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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AT 014741

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8-2631456

Certified that the document is submitted for  
Registration. The signature sheet and the  
endorsement sheet are attached with the  
document and the parties to this document.

*[Signature]*  
District Sub-Registrar-II  
Alipore, South 24-Parganas  
3 OCT 2024

DEVELOPMENT AGREEMENT

1. Date: 3rd October, 2024
2. Place: Kolkata

38379

11 SEP 2024

DATE

SOLD TO R. GINODIA & CO. LLP  
Advocates

ADDRESS 11 SEP 2024  
Ground Floor  
8, Church Lane  
Kolkata-700 001

RS. 100

CODE NO. (108)  
LICENCED NO.  
20.12.2014/1375

ANUSHREE BANERJEE  
L. S. VENKAT  
HIGH COURT, KOLKATA, 70

11 SEP 2024



### 3. Parties:

#### 3.1 THE OWNERS NAMED HEREIN BELOW:

- 3.1.1 DTL ESTATE PRIVATE LIMITED (AABCD6588J)
- 3.1.2 DTL PROPERTIES PRIVATE LIMITED (AABCD6548G)
- 3.1.3 DTL HOME PRIVATE LIMITED (AABCD6587H)
- 3.1.4 DTL ABASAN PRIVATE LIMITED (AABCD6553F)
- 3.1.5 DTL RESOURCES PRIVATE LIMITED (AABCD6550G)
- 3.1.6 DTL ENCLAVE PRIVATE LIMITED (AABCD6586G)
- 3.1.7 DTL PLAZA PRIVATE LIMITED (AABCD6585F)
- 3.1.8 DTL HOUSING PRIVATE LIMITED (AABCD6584E)
- 3.1.9 DTL DEVELOPERS PRIVATE LIMITED (AABCD6551H)
- 3.1.10 DTL SKYHIGH PRIVATE LIMITED (AABCD6581B)
- 3.1.11 DTL PROPCONS PRIVATE LIMITED (AABCD9187D)
- 3.1.12 DTL PLANNER PRIVATE LIMITED (AABCD6359D)
- 3.1.13 DTL NIKETAN PRIVATE LIMITED (AABCD6358C)
- 3.1.14 DTL RESORTS PRIVATE LIMITED (AABCD6583D)
- 3.1.15 CRI HOUSING PRIVATE LIMITED (AACCC0579K)
- 3.1.16 CRI PROPERTIES PRIVATE LIMITED (AACCC1557H)
- 3.1.17 CRI PLAZA PRIVATE LIMITED (AACCC0587F)
- 3.1.18 CRI TOWERS PRIVATE LIMITED (AACCC1558J)
- 3.1.19 CRI HOME PRIVATE LIMITED (AACCC0575F)
- 3.1.20 CRI PLANNERS PRIVATE LIMITED (AACCC0578J)
- 3.1.21 CRI DEVELOPERS PRIVATE LIMITED (AACCC0585H)
- 3.1.22 CRI ESTATE PRIVATE LIMITED (AACCC0586E)
- 3.1.23 CRI PROPCONS PRIVATE LIMITED (AACCC0581D)
- 3.1.24 CRI RESORTS PRIVATE LIMITED (AACCC0582A)
- 3.1.25 CRI SKYHIGH PRIVATE LIMITED (AACCC0580C)
- 3.1.26 CRI NIKETAN PRIVATE LIMITED (AACCC0588L)
- 3.1.27 CRI ENCLAVE PRIVATE LIMITED (AACCC0576G)
- 3.1.28 COSMIC PLANNERS PRIVATE LIMITED (AACCC0574E)
- 3.1.29 COSMIC HOME PRIVATE LIMITED (AACCC0572C)
- 3.1.30 COSMIC ENCLAVE PRIVATE LIMITED (AACCC0569R)

All Companies within the meaning of the Companies Act, 2013 having their respective registered offices at Acropolis Business Tower, 13<sup>th</sup> Floor, 1858/1, Rajdanga Main Road, Police Station Kasba, Post Office Kasba, Kolkata - 700107 all being represented by their Authorised Signatories, namely, (1) Mr. Amit Agarwal, son of Mr. Jagdish Prasad Agarwal, by religion Hindu, by occupation Service, citizen of India, working for gain at Acropolis Business Tower, 13<sup>th</sup> Floor, 1858/1, Rajdanga Main Road, Police Station Kasba, Post Office Kasba, Kolkata – 700 107,



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having Income Tax Permanent Account Number ACIPA8717A and Aadhaar Number 8428 1620 2475 and (2) Mr. Sunil Kumar Pathak, son of Hare Ram Pathak, by religion Hindu, by occupation Service, citizen of India, working for gain at Acropolis Business Tower, 13<sup>th</sup> Floor, 1858/1, Rajdanga Main Road, Police Station Kasba, Post Office Kasba, Kolkata – 700 107, having Income Tax Permanent Account Number AOEP1866P and Aadhaar Number 7310 8613 6986 and hereinafter collectively referred to as **“the Owners”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors-in-interest and assigns) of the **ONE PART**

**AND**

**3.2 EMAMI REALTY LIMITED**, a company within the meaning of the Companies Act, 2013, having its registered office at Acropolis, 13<sup>th</sup> Floor, 1858/1, Rajdanga Main Road, Kasba, Post Office Kasba, Police Station – Kasba, Kolkata – 700 107 and Income Tax Permanent Account Number AALCS5120P represented by its Authorized Signatory Sanjoy Kumar Mohanty, son of Late Madhusudan Mohanty, by religion Hindu, by occupation Service, citizen of India, working for gain at Acropolis, 13<sup>th</sup> Floor, 1858/1 Rajdanga Main Road, Police Station Kasba, Post Office Kasba, Kolkata 700 107, having Income Tax Permanent Account Number ADNPM0487B and Aadhaar Number 4565 0735 2120 and hereinafter referred to as **“the Developer”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and assigns) of the **OTHER PART** -

Owners and Developer individually **“Party”** and collectively **“Parties”**.

**NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:**

**4. Background & Subject Matter of Agreement:**

**4.1 Background:** The Owners are together the owners of ALL THAT the contiguous piece and parcel of land which together form a single large plot of land measuring about 252 Cottahs 11 Chittacks 28 square feet as per purchase deeds and found to contain 240 Cottahs 2 Chittacks 41 square feet as per physical survey, be the same a little more or less, capable of being developed as a single Project together with several buildings and structures constructed thereon situate, lying at and being Municipal Premises No. 43, Vinoba Bhave Road (formerly known as James Long Sarani), Police Station New Alipore (formerly Behala), Kolkata – 700 038 within the limits of Ward No. 119, Borough 13, of the Kolkata Municipal Corporation, District – South



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24 Parganas, West Bengal and morefully described in the **First Schedule** hereunder written ("**said Property**").

- 4.2 **Earlier Development Agreement:** The Developer had agreed to take up the development of the said Property by making construction of new buildings and marketing and selling the Units and other rights therein ("**Project**") on the terms and conditions contained in a Development Agreement dated 30<sup>th</sup> December, 2016 registered at the office of the District Sub-Registrar – II, South 24 Parganas in Book No. I, Volume No. 1602-2017, Pages from 95146 to 95204, Being No. 160203366 for the year 2017. At or before the signing of the said Development Agreement dated 30<sup>th</sup> December, 2016 a sum of Rs. 50 lakhs was paid by the Deceloper towards Deposit thereunder. Pursuant to the said Development Agreement dated 30<sup>th</sup> December, 2016 the Developer took steps for development of the said Property including making payment towards the Deposit, obtaining sanction/revision/modification of the Building Plans from the Kolkata Municipal Corporation, etc. The loans obtained from L & T Finance Limited have been repaid and the mortgages mentioned in the earlier Development Agreement dated 30<sup>th</sup> December, 2016 have been released and No Due Certificates have been issued by L & T Finance Limited.
- 4.3 **Change of name of the Developer:** At the time of execution and registration of the earlier Development Agreement dated 30<sup>th</sup> December, 2016 the Developer was known as Emami Infrastructure Limited. Subsequently, the name of the Developer has been changed to Emami Realty Limited and Certificate of Incorporation pursuant to change of name dated 15<sup>th</sup> October, 2018 has been issued by the Registrar of Companies, Kolkata.
- 4.4 **Lease of 8 decimals land:** By and under an Indenture of Lease dated 11<sup>th</sup> September, 2023 made between the Governor of the State of West Bengal (as the Lessor) and DTL Abasan Private Limited (as the Lessee and being the Owner No. 3.1.4 herein) registered at the office of the District Sub-Registrar – II, South 24 Parganas in Book No. I, Volume No. 1602-2023, Pages from 434078 to 434102, Being No. 160212989 for the year 2023 the Governor of the State of West Bengal granted a lease in favour of the Owner No. 3.1.4 herein in respect of All That the piece and parcel of land measuring about 8 decimals, more or less, out of 81 decimals comprised in R. S. / L. R. Dag No. 218 in Mouza Sahapur, J. L. No. 108, Police Station New Alipore, District – South 24 Parganas for a period of 99 years together with the entitlement to have a renewal of the lease for a further period of 99 years and on the terms and conditions contained therein. The said 8 decimals land equivalent to land measuring about 4 Cottahs 13 Chittacks 20 square feet is situated between the main road known as Vinoba Bhawe Road (formerly known as James



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Long Sarani) and the said Property and the said 8 decimals land shall be used for the purpose of the access to the said Property from the main road. The said 8 decimals land is situate lying at and being Municipal Premises No. 176, Vinoba Bhave Road (formerly known as James Long Sarani), Police Station New Alipore (formerly Behala), Kolkata – 700 038 within the limits of Ward No. 119 of the Kolkata Municipal Corporation, District – South 24 Parganas, West Bengal and is morefully described in the **Second Schedule** hereunder written and is mutated in the name of the Government of West Bengal as the Lessor and the Owner No. 3.1.4 herein as the Lessee under Assessee No. 41191107358.

- 4.5 **Substitution and/or replacement and/or supercession of the earlier Development Agreement:** Subsequent to the earlier Development Agreement the parties have mutually modified the terms and conditions and have decided to execute a fresh Development Agreement in substitution and/or replacement and/or supercession of the earlier Development Agreement dated 30<sup>th</sup> December, 2016. Accordingly, this Development Agreement is being executed by the Owners in favour of the Developer for the development of the said Property in substitution and/or replacement and/or supercession of the earlier Development Agreement dated 30<sup>th</sup> December, 2016. Immediately upon the execution of this Agreement, the earlier Development Agreement dated 30<sup>th</sup> December, 2016 shall cease to have further effect and shall stand substituted and/or replaced and/or superseded by this Development Agreement.
- 4.6 **Subject Matter of Agreement:** Agreement between the Owners and the Developer with regard to development, construction and sale of the Project on the said Property.
5. **Representations and Warranties**
  - 5.1 **Owners' Representations:** The Owners have represented and warranted to the Developer as follows:
    - 5.1.1 **Ownership of the said Property:** The Owners are the absolute lawful owners of the said Property and fully seized and possessed of and otherwise fully and sufficiently entitled to the same. The details of the Deeds of Conveyance executed in favour of the Owners herein regarding the said Property are mentioned in the **Third Schedule** hereunder written.
    - 5.1.2 **Marketable Title:** The ownership, right, title and interest of the Owners in the said Property is free from all encumbrances, charges,



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liens, claims, demands, mortgages (save and except the said Mortgage), leases, tenancies, licenses, occupancy rights, liabilities, attachments, trusts, debutters, wakfs, bargadars, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, vestings, alignments, easements, arbitral/legal proceedings, restrictive orders and lispendens whatsoever and the Owners have a good and marketable freehold title to the said Property and are entitled to lawfully retain, own, develop and transfer the said Property under the relevant laws governing the same.

- 5.1.3 **Possession:** The said Property in its entirety is in the khas, vacant, physical and absolute undisputed possession of the Owners and neither any part of the same has been encroached upon nor is any portion in the occupation, possession and/or use of any other person, entity or trespasser. The said Property is butted and bounded on all four sides by boundary walls with a lockable gate. There is no dispute with any adjoining property owner or anyone else regarding the possession or the boundary of the said Property.
- 5.1.4 **Mutation with BL&LRO:** The said Property is mutated in the names of the Owners with the authorities under the West Bengal Land Reforms Act, 1955 as the owners thereof. Certificate of Mutation dated 15<sup>th</sup> September, 2005 in respect of 156.90 decimals land comprising of land in R. S. Dag Nos. 190, 191, 192, 196, 197, 198, 199, 200, 201, 202, 204, 253, 255, 256 and 253/254 in Mouza Sahapur, J. L. No. 8, Police Station New Alipore (formerly Behala), District South 24 Parganas has been issued by the BL&LRO in favour of the Owners. Certificate of Mutation dated 15<sup>th</sup> September, 2005 in respect of 260 decimals comprising of land in R. S. Dag Nos. 200, 193, 198, 199, 272, 273, 190, 186, 189, 187, 244, 242, 251, 232, 245, 229, 203, 255, 256, 257, 253 and 253/254 in Mouza Sahapur, J. L. No. 8, Police Station New Alipore (formerly Behala), District South 24 Parganas has been issued by the BL&LRO in favour of the Owners.
- 5.1.5 **Mutation with KMC:** The said Property is mutated in the names of the Owners with the Kolkata Municipal Corporation as the owners thereof under Assessee No. 411191100431.
- 5.1.6 **Conversion:** The said Property has been converted in accordance with law for enabling development and construction of the Project.



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- 5.1.7 Urban Land Ceiling:** There is no vacant land in the said Property in excess of the ceiling limit and no part of the said Property has been or is liable to be vested and/or acquired under any applicable law and no notice, order or direction has been issued and no proceedings are pending in respect thereof or thereunder and that the said Property is not adversely affected by the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 and no proceeding thereunder is pending. No Objection Certificate bearing Memo No. 1777/ULC dated 21<sup>st</sup> March, 2014 has been issued by the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976, stating that there is no objection to the sanction being accorded to the Building Plans by the Kolkata Municipal Corporation for construction of buildings on the said Property subject to the condition that construction area should be confined to land measuring about 194 Cottahs 15 Chittacks 11 square feet since there is no excess vacant land in the said Property and the balance land of 57 Cottahs 12 Chittacks 17 square feet shall be kept/retained as water body.
- 5.1.8 Land Laws:** The said Property is within the ceiling limit under the West Bengal Land Reforms Act, 1955 and other applicable laws and no part of the said Property is either excess ceiling land and/or is liable to be vested under the said Act or any other law and no notice, order or direction has been issued and no proceedings have commenced or are pending in respect thereof.
- 5.1.9 No Requisition or Acquisition:** The said Property is not affected by any requisition or acquisition of any authority or authorities under any law and no notice of requisition or acquisition of the said Property or any portion thereof has been served upon the Owners and no such proceedings have been initiated and/or are pending in respect thereof.
- 5.1.10 Taxes Paid:** All land revenue, property rates, taxes and outgoings, relating to the said Property have been paid by the Owners for the period upto the date of this Agreement.
- 5.1.11 Mortgage of the said Property:** The said Property has been mortgaged by the Owners and the following Deeds of Mortgage (without possession) have been executed and registered in favour of





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the mortgagee mentioned below (hereinafter referred to as “**the said Mortgage**”):

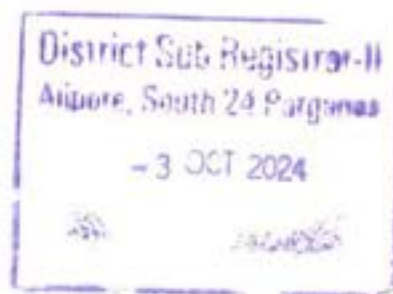
- (i) Indenture of Mortgage (without possession) dated 12<sup>th</sup> July, 2022 registered at the office of the District Sub-Registrar – III, South 24 Parganas in Book No. I, Volume No. 1603-2022, Pages 439657 to 439761, Being No. 160312738 for the year 2022 in favour of Axis Finance Limited
- (ii) Indenture of Mortgage dated 25<sup>th</sup> August, 2023 registered at the office of the District Sub-Registrar – II, South 24 Parganas in Book No. I, Volume No. 1602-2023, Pages 415482 to 415559, Being No. 160212297 for the year 2023 in favour of Axis Finance Limited

**5.1.12 Custody of Title Deeds:** The originals of the Deeds of Conveyance mentioned in the **Second Schedule** hereunder written in respect of the said Property (hereinafter referred to as the “**Original Title Documents**”) were in exclusive possession and custody of the Owners and have been deposited with the mortgagee mentioned above and no other person or entity has any right or entitlement in respect of the same.

**5.1.13 No Guarantee:** No guarantee and/or corporate guarantee or any other security that may affect the said Property in any manner at any time whatsoever has been given by the Owners save and except the said Mortgage in favour of the mortgagee.

**5.1.14 No Legal Proceeding:** No suit and/or other legal proceeding is pending or threatened regarding the said Property and there are no orders of any Court of law, tribunal, judicial, quasi-judicial, statutory or any other body or authority affecting the said Property or any portion thereof and/or the ownership, right, title and interest of the Owners in respect of the same.

**5.1.15 No Previous Agreement:** The Owners have not in any way dealt with the said Property or any part thereof whereby the right, title and interest of the Owners as to the ownership, use, enjoyment, development and/or sale of the said Property or any part thereof is or may be affected in any manner whatsoever and have not entered into any agreement (save and except the earlier Development Agreement dated 30<sup>th</sup> December, 2016 which stands substituted and/or replaced and/or superseded by this Development Agreement), arrangement or



understanding whatsoever with any person or entity (other than the Developer) for sale, transfer, lease, development or otherwise dealing with or disposing off the said Property or any part thereof and have not created any third party rights whatsoever.

5.1.16 **No Restriction:** There is neither any restriction on sale, transfer or development of the said Property nor any subsisting order, proceeding, notification, declaration or notice affecting the said Property and no part of the same has been vested, acquired, requisitioned, attached and/or affected under any law and/or by anybody or authority.

5.1.17 **Authority:** The Owners have full right, power and authority to enter into this Agreement and there is no legal bar or impediment regarding the same.

5.1.18 **Owners' Acting in Concert:** The Owners, though separate juristic entities, are, for the purpose of this Agreement, acting in concert and as one entity and shall continue to do so, at all times, irrespective of any dispute or difference between them.

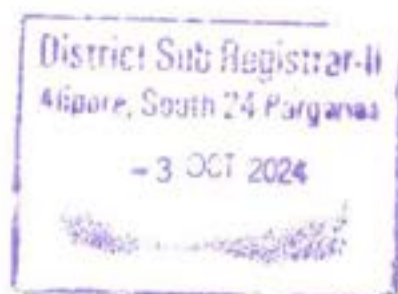
5.2 **Developer's Representations:** The Developer has represented and warranted to the Owners as follows:

5.2.1 **Infrastructure, Expertise and Financial Capacity of Developer:** The Developer is carrying on business of construction and development of real estate and has necessary infrastructure and expertise in this field and the financial capacity and resources to undertake the development of the said Property.

5.2.2 **No Abandonment:** The Developer shall not abandon the Project in any manner and shall accord the necessary attention thereto.

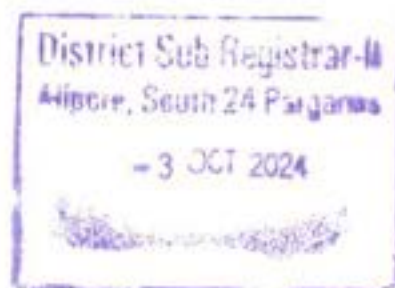
5.2.3 **Authority:** The Developer has full right, power and authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.

## 6. Basic Understanding:





- 6.1 **Agreement:** The Owners have at their own costs made available for the purpose of development the said Property with a good and marketable freehold title free from all encumbrances and liabilities whatsoever and capable of being developed, constructed upon and sold. The Developer has taken steps for development of the said Property and for construction of new buildings thereon in accordance with the plans ("**Building Plans**") that have been and/or may be sanctioned/revised/regularised from time to time by the concerned authorities as residential buildings with specified areas, amenities and facilities to be enjoyed in common ("**New Buildings**") as per mutually agreed specifications in the manner envisaged in this Agreement. The saleable constructed spaces/apartments/flats and other rights in the New Buildings ("**Units**") shall be transferable in favour of intending buyers ("**Transferees**"). The term 'Transferees' shall also include the Owners and the Developer in respect of any Unit(s) that may be retained by them respectively.
- 6.2 **Developer to have exclusive development right:** For the purposes of development, construction and commercial exploitation of the New Buildings and the Units comprised therein, the Owners have appointed and/or hereby appoint the Developer to develop, construct, market and sell the New Buildings and the Units comprised therein and take all steps in terms of this Agreement, including but not limited to the following:
- 6.2.1 apply for and obtain all necessary approvals and/or permissions and/or no objections and / consents and / or licenses and / or registrations, as may be necessary and/or required for undertaking and development of the Project.
- 6.2.2 install all electricity, gas, water, telecommunication, connection, and other requisite equipment and foul water drainage to the said Property and shall ensure that the same connect directly to the mains.
- 6.2.3 serve such notices and enter into such agreements with statutory undertakings or other companies as may be necessary to install the services.
- 6.2.4 give all necessary notices to all water, gas, electricity authorities and other statutory authorities as may be necessary in respect of development of the said Property and pay all costs, fees and outgoings incidental to or consequential on any such notice.
- 6.2.5 remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible



for any deviation in construction which may not be in accordance with the Plan.

6.2.6 remain responsible for any accident and/or mishap taking place due to negligence of the Developer while undertaking construction and completion of the Project in accordance with the approved sanction plan by authorities concerned.

6.2.7 comply and/or procure compliance with, all conditions attaching to the building permission and any other permissions which may be granted during the course of development.

6.2.8 comply or procure compliance with, all statutes and any enforceable codes of practice of the Kolkata Municipal Corporation or other authorities affecting the said Property or the development of the Project.

6.2.9 take all necessary steps and/or obtain all permissions, approvals and/or sanctions as may be necessary and/or required and shall do all acts deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said Property and the Project.

6.2.10 incur all costs charges and expenses for the purpose of constructing erecting and completing the Project in accordance with the approved Plan.

6.2.11 make proper provision for security during the course of development.

6.2.12 not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said Property or any part or portion thereof.

6.2.13 not expose the Owners to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as may be necessary and/or required for the purpose of construction, erection, completion, marketing and sale of the Project and the Units.

6.2.14 To remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the Project and the Units in accordance with the approved Building Plans and/or to be sanctioned/modified/revised/regularised/extended/renewed and to pay perform and observe all the terms conditions covenants and obligations on the part of the Developer to be paid performed and observed.



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## 7. Appointment and Commencement

**7.1 Appointment and Acceptance:** The Parties confirm acceptance of the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions recorded in this Agreement. The Owners confirm having appointed the Developer as the developer of the said Property to exclusively execute the Project in accordance with this Agreement. The Developer confirms having accepted such appointment by the Owners.

**7.2 Tenure:** This Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

**7.3 Possession of the said Property:** Simultaneously with the execution of the Development Agreement, the Owners have handed over possession of the entirety of the said Property to the Developer for the purpose of carrying out the construction, marketing and sale of the Project. Subject to the above, legal possession shall always be deemed to be with the Owners, without prejudice to the rights of the Developer. It is expressly made clear that such possession in respect of the said Property by the Developer for the purpose of development in terms of this Development Agreement is not intended to be and shall not be construed as transfer in terms of Section 2(47) of the Income Tax Act, 1961 or under Section 53A of the Transfer of Property Act, 1882.

**7.4 Project Implementation:** The Developer is entitled to take all steps for development and sale in terms of this Agreement. The Developer is entitled to carry out survey, soil testing and other development and construction related works at the said Property and to do all things and to take all steps for the implementation of the Project.

## 8. No Objection from the Mortgagee, Sanction, Approvals and Construction

**8.1 No Objection from the Mortgagee:** The Owners agree, undertake and covenant to obtain No Objection from the mortgagee for development, marketing and sale of the New Buildings and the Units comprised therein within 180 (one hundred eighty) days from the date of execution of this Agreement.

**8.2 Sanction & Approvals:** Building Plans vide Building Permit No. 201413044 dated 21<sup>st</sup> February, 2015 were sanctioned by the Kolkata





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Municipal Corporation which have been subsequently revised/modified vide Building Permit No. 2024130131 dated 25<sup>th</sup> September, 2024 by the Kolkata Municipal Corporation. The Building Plans have been obtained by the Developer at its own costs. Any other necessary sanction, approval, permission, clearance, consent, no objection, registration, licence, etc. that may be required for the implementation of the Project (collectively "Approvals") shall be obtained by the Developer at the Developer's costs. The Owners shall fully co-operate regarding the Approvals and shall sign all documents and papers that may be required for obtaining the Approvals. However, in case any Approvals are necessary because of modifications/changes being made in any Unit at the request of the Transferees of such Unit, then the costs, charges, expenses, outgoings and fees for the same shall be borne and paid by the concerned Transferee.

- 8.3 Architects and Consultants:** The Architects and the other consultants, professionals, advisers, etc. for the Project have been appointed and shall be changed by the Developer from time to time. All fees, costs, charges and expenses payable to them shall be paid by the Developer.
- 8.4 Demolition of Existing Building and Removal of Debris:** The Developer shall demolish the existing buildings and structures at the said Property (including foundations thereof) and take away, remove and/or dispose of the materials, salvage, debris, etc. so that the site is in an appropriate condition to commence construction of the New Buildings.
- 8.5 RERA Registration & Compliances:** The Project shall be registered with the concerned authority under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA") and the parties shall take necessary steps for the same. Each Party shall comply with all applicable developmental/real estate laws, including the RERA and also all rules, regulations and byelaws in respect thereof (**Real Estate Laws**) and shall keep the other Party fully saved, harmless and indemnified against all losses, claims, if any, arising due to its default in compliance of the Real Estate Laws. It is made clear that only the ownership, title and land related issues shall be the responsibility of the Owners and the development, construction and sales related issues shall be the responsibility of the Developer. The fees for registering the Project with RERA shall be paid by the Developer and the Developer shall be responsible for following up and processing of the application for registration of the Project with RERA.
- 8.6 Construction of New Buildings:** The Developer shall commence construction of the New Buildings within a period of 6 (six) months from the date of registration of the Project with RERA authority after receipt of all



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Approvals necessary for commencement of construction. The Developer shall, at its own costs and expenses, construct, erect and complete the New Buildings in accordance with the Building Plans as per the Specifications mentioned in the **Fourth Schedule** hereunder written or such other specifications as may be mutually agreed between the Owners and the Developer from time to time.

- 8.7 Completion Time:** The Developer shall, at its own costs and expenses, construct, erect and complete the New Buildings in accordance with the Building Plans and the mutually agreed specifications within a period of 84 (eighty four) months from the date of commencement of construction ("**Completion Time**"). The Developer shall be entitled to a further period of 6 (six) months from the date of expiry of the Completion Time as a grace period ("**Grace Period**"). Any delay that may be attributable to Force Majeure shall also be added to the Completion Time and the Grace Period. In this regard it is clarified that the Completion Time shall not include the time required for obtaining Completion/Occupancy Certificate and the Project shall be deemed to be completed if so certified by the Architects and application for Completion/Occupancy Certificate being submitted to the concerned authorities. However, the Developer shall remain responsible and liable to obtain the Completion/Occupancy Certificate (including any other corresponding certificate or license that may become necessary in this regard) in due course, at its own cost.
- 8.8 Common Portions:** The Developer shall its own costs, construct and/or install and/or make available in the New Buildings, the common areas, amenities and facilities (collectively "**Common Portions**").
- 8.9 Club:** The Developer may construct a Club having swimming pool, gymnasium, etc. in a portion of the New Buildings.
- 8.10 Building Materials:** The Developer shall be authorized to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities required for the construction of the New Buildings.
- 8.11 Utility Connections:** The Developer shall be entitled to use any existing electricity, water and any other utility connection at the said Property and shall be liable to pay the costs, charges and expenses for use of the same. The Developer shall be authorized in the names of the Owners to apply for and obtain temporary/permanent connections of water, electricity, drainage, and other utility connections.



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

9. **Original Title Documents:** The Original Title Documents have been deposited by the Owners with the mortgagee as the collateral third party security for loans taken by Raj Infraproperties Private Limited, Dev Infracity Private Limited and Diwakar Finvest Private Limited (formerly known as Sneha Enclave Private Limited). The Owners agree, undertake and covenant to cause the said Raj Infraproperties Private Limited, Dev Infracity Private Limited and Diwakar Finvest Private Limited to repay the loans taken by them and get the said Mortgage in respect of the said Property released and obtain return of the Original Title Documents within 60 (sixty) days from the date of issuance of the Completion/Occupancy Certificate by the Kolkata Municipal Corporation so that the Units are transferred to the Transferees free from the said Mortgage.
10. **Power of Attorney:** The Owners hereby authorize and empower the Developer and its authorized representatives as its constituted attorney to, inter alia, get the Building Plans modified, obtain all necessary Approvals for the Project and accept booking and sell the Units in the New Buildings. The Owners shall additionally execute and register a formal Power of Attorney in favour of the Developer and its authorized representatives regarding the development including the above powers and authorities. Notwithstanding grant of the aforesaid Power of Attorney, the Owners hereby undertake to execute all necessary papers, documents, plans, etc. for enabling the Developer to perform its obligations and exercise all its rights and entitlements under this Agreement.
11. **Sharing of Sale Proceeds of Units in the New Buildings and refund/payment to Transferee:**
  - 11.1 **Sale of Units:** The Units in the New Buildings upon development of the Project (including car parking spaces, servant quarters, open terraces etc. if any.) shall be sold together with undivided, indivisible, impartible, proportionate share and/or interest in the land comprised in the said Property and the Common Portions, and all receivables regarding the same as also any amount that may be received from the Transferees on account of interest, penalty, compensation and/or forfeited amount and/or transfer/nomination fee, etc. ("**Sale Proceeds**") shall be allocated between the parties as mentioned below. It is clarified that the amounts receivable by the Developer



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*[Signature]*



under Clause 19.1 are not part of the Sale Proceeds and the same shall belong solely to the Developer.

11.2 **Owners' Share of Sale Proceeds:** The Owners' Share of Sale Proceeds shall mean 15 (fifteen) per cent of the Sale Proceeds.

11.3 **Developer's Share of Sale Proceeds:** The Developer's Share of Sale Proceeds shall mean 85 (eighty five) per cent of the Sale Proceeds.

11.4 **Refund and/or payment to any Transferee:** In the event, any refund, interest, damage, penalty or compensation is liable to be paid to any Transferee, in relation to the Project, then (a) where such liability arises due to reasons other than due to delay or default on the part of the Developer or the Owners in performance of their respective obligations stipulated in the Agreement for Sale entered into with such Transferee, the same shall be payable by the Developer and the Owners in the same ratio as the Sale Proceeds; and (b) where such liability arises due to delay or default on the part of the Developer or the Owners in performance of their respective obligations stipulated in the Agreement for Sale entered into with such Transferee, the same shall be borne exclusively by the Developer or the Owners, as the case may be.

## 12. Financials:

12.1 **Project Finance:** The Developer may arrange for financing of the Project (**Project Finance**) by a Bank/Financial Institution (**Financier**). For the aforesaid purpose, the Owners hereby authorise the Developer to sign necessary documents to create a mortgage/charge in favour of the Financier for availing such Project Finance Provided That the Owners shall not have any liability whatsoever to repay the loans obtained by the Developer and/or any interest, penalty or other amounts relating to the same (**collectively Project Finance Liability**) and the Developer hereby indemnifies and agrees to keep indemnified the Owners against any claim, liability or loss whatsoever relating to Project Finance/Project Finance Liability. The Developer shall be solely liable for repaying the Project Finance / Project Finance Liability and the Developer's Share of Sale Proceeds shall be used for repayment of the Project Finance / Project Finance Liability. The Owners shall not be required to give any personal or corporate guarantee in favour of the Financier and the Owners' Share of Sale Proceeds shall not be utilized for the purpose of payment of the Project Finance Liability. The Financier shall not have any right, title or claim against the Owners' Share of Sale Proceeds or any portion thereof. Notwithstanding the aforesaid authorization, the Owners hereby undertake to also sign within 15 days of request all



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necessary documents (if required by the Financier) for enabling the Developer to avail Project Finance.

- 12.2 **Deposit:** The Developer has already deposited with the Owners the mutually agreed interest free refundable Deposit prior to execution of this Agreement. The Developer may deposit further amounts with the Owners if mutually agreed between the Developer and the Owners.
- 12.3 **Refund of the Deposit:** The Owners' Share of Sale Proceeds shall be utilised towards refund of the Deposit till the entire amount of Deposit is fully refunded.
- 12.4 **Goods & Services Tax:** The Goods & Services Tax (GST) relating to development and construction shall be paid by the Developer who shall comply with the applicable provisions regarding the same and any benefits, input credits, rebates etc. that may be applicable at any time regarding the same shall belong solely to the Developer. The Goods & Services Tax in respect of the sale of the Units to the Transferees shall be payable by the Transferees and shall be collected by the Developer from the Transferees. In respect of any unsold Unit remaining at the time of issue of the Occupancy Certificate, then the GST payable in respect of the Owners' Share of Sale Proceeds shall be paid by the Owners.
- 12.5 **Marketing Costs & Brokerage:** The Project shall be marketed and sold by the Developer. The marketing costs and brokerage shall be shared by the Owners and the Developer in the same ratio as the Sale Proceeds.
- 12.6 **Distribution of Sale Proceeds:** The principal policy decisions regarding the marketing and sales of the Project (i.e. the Units in the New Buildings) including deciding the launch price/sale price/revised price, shall be taken by the Developer. The Developer shall take all necessary steps and day-to-day decisions in accordance with the principal policy decisions. The sales for the entire Project to the Transferees shall be made by the Developer and the Sale Proceeds shall be collected by the Developer by cheques / demand drafts / pay orders issued in its name. All Sale Proceeds shall be deposited by the Developer in a separate Escrow Bank Account ("**Sale Proceeds Bank Account**") only and the same shall be used and/or utilized in accordance with RERA including depositing appropriate sum in the separate account. The portion of the Sale Proceeds that can be distributed without any condition under RERA shall be distributed by the Developer at regular intervals by paying to the Owners, the Owners' Share of such Sale Proceeds after retaining the Developer's Share of such Sale Proceeds. The remaining



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portion of the Sale Proceeds shall be distributed by the Developer at regular intervals after each withdrawal permitted under RERA by paying to the Owners, the Owners' Share of such Sale Proceeds after retaining the Developer's Share of such Sale Proceeds.

- 12.7 **Accounts:** The accounts will be reconciled at the end of every 3 (three) months and if it is found that any party has received less than its allocation of Sale Proceeds mentioned in Clause 11, then the difference amount payable to such party shall be paid by the other party. In the event any liability of the Owners is paid by the Developer then the same shall be adjusted at the time of reconciliation.
13. **Transfer of Units to Transferees:** The Units in the New Buildings shall be sold and transferred in favour of the Transferees by initially entering into Agreements for Sale and ultimately transferring title by registered Deeds of Conveyance. Both the Owners and the Developer shall be parties in all such Agreements and Deeds of Conveyance. The costs of such Agreements and Deeds of Conveyance in respect of the entirety of the New Buildings including stamp duty and registration fees and all legal fees and expenses incidental or related thereto shall be borne and paid by the respective Transferees.
14. **Land Revenue, Municipal Taxes and Outgoings:** All land revenues, municipal rates, taxes and outgoings (collectively Rates) in respect of the said Property shall be borne, paid and discharged by the Owners till the date of this Agreement and thereafter till the date of grant of the Completion/Occupancy Certificate the same shall be paid and discharged by the Owners and the Developer in the same ratio as the Sale Proceeds, and thereafter from the date of grant of the Completion/Occupancy Certificate the Rates shall be borne, paid and discharged by the respective Transferees.
15. **Possession and Post Completion Maintenance:**
  - 15.1 **Notice of Completion:** Upon the construction of the New Buildings being completed as per the certificate from the Architects, the Developer shall give a written notice to the Owners and the date of such notice shall be deemed to be the Completion Date though Common Portions may be incomplete at that time and Completion/Occupancy Certificate from the concerned authorities shall be obtained subsequently after completion of Common Portions and other parts of the Project by the Developer.



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- 15.2 **Maintenance:** The Developer shall frame a scheme for the management and maintenance of the New Buildings. Initially the maintenance of the New Buildings including the Common Portions shall be looked after by the Developer who shall be entitled to collect the costs and service charges for the same ("**Maintenance Charges**"). At an appropriate stage the Developer shall hand over the maintenance to a body constituted / formed at the instance of the Developer and the Transferees shall be represented on such body.

**16. Principal Obligations of Developer:**

- 16.1 **Completion of construction within Completion Time:** The Developer shall complete the construction of the New Buildings to the extent necessary for giving notice under Clause 15.1 above within the Completion Time and Grace Period subject to Force Majeure and reasons beyond control Provided However that in case of revised sanction, the time required for revision shall be added.
- 16.2 **Completion/Occupancy Certificate from the concerned authorities:** The Developer shall take steps and obtain from the concerned authorities at its own costs Completion /Occupancy Certificate in due course. The Developer shall thereafter obtain drainage/sewerage connection required to be obtained after the Completion/Occupancy Certificate.
- 16.3 **Compliance with Laws:** The Developer shall execute the Project and make construction of the New Buildings in conformity with the prevailing laws.
- 16.4 **Involvement of other consultants, etc.:** The Developer shall be responsible for development and construction of the New Buildings and marketing and sale of the Units with the help of the Architects as also all other consultants, professionals, contractors, etc.
- 16.5 **Specifications:** The Developer shall use building materials as per the specifications mentioned in the **Fourth Schedule** hereunder written and/or such other specifications as may be mutually agreed.
- 16.6 **Adherence by Developer:** The Developer has assured the Owners that it shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.
- 16.7 **Construction at Developer's Risk and Cost:** The Developer shall construct and complete the New Buildings at its own cost and risk. The Developer shall be responsible and liable to Government and other authorities





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concerned and to the occupants/Transferees/third parties for any loss or for any claim arising from such construction.

- 16.8 **Income Tax Liabilities:** The income tax/capital gains tax payable by the Owners on the income arising out of the Owners' Share of Sale Proceeds shall be payable by the Owners. Similarly, the income tax/capital gains tax payable by the Developer on the income arising out of the Developer's Share of Sale Proceeds shall be payable by the Developer.
- 16.9 **Approvals for Construction:** The Developer shall obtain all Approvals required from various Government authorities to commence, execute and complete the Project. The Owners shall fully assist and co-operate with the Developer in this regard and shall sign all documents and papers that may be required for the same.
- 16.10 **Responsibility for Marketing:** The Units in the New Buildings shall be marketed and sold by the Developer who shall decide the marketing strategy, budget, selection of publicity material, media, etc.
- 16.11 **Assignment:** The Developer shall not assign this Agreement or any rights or benefits hereunder to outside parties without the prior written consent of the Owners provided however no consent shall be necessary in case of the Developer assigning this Agreement in favour of any of its Group Company, that is any Company under the management and control of Emami Group.
- 16.12 **Stamp Duty and Registration Fee:** The Developer shall pay and bear the amount of Stamp Duty and the registration fee payable in respect of this Development Agreement and the Power of Attorney granted pursuant hereto.
17. **Principal Obligations of Owners**
  - 17.1 **Compliance with Clauses 8.1 above:** The Owners shall comply with and obtain the No Objection from the mortgagee in terms of Clause 8.1 above.
  - 17.2 **Title:** The Owners shall ensure that their freehold title to the said Property continues to remain good and marketable and free from all encumbrances, charges, liens, claims, demands, mortgages (save and except the said Mortgage which shall be released at the time mentioned in Clause 9 above), leases, tenancies, licenses, occupancy rights, liabilities, attachments, trusts, debentures, wakfs, bargadars, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, vestings, alignments, easements, arbitral/legal proceedings, restrictive orders and lispendens whatsoever till the completion of the Project. The Owners shall forthwith rectify/remedy



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defects or deficiencies, if any, in the title and resolve any issue that may arise regarding title or ownership or any encumbrance etc. at their own costs and keep the Developer fully indemnified in this regard.

- 17.3 **Co-operation with Developer:** The Owners undertake to fully co-operate with the Developer for obtaining all Approvals required for development of the said Property and to sign all documents and papers that may be required for the same.
- 17.4 **Documentation and Information:** The Owners undertake to provide the Developer with necessary documentation and information relating to the said Property as may be required by the Developer from time to time.
- 17.5 **No Obstruction to Developer:** The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions and/or exercising its rights and entitlements under this Agreement.
- 17.6 **No Dealing with the said Property:** The Owners hereby covenant not to let out, grant lease, mortgage and/or charge the said Property or any portion thereof save in the manner envisaged by this Agreement.
- 17.7 **Adherence by Owners:** The Owners have assured the Developer that they shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.

## 18. Indemnity

- 18.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owners saved, harmless and indemnified of from and against any and all actions, suits, proceedings, claims, losses, damages, costs, charges, expenses, liabilities, demands and consequences (whether criminal or civil) whatsoever suffered by the Owners relating to the development and/or to the construction of the New Buildings and arising from any breach of this Agreement by the Developer and/or arising from any breach, default or violation of any law relating to development and construction and/or arising out of any accident due to negligence of the Developer during development and construction and/or arising from any of the declarations, representations, agreements and assurances made or given by the Developer being incorrect and/or arising due to any act, omission, breach or default of the Developer.
- 18.2 **By Owners:** The Owners hereby indemnify and agree to keep the Developer saved, harmless and indemnified of from and against any and all actions, suits, proceedings, claims, losses, damages, costs, charges, expenses,



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liabilities, demands and consequences (whether criminal or civil) whatsoever suffered by Developer relating to the ownership and title of the said Property and arising from any breach of this Agreement by the Owners and/or arising from any defect/deficiency in title of the said Property and/or any encumbrance, etc. and/or arising from any of the declarations, representations, agreements and assurances made or given by the Owners being incorrect and/or arising due to any act, omission, breach or default of the Owners.

## 19. Miscellaneous

- 19.1 **Developer solely entitled to Additional Payments & Deposits:** The Developer shall be solely entitled to collect, receive and appropriate in respect of all Units of the New Buildings all additional charges, expenses and/or deposits including corpus deposit/sinking fund, deposit/expenses for formation of the Maintenance Company, Common Expenses, Maintenance Charges and deposits for the same, Club Charges, land revenue, municipal taxes and deposits for the same, purchase and installation of generator, deposits demanded by the electric supply authority and other agencies as also the charges and expenses for HT electric equipment and cabling, Project Advocates' Fees, charges for additional work and amenities that may be provided in addition/modification of the specifications agreed with the Transferees, charges, out-pocket expenses and fees payable for changes/regularization/ completion under applicable Rules or provisions, etc. and the same shall belong solely to the Developer and shall not be treated as part of the Sale Proceeds.
- 19.2 **Documentation:** The documents for transfer including Agreements for Sale of Units and Deeds of Conveyance for the New Buildings/Project shall be prepared by R. Ginodia & Co. LLP, Advocates of 6, Church Lane, Kolkata ("Project Advocates"). The same shall contain similar rights and obligations regarding the usage and enjoyment of all the constructed spaces of the New Buildings. The fees and cost of preparation, stamping, registration and other charges of the Agreements for Sale and the Deeds of Conveyance shall be paid by the Transferees of all the constructed spaces of the New Buildings.
- 19.3 **Additional/Further Construction:** If at any time additional/further constructions becomes permissible on the said Property due to any additional FAR being available, then the costs, charges and expenses for the additional sanction including all other miscellaneous and incidental costs related to such additional sanction shall be borne and paid by the Developer. Such additional sanctioned area shall be constructed upon by the Developer and the cost of such additional/further construction shall be borne and paid by the



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Developer The Sale Proceeds of the additional/further construction shall be shared by the Owners and the Developer in the ratio of 15:85.

- 19.4 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions, correspondence and agreements between the Parties, written, oral or implied.
- 19.5 **Validity:** The parties are executing this Agreement as a legally binding contract with intent to be bound by the terms hereof. If any term or provision herein contained shall be held to be invalid or unenforceable, the same shall not affect the validity or enforceability of the other provisions of this Agreement and the parties shall endeavor to replace such term or provision with a valid and enforceable term or provision which corresponds best to the original intention.
- 19.6 **Counterparts:** This Agreement is being executed in duplicate. The original Agreement shall be stamped and registered at the costs and expenses of the Developer and the Developer shall be entitled to the custody of the same. The duplicate copy of the Agreement shall be retained by the Owners.
- 19.7 **Essence of the Contract:** The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 19.8 **No Partnership:** The Owners and the Developer have entered into this Agreement purely on a principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 19.9 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights. A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion.
- 19.10 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 19.11 **Name of the Project:** The name of the Project shall be "Emami Aamod".
- 19.12 **No Transfer at present:** Nothing in these presents shall be construed as a transfer, demise, assignment or conveyance in law of the said Property or any part thereof to the Developer by the Owners. No transfer of any title is



intended to be or is being made by virtue of this Agreement. The transfer of title is intended to and shall take place only after completion of the New Buildings.

**20. Force Majeure**

- 20.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement including which arises from, or is attributable to Acts of God, natural calamities, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightening, storm, tempest, fire, explosion, earthquake, subsidence, epidemic, pandemic or other natural physical disaster, war, military operations, riot, crowd disorder, strike, lock-outs, lockdown or any other restriction imposed by the Government or any other authority, labor unrest or other industrial action, terrorist action, civil commotion, non-availability/shortage of construction material in West Bengal, delays due to municipal/panchayat elections, any legislation, regulation, ruling or omissions (including delay or failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any Government or Court orders.
- 20.2 If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, then such Party shall not be deemed to have defaulted in the performance of its contractual obligations and the time periods mentioned in this Agreement shall stand suitably extended.
- 21. Amendment/Modification:** The parties may add to, alter, amend and/or modify this Agreement or any part hereof in such manner as may be mutually agreed in writing provided however it shall not be necessary to register such writing. No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the Parties and/or unless the same is mutually accepted and admitted by the parties.
- 22. Notice:** Any notice or other written communication given under or in connection with this Agreement may be delivered by hand against written acknowledgment, or sent by registered post with acknowledgement due to the address of the relevant Party mentioned in this agreement or such other address as may be notified in writing by each Party from time to time.



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23. **Arbitration:** Any dispute or difference between the parties hereto relating to and/or concerning the said Property or any portion thereof and/or arising out of and/or relating to and/or concerning this Agreement or any term or condition herein contained and/or any breach thereof and/or relating to interpretation thereof shall be resolved by mutual discussions between the parties amicably, failing which the same shall be referred to arbitration of a sole Arbitrator to be appointed in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the sole Arbitrator shall have summary powers and may make or give interim orders, awards and/or directions and shall be entitled to grant specific performance, damages, interest, etc. The sole Arbitrator shall be entitled to avoid all rules relating to evidence and procedure as are expressly avoidable under the law but shall give reasons for the award. The Award(s) made by the sole Arbitrator shall be final and the parties agree to be bound by the same.
24. **Jurisdiction:** In connection with the aforesaid arbitration proceedings, the Courts at Kolkata only shall have exclusive jurisdiction to receive, entertain, try and determine all actions and proceedings.
25. **Rules of Interpretation:**
  - 25.1 **Statutes:** In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.
  - 25.2 **Number:** In this Agreement, any reference to singular includes plural and vice-versa.
  - 25.3 **Gender:** In this Agreement, words denoting any gender includes all other genders.
  - 25.4 **Party:** In this Agreement, any reference to a Party is to a party to this Agreement.



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- 25.5 **Clause or Paragraph:** In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.
- 25.6 **Including:** In this Agreement, any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceeding those terms.
- 25.7 **Headings:** In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.

## 26. Schedules:

### First Schedule (“said Property”)

ALL THAT the contiguous piece and parcel of land which together form a single large plot of land measuring about 252 Cottahs 11 Chittacks 28 square feet as per purchase deeds and found to contain 240 Cottahs 2 Chittacks 41 square feet as per physical survey, be the same a little more or less, capable of being developed as a single Project together with several buildings and structures constructed thereon situate, lying at and being Municipal Premises No. 43, Vinoba Bhave Road (formerly known as James Long Sarani), Police Station New Alipore (formerly Behala), Kolkata – 700 038 within the limits of Ward No. 119 of the Kolkata Municipal Corporation, District – South 24 Parganas, West Bengal and butted and bounded in the manner following, that is, to say:

On the North:	By 31/41 and 163, Vinoba Bhave Road and 29, S. K. Paul Road;
On the South:	By 71, 80, 85F and 85M, Vinoba Bhave Road and 30, 31, 39 and 37B, Sil Thakur Bari Lane;
On the East:	By 48, 43A and 43B, J. K. Paul Road; and
On the West:	By Vinoba Bhave Road and 31/41, Vinoba Bhave Road, Kolkata.





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**OR HOWSOEVER OTHERWISE** the same may be butted, bounded, called, known, numbered, described or distinguished.

The said Property is delineated on the **Plan** attached and bordered in **Green** colour thereon.

**Second Schedule**  
**("Municipal Premises No. 176, Vinoba Bhave Road")**

ALL THAT the contiguous piece and parcel of land measuring about 4 Cottahs 13 Chittacks 20 square feet comprised in Municipal Premises No. 176, Vinoba Bhave Road (formerly known as James Long Sarani), Police Station New Alipore (formerly Behala), Kolkata – 700 038 within the limits of Ward No. 119 of the Kolkata Municipal Corporation, District – South 24 Parganas, West Bengal and butted and bounded in the manner following, that is, to say:

On the North:	By Mani Tower;
On the South:	By Premises No. 71, Vinoba Bhave Road;
On the East:	By Premises No. 43, Vinoba Bhave Road; and
On the West:	By Vinoba Bhave Road (James Long Sarani).

**OR HOWSOEVER OTHERWISE** the same may be butted, bounded, called, known, numbered, described or distinguished.

The said Premises No. 176, Vinoba Bhave Road, Kolkata is delineated on the **Plan** attached and bordered in **Blue** colour thereon.

**Third Schedule**  
**(Documents of Title)**

1. Deed of Conveyance dated 10<sup>th</sup> July, 1996, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 63, Pages from 23 to 38, Being No. 3560 for the year 1996.
2. Deed of Conveyance dated 10<sup>th</sup> July, 1996, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 60, Pages from 441 to 456, Being No. 3554 for the year 1996.
3. Deed of Conveyance dated 10<sup>th</sup> July, 1996, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 60, Pages from 473 to 488, Being No. 3556 for the year 1996.



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4. Deed of Conveyance dated 10<sup>th</sup> July, 1996, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 60, Pages from 457 to 472, Being No. 3555 for the year 1996.
5. Deed of Conveyance dated 10<sup>th</sup> July, 1996, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 60, Pages from 419 to 434, Being No. 3552 for the year 1996.
6. Deed of Conveyance dated 10<sup>th</sup> July, 1996, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 69, Being No. 3934 for the year 1996.
7. Deed of Conveyance dated 10<sup>th</sup> July, 1996, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 69, Pages from 67 to 82, Being No. 3935 for the year 1996.
8. Deed of Conveyance dated 1<sup>st</sup> July, 1996, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 63, Pages from 1 to 22, Being No. 3559 for the year 1996.
9. Deed of Conveyance dated 1<sup>st</sup> July, 1996, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 69, Pages from 35 to 50, Being No. 3933 for the year 1996.
10. Deed of Conveyance dated 22<sup>nd</sup> August, 1996, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 8, Pages from 173 to 186, Being No. 379 for the year 1997.
11. Deed of Conveyance dated 23<sup>rd</sup> August, 1996, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 8, Pages from 141 to 156, Being No. 377 for the year 1997.
12. Deed of Conveyance dated 11<sup>th</sup> September, 1996, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 8, Pages from 109 to 124, Being No. 375 for the year 1996.
13. Deed of Conveyance dated 11<sup>th</sup> September, 1996, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 8, Pages from 125 to 140, Being No. 376 for the year 1997.
14. Deed of Conveyance dated 11<sup>th</sup> September, 1996, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 8, Pages from 157 to 172, Being No. 378 for the year 1997.
15. Deed of Conveyance dated 24<sup>th</sup> September, 1996, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 82, Pages from 145 to 164, Being No. 4434 for the year 1996.



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16. Deed of Conveyance dated 24<sup>th</sup> September, 1996, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 75, Pages from 297 to 310, Being No. 4435 for the year 1996.
17. Deed of Conveyance dated 24<sup>th</sup> September, 1996, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 25, Being No. 4433 for the year 1996.
18. Deed of Conveyance dated 24<sup>th</sup> September, 1996, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Being No. 4432 for the year 1996.
19. Deed of Conveyance dated 24<sup>th</sup> September, 1996, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 75, Pages from 249 to 264, Being No. 4431 for the year 1996.
20. Deed of Conveyance dated 24<sup>th</sup> September, 1996, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 75, Pages from 311 to 326, Being No. 4436 for the year 1996.
21. Deed of Conveyance dated 24<sup>th</sup> September, 1996, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 75, Pages from 233 to 248, Being No. 4430 for the year 1996.
22. Deed of Conveyance dated 20<sup>th</sup> December, 1996, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 13, Pages from 235 to 246, Being No. 721 for the year 1997.
23. Deed of Conveyance dated 12<sup>th</sup> March, 1997, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 33, Pages from 469 to 484, Being No. 1931 for the year 1997.
24. Deed of Conveyance dated 5<sup>th</sup> May, 1997 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 63, Pages from 1 to 16, Being No. 3408 for the year 1997.
25. Deed of Conveyance dated 5<sup>th</sup> April, 2000 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Being No. 463 for the year 2000.
26. Deed of Conveyance dated 3<sup>rd</sup> June, 1997 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 63, Pages from 17 to 30, Being No. 3409 for the year 1997.
27. Deed of Conveyance dated 18<sup>th</sup> June, 1997 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 63, Pages from 31 to 49, Being No. 3410 for the year 1997.



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28. Deed of Conveyance dated 28<sup>th</sup> March, 2000 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Being No. 464 for the year 2000.
29. Deed of Conveyance dated 30<sup>th</sup> June, 1997 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 109, Pages from 317 to 332, Being No. 3061 for the year 1998.
30. Deed of Conveyance dated 30<sup>th</sup> June, 1997 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 116, Pages from 163 to 180, Being No. 3316 for the year 1998.
31. Deed of Conveyance dated 28<sup>th</sup> July, 1997 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 111, Pages from 39 to 56, Being No. 3063 for the year 1998.
32. Deed of Conveyance dated 21<sup>st</sup> October, 1997, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 111, Pages from 19 to 38, Being No. 3062 for the year 1998.
33. Deed of Conveyance dated 7<sup>th</sup> January, 1999, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 38, Pages from 273 to 296, Being No. 1722 for the year 1999.
34. Deed of Conveyance dated 7<sup>th</sup> January, 1999, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 61, Being No. 2724 for the year 2000.
35. Deed of Conveyance dated 16<sup>th</sup> February, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 29, Pages from 31 to 42, Being No. 4865 for the year 1998.
36. Deed of Conveyance dated 2<sup>nd</sup> March, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 109, Pages from 73 to 92, Being No. 3030 for the year 1998.
37. Deed of Conveyance dated 2<sup>nd</sup> March, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Being No. 3029 for the year 1998.
38. Deed of Conveyance dated 2<sup>nd</sup> March, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 109, Pages from 33 to 52, Being No. 3028 for the year 1998.
39. Deed of Conveyance dated 2<sup>nd</sup> March, 1998, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 106, Pages from 399 to 418, Being No. 3025 for the year 1998.



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40. Deed of Conveyance dated 3<sup>rd</sup> March, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 109, Pages from 163 to 182, Being No. 3035 for the year 1998.
41. Deed of Conveyance dated 3<sup>rd</sup> March, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 109, Pages from 143 to 162, Being No. 3034 for the year 1998.
42. Deed of Conveyance dated 3<sup>rd</sup> March, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 109, Pages from 123 to 142, Being No. 3033 for the year 1998.
43. Deed of Conveyance dated 28<sup>th</sup> March, 2000 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Being No. 465 for the year 2000.
44. Deed of Conveyance dated 3<sup>rd</sup> March, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Being No. 3032 for the year 1998.
45. Deed of Conveyance dated 19<sup>th</sup> March, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 109, Pages from 183 to 202, Being No. 3036 for the year 1998.
46. Deed of Conveyance dated 19<sup>th</sup> March, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Being No. 3037 for the year 1998.
47. Deed of Conveyance dated 20<sup>th</sup> March, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 115, Pages from 225 to 244, Being No. 3315 for the year 1998.
48. Deed of Conveyance dated 20<sup>th</sup> March, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Being No. 3038 for the year 1998.
49. Deed of Conveyance dated 25<sup>th</sup> March, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Being No. 3039 for the year 1998.
50. Deed of Conveyance dated 27<sup>th</sup> March, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 109, Pages from 283 to 302, Being No. 3041 for the year 1998.
51. Deed of Conveyance dated 20<sup>th</sup> March, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 115, Pages from 205 to 224, Being No. 3314 for the year 1998.



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52. Deed of Conveyance dated 10<sup>th</sup> July, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Being No. 4785 for the year 1998.
53. Deed of Conveyance dated 10<sup>th</sup> July, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Being No. 4784 for the year 1998.
54. Deed of Conveyance dated 10<sup>th</sup> July, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Being No. 4650 for the year 1998.
55. Deed of Conveyance dated 10<sup>th</sup> July, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Being No. 4652 for the year 1998.
56. Deed of Conveyance dated 10<sup>th</sup> July, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Being No. 4653 for the year 1998.
57. Deed of Conveyance dated 10<sup>th</sup> July, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Being No. 4654 for the year 1998.
58. Deed of Conveyance dated 10<sup>th</sup> July, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Being No. 4655 for the year 1998.
59. Deed of Conveyance dated 10<sup>th</sup> July, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Being No. 4656 for the year 1998.
60. Deed of Conveyance dated 10<sup>th</sup> July, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Being No. 4657 for the year 1998.
61. Deed of Conveyance dated 10<sup>th</sup> July, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Being No. 4658 for the year 1998.
62. Deed of Conveyance dated 10<sup>th</sup> July, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Being No. 4660 for the year 1998.
63. Deed of Conveyance dated 10<sup>th</sup> July, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Being No. 4651 for the year 1998.



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64. Deed of Conveyance dated 22<sup>nd</sup> July, 1999, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 79, Pages from 103 to 126, Being No. 3334 for the year 2000.
65. Deed of Conveyance dated 31<sup>st</sup> July, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Being No. 4669 for the year 1998.
66. Deed of Conveyance dated 31<sup>st</sup> July, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Being No. 4667 for the year 1998.
67. Deed of Conveyance dated 31<sup>st</sup> July, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Being No. 4665 for the year 1998.
68. Deed of Conveyance dated 31<sup>st</sup> July, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Being No. 4664 for the year 1998.
69. Deed of Conveyance dated 31<sup>st</sup> July, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Being No. 4663 for the year 1998.
70. Deed of Conveyance dated 31<sup>st</sup> July, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 22, Pages from 331 to 352, Being No. 4662 for the year 1998.
71. Deed of Conveyance dated 31<sup>st</sup> July, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Being No. 4670 for the year 1998.
72. Deed of Conveyance dated 31<sup>st</sup> July, 1998, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Being No. 4668 for the year 1998.
73. Deed of Conveyance dated 2<sup>nd</sup> September, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Being No. 4671 for the year 1998.
74. Deed of Conveyance dated 2<sup>nd</sup> September, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Being No. 4672 for the year 1998.
75. Deed of Conveyance dated 2<sup>nd</sup> September, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Being No. 4786 for the year 1998.





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76. Deed of Conveyance dated 2<sup>nd</sup> September, 1998 registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Being No. 4674 for the year 1998.
77. Deed of Conveyance dated 7<sup>th</sup> January, 1999, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 38, Pages from 297 to 320, Being No. 1723 for the year 1999.
78. Deed of Conveyance dated 7<sup>th</sup> January, 1999, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 76, Pages from 305 to 332, Being No. 3185 for the year 1999.
79. Deed of Conveyance dated 27<sup>th</sup> March, 1998, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Being No. 3040 for the year 1998.
80. Deed of Conveyance dated 4<sup>th</sup> May, 1999, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 79, Pages from 61 to 86, Being No. 03332 for the year 2000.
81. Deed of Conveyance dated 16<sup>th</sup> June, 1999, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 77, Being No. 3335 for the year 2000.
82. Deed of Conveyance dated 16<sup>th</sup> June, 1999, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Being No. 1323 for the year 1999.
83. Deed of Conveyance dated 22<sup>nd</sup> June, 1999, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 30, Pages from 223 to 246, Being No. 1324 for the year 2000.
84. Deed of Conveyance dated 22<sup>nd</sup> June, 1999, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 30, Pages from 175 to 198, Being No. 1322 for the year 2000.
85. Deed of Conveyance dated 13<sup>th</sup> August, 1999, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 30, Pages from 247 to 272, Being No. 1325 for the year 2000.
86. Deed of Conveyance dated 28<sup>th</sup> September, 1999, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 30, Pages from 273 to 298, Being No. 1326 for the year 2000.
87. Deed of Conveyance dated 28<sup>th</sup> February, 2000, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 30, Pages from 149 to 174, Being No. 1321 for the year 2000.



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88. Deed of Conveyance dated 28<sup>th</sup> January, 2000, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 30, Pages from 123 to 148, Being No. 1320 for the year 2000.
89. Deed of Conveyance dated 7<sup>th</sup> August, 2000, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 70, Pages from 791 to 612, Being No. 3783 for the year 2005.
90. Deed of Conveyance dated 1<sup>st</sup> December, 2000, registered at the office of the Additional District Sub Registrar, Behala, in Book No. I, Volume No. 13, Being No. 500 for the year 2005.

#### **Fourth Schedule**

##### **(Specifications)**

<b>SPECIFICATION FOR AAMOD</b>	
<b>Structure</b>	
<b>SUB-STRUCTURE</b>	Pile foundation
	Diaphragm walls in basement.
	Appropriate waterproofing treatment for basement structure.
<b>SUPER-STRUCTURE</b>	RCC frame structure
	Using minimum of M-25 grade of concrete confirming to IS 456
	Aluform work in typical floors
<b>INTERNAL WALL</b>	aac Block / Fly Ash
<b>TERRACE</b>	Appropriate waterproofing treatment with heat insulation using sun reflective tile.
<b>FLOORING</b>	<b>Master Bed Room:</b> Marble flooring
	<b>Other Bed Rooms:</b> Double charged Vitrified tiles
	<b>Living / Dining / Kitchen :</b> Double charged Vitrified tiles
	<b>Kitchen counter:</b> Granite / Marble / Quartzite (Double bowl SS Sink)
	<b>Balcony:</b> Anti-skid tiles
	<b>Toilet :</b> Anti-skid tiles
	<b>Staircase:</b> Granite
	<b>Servant Room:</b> Double charged Vitrified tiles
	<b>Ground floor Lobby:</b> Mirror polished Italian marble (Fully air conditioned & fully furnished)
	<b>Typical floor Lobby:</b> Italian marble



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WALL FINISH	<b>Master Bed Room:</b> Putty / Ready to Paint
	<b>Other Bed Rooms:</b> Putty / Ready to Paint
	<b>Living / Dining / Kitchen :</b> Putty / Ready to Paint
	<b>Balcony:</b> Painted to match exterior elevation
	<b>Toilet :</b> Ceramic tiles up to false ceiling level
	<b>Staircase:</b> Putty
	<b>Servant Room:</b> Ready to paint
	<b>Ground floor Lobby:</b> Painted (Italian marble finished Lift fascia with golden finished metal strip all around)
	<b>Typical floor Lobby:</b> Painted (Italian marble finished Lift fascia with golden finished metal strip all around)
CEILING	<b>Master Bed Room:</b> Putty
	<b>Other Bed Rooms:</b> Putty
	<b>Living / Dining / Kitchen :</b> Putty
	<b>Balcony:</b> Paint with light installed
	<b>Toilet :</b> Gride false ceiling
	<b>Staircase:</b> Putty with light installed
	<b>Servant Room:</b> Ready to paint
	<b>Ground floor Lobby:</b> Decorative false ceiling
	<b>Typical floor Lobby:</b> Painted
WINDOWS	Aluminium windows
EXTENDED LIVING	Toughened glass railing & sliding door (external)
DOORS & FRAME	Hardwood frame with laminated flush doors shutter for all doors including kitchen & toilets
	Servant Room: Hardwood frame with flush door shutter.
ELECTRICALS	Concealed copper wire
	Modular switch & socket of Schneider, Legrand or equivalent
	Distribution Board of Schneider, Legrand or equivalent
	AC point in all Bedrooms and living dining room
	TV point in all Bedrooms and living room.
	Intercom in Living dining.
TOILETS	<b>Sanitary china ware:</b> Wall hung commode & Basin
	<b>Faucets &amp; fittings:</b> Kohler / Grohe or equivalent make
	Glass shower panel in Master bed room toilet
	Rain shower in other toilets
	<b>Servant Room:</b> Sanitary & CP fittings.
	State of art GYM
	Infinity pool
	Modern plush double height Banquet hall



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AMENITIES	Steam, Sauna & Jacuzzi
	Aerobic & Dance Studio
	Multi Sports Units
	Bar & Juice lounge facing the lake
	Waiting Lounge
	Pet relief area
	Terrace garden
	Outdoor Movie Pavilion
GREEN FEATURES	Approx 1.0 Acres landscaped water body
	Wheelchair friendly common area
	Exterior paints and roof tiles with high solar reflective index
	Defined pedestrian walkway for joggers and walkers
	Building orientation planned for ample natural light and ventilation that reduces use of luminaries and air conditioners.
	Use of native plants for landscape as it requires less water, fertilizers and maintenance.
OTHER FEATURES	
	<b>Elevators:</b> High speed Lifts with Golden finished interior and exteriors
	<b>Safety &amp; Security :-</b> 10 tier
	<b>Fire Safety :-</b> Fire rated door at fire escape staircase. Fire detection system and hydrant system. Manual call points with hooters, smoke detectors and sprinklers in common areas
	<b>Services:-</b> Two passenger elevators and one service elevators per core. 100% DG backup for lighting circuits, lifts and common areas. Visitor's car parking facilities. EV car charging system. DG power backup 3BHK 2.5 KW & 4BHK 3.0 KW, additional load for apartments at additional cost. All apartments are air conditioned with VRH ODU's (Outdoor unit)

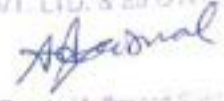
## 27. Execution and Delivery

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

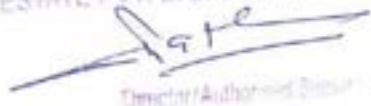


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DTL ESTATE PVT. LTD. &amp; 29 OTHERS

  
 Director/Authorized Signatory

DTL ESTATE PVT. LTD. &amp; 29 OTHERS

  
 Director/Authorized Signatory

Owners

EMAMI REALTY LIMITED

  
 Authorized Signatory

Developer

Witnesses:

Signature Namrata Gayen.  
 Name NAMRATA GAYEN  
 Father's Name DIPAK KR. GAYEN  
 Address 2, 6, Church Lane  
Ko-1 - 700 001

Signature Gouri Sankar Rana.  
 Name GOURI SANKAR RANA  
 Father's Name U. KAMALA KANTA RANA  
 Address 6, Church Lane  
Kolkata-1

Drafted by: Namrata Gayen.  
 Ms. Namrata Gayen, Advocate  
 Enrolment No. F/69/713/2022  
 Messrs. R. Ginodia & Co. LLP, Advocates  
 Ground Floor, 6 Church Lane,  
 Kolkata -700 001



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NOTES

STANBANK REALTY, LTD.

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DTL ESTATE PVT. LTD. 6420000000









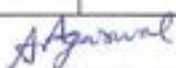

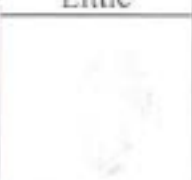



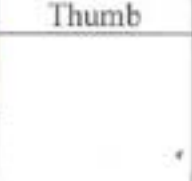













DTL ESTATE PVT. LTD. &amp; 20 VINEY

EMAMI PUNJABI LIMITED



District Sub Registrar-II  
Alipore, South 24 Parganas  
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# SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants and or purchaser Presentants					
		(Left Hand)				
		Little	Ring	Middle	Fore	Thumb
						
		(Right Hand)				
		Thumb	Fore	Middle	Ring	Little
						
		Signature : 				
		(Left Hand)				
		Little	Ring	Middle	Fore	Thumb
						
		(Right Hand)				
		Thumb	Fore	Middle	Ring	Little
						
		Signