of any flat/super built up area/car parking space etc. of the said proposed single High rise multistoried Building as and when necessary. However after disposal of all units/Flats/Car Parking and other saleable spaces in the proposed buildings, the Developer shall handed over the said original title deeds & documents relating to the said property mentioned in Schedule 'A' hereunder written to the maintenance Company or registered flat Owners Association or flat-owners committee to be formed by and between all flat owners, Otherwise, the documents in original are to be kept with the Developer herein only which both the parties agreed & accepted.

XXXIII) All communication etc. required to be given hereunder by either party to the other party are to be sent under registered post with A/D or by hand delivery with proper receipt in case of the Developer, the same should be made to its registered addresses as above or at any other address if communicated in writing by the Developer to the Land Owners/Vendors and in case of Land Owners/Vendors, the same should be made to the respective addresses as specified against their names in the agreement or in case of change of Address to such changed Addresses if communicated in writing to the Developer PROVIDED ALSO that in case any letter/notice etc. is sent under registered post with A/D to either party is returned to the sender by postal authorities as undelivered on account of the addressee having refused to accept the same it would be deemed that the same has been duly served.

XXXIV) The Land Owners/Vendors and the Developer herein and later their assignees i.e. prospective Purchasers do hereby agree to abide by all the rules and regulations to be framed by any maintenance



Company/society/association as and when would be formed and both the parties herein do hereby give their respective consent to abide by such rules and regulations and also agreed to join all assignees/transferees prospective Purchasers for joining in the formation & Registration of Apartment owner's association before appropriate authority or for formation of flats owner's committee as the case may be in the said High rise (Multistoried) Building or Buildings of the said Project.

XXXV) The Developer shall remain liable solely for any constructional defect of the proposed Single High rise multistoried Building.

XXXVI) The Land Owners hereby further agree, undertake and covenant that:

- (a) The Land owners shall establish, ensure and maintain free, clear and marketable title in respect of the subject property under development and specified in schedule "A" hereunder written;
- (b) The Land Owners shall ensure that the access to and physical control of the Developer over/in respect of the subject property under development and specified in schedule "A" hereunder written is not hindered or impeded or obstructed in any manner whatsoever;
- (c) The Land Owners shall pay and bear and continue to remain liable and responsible to pay and bear for the period up to the Effective Date (irrespective of when the bills/demands for the same are received/ raised), the entirety of all the Outgoings and shall keep the developer fully safe, harmless and indemnified in respect thereof;
- (d) The Land Owners shall provide its full co-operation and support to the Developer in applying to the concerned ULC (Urban Land Ceiling) department and obtaining the ULC Clearance for the development and construction of the Project on the property and all the cost and expenses in this regard shall be borne and paid by the Land Owners. It is hereby clarified that the responsibility of getting the ULC Clearance from the concerned department with regard to the subject Property specified in schedule "A" hereunder written shall lie with the Developer and the Land Owners will be responsible for providing its full co-operation and support in this regard and to bear all the related cost and expenses.
- (e) The Land Owners shall immediately inform the Developer of any notice received by the Land Owners modifying, varying, suspending any rights pertaining to any part or portion of the subject Property specified in schedule "A" hereunder written;
- (f) The Land Owners has assured and/or covenanted further the Developer as follows:
- i) Not to enter into any agreement for sale, transfer, lease and/or development or any other agreement in respect of the subject property under development and specified in schedule "A" hereunder written and/or any Flat/Car Parking/Saleable area/Space or any part or portion thereof;



- ii) Not to create any right, interest, claim or Encumbrance of any nature whatsoever on the Property or any part or portion thereof and/or Project or any part or portion thereof and/or any Saleable area/Space or any part or portion thereof save and except as provided herein;
- iii) Not to do any act deed or thing which may be contrary to or in violation of any of the terms and conditions of this Agreement;
- iv) Not to indulge in any activities which may be detrimental to the development of the the subject Property specified in schedule "A" hereunder written and/or may affect the mutual interest of the parties hereto.
- (g) The Land Owners shall carry out rectifications in any defect in title and/or Land Ownership with respect to the subject property under development and specified in schedule "A" hereunder written or any part or portion thereof, that may be pointed out by the Developer or that has come to knowledge of the Land Owners within a time frame as may be agreed between the parties.
- (h) The Land Owners shall, from time to time and within such time frames as may be reasonably determined by the Developer sign, execute and deliver such applications, plans, instruments, papers, deeds and documents and undertake and execute all such acts, deeds and things as may be requested by the Developer from time to time for submission to any statutory or competent authority or otherwise or for any other purpose as the Developer may determine, in order to enable the Developer to exercise its rights and/or fulfill its obligations stipulated herein;
- (i) As and when required by the Developer, the Land Owners shall appear before the concerned Governmental Authorities and government departments and/or officers' and also all other state, executive, judicial or quasi-judicial, municipal and other authorities and also all courts and tribunals, for all matters concerned with the Property and/or in relation to the execution and implementation of the Project;
- (j) The Land Owners shall co-operate in good faith with the Developer in all respects for the execution and implementation of the project in terms of this Agreement and provide all assistance as may be required/requested by the Developer to enable the Developer to implement and complete the Project;
- (k) The Land Owners shall not cause any obstruction or interference or impediment in the construction and development of the Project and/or in the exercise of the Development Rights by the Developer in terms of this Agreement.
- (I) The Land Owners shall execute and deliver registered and unregistered power(s) of attorney (each as determined by the Developer) to authorize and empower the Developer and/or its nominee(s), as may be required by the Developer for carrying out various acts, deeds and things in respect of the development and implementation of the project and to deal with the same in terms of this Agreement.

XXXVII) That the Developer shall, at its own cost and expense:



- a) Apart from security deposit (already paid as per memo of consideration) and ensuring payment of the Land Owner's Allocation in the manner as stipulated herein, the Developer shall take all such steps as may be required for the timely execution, promotion, development and implementation of the Project and shall inform about the progress of the Project to the Land Owners, as and when such request to be made by Land Owners;
- b) The Developer shall undertake all appropriate measures and to do necessary registration and other formalities and prepare formats of sale agreement and Deed of conveyance under the West Bengal Housing Industry Regulation Act, 2017 and West Bengal Housing Industry Regulation Rules, 2018 with subsequent amendments, if any, thereto:
- The Developer shall apply for and obtain all the necessary permissions, approvals and/or clearances of any nature in relation to development of the subject Property under Development and/or Project and shall remain responsible for due compliance with all applicable Laws/statutory requirements, whether local or state or central, in respect of the construction and development of the Property and/or project and developer shall ensure that the said applicable Laws/statutory requirements are duly complied with;
- d) The Developer shall incur all costs, charges and expenses towards construction, erection and development of the project including but not limited to cost of construction, fees payable to the architects, contractors, builders, surveyors and consultants, save and except as otherwise provided herein;
- On and from the Effective date, make proper provision for safety and security of the property and the Developer shall carry on the construction of the Project or any part thereof on the subject property or any part thereof as per the Applicable Laws, Bengal Municipal Act, and/or rules regulations and bye-laws framed thereunder or such other law as may be applicable at the time of construction of the Project on the Property and/or any part thereof and further strictly in accordance with the Sanctioned Plan. In this respect the Developer shall defend the Land Owners at its own cost and expenses against any claims, demands and/or actions that may be made or arise against the Land owners and shall also keep the Land owners absolutely indemnified and harmless against all losses, damages, costs and expenses whatsoever as may be suffered and/or sustained by the Land Owners due to construction of the said Project and/or the said development work being in deviation from the sanctions plan and/or violation of the Rules, regulations and bye-laws under the Applicable Laws;
- f) Developer shall at its own costs and expenses, apply for and obtain temporary and permanent connections of water, electricity, power, drainage and sewerage to the Project and other inputs and facilities required for the construction or enjoyment of the Project;
- g) Developer shall, at its own costs and expenses and without creating any financial or other liability (save and except agreed hereunder) on Land Owners, construct, erect and complete the project or part thereof in pursuant to the plans to be sanctioned by sanctioning authorities and as per the specifications and/or as be decided



by the Developer from time to time. The decision of the Developer regarding all aspects of construction including the quality of materials and the facilities and fittings and fixtures shall be final and binding on the parties provided in case of any damage/destruction arising out of poor quality of materials used by enybody or otherwise, the Developer shall defend the Land owners at its own cost and expenses against any claims, demands and/or actions that may be made or arise against the Land Owners and shall also keep the Land owners absolutely indemnified and harmless against all losses, damages, costs and expenses whatsoever as may be suffered and/or sustained by the Land Owners due to bad quality of construction, bad materials and/or utilities used in the construction and/or Common Areas and Facilities and/or amenities of the Project and Developer shall be fully responsible to the same and any financial settlement has to be borne by the Developer and Land Owners shall not be responsible to share any part of it even if such claim is related to the Land Owner's Allocation or otherwise.

XXXVIII) Both the Land Owners as well as the Developer agrees that each of them shall keep the Transferee(s) and/or Purchaser(s) of the Project safe harmless and indemnified from and against the consequences of any breach by either party till the date of Transfer of the Saleable Space of/in the project to the Purchaser(s) and/or Transferee(s).

XXXIX) Without prejudice to any other obligations and/or specific indemnity provided by the Land Owners herein, the Land Owners further hereby agree to indemnify, defend and hold harmless the Developer against and in respect of any and all liabilities, losses (other than consequential losses), costs, damages, commissions and/or expenses (together with reasonable attorney's fees and disbursement), which may be suffered or sustained by the Developer by reason of (i) the non-performance and non-observance of any of the terms and conditions of this Agreement by the Land Owners; and/or (ii) acts of willful negligence or intentional misconduct by the Land Owners; and/or (iii) breach of the provisions of this Agreement by the Land Owners; and/or (iv) any representation and warranty by the Land Owners found to be misleading or untrue or any breach by the Land Owners of any representation and warranty or untrue or any breach, by the Land Owners of any representation and warranty or untrue or any breach by the Land Owners of any representation and warranty contained in this Agreement; and/or (v) any Third Party demand or claim or action in respect of any part or portion of the Property and/or property; and/or (vi) any Encumbrance on and/or defect in the title or any claim or demand in respect of the title to any part or portion of the property; and/or (vii) acquisition and/or requisition and/or attachment and/or vesting of any part or portion of the property (viii) failure by the Land Owners to fulfill its obligations under any Applicable Laws and/or under this Agreement and/or on account of any claims, damages, payments, charges expenses or recoveries of any kind whatsoever in respect of the Property as a result of any act or omission on the part of the Owner in relation to the Project or otherwise and/or the performance by the Owner of the obligations contained herein;



Without prejudice to any other obligations and/or specific indemnity provided by the Developer herein, XL) Developer hereby further agrees to indemnify, defend and hold harmless the Land Owners against and in respect of any and all liabilities, losses (other than consequential losses), costs, damages, commissions and/or expenses (together with reasonable attorney's fees and disbursement), which may be suffered or sustained by any of the Land Owners by reason of (i) the non-performance and non-observance of any of the terms and conditions of this agreement by the Developer; and/or (ii) acts of willful negligence or intention misconduct by the Developer and/or (iii) breach of the provisions of this Agreement by the Developer; and/or (iv) any representation and warranty by the Developer found to be misleading or untrue or any breach by the Developer of any representation and warranty contained in this Agreement; and/or (v) any Third Party demand or claim or action in respect of any part or portion of the project due to any defects or bad quality of construction, quality of materials and/or utilities used, and/or deficiency in or inappropriate common areas and Facilities and/or amenities etc; and/or (vi) from any and all Third Party claims for loss of or physical damage to property or for death or injury and against all losses for personal injury and for property or for death or injury and against all losses for personal injury and for damage to or loss of any property arising out of or in any way connected with the Developer's performance of this Agreement or arising out of any act or omission of the Developer, and in turn of the persons claiming through or under the Agreement; and/or (vii) any Encumbrance created on the Property or any part thereof as per this agreement and/or (viii) noncompliance of any Applicable Laws and/or breach of any of the terms and conditions or otherwise of any approvals, clearances, NOCs, sanctions, obtained by the Developer for the Projector any part thereof (ix) payments of taxes, duties, levies, fees etc. relating to the Project including contractors, suppliers and representatives, income or other taxes required to be paid by the Developer without reimbursement hereunder, or non-payment of amounts due as a result of materials or services supplied/furnished/ provided to the Developer or any of its contactors which are payable by the Developer or any of its contactors(x) failure by the Developer to fulfill its obligations under any Applicable Laws and/or under this Agreement and/or account of any claims, damages, payments, charges expenses or recoveries of any kind whatsoever in respect of the project as a result of any act or omission on the part of the Developer in relation to the Project or otherwise and/or the performance by the Developer of the obligations contained herein.

XLI) Both the Parties have agreed to resolve all dispute and difference arising out of the instant agreement or its terms, conditions, definition, performance amicably but in the event same is not resolved amicably either of the parties may refer the dispute to arbitration for resolution according to and in terms of the provisions of the Arbitration & Concilietion Act, 1996 and the Land Owners jointly may appoint one arbitrator, while the Developer shall appoint one arbitrator and thereafter both the Arbitrator may conduct arbitration and in the event they are unanimous in their award, they will pass award jointly otherwise in the event they could not come to some consensus, they will

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appoint another umpire, who will conduct the arbitration and after notice and hearing to the parties, the umpire may pass award, which would be binding on both the Parties. The Parties further agree that both parties share the cost of arbitration equally and that only in Calcutta jurisdiction, arbitration could be conducted. However both the parties agree that pendency of arbitration proceeding on particular disputes, will not prevent the parties in exercising their remaining respective rights and obligations under this agreement.

XLII) Both the Parties further agreed

- a) That No party shall be entitled to assign or transfer all or any of their respective rights and/or novate any of their respective obligations under this Agreement to any third party without the prior consent of the other concerned party and that all terms and conditions of this agreement shall be binding upon and inure to the benefit of and be enforceable by the legal representatives and permitted assigns of the parties.
- That each and every obligation under this agreement shall be treated as a separate obligation and shall be severally enforceable as such. The parties agree that if any of the provisions of this agreement is or becomes invalid illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired, which shall continue to be valid and binding and such invalid, illegal or unenforceable provision shall be treated for all purpose as detached from this agreement and ineffective to the extent of such invalidity or unenforceability. Notwithstanding the foregoing the parties to this agreement shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provisions so found to be void or unenforceable.
- No waiver of any provision of this agreement or of any breach of any provision of this agreement shall be effective unless set forth in a written instrument signed by the party waiving such provision or breach. No failure or delay by a party in-exercising any right, power or remedy under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a party of any breach of any other party of any provision hereof shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other provisions hereof:
- d) Each party shall bear its own costs in connection with the negotiation, preparation and execution of this agreement. It is also agreed that all costs, charges and expenses for stamp duty and registration charges payable on this agreement shall be paid and borne by developer. However in the event any statutory taxes are payable by the Land owners in relation to the Land owners' allocation, the same shall be borne and paid by the Land owners and save as specifically provided herein, each party shall pay and bear the respective direct taxes (like income tax



etc.) payable by each of them, arising from or in respect of this agreement and shall keep each of the other parties safe, harmless and indemnified in respect thereof;

- e) This agreement sets forth the entire agreement and understanding between the parties in connection with the subject matter hereof and all documents executed in pursuance hereto and/or simultaneously hereto, whether registered or unregistered, shall be deemed to form and comprise an interest and inseparable part of this agreement.
- None of the provisions of this agreement shall be deemed to constitute a partnership between the parties hereof and each party shall have the authority to bind or shall be deemed to be the agent of the other only in the manner specifically provided herein, it being clarified and understood that the developer has not been appointed as an agent or contractor of the Land owners. But to the contrary has been granted independent valuable rights and interests in the subject property specified in schedule "A" hereunder written by virtue of and/or under these presents and Each of the rights of the respective parties hereto under this agreement are independent cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the party, whether under this agreement or otherwise;
- g) Each party acknowledge and agrees that if any of them shall breach any of the provision of this agreement or any other agreement entered into pursuant to it after execution of this agreement damages may not be an adequate remedy to the other party and such other party shall be entitled to seek enforcement by injunction order for specific performance or such other equitable relief as a court of competent jurisdiction may see fit to award.
- h) No remedy conferred by any of the provisions of this agreement is intended to be exclusive of any other remedy available at law, in equity by statute or otherwise. Each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity by statute or otherwise. The election by any party to pursue one or more of such remedies shall not constitute a waiver by such party of the right to pursue any other available remedy;
- i) Each party shall cooperate with the other parties and execute and deliver to the other parties such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out evidence and confirm and their rights and the intended purpose of this agreement;
- j) Each of the parties agrees that having regard to all the circumstances the covenants contained herein are reasonable and necessary for the protection of the parties;
- k) However the parties agreed that for the purpose of Development of the proposed project and for convenience of the project, the Developer shall be at liberty to amalgamate or include any land contiguous to land



specified in schedule "A" belonged to the Land Owners herein on the same terms and conditions or as would be mutually decided by the Parties.

This agreement may be executed simultaneously in any number of counterparts each of which shall be deemed an original but all of which will constitute one and the same instrument

SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece or parcel of Converted Bastu land admeasuring 2 (Two) Bigha 9 (Nine) Cottahs 2 (Two) Chittacks 35.6 (Thirty Five point Six) Sq. ft. (as per Purchase Deeds) but according to shares as per B.L.R.O. Mutation 2 (Two) Bigha 8 (Eight) Cottahs 3 (Three) Chittacks 11.4 (Eleven point four) Sq. ft. be the same a little more or less comprised in R.S./L.R. DAG NO.4229 and R.S./L.R. DAG NO. 4228 appertaining to R.S. Khatian No. 442 and R.S. Khatian No. 430 Corresponding to L.R. Khatian Nos. 10539 (in the name of Land Owner Vendor No. 1 for 12 decimal in 1517 share), L.R. Khatian Nos. 10540 (in the name of Land Owner Vendor No. 2 for 11 decimal in 1517 share), L.R. Khatian Nos. 10541 (in the name of Land Owner Vendor No. 3 for 11 decimal in 1517 share) L.R. Khatian No.10792 (in the name of Land Owner/Vendor no.4 for 8 decimal in 1081 share), L.R. Khatian No.10794 (in the name of Land Owner/Vendor no.5 for 9 decimal in 1268 share), L.R. Khatian Nos.10542 (in the name of Land Owner/Vendor no. 6 for 7 decimal in 0947 share), L.R. Khatian Nos.10543 (in the name of Land Owner/Vendor no. 8 herein for 9 decimal land in 1337 share), L.R. Khatian No. 10790 (in the name of the Land Owner/Vendor No. 8 herein for 9 decimal land in 1337 share), L.R. Khatian No. 10790 (in the name of the Land Owner/Vendor No. 9 herein for 5 decimal land in 788 share) all in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality, since been included within Bidhannagar Municipal Corporation,

which is butted and bounded by: -

ON THE NORTH : Land or RS/LR Dag 4229(P), 4228(P), 4227(P) & 4225 (P);

ON THE SOUTH : 20 Mt' wide Mega City Bye Lane;

ON THE EAST : Partly Land of RS/LR Dag 4229(P), 4265(P), 4227(P) and Partly

De-Rozio College;

ON THE WEST : Land of RS/LR Dag 4230(P), 4224(P)

Which Property of the Land Owners/Vendors consists of the following Parts:

<u>Part – 1</u>

ALL THAT piece or parcel of Converted Bastu: Land admeasuring 20(Twenty) Cottahs 3(Three) Chittacks 25 (Twenty Five) Sq. ft. [equivalent to 33.37 decimal, be the same a little more or less], comprised in R.S./L.R. Dag No. 4229 appertaining to R.S. Khatian No. 442 L.R. Khatian Nos. 1035/1,

4981, 1986 & 3190/2, (later mutated in L.R. Khatian no. 7274 in the name of Bengal DCL Housing Development Company Limited) since been further mutated in Corresponding L.R. Khatian Nos. 10539 (in the name of Land Owner Vendor No. 1 for 12 decimal in 1517 share), L.R. Khatian Nos. 10540 (in the name of Land Owner Vendor No. 2 for 11 decimal in 1517 share), L.R. Khatian Nos. 10541 (in the name of Land Owner Vendor No. 3 for 11 decimal fand in 1517 share), all in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality, since been included within Bidhannagar Municipal Corporation, which is butted and bounded by:

ON THE NORTH : Partly R.S./L.R. Dag No. 4225 & Partly R.S./L.R. Dag No. 4225;

ON THE SOUTH : R.S./L.R. Dag No. 4228(Part);
ON THE EAST : R.S./L.R. Dag No. 4229 (Part);

ON THE WEST : Partly R.S./L.R. Dag No. 4224 & Partly R.S./L.R. Dag No. 4230;

PART - II

ALL THAT piece or parcel of Converted Bastu Land admeasuring 4 (Four) Cottahs 13 (Thirteen) Chittacks 20 (Twenty) Sq. ft. (Equivalent to 8 Decimal) be the same a little more or less, [consisting of (1) All that piece or parcel of land admeasuring 1 (One) Cottahs 13 (Thirteen) Chittacks 15 (Fifteen) Sq. ft. (Equivalent to 3 Decimal) be the same a little more or less, comprised in R.S. / L.R Dag no. 4229, appertaining to R.S. Khatian No. 442, L.R. Khatian No. 4981 [later recorded in L.R. Khatian nos. 1018/1 and 1176/1] and (2) All that piece or parcel of land admeasuring 3 (Three) Cottahs (equivalent to 5 Decimal) be the same a little more or less, comprised in R.S. / L.R Dag no. 4229, appertaining to R.S. Khatian No. 442, L.R. Khatian No. 4981 [later recorded in L.R. Khatian no. 1929/2], presently mutated in the office of the B.L.L.R.O. Rajarhat and separate L.R. Khatian No.10792 has come into being (in the name of Land Owner/Vendor no.4 for 8 decimal land in 1081 share), both in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality, since been included within Bidhannagar Municipal Corporation; which is butted and bounded by:

ON THE NORTH : R.S./L.R. Dag No. 4229 (Part);
ON THE SOUTH : R.S./L.R. Dag No. 4228 (Part);

ON THE EAST : Other Plot Owners

ON THE WEST : Partly R.S./L.R. Dag No. 4229 (Part);



PART - III

ALL THAT piece or parcel of Converted Bastu Land admeasuring 5(Five) Cottahs 11(Eleven) Chittacks 5 (Five) Sq. ft. be the same a little more or less comprised in R.S. / L.R Dag no. 4229, appertaining to R.S. Khatian No. 442, L.R. Khatian No. 4981, presently mutated in the office of the B.L.L.R.O, Rajarhat and separate L.R. Khatian No.10794 has come into being (in the name of Land Owner/Vendor no.5 for 9 decimal land in 1268 share), in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality since been included within Bidhannagar Municipal Corporation, which is butted and bounded by:

ON THE NORTH : R.S./L.R. Dag No. 4229 (Part);

ON THE SOUTH : R.S./L.R. Dag No. 4229 (Part);

ON THE EAST : R.S./L.R. Dag No. 4244;

ON THE WEST ; Partly R.S./L.R. Dag No. 4230;

PART - IV

ALL THAT piece or parcel of Converted Bastu Land admeasuring 9(Nine) Cottahs 8(Eight) Chittacks 22 (Twenty Two) Sq. ft. [equivalent to 15.72 decimal, be the same a little more or less], comprised in R.S./L.R. Dag No. 4228 appertaining to R.S. Khatian No. 430 L.R. Khatian Nos. 1986, 3190/2, (later mutated in L.R. Khatian no. 7274 in the name of Bengal DCL Housing Development Company Limited), L.R. Khatian Nos.10542 (in the name of Land Owner/Vendor no. 6 for 7 decimal in 0947 share), L.R. Khatian Nos.10543 (in the name of Land Owner/Vendor no. 7 for 6 decimal in 0946 share), L.R. Khatian No. 10791 (in the name of the Land Owner/Vendor No. 8 for 9 decimal land in 1337 share) in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality, which is butted and bounded by:

ON THE NORTH ; R.S./L.R. Dag No. 4228 (Part);

ON THE SOUTH : Partly R.S./L.R. Dag No. 4265 & Partly R.S./L.R. Dag No. 4227;

ON THE EAST : R.S./L.R. Dag No. 4228 (Part);

ON THE WEST : Partly R.S./L.R. Dag No. 4229;

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PART - V

ALL THAT piece or parcel of converted Bastu land admeasuring 9 (Nine) decimal equivalent to 5 (Five) Cottahs 6 (Six) Chittacks 37.4 (Thirty Seven point four) Sq. ft. be the same a little more or less as aforesaid, comprised in R.S. / L.R Dag no. 4228, appertaining to R.S. Khatian No. 430, L.R. Khatian No. 1511/1 and 2501/2 in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Sa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality (since been included within Bidhannagar Municipal Corporation) and since been mutated in the name of M/S VISWAKARMA APPARTMENT PRIVATE LIMITED (the Land Owner/Vendor No. 8 herein) in L.R. Khatian No. 10791 for 9 decimal land in its 1337 share, which is butted and bounded by: -

ON THE NORTH: R.S./L.R. Dag No. 4228 (Part);

on the south : R.S./L.R. Dag No. 4244 (Part);

ON THE EAST : R.S./L.R. Dag No. 4265;

ON THE WEST : Partly R.S./L.R. Dag No. 4228;

PART - VI

ALL THAT piece or parcel of converted Bastu Land admeasuring 3 (Three) 7(Seven) Chittacks 16.2 (Sixteen point Two) Sq. be the same a little more or less, comprised in R.S. / L.R Dag no. 4228, appertaining to R.S. Khatian No. 430, L.R. Khatian Nos. 1118/2, 1176/1 & 2363/2, since been duly mutated in the office of the B.L.L.R.O., Rajarhat in recent separate L.R. Khatian No. 10790 (in the name of M/S VISWAKARMA GARDENS PRIVATE LIMITED, the Land Owner/Vendor No. 9 herein for 5 decimal land in 788 share) in Mouza Gopalpur, J.L. No. 2, Touzi No. 2998, Re. Şa. No. 140 within Police Station previously Rajarhat, now Airport, earlier situated within ward No. 5 of Rajarhat Gopalpur Municipality (since been included within Bidhannagar Municipal Corporation, which is butted and bounded by: -

ON THE NORTH ; R.S./L.R. Dag No. 4228 (Part);
ON THE SOUTH ; R.S./L.R. Dag No. 4228 (Part);

ON THE EAST : R.S./L.R. Dag No. 4228 (part) & Partly others Land;

ON THE WEST : Partly R.S./L.R. Dag No. 4229 (Part);

SCHEDULE 'B' ABOVE REFERRED TO:

Irrespective of increase or decrease of F.A.R. on sanction of plan/plans, the Land Owners/Vendors No.1 to 9 in lieu of granting rights of Development in favour of the Developer subject to fulfilment of

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their obligations and compliance of the terms of the Agreement, shall be entitled to and the Developer shall be obliged to pay to the said Land Owners the following considerations, which have also been specified in Schedule 'B' hereunder written:-

- The Land Owners/Vendors No.1 to 9 herein shall jointly be entitled to and the Developer shall be obliged to pay and/or disburse to the said Land Owners no. 1 to 9, jointly, proportionate 43% of all amounts that may be received by Developer time to time in project Escrow Account [to be opened by Developer in any nationalized Bank at the choice discretion and convenience of the Developer] against sale or transfer of any part or portion of saleable space of the project including property or any part or portion thereof of the Single High rise multistoried Building to be named solely at the discretion of the Developer before Registration under West Bengal Housing Industry Regulatory Authority Acts and Rules [i.e. 43% of gross receipt to come in Project Escrow Account against sale or transfer of all sealable space of the building time to time), to the Land Owners/Vendors jointly in their designated Bank Account as specifically mentioned in clause XIII herein above, which parties of all parts herein agreed and accepted;
- The Land Owners/Vendors herein shall also be entitled to +interest free refundable security deposit of Rs.2,50,00,000/- (Rupees Two Crore Fifty Lakh only), which security deposit has already been paid by the Developer to the said Land Owners/Vendors No.1 to 9, which receipt the said Land Owners/Vendors no. 1 to 9 herewith admit and acknowledge herewith as per memo of consideration appearing hereunder written on condition that the said entire security deposit of Rs.2,50,00,000/- (Rupees Two Crore Fifty Lakh only) to be refundable by the Land Owners and/or to be adjustable from the sale price, (to be entitled by the Land Owners) in the manner as indicated and specified in sub-clause (v) of Clause XIII herein above, which parties of both parts herein agreed and accepted. That it is agreed by both the Developer as well as the Land Owners/Vendors that the Developer shall exclusively at its cost must obtain completion/Occupancy certificate of the proposed High rise (Multistoried) Building or Buildings of the said Housing project to be erected over 'A; schedule property after completion of their respective constructions in all respect and after obtaining electricity, water connections and other installations fittings and fixtures as indicated in this agreement.



IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands and seals on

the day month and year first above written.

SIGNED SEALED AND DELIVERED by the withinnamed Land Owners/Vendors at Calcutta in the presence of:

1. Firabhar Kumor statis Advobale -Susanta Rajbanshi Schapur Frover pely 24 Pgs (N), 743144

AUTHORISED DIRECTOR OF 1. M/S VISWAKARMA NIRMAN PRIVATE LIMITED 2. M/S SOBHA TRADING PRIVATE LIMITED,

3. MIS RISHAVA ESTATES PRIVATE LIMITED,

AUTHORISED DIRECTOR 4. MJS VISWAKARMA CONCLAVE PVT. LIMITED & 9. M/S VISWAKARMA GARDENS PRIVATE LIMITED;

AUTHORISED SIGNATORY

MIS VISWAKARMA NIKETAN PRIVATE LIMITED

6. M/S VISWAKARMA COMMERCE CENTER PYT. LIMITED & 8. M/S VISWAKARMA APARTMENT PVT.LTD.

Signature of Land Owners/Vendors

SIGNED SEALED AND DELIVERED by the within

named Developer at Calcutta in the presence of :

1. Treablat Kung Antology.

Figh Court, Calcutta

24 Tas (H), 743144

Drafted by me and Printed in my computer Practia

Mr. Prabhat Kumar Datta,

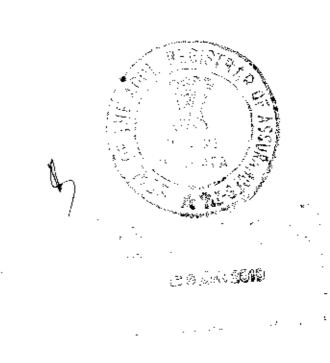
Advocate,

High Court, Calcutta 7C, K.S.Roy Road, Kol- 700001

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AUTHORISED DIRECTOR M/S OSWAL PROPERTIES PRIVATE LIMITED

Signature of Developer



SCHEDULE "C"ABOVE REFERRED TO:

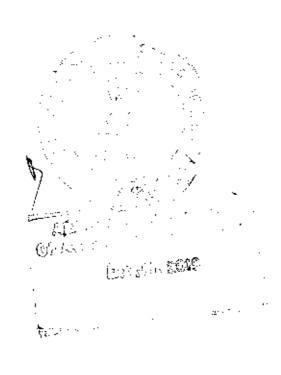
POWERS DELIGATED BY THE LAND OWNERS IN FAVOUR OF THE DEVELOPER UNDER THIS AGREEMENT

- a) To appear and represent the Land Owners/Principles jointly and severally before all authorities including Bidhannagar Municipal Corporation, W.B.S.Electricity Authority, CESC Limited, Calcutta Metropolitan Development Authorities, Urban Land Ceiling Authority, Postal authorities, Police authorities, Collectorate authorities, Income Tax Tax Authority, Fire Brigade and all courts of Civil, Revenue, Rent Controller, High Court, Supreme Court, Criminal Court, all other statutory authorities in west Bengal and other authorities within Indian Dominion, Registration Offices, Registrars of all authorities, individuals as and when would be required in relation to my said property described in Schedule hereunder written including for the purpose of its Development, obtaining of sanction of building Plan from appropriate authority/authorities, construction of Building, repairing, beautification etc. or otherwise of the building to be constructed at the said premises described in Schedule hereunder written and for all practical purposes only in relation to and concerning Land Owners/Principles said property specifically mentioned in Schedule "A" herein above and for disposal of allocation of the Parties as per terms of the agreement in the building to be constructed over the said property described in Schedule "A" herein above as and by way of sale, transfer mortgage assignment part with possession, on such terms & conditions as the Land Owners/Principles said attorney may feel justified.
- b) To hold defend and retain possession of the subject property specified in schedule "A" hereunder written and every part or portion thereof and to design, plan, develop, construct, market, sell etc. the project thereof to be constructed thereon.
- c) To demolish any structures situated on the property or any part or portion thereof and to appropriate the debris accruing therefrom in such manner as the said attorney may deem fit and proper.
- d) To cause the name of the purchaser/owner of the property or any part or portion to be mutated in the records of the authorities concerned including Bidhannagar Municipal Corporation and for the aforesaid purpose to sign and execute all applications papers deeds documents and instruments as the said attorney in its absolute discretion may deem fit and proper.



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- e) To execute any deed of declaration, deed of confirmation and/or any deed of modification and to register the same with the Sub-Registrar, Additional District Sub-Registrar, District Sub-Registrar, District Registrar, Additional Registrar of Assurances, Kolkata, Registrar of Assurances, Kolkata and other competent Registration authority in accordance with law as the attorney may at its sole discretion desire or deem fit and proper.
- f) To cause conversion of the nature of use of the property and for the aforesaid purpose to sign and execute all persons applications deeds documents and instruments as may be necessary and/or required as the said attorney in its absolute discretion may deem fit and proper.
- g) To cause the subject property under development specified in schedule "A" herein above or any part or portion thereof to be amalgamated properly or with any adjoining and/or neighbouring property and/or premises and/or partition the property or any part or portion thereof and for the aforesaid purpose to sign and execute all papers applications deeds documents and instruments as may be necessary and/or required as the said attorney in its absolute discretion may deem fit and proper.
- h) To execute any affidavit or declaration confirming marketable title or demarcation of the boundaries in respect of the property or any part or portion thereof as the said attorney may desire or deem fit and proper and to register the same with the sub-registrar, Additional District Sub-Registrar, District Sub-Registrar, District Registrar, Additional Registrar of Assurances, Kolkata, Registrar of Assurances, Kolkata and other competent Registration authority in accordance with law and to admit the execute thereof as the said attorney may desire or deem fit and proper.
- To appear and represent before any Notary Public, Sub-Registrar, Additional District Sub-Registrar, District Sub-Registrar, District Registrar, Additional Registrar of Assurances, Kolkata, Registrar of Assurances, Kolkata, Metropolitan Magistrate and other officer and/or officers, authority or authorities having jurisdiction in respect thereof and to present for registration and to acknowledge and register or have registered and perfected all such deeds, instruments and writing executed and signed by Land Owners/Principles' said attorney concerning the said property specified in schedule "A" herein above or any part or portion thereof.
- j) To obtain and give rights of way, access, rights to fay drains. Water mains, electric cables, telephone, fax lines and telegraph cables etc. underground and overhead (as the case may be) lifts and for that purpose to obtain and give and sign and execute and deliver all deeds undertakings writing etc. as may be necessary or required from time to time.
- k) To utilize or shift or have cancelled the existing utilities in the property in such manner as my said attorney may deem fit and proper.



- 1) To appoint and engage architect engineers and R.C.C. specialist, valuers and surveyors and contractors as may be required from time to time for the project or otherwise and revoke his/their appointment and reappoint any other person in his/their fees.
- m) To take all steps for formation of maintenance company having limited shares equivalent to no. of disposable units to be constructed in terms of the Agreement and to handover charge of maintenance of the Building and in this respect to represent the Land Owners before ROC or other appropriate authorities and to take steps to transfer one share of the maintenance Company to each prospective buyer simultaneous to registration of deed of conveyance
- n) To prepare or cause to be prepared master plan, map or building plan for construction of project or any part or portion thereof on the property or any part or portion thereof as it deem fit and proper and to submit the same to be authorities concerned for sanction and for the aforesaid purpose to sign and execute all such maps plans deeds documents and instruments as may be necessary and/or required from time to time.
- To submit to the all revenue authorities, Airport Authorities including authorities for High rise Building, Bidhannagar Municipal Corporation, concerned municipality and country planning department, Zilla Parishad, concerned Panchayat, KMDA, Calcutta Electric Supply Corporation (CESC), West Bengal State Electricity Board (WBSEB), PWD, Fire Department or such other competent authority and all its/their departments and other concerned authorities in accordance with their laws for the time being inforce, bye-laws, rules and regulations, such plans of the subject property under Development and specified in schedule "A" herein above or any part or portion thereof in respect of separation and/or sub-division and/or amalgamation of the property or of the project comprising of building or building proposed to be constructed on the property and for the aforesaid purpose to sign and execute all applications, plans, specifications, documents writing, affidavits, undertaking, indemnities etc. as may be required by any or all of the aforesaid authorities their officers and departments and carry on correspondence with them for sanction of the said plans thereof and to obtain all clearance certificate/s for and in respect of development of the property or any part of portion thereof and the proposed construction of project

and/or building or buildings thereon and for occupation or part occupation certificates and to take necessary and incidental steps including making applications for water connection electric supply, drainage and other incidental matter and works which are normally required to be carried out and/or done for becoming eligible for grant of building completion certificate/s.

- p) To approach and represent before Airport Authorities including authorities for High rise Building, Bidhannagar Municipal Corporation, concerned municipality, KMDA, B.L. & L.R.O. Town and country planning department, Zila Parishad, concerned Panchayat and any Government and/or Semi Government authorities including all revenue authorities like Collector Additional Collector including all revenue authorities and all departments thereof City Survey authorities, Town planning authorities under the Urban Land (Ceiling and Regulations) Act, 1976 or any other authorities appointed under the law for the time being in force for the purpose of matters connected with the development of the property and/or project or any part or portion thereof inclusive of but not restricted for getting the plans and amendments and revision passed for the proposed construction of the project comprising of building or buildings on the subject property under Development specified in schedule "A" herein above and for the aforesaid purposes to sign all letters, applications, agreements, documents court proceedings, affidavits and papers as may be necessary or required from time to time in this regard.
- q) To pay fees, obtain sanction and/or approvals/consents and such other orders and/or permission from the necessary authorities as may be expedient for, sanction, modifications and/or alternation of the existing master plan, building plan and also to receive and/or refund of the excess amount of fees (if any) paid for the purpose or modification and/or alteration of the building plans to any authority and/or authorities.
- r) To make necessary applications or pursue and follow up all applications already made and/or to be hereafter made to the competent authority under the Urban Land (Ceiling and Regulations) Act, 1976 including those for NOCs/permissions under sections 8, 9, 10,20, 21 or 22 and/or any other sections of the said Act or the statutory amendments thereof and the guidelines, directives and notifications issued thereunder by the appropriate authorities and for obtaining the further or additional or consequential NOCs/permissions under the said Act.

including extensions, revisions, modifications, amendments clarifications, review and to make such other applications and take all necessary steps under the said Act.

- To apply to the Bengal Police Authorities Bidhannagar commissionerate/ city police and/or the Kolkata Police, Fire Brigade Department, PWD, West Bengal Pollution Control Board (WBPCB), and other competent authorities for completion certificate and to obtain all sanctions, permissions, NOCs, clearances, consents, approvals for drainage sewerage water tubewell, generator, lift pollution control and environment clearance and to sign all necessary applications papers and documents in relation thereto.
- to obtain satisfaction of the areas, survey, measurement, demarcation of boundaries area, certificates, extracts etc. and to make such applications or to write and execute such applications letters or documents as may be required by such authorities or any of them for any work regarding survey measurement demarcation of boundary areas, certificates extracts etc. of the subject property under proposed Development specified in schedule "A" herein above or any part or portion thereof.
- To negotiate and to execute and enter into any agreement for sale or any other agreement for transfer in such manner as it deem fit and proper for including but not limited to sale, transfer, convey, assign lease, sub-lease, let out gift etc. in respect of the subject property under Development specified in schedule "A" herein above or any part or portion thereof or any building or building comprised in project proposed to be constructed there on such basis as the attorney may desire or deem fit and to lodge the same for registration with the sub-registrar, Additional District Sub-Registrar, District Sub-Registrar, District Registrar, Additional Registrar of Assurances, Kolkata, Registrar of Assurances, Kolkata or before any competent Registration authorities having jurisdiction under the law and to receive consideration in respect thereof and to credit/deposit the same in such manner as it deem fit and proper as its sole and absolute discretion.
- v) To execute the deeds of conveyances or such other deeds to sale, transfer, lease, sub-lease, let out, gift and/or otherwise deal with allocations of the Parties, as per the terms of this agreement and to lodge them for

registration with the sub-registrar, Additional District Sub-Registrar, District Sub-Registrar, District Registrar, Additional Registrar of Assurances, Kolkata, Registrar of Assurances, Kolkata and to receive, realize, collect and appropriate in such manner as it deem fit and proper all moneys in respect thereof.

- To file and prosecute or appear and defend any suit, writ petitions, actions or legal proceedings in any court of law or before any quasi-judicial authority tribunal or any other forum in any way concerning the property and/or project or any part or portion thereof and for the aforesaid purpose to appoint and engage advocates solicitors counsels and to settle and pay their fees and to sign or in our names and on our behalf all plaints, petition, written statements, affidavits and applications, vakalatnamas, etc. and to compromise such suits, writ petitions actions or legal proceedings upon such terms and conditions as our said attorney may deem fit and proper and to abide by and observe perform and carry out all obligations under the suits and other legal proceedings and consent decree orders pass thereunder.
- To appoint Advocates, solicitors, and other legal advisors and experts to get the title to the property or any part portion thereof scrutinized and investigated and to invite from public claims (if any) to the property or any part of portion thereof by publishing notices of intended development and by other modes and to take steps to get the title to the property or any part or portion thereof completed in favour of the developer/purchasers or their respective nominees/and (if required) for all the aforesaid purposes to get all and necessary deeds, documents assurances etc. made and executed by the concerned parties.
- y) To sign and verify any plaint, written statement, petition, miscellaneous application, Vakalatnama, Warrant of Attorney, memo of appeal or any other documents or papers in any proceedings relating to Land Owners said property described in Schedule "A" herein above or its part including allocations of the respective parties as per this agreement in the building to be constructed thereon or in any way connected therewith including eviction suit, proceeding, case against any Tenant/occupant or trespasser if any in the said property or its part and to compromise on any terms



and to declare or affirm any affidavit declaration thereto as Land Owners/Principles said attorney may think fit and proper.

- z) For the Land Owners herein and on their behalf and in their names to accept service of any writ or summons or other legal process and to enter an appearance in the defense or oppose any action or other legal proceedings and to make any counter claim therein and to commence any action or other legal proceedings for such reliefs as the said attorney or their advisers shall think necessary for the recovery or protection of the property or any part or portion thereof and/or rights and to prosecute discontinue of compromise any such action or proceedings and to appeal against any judgment or decision of any court or tribunal in any action or proceedings.
- To make and sign applications to the appropriate government departments, local authorities or other competent authorities for all and any licenses, permissions and consents required as per applicable laws or otherwise in connection with the management and improvement of the property including the recovery of compensation where such is recoverable with power to give receipts and full discharges thereof.
- To ask demand sue for recovery and receive of and from all persons and bodies corporate for any claims or demands actions or rights or otherwise of or relating to or concerning with the said property and/or proposed development of the project thereof howsoever with arising and whether past or present or future or against the Government of India or Government of West Bengal or Bidhannagar Municipal Corporation or concerned Municipality or any other body or authority respectively and to commence carry on and prosecute any motion suit writ petition or other proceedings whatsoever for recovering and compelling payment transfer or thereof respective and for that purpose sign and execute all plaints written statements, affidavits and applications and to engage solicitors and advocate and to settle and pay their fees.
- To settle adjust compound submit to arbitration or compromise all actions, suits accounts reckonings claims and demands whatsoever between Land Owners herein and any person or persons whomsoever and in any way connect with the property or the sale of the property or any part thereof and/or in respect of the said



proposed project or part thereof thereat in such manner and in all respect as the said attorney shall think fit and proper.

- To do and carry out all acts, deeds, matters and things as may be found necessary and expedient for the purpose of effective transfer and/or development of the project on the subject property under Development specified in schedule "A" herein above or any part or portion thereof and for completion of transaction in respect of the property and/or project and/or any part or portion thereof in favour of the various intending buyers or their nominee and/or nominees of the intending buyers who has purchased or agreed to purchase a space in the proposed project as the said attorney may desire.
- ee) To sign, verify, affirm file and submit all statements affidavits, undertakings, plaints, petitions, and any other document or documents which may become necessary to be executed for the development and promotion of the project on the subject property under proposed Development specified in schedule "A" herein above or any part or portion thereof and represent before any Notary Public, Metropolitan Magistrate or any other statutory authorities.
- To apply to the Tahsildar, City Survey officer, and country planning officer, Assessor and Municipal Authorities, B.L. & L.R.O. and all other public or private body or authority for the purpose of making necessary mutation entries in respect of the subject property under proposed Development specified in schedule *A" herein above or any part or portion thereof including the proposed building/s and to transfer and mutate the property or any part or portion thereof in favour of the various inténding buyers of the space in the proposed project or their nominee or nominees as the said attorney may desire and for that purpose to make all correspondence including making any application petition, representation and prefer an appeal reference review in that behalf as the said attorney may deem fit and proper or if so desired.



- To commence carryout and complete and/or cause to be commenced carried out and completed the proposed construction work on the subject property under proposed Development specified in schedule "A" herein above or any part or portion thereof in accordance with the sanctioned plans or as the same be got modified changed or altered by the said attorney and so far as any proposed construction work is concerned to see that all applicable laws are observed and for that purpose/s to do all acts and deeds and things as the said attorney may desire or deem fit.
- hh) To deposit and withdraw fees, documents, and moneys in any form or manner from any court or courts, person or persons, office or authority or authorities as the case may be for and on behalf of the Land Owners/Principles herein and to give good valid receipts and discharge thereof.
- ii) To appoint substitute or substitutes with all or any of the powers contained herein with similar powers to delegate and to revoke such appointment and reappointment any other person if the said attorney so desire with consent to the Land Owners/Principles herein.
- subject property under proposed Development specified in schedule "A" herein above and/or the project or any part or portion thereof concerning the authority granted herein in respect of the property which the owner could itself have lawfully done under its own hand and seal if personally present. AND ALL and whatsoever the said attorney shall lawfully do or cause to be done in or about the subject property specified in schedule "A" herein above or any part or portion thereof, the Land owners as Principles do hereby for themselves and their respective successors allow, ratify and confirm and the same shall be binding upon the Land Owners herein to the same extent and in the same manner as if the same are done by the Land owners/Principles and personally present but it is expressly made clear that these delegated powers are not extended to any of Land Owners' other property or estate or its part;

MEMO OF CONSIDERATION

		De 20 50 0000
1	Received from the within named Developer the within mentioned refundable security deposit in terms of	118.52,20,000/-
	- Sebadula № bereinahnya mentioned di Rs 32,50,000, (Ru⊅ees thiny Two Lakh Hilly Hidusdilu Uliy) ⊇y an T	
	a/o dayee Madager's Cheque bearing no 014619 dated 30/05/19 for Rs.32,50,000- drawn on Ficho Bairs, [I
	Zakturogobi 9 rayeb to the name of M/S Viswakarma Niuran Private Limited:	n . 1 — i
2	Required from the within named Detrezoer the within mentioned refundable security deposit in terms or	Rs.35,0
	ending to payee 1 - كانتانية الكانانية الإنانية الإنانية الكانانية الإنانية الكانانية	0,000,0
	Manager's Cheque bearing no i014615 dated 30/05/19 for Rs.32,50,000/- drawn on HDFC Bank, kansurgadin	
	L Brench in the name of MVS Soliba Tradica Private Limited:	- ni no 2001
3	Popping from the within garners Developer the within mentioned refundable security opposit in terms of	Rs.35,00,000/-
'	ا Rehadula 10: hominahous montoned of Rs 35 CO 0007. (Rippes Thirty Five Lakin ocn) by 30 aid payde ا	:
	Manager's Cheque bearing no. 014614 dated 30/05/19 for Rs.35,00,000/- crawn on HDFC Hack, Kankurgachi	
1	i. Reports in the name of M/S Rishara Estates Private Limited:	
4	Descript from the within named Developer the within mentlaned refundable security deposit in terms of	Rs.35.00,000/-
1 '	I Cohodula 'P' revisiophovo mentioned of Rs 35.00 000/- (Ruppes Thirly P.Vo Lakh chly) by an aic payee	
	Manager's Cheque bearing no. 014618 dated 30/05/19 for Rs.35,00,000/- drawn on MDr C Bank, Kankingatar.	
	I Brecch In the same of M/S Viswakarma Condave Private Limited:	 !
15	I Received from the mittin named Developer the within montioned (elundable security deposit in terms of I	Rs.25,00,000/-
. "	in the reliably to the horsidaly one mentioned of Rs. 25.00,000/. (Rucees Twosty Five Lakh only) by an aid payee ا	
	Manager's Cheque bearing no. 014616 dated 30/05/19 for Rs 25,00,000/- drewn on HDFC Bank, Kankurgachi I	
	L Deposition Free name of M/S Visiwakarma Nikotap Privalle Limited:	· ———
6	Revened from the within garded Developer the within mentioned retundable security deposit in terms of	Rs.17,50,000/-
۱°	Li Sabadula 'B' irereinahove mentinned of 3s.17.50.000/- (Rupees Seventeen Lakh Hity Thousand Gr.y) by an ill	
	li pio pavee Manager's Cheruse hearing no. 014617 dated 30/05/19 for Rs. 17,50,000⊬ drawd on HDFC ⊞ans, iii	
ı	 Kankumachi Rranch in the name of M/S Viswakarma Commerce Center Private Limited; 	
7	Described form the within parned Covernor the wilder monitoned relutable security account nearest.	Rs. 20,00,000/-
1'	1 Spirestule 12' hominabove mentioned of Rs 20.00.000/-{Rucees Twenty Lakh Only10y an aid payee wanagers in the payer was a payer wanagers.	
	Cheque bearing no 014822 dated 30/05/19 for Rs. 20,00,000/- drawn on LIDPC Bank, Kankurgachi Branch	
	Lington promoter Managi Kurrar Anguyal	l
8	Pagelined from the within parced Developer the within mentioned retundable security deposit in terms of	Rs.17,50,000/-
"	1. Cahadula 'R' Nacolnahove merdicoed of Rs 17 50.0009 (Rubbes Seyenteen Lako hitty 10008879 909) (9) 40	
:	aid payee Managor's Cheque bearing do 014821 dated 30/05/19 for Rs.17,50,000/- drawn on HDFC Dank.	
i	Kookeanachi Branch in the name of M/S Viswakarma Apartment Private Limited,	<u>!</u>
9	Densityed from top within married Developer the within mortioned refundable security deposit in terms of	Rs.32,50,000/-
"	1 Schedule 'R' horeinsteine mentioned of Rs 32.50.000/- (Rupees Thirty Two Laki) Fifty Thousand only) by an	
1	a/c payee Manager's Chaque bearing no. 014623 dated 30/05/19 for Rs 32,50,000/- drawn on HDFC Bank,	
1	Kankurgachi Branch in the name of M/S Viswakarrna Gardena Private Limited:	
Tota		Rs.2,50,00,000/-
100		

[Rupees Two Crore Fifty Lakh only]

Ramak

AUTHORISED DIRECTOR

1. M/S VISWAKARMA NIRMAN PRIVATE LIMITED,

2. M/S SOBHA TRADING PRIVATE LIMITED;

me Ag-and

FOR SELF (7) AND AS AUTHORISED DIRECTOR OF 3. M/S RISHAVA ESTATES PRIVATE LIMITED;

WITNESSES:

Savita Agascal

AUTHORISED DIRECTOR

RECTOR VE PVT. LIMITED &

4. M/S VISWAKARMA CONCLAVE PVT. LIMITED &
9. M/S VISWAKARMA GARDENS PRIVATE LIMITED

1. Preablet kuren stiller A trokas-High Cower, Radius & 2. Susanta Rajandi

AUTHORISED SIGNATORY

5. M/S VISWAKARMA NIKETAN PRIVATE LIMITED;

AUTHONISED DIRECTOR

6. M/S VISWAKARMA COMMERCE CENTER PVT.
LIMITED & 8. M/S VISWAKARMA APARTMENT PVT.LTD;

Signature of Land Owners/ Vendors No.1 to 9

Ge Kasemiasan 28 July 2016

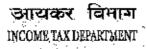
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	2. MJSSOBHA TRADING PRIVATE LIMITED,		[R 	ight Hand]		
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			[L	eft Hand]		-
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	Saveta		[L	.eft Hand]	J	
	· Savita Agarwal					
	AUTHORISED DIRECTOR	Thumb	Fore	Middle	Ring	Little
	4. M/SVISWAKARMA CONCLAVE PVT. LIMITED&	I———	J	ight Hand]		<u> </u>

ADDITIONAL REGISTRIAR OF ASSURANCE S.IV. KOLKARA

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	AUTHORISED DIRECTOR I. M/S VISWAKARMA COMMERCE CENTER PVT.	Thumb	Fore	Middle	Ring '	Little
L	IMITED & 8. M/S VISWAKARMA APARTMENT PRIVATE LIMITED;	<u> </u>	·· _ [I	Right Hand)		
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i	and in Section			[Left Hand]		
İ	532-					
	✓	Thumb	Fore	Middle	Ring	Little
	AUTHORISED DIRECTOR MIS OSWAL PROPERTIES PRIVATE LIMITED		_1	[Right Hand]		

ADDITIONAL REGISTRAS
OF ASSURANCES IV, KOLKATA

E.8 JUN 2019





भारत सरकार GOVT OF INDIA

VISWAKARMA NIRMAN PRIVATE LIMITED

26/09/2005

Permanent Account Number

AACCV1083B

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If this cord is fast / someone's host cord is jound, please inform / report to.

Incomo Tax PAN Sorvices Unit, NSDL 3rd Ploor, Trade World, A Wing, Kamala Mills Compound, S. B. Marg, Lower Parel, Mumbai - 400 013.

Tel: 91-22-2489 4650; Fax: 91-22-2495 0664, email: tininte@esdl.eo.in

Tauvot Cauvot

Director

आयकर विभाग INCOME TAX DEPARTMENT



भारत सरकार GOVT, OF INDIA

SOBHA TRADING PRIVATE LIMITED

20/08/1998

Permanent Account Number

AAHC81819F

१स कार्ड के थोंने : अने पर हुआया सुचित करें / श्रीदारं : - : अविकत थे। तेवा अकाई, ए) एस औ एत वीथी अविक, 'ए' विंग, ट्रेड बळडे, वाण्ड्रा निरुष्ट कम्पाएँड, एल. हो भाग, लोबार गरेल, मुन्दर्श - 400 G18.

:. If this carries hast/someone's last card is found :. please inform / reagns to :

Insone Tax PAN Services Unit, NSDL 4th Floor, "A" Wing, Triale World, Kamala Mills Charpbound, S. B. Marg, Luwer Parel, Mumbaj , 400 013

Tel 91-22-299 4650/Eux 91-22-2495 0664, e-mail: trainfo@right.ox/ip

SOBHWITTYCHE, CALLED Rouvak

Director



रथाई होधा र्राट्या /PERMANENT ACCOUNT NUMBER
. AACCR3295D



HITH WAME

RISHAVA ESTATES PVT LTD

निममन/अपने की तिथि। /DATE OF INCORPORATION/FORMATION 25-07-1984

ير شلما ک

अध्यक्तर आयुक्त, (क्रम्डु:, अपा.), कोज् COMMISSIONER OF, NCOME-TAX(C.O.) KOLKATA

इस कार्ड के श्रो / मिल जाने पर कृप्ता जारी करने पाले प्राधिकारी को श्रृष्टित / वापस कर दें संपुक्त आयकर आयुक्त(श्रुद्धित एवं तकरीकी), पी-7, चौरंगी स्फ्यायर, कलकता - 700 069,

In case this card is lost/found, kindly inform/return to the issuing authority: Joint Commissioner of Income-tax(Systems & Technical), P-7, Chowringhee Square, Calcusts-700 069.

For RISHAVA ESTATES PVT, LTD.

ONTICE AT A Director

आयकर विभाग : INCOME TAX DEPARTMENT



भारत सरकार GOVT. OF INDIA

VISWAKARMA CONCLAVE PRIVATE LIMITED

23/04/2012

Pormanent Account Number (

AAECV0148B

ुं इस कार्य के खोने / याने पर कुप्पा सुधित करे / लौडाएं : आयकर पैन सेवा इक्षाई, एन एस डी एल कीसरी मंजील, सफायर वेंश्वसं, ... ं यानेर टेलिफोन्ड एवर बेंज के नज़रीक, ्रि"ं बानेर, पुना⊷ का 1045

If this card is last / someone's last eard is found, . please inform / return to.: Income Tax PAN Services Unit, NSDL 3rd Floor, Sapphire Chambers, Near Baner Telephone Exchange, Baner, Pune - 411 645

Tel.: 91-20-2721 9060, Par. 91-20-2721 808 | c-mail: tininfo@asdl.co.io данири 201/10 3

For Viswakarma Concieve Pvt. 516. Savata Agarwal

Director





आयकर विभाग 🦠 INCOME TAX DEPARTMENT



GOVE OF INDIA

VISWAKARMA NIKETAN PRIVATE LIMITED

23/04/2012

Permanent.Account Names

AAECV0146R

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Tel: 91-20-2721 8080 [rax, 91 49-2721 8081 e-iauil: tininto@ogdica.in

par Viswakarma Niketan Pvt. Ltd.

PIC Agamp

Aukovisial Signatory

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आयकर विमाग INCOMETAX DEPARTMENT



भारत सरकार GOVT OF INDIA

VISWAKARMA COMMERCE CENTRE PRIVATE LIMITED

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27/04/2007
Permanent Account Number
AACCG8447L

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इस कार्ज के खोने / पत्ने पर क्षुत्रपा शुक्तित करें / लौडाही आयंकर पैन भेश ट्कार्ड, भा एस बी एल दिसरी मंजील, समावर चेंबरी; बानेर टेलिफोन एक्स्टेंज के नज़रीक, बानेर, 974-411,045

If this eard is lost / someone's last card is found, please inform / return to : Income Tax PAN Services Unit, NSDL 3rd Floor, Sapphire Chambers, Near Banes Telephone Exchange, Buner, Pund 411,045

Fel: 91-20, 2321 (ISB) (Fex; 9)-20-2721 8081 c-muilt (hyddfo (Jes)) fex (Fex)

Viswakarma Commerce Centre Pvt. Ltd.

Sunity Aganual

Director



भारत सरकार GOVT, OF INDIA



स्थायी लेखा संख्या कार्ट Permanent Account Number Card

ACQPA7536D

-itst/ Name

MANOJ KUMAR AGARWAL

क्षेत्रम का भाषा Father's Name BHAGWATI PRASAD AGARWAL

ਅਤਾ ਨੀ ਗਸ਼ੀਲ / Date of Birth -15/11/1970

एस्तहसर/ Signature



इस कार्ड में खांचे / पार्र पर कृतवा सूचित करें । जीटाएं आयक्ष वैश सेवा इकाई, एन एस औ एल र्व वो पंजिल, भंदी सर्वर्तिम् एलॉट मं, ३४१, रावे मं, ९०७/८, माँडल कालोची, दी ४४५ जा बोक के पास, पुणे--411 016

If this card is lost / someone's lost card is found, please inform / return to :. Income Tax PAN Services Unit, NSDL Sid floor, Maneri Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungdow Cleavik,
Pane – 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081 c-mail: tiqinlio@nsdl.ex.in



आयकर विभाग INCOMETAX DEPARTMENT



्भारत अरकार GOVT OF INDIA

VISWAKARMA APPARTMENTS PRIVATE LIMITED

23/04/2012

Posisianesif Accazint Number

AAECV0147Q

28/2000

 १थ कार्ड के छोनं / पाने वर कुपना सृचित करें / सीक्ष्रं
 आयकर पेन सेवा इक्ष्मंद्रं, एन एथ क्षिपल तीचरी गंकी अस्तकपर सेवर्सं
 बानेर देलिपरेन एक्स्बेल के न्वावीक् बानेर पुना--411.046

If this card is lost / samopne's lost cord is frami.
please inform / return to /
froeme Tax PAN Services Unit, NSDL
Jrd Floor, Sapplitre Chambers,
Noar Baner Telephone Skéhange,
Baiter, Page - 411,045

Tel: 91-30-2721 8080, Fast 91-20-2721 8081 c-mail: timinfo@msdCvo.tr

Sumity Agarward

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आयकर विभाग

· INCOMETAX DEPARTMENT



GOVT, OF INDIA

VISWAKARMA GARDENS PRIVATE LIMITED

26/04/2012

Pormanent Account Number

AAECV0226G

५ तकार्त्र के कोने । फने परभूपण सुनितकरें / सीटाएँ : आगकर पैन सेवा इंश्मई, एम द्या की एस क्षीशरीमंद्रोक, संपद्धयर वेंबर्सः अर्थर टेलिफोन एक्ट्रदेश के गंध दीक. वानेश, पुन्तः अगर-०४५

If this cord is last / sumcone's last card is found, please inform / interests: Income Tax PAN Services Unit, NSDL 3rd Floor, Sapphire Chumbers, Near Baner Telephone Exchange, Baner, Bung - 411 045

Tel: 91-20-2721 8080 Fax: 91-20-2721 8081 e-nesil: finiufo@aadl.co.jn;

Savita Agazwal

Director





भारत सरकार GOVT, OF INDIA

PRADIP KUMAR AGARWAL

22/02/1992 Pernainent Account Number.

AVTPA72800

Signature Company and the 2



ं बुद्ध कार्ड के खोने/माने पर कुमया सुमित करें/सौदाएं: आवकर पैन सेना एकाई, एन एस क्षी एल \$ थे! मंबिल, मंत्री स्टलिंग, प्लॉट ने. 341, सर्वे नं. 997/8, मॉडल कालोनी, दीए बंगला चीक़ के पास, पुषे - 411 016.

If this card is lost (someone's lost card is found, please inform / return to

Income Far PAN Services Unit, NSDL

Sth Floor, Mantri Sterring,
Plot No. 341, Survey No. 997/8,
Model Colmy, Near Deep Hungalow Chowk,
Pune -411 016

Tel: 91-20-272 | 4980 Payr 91-20-2721 3081

e-mail: tightfo@nssl.co.ii

Rarrot

D(1+2)







रीनक अध्यवाल Raunak Agarwal DOB: 22-02-1992 Gender:Male



5182 3627 7896

आधार - आम आदमी का अधिकार



क्षा कि कि कह्यान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

आत्मजः भदीप कुमार अग्रवानः पी-124, सी.आई.टी रोड स्कीस-6एम. 124, सा.जारुका एउ कनकृतीकी, कनकृतीकी, कनकृतीकी, कोलकहरा, वेस्ट' बेगाल, 700054 S/o: Pradip Kumar Agarwai. P-124, C.i.t. Road Scheme-6m, Kankurgachi, Kankurgachi. Kankurgachi, Kolkata, West Bengal, 700054



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hetp@uldut.gov.in www.uldut.gov.in Bernjalura-550 00:

Rannak









मनोज कुमाश अग्रवाल Manoj Kumar Agarwal जन्म तिथि। DOB: 15/11/1970 पुरुष / MALE



8166 2240 1009

MERA AADHAAR, MERI PEHACHAN



अवस्थाता अधिक स्थान अधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

आत्भज: भगवती प्रसाद अग्रवाल, पी- 5/O: Bhagawati Prasad 124 , सी.आई.टी. रोड स्कीम-6एम,

कनकुर्गद्धी, भेरेलकाता, धरट बंगाल - 700054 Address

Agarwal, P-124, c.i.t. road Scheme-6M, Kankurgachi, Kolkata, West Bengal - 700054







P.O. Box No. 1947, Bengalure-aku duf

ON the Man - 1"

आयकर विभाग INCOME TAX DEPARTMENT

भारत सरकार GOVT. OF INDIA



. स्थायी लेखा संख्या कार्ड Permanent Account Number Card

ACTPA6690B

HILL Manne SAVITA AGARWAL

भिया का गाम Father's Name GOVIND RAM MASKARA

जन्म को तसरोखा,Date of **Bar**h 05/08/1972 इस्नाहरर) Signature

इस कार्ट के खोने 7 पाने पर पृथवा सुनित करें 7 लोटाएं : आधकर पैन सेवा इकाई, एन एस डी एस 5 मीं पंजिल, भन्नी रटर्लिंग, प्रशंद नं, 341, रार्च नं, 997 / 8, मॉडलयाचीनी, दीपबंगता चीक्रके पास, मुणेयका। ठाइ.

If this cord is last i someone's lost cord is found, a) one care is post / someone's lost card is for please inform / region to ; Income Tax PAN Services Unit, NSDC. 5th Boot, Mantri Sterling. Plat No. 341, Survey No. 997/3, Model Colony, Near Deep Hungalow Chowk, Pane + 411 Q16.

Tel: 91-20-2721 8080, Racc 91:20-272; 808) c-mail: Lininfo@nsdl.co.jn

Savuta Agarwal







सविता अग्रवाल Savita Agarwal जन्म तिथि। DOB: 05/08/1972 महिला / FEMALE



9637 8943 1513

MERA AADHAAR, MERI PEHACHAN



्वाक्रकेक विकिन्द वहचान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता: अधौगिनी:मनोज कुंभार अग्रवाल, W/O: Ma⊓oj Kumar पी-124, सी,आई.टी. रोड स्कीम-6एम, अनकुर्गछी, कोलकाता, वेस्ट बंगाल - 700054

Agarwal, P- 124, c.i.t. road Scheme-6M, Kankurgachi, Kolkata, West Bengal - 700054







P.O. Box No. 1947 Bengaluru-550 no.

Saxata Agarwal

आयकर विभाग

INCOME TAX DEPARTMENT :

PRADIP KUMAR AGARWAL

BHAGWATI PRASAD AGARWAL

04/01/1963

Permanent Account Number -

ADLPA4660Q

भारत सरकार GOVE OF INDIA



मुंद्र कर्स के कोने/पाने पर कृपका सुवित करें/सीदाएं: ्रीत कर के जान/पान पर कृष्या सूर्यन कर/सादार ब्रोक्डल पैन सेना काई, एन एस की एस 5 में मेंबिल, पांडी स्टॉलिंग, पार्टिस है 341, सर्वे में, 997/8, मंडिल कालोगी, दीप नेगला ब्रीक के मास पुगे - 441 016.

If this card is lost/generous loss card is found, pigase inform Lietum op:

theomic Tax PAN Services Unit, NSDL
5th Floor, Manuf Sterling.
Flot No. 341, Survey No. 99978.
Model Colony, Near Desp Bengslow Chowk,
Pune. 441, 016.
Tel: 91.20.2721. 110.486. 31: 70.2721. 3081
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P.K. Agamb



भारत सरकार GOVERNMENT OF INDIA



प्रदीप बुज्जार अग्रवाल Pradip Kumar Agarwal DOB: 04-01-1963 Gender:Male



7521 8020 9221

आधार-आम आदमी का अधिकार



भवासिक विभाग्य महस्रान प्राधिकरण UNIQUE IDENTIFICATION AUTHOBITY OF INDIA

आत्मजः भगवती प्रसाद अग्रवान, पी-124, सी.आई.टी. रोड स्कीभ-6एम, कनकुर्यकी, अलकुर्गकी, कमकुर्गकी, क्षेत्रकाता, वेस्ट बंगाल, 700054

Address: \$/o: Bhagwati Prasad Agarwal, P-124, C.i.t. Road Scheme-6m, Kankurgachi, Kankurgachi, Kankurgachi, Kolkata, West Bengal, 700054





nl.vog. labiu.www_cil.vog.lablu@qtarl

P.D. Box No. 1947, Bengeferu-560 001

P.K Nyorn-P

जायकर विमान INCOMETAX DEPARTMENT

भारत सरकार GOVT OF INDIA



स्वारी लेखा संस्था करवें Pennsum Assent Rantes Carl

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OSMAL PROPERTIES PEWATE LIBETED

বিশ্বনাগ্রহণ এই হাটেল Date of হা কোনে তেতিক / ইক্সাহাধিক 21/02/2014

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इस्त्यूबर्ध में खोने / पाने पर कृष्या सुविधक्तें / सीटाएं सम्बद्ध्य धेन संघा दुकार्त, एमएता ही एत ५ की संख्य, जेने प्टॉलैंग, प्लैटने उदा, सर्वे न ५९७ /८, मोरान कार्योनी, बीटार्गक्स चीका के बास, पुरो--411 016

If this count is hore someone's fore and is found, please inform / returns to factorie for PAN Services Unit, NSDE. Sh floor, Mantri Sterling, Plot No. 841, Survey No. 997/8, Model Colony, Near Deep Bangahov Chawk, Proc. - 411 0f6.

Tel; 91-20-2731 8(90, Fax; 91-20-2721 8081. consil: simologizadi.co.is STELET TOMEN GOVERNMENT OF THE STEEL

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ভারও সরকার Government of India

्द्र'ग्रस्य धाकता Sauray Batha

एक्स : (पारंश नाल नाफ्या Father Schan Lal Balda 5 ৰাজ লিখন DGB : 13/10/1983

gual/ Male



9942 0194 1356

আধার – সাধারণ মানুষের অধিকার

~LE.2



্ভাগভীয় বিশিষ্ট পরিচয় সাধিকরণ Unique Identification Authority of India

তাৰণাৰ বিজ্ঞান: Address: বি-57, বি,লাই,টি দ্বিম ৬এম, P-57, C.LT SCHEME VI M. কবিমুক্তগাছি, কোণফাভো, Kankurgachi, Korkata, কবিমুক্তগাছি, মহিনা বস, ২০০০১ন Kankurgachi, West Bengel, Address: 700054

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आयकर विभाग INCOME TAX DEPARTMENT

भारत सरकार GOVT, OF INDIA



SUNITA AGARWAI.

fishs on good ballier's Name GOVIND LAL MASKARA

जन्म भरी लासिख/ Date of Birth 26/02/1969

स्थायी लेखा संख्या कार्ड Permaitent Account Number Card

AEUPA5116P



Rifetty (/ Signature

इसकार्यं क्षेत्र्योनं / पाने पराकृषशा सूचित करों / जोटाएं : आयकर पैन सेवा इकाइ, एन एस ईंश्वर 5 वी मंजिल, पंत्री स्टार्लिंग, प्लॉट नं, 841, सर्वे मं, 997/8, भीडल कारहे ती. दीप बंगत्य चीक्ष के पास, पुषी-बाब हाह

. If this card is lost / someone's host card is found, please inform / return to :

Tel: 91-20-2721 8080, Pag: 91-20-2721 8081 e-mail: tounfo@asdl.co.in

Surity Agarwal







सुनीता अग्रवाल Sunita Agarwal DOB: 26-02-1969 Gender:Female



5210 1037 9520

आधार - आम आदमी का अधिकार



भारतीय विकास भारतीय प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

जपोनिनीः घरीष कुमार अवस्तान, पी. 124, सी.आई.टी. रोड स्कीम-६५म, कमकुर्वाडी, कमकुर्वाडी, कनवुर्वाडी, कोलकाता, देश्ट बेंगाल, 790054 Address: W/o: Pradip Kiunar Agarwal, P-124, C.i.t. Road Scheme-6m, Kankurgachi, Kankurgachi, Kankurgachi, Kolkata, West Bengal, 700054

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P.O. Box No. 1847, Beligaturu-666 00 l

Surity Agarwal

Major Information of the Deed

Deed No :	I-1904-05796/2019	Date of Registration 08/06/2019
Query No / Year	1904-0000829821/2019	Office where deed is registered
Query Date	30/05/2019 5:00:35 PM	A.R.A IV KOLKATA, District: Kolkata
Applicant Name, Address & Other Details	Prabhat Kumar Datta Thana: Hare Street, District: Kolkata, 9331207785, Status: Advocate	WEST BENGAL, PIN - 700001, Mobile No. :
Transaction		Additional Transaction
[0110] Sale, Development A agreement	igreement or Construction	[4002] Power of Attorney, General Power of Attorney [Rs: 1/-], [4308] Other than Immovable Property, Agreement [No of Agreement: 2], [4311] Other than Immovable Property, Receipt [Rs: 2,50,00,000/-]
Set Forth value		Market Value
		Rs. 5,02,08,116/-
Stampduty Paid(SD)		Registration Fee Paid
Rs. 75,071/- (Article:48(g))		Rs. 2,50,112/- (Article:E, E, E, B, M(a), M(b), I)
Remarks	Received Rs. 50/- (FIFTY only) from area)	n the applicant for issuing the assement slip.(Urban

Land Details:

District: North 24-Parganas, P.S:- Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Gopalpur Road, Mouza: Gopalpur, Ward No: 005 Pin Code : 700157

Sch No		7 777 6.5 4.56 4.	Land Proposed		Area of Land	SetFortii Value (In Rs.)	Market Value (in Rs.)	Other Details
L1	LR-4228 (RS :-)	LR-10539	Bastu	Bastu	18 Katha 6 Chatak 30.6 Sq Ft			Property is on Road
	LR-4229 (RS :-)	LR-10539	Bastu	Bastu	1 Bigha 10 Katha 12 Chatak 5 Sq Ft			Property is on Road
		TOTAL:			81.1378Dec	0 /-	502,08,116 /-	
	Grand	Total:		<u> </u>	81.1378Dec	0 /-	502,08,116 /-	

Land Lord Details:

SI No	Name,Address,Photo,Finger print and Signature
1	Viswakarma Nirman Private Limited , 4/1, Middleton Street, P.O:- Park Street, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071, PAN No.:: AACCV1083B, Status:Organization, Executed by: Representative Representative
2	Sobha Trading Private Limited , P-124, Swami Swarrupanandya Sarani, P.O:- Kankurgachi, P.S:- Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN - 700054, PAN No.:: AAHCS1819F, Status: Organization, Executed by: Representative, Executed by: Representative

3	- 700054 , PAN No.:: AACCR329 Representative	95Ď, Status :Organi	ol Bagan, District:- nization, Executed	-South 24-Parganas, West Bengal, India, PIN by: Representative, Executed by:
4	Viswakarma Conclave Priva , P-124, C I T Road, P.O:- Kankt - 700054 , PAN No.:: AAECV014 Representative	urgachi, P.S Phod	ol Bagan, District:- ization, Executed l	-South 24-Parganas, West Bengal, India, PIN by: Representative, Executed by:
5	Viswakarma Niketan Private , 4/1, Middleton Street, P.O:- Par India, PIN - 700071, PAN No.:: A Representative	ark Street, P.S:- Sha	akespeare Sarani, tus:Organization,	, Kolkata, District:-Kolkata, West Bengal, Executed by: Representative, Executed by:
6	Viswakarma Commerce Cen , 4/1, Middleton Street, P.O:- Par India, PIN - 700071, PAN No.:: A Representative	ark Street, P.S:- Sha	akespeare Saraлі,	i, Kolkata, District:-Kolkata, West Bengal, Executed by: Representative, Executed by:
7	Viswakarma Appartments P , 4/1, Middleton Street, P.O:- Pa India, PIN - 700071 , PAN No.:: A Representative	ark Street, P.S:- Sha	akespeare Sarani, atus :Organization,	i, Kolkata, District:-Kolkata, West Bengal, , Executed by: Representative, Executed by:
8	Viswakarma Gardens Privat	ark Street, P.S:- Sha	akespeare Sarani atus :Organization,	i, Kolkata, District:-Kolkata, West Bengal, , Executed by: Representative, Executed by:
9	Name	Photo	Finger Print	Signature
	Manoj Kumar Agarwal Son of Bhagwati Prasad Agarwal Executed by: Self, Date of Execution: 07/06/2019 , Admitted by: Self, Date of Admission: 08/06/2019 ,Place : Office			Mile, page, we all
	· Omice	08/06/2019	LTE 08/05/2019	QQM8/2D19
	Beneal India PIN - 700054	· Sex: Male, By C atus :Individual,	5:- Phool Bagan, Caste: Hindu, Oc Executed by: Se	, District: South 24-Parganas, West cupation: Business, Citizen of: India, elf, Date of Execution: 07/06/2019 Office

Developer Details:

	nev	eiopei Detatis .
1	SI	Name,Address,Photo,Finger print and Signature
	No	
	1	Oswal Properties Private Limited
		, 159, Rabindra Sarani, P.O:- Burabazar, P.S:- Burrobazar, Kolkata, District:-Kolkata, West Bengal, India, PIN -
		700007 PAN No.:: AABCO4377L, Status :Organization, Executed by: Representative

pr	Name,Address,Photo,Finger p	irint and Signatur		
1	Name	Photo	Finger Print	Signature
	Pradip Kumar Agarwal Son of Bhagwati Prasad Agarwal Date of Execution - 07/06/2019, , Admitted by: Self, Date of Admission: 08/06/2019, Place of Admission of Execution: Office			\$> for persons
İ	!	Jun () 2019 11:59AM	LTI 08/06/2019	08/06/20 1 8
- .	India PIN - 700054 Sex Male	≥ By Caste: Hind	iu. Occupation: B	trict:-South 24-Parganas, West Benga Business, Citizen of: India, , PAN No.:: vakarma Niketan Private Limited (as
2	Name	Photo	Finger Print	Signature
	Manoj Kumar Agarwal (Presentant) Son of Bhagwati Prasad Agarwal Date of Execution - 07/06/2019, , Admitted by: Self, Date of Admission:			Orthophysica I.
	08/06/2019, Place of Admission of Execution: Office		111111111111111111111111111111111111111	
	Admission of Execution: Office	Jul. B 2018 11:55AM	LTI 08/06/2019	UB/96/2019
	Admission of Execution: Office , P-124, C I T Road, P.O:- Kar India, PIN - 700054, Sex: Male ACQPA7536D Status: Repre- AUTHORISED DIRECTOR)	l nkurgachi, P.S:-I e, By Caste: Hind sentative, Repre	ownerzons Phool Bagan, Dis du, Occupation: E sentative of : Risl	 strict:-South 24-Parganas, West Benga Business, Citizen of: India, , PAN No.:: hava Estates Pvt Ltd (as SELF AND
	Admission of Execution: Office P-124, C I T Road, P.O Kar India, PIN - 700054, Sex: Male ACQPA7536D Status: Repre- AUTHORISED DIRECTOR) Name	hkurgachi, P.S:- l e. By Caste: Hind		strict:-South 24-Parganas, West Benga Business, Citizen of: India, , PAN No.::
	Admission of Execution: Office , P-124, C I T Road, P.O Kar India, PIN - 700054, Sex: Male ACQPA7536D Status: Repre- AUTHORISED DIRECTOR) Name Sunita Agarwal Wife of Pradip Kumar Agarwal Date of Execution - 07/06/2019, Admitted by: Self, Date of Admission: 08/06/2019, Place of	l nkurgachi, P.S:-I e, By Caste: Hind sentative, Repre	ownerzons Phool Bagan, Dis du, Occupation: E sentative of : Risl	 strict:-South 24-Parganas, West Benga Business, Citizen of: India, , PAN No.:: hava Estates Pvt Ltd (as SELF AND
	Admission of Execution: Office , P-124, C T Road, P.O Kar India, PIN - 700054, Sex: Male ACQPA7536D Status: Repre- AUTHORISED DIRECTOR) Name Sunita Agarwal Wife of Pradip Kumar Agarwal Date of Execution - 07/06/2019, Admitted by: Self, Date of Admission: 08/06/2019, Place of Admission of Execution: Office	nkurgachi, P.S:- e, By Caste: Hind sentative, Repre	Phool Bagan, Dis	Strict:-South 24-Parganas, West Benga Business, Citizen of: India, , PAN No.:: hava Estates Pvt Ltd (as SELF AND Signature
	Admission of Execution: Office , P-124, C T Road, P.O Kar India, PIN - 700054, Sex: Male ACQPA7536D Status: Repre- AUTHORISED DIRECTOR) Name Sunita Agarwal Wife of Pradip Kumar Agarwal Date of Execution - 07/06/2019, Admitted by: Self, Date of Admission: 08/06/2019, Place of Admission of Execution: Office , P-124, C T Road, P.O Kar India, PIN - 700054, Sex: Fer	Photo Jun 8 2018 11:58AM nkurgachi, P.S:- Photo Photo Jun 8 2018 11:58AM nkurgachi, P.S:- male, By Caste: Sentative Repres	Phoof Bagan, Discussion: Escentative of : Rislemann Print Finger Print Phoof Bagan, Discussion: Phoof Bagan, Discussion: Print Print Print Print Phoof Bagan, Discussion: Print Pr	Strict:-South 24-Parganas, West Benga Business, Citizen of: India, , PAN No.:: hava Estates Pvt Ltd (as SELF AND Signature Signature Strict:-South 24-Parganas, West Benga on: Business, Citizen of: India, , PAN Nowakarma Commerce Centre Private ate Limited (as authorised director)
	P-124, C I T Road, P.O Kar India, PIN - 700054, Sex: Male ACQPA7536D Status: Representation of Execution Name Sunita Agarwal Wife of Pradip Kumar Agarwal Date of Execution of Execution of Execution of Execution of Execution of Execution of Execution of Execution of Execution: Office of Execution: Of	Photo Jun # 2018 11:58AM nkurgachi, P.S:- Photo Jun # 2018 11:58AM nkurgachi, P.S:- male, By Caste: sentative, Represent), Viswakarma /	Phoof Bagan, Discussion: Escentative of : Rislemann Print Finger Print Phoof Bagan, Discussion: Phoof Bagan, Discussion: Print Print Print Print Phoof Bagan, Discussion: Print Pr	Strict:-South 24-Parganas, West Benga Business, Citizen of: India, , PAN No.:: hava Estates Pvt Ltd (as SELF AND Signature Signature Strict:-South 24-Parganas, West Bengan: Business, Citizen of: India, , PAN Nowakarma Commerce Centre Private ate Limited (as authorised director)

, P-57, C I T Road, Scheme VI M, P.O.- Kankurgachi, P.S.- Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN - 700054, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AMVP80829K Status : Representative, Representative of : Oswal Properties Private Limited (as Authorized Director)

5 Name	Photo	Finger Print	Signature
Mr Raunak Agarwal Son of Mr Pradip Kumar Agarwal Date of Execution - 07/06/2019, , Admitted by: Self, Date of Admission: 08/06/2019, Place of Admission of Execution: Office			Renal
	Jun. 8 2019 11:56AM	LTI 08/06/2019	08/D8/2019
Parganas, West Bengal, India Citizen of: India, , PAN No.:: / Nirman Private Limited (as au	a, PIN - 700054, S AVTPA7280Q Sta ithorised director)	ex: Male, By Ca tus : Representa , Sobha Trading	neol Bagan, Kolkata, District:-South 24 ste: Hindu, Occupation: Business, utive, Representative of : Viswakarma Private Limited (as authorised directo
6 Name	Photo	Finger Print	Signature
Mrs Savita Agarwal			

Mrs Savita Agarwal
Wife of Mr Monoj Kumar
Agarwal
Date of Execution 07/06/2019, , Admitted by:
Self, Date of Admission:
08/06/2019, Place of
Admission of Execution: Office





Smita Aganial

08/06/2019

P- 124, C I T Road, Scheme- Vi M, P.O:- Kankurgachi, P.S:- Phool Bagan, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700054, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACTPA6690B Status: Representative, Representative of: Viswakarma Conclave Private Limited (as authorised director), Viswakarma Gardens Private Limited (as authorised director)

Identifier Details:

Name	Photo	Finger Print	Signature
Bapi Modak Son of Late Nemai Modak , 9/1, Sambhu Halder Lane, P.O:- Salkia, P.S:- Golabari, Howrah, District:-Howrah, West Bengal, India, PIN - 711106			Ber: Molox.
	08/06/2019	C6/05/2019	08/08/2019

identifier Of Manoj Kumar Agarwal, Pradip Kumar Agarwal, Manoj Kumar Agarwal, Sunita Agarwal, Saurav Bafna, Mr Raunak Agarwal, Mrs Savita Agarwal

SI.No	From	To. with area (Name-Area)
1	Viswakarma Nirman Private Limited	Oswal Properties Private Limited-3.37654 Dec
2	Sobha Trading Private Limited	Oswal Properties Private Limited-3.37654 Dec
3	Rishava Estates Pvt Ltd	Oswal Properties Private Limited-3.37654 Dec
4	Viswakarma Conclave Private Limited	Oswal Properties Private Limited-3.37654 Dec
5	Viswakarma Niketan Private Limited	Oswal Properties Private Limited-3.37654 Dec
6	Viswakarma Commerce Centre Private Limited	Oswal Properties Private Limited-3.37654 Dec
7	Viswakarma Appartments Private Limited	Oswal Properties Private Limited-3.37654 Dec
8	Viswakarma Gardens Private Limited	Oswal Properties Private Limited-3.37654 Dec
9	Manoj Kumar Agarwal	Oswal Properties Private Limited-3.37654 Dec
Trans	fer of property for L2	
SI.No	From	To. with area (Name-Area)
1	Viswakarma Nirman Private Limited	Oswal Properties Private Limited-5.63877 Dec
2	Sobha Trading Private Limited	Oswal Properties Private Limited-5.63877 Dec
3	Rishava Estates Pvt Ltd	Oswal Properties Private Limited-5.63877 Dec
4	Viswakarma Conclave Private Limited	Oswal Properties Private Limited-5.63877 Dec
5		Oswal Properties Private Limited-5.63877 Dec
	Private Limited Viswakarma Niketan	Oswal Properties Private Limited-5.63877 Dec Oswal Properties Private Limited-5.63877 Dec
5	Private Limited Viswakarma Niketan Private Limited Viswakarma Commerce	Oswal Properties Private Limited-5.63877 Dec
5 6	Private Limited Viswakarma Niketan Private Limited Viswakarma Commerce Centre Private Limited Viswakarma Appartments	Oswal Properties Private Limited-5.63877 Dec Oswal Properties Private Limited-5.63877 Dec

Endorsement For Deed Number : I - 190405796 / 2019

On 30-05-2019

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 5,02,08,116/-

-1860

Tridip Misra ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

On 08-06-2019

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

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

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

Presented for registration at 11:38 hrs. on 08-06-2019, at the Office of the A.R.A. - IV KOLKATA by Manoj Kumar Agarwal ,.

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

Execution is admitted on 08/06/2019 by Manoj Kumar Agarwal, Son of Bhagwati Prasad Agarwal, , P - 124, C I T Road, P.O: Kankurgachi, Thana: Phool Bagan, , South 24-Parganas, WEST BENGAL, India, PIN - 700054, by caste Hindu, by Profession Business

Indetified by Bapi Modak, , , Son of Late Nemai Modak, , 9/1, Sambhu Halder Lane, P.O: Salkia, Thana: Golabari, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711106, by caste Hindu, by profession Others

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

Execution is admitted on 08-06-2019 by Pradip Kumar Agarwal, Authorised Signatory, Viswakarma Niketan Private Limited (Private Limited Company), , 4/1, Middleton Street, P.O:- Park Street, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071

Indetified by Bapi Modak, , , Son of Late Nemai Modak, , 9/1, Sambhu Halder Lane, P.O: Salkia, Thana: Golabari, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711106, by caste Hindu, by profession Others

Execution is admitted on 08-06-2019 by Manoj Kumar Agarwal, SELF AND AUTHORISED DIRECTOR, Rishava Estates Pvt Ltd (Private Limited Company), , P-124, C I T Road, P.O:- Kankurgachi, P.S:- Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN - 700054

Indetified by Bapi Modak, , , Son of Late Nemai Modak, , 9/1, Sambhu Halder Lane, P.O: Salkia, Thana: Golabari, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711106, by caste Hindu, by profession Others

Execution is admitted on 08-06-2019 by Sunita Agarwal, authorised director, Viswakarma Commerce Centre Private Limited (Private Limited Company), , 4/1, Middleton Street, P.O:- Park Street, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071; authorised director, Viswakarma Appartments Private Limited (Private Limited Company), , 4/1, Middleton Street, P.O:- Park Street, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071

Indetified by Bapi Modak, , , Son of Late Nemai Modak, , 9/1, Sambhu Halder Lane, P.O: Salkia, Thana: Golabari, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711106, by caste Hindu, by profession Others

Execution is admitted on 08-06-2019 by Saurav Bafna, Authorized Director, Oswal Properties Private Limited (Private Limited Company), , 159, Rabindra Sarani, P.O.- Burabazar, P.S.- Burrobazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700007

Indetified by Bapi Modak, , , Son of Late Nemai Modak, , 9/1, Sambhu Halder Lane, P.O: Salkia, Thana: Golabari, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711106, by caste Hindu, by profession Others

Execution is admitted on 08-06-2019 by Mr Raunak Agarwal, authorised director, Viswakarma Nirman Private Limited (Private Limited Company), , 4/1, Middleton Street, P.O:- Park Street, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071; authorised director, Sobha Trading Private Limited (Private Limited Company), , P-124, Swami Swarrupanandya Sarani, P.O.- Kankurgachi, P.S.- Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN - 700054

Indetified by Bapi Modak, , , Son of Late Nemai Modak, , 9/1, Sambhu Halder Lane, P.O: Salkia, Thana: Golabari, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711106, by caste Hindu, by profession Others

Execution is admitted on 08-06-2019 by Mrs Savita Agarwal, authjorised director, Viswakarma Gardens Private Limited (Private Limited Company), , 4/1, Middleton Street, P.O.- Park Street, P.S.- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071; authorised director, Viswakarma Conclave Private Limited (Private Limited Company), , P-124, C | T Road, P.O:- Kankurgachi, P.S:- Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN - 700054

Indetified by Bapi Modak, , , Son of Late Nemai Modak, , 9/1, Sambhu Halder Lane, P.O: Salkia, Thana: Golabari, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711106, by caste Hindu, by profession Others 计分词 医皮肤结合物

Certified that required Registration Fees payable for this document is Rs 2,50,112/- (B = Rs 2,50,000/- ,E = Rs 28/- ,I = Rs 55/- M(a) = Rs 25/- M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 2,50,112/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/06/2019 6:14AM with Govt. Ref. No: 192019200020671381 on 04-06-2019, Amount Rs: 2,50,112/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 815964896 ол 04-06-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,071/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 70,071/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 28647, Amount: Rs.5,000/-, Date of Purchase: 03/06/2019, Vendor name: S

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/06/2019 6:14AM with Govt. Ref. No: 192019200020671381 on 04-06-2019, Amount Rs: 70,071/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 815964896 on 04-06-2019, Head of Account 0030-02-103-003-02

Tridip Misra ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

DATED THIS JUDAY OF JUNE 2019

BETWEEN

M/S VISWAKARMA NIRMAN PRIVATE LIMITED & 8 OTHERS

.....LAND OWNERS/VENDORS

AND

MIS. OSWAL PROPERTIES PRIVATE LIMITED.

.....DEVELOPER



Mr.PRABHAT KUMAR DATTA

Advocate
High Court, Calcutta

<u>Chamber:</u> C/O Mr. A.N.Das, Advocate
7C, K.S. Roy Road,Ground Floor,
Kolkata-700001.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2019, Page from 281156 to 281259 being No 190405796 for the year 2019.



Digitally signed by TRIDIP MISRA Date: 2019.06.26 17:31:59 +05:30 Reason: Digital Signing of Deed.

- Dison

(Tridip Misra) 26-06-2019 17:31:44
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)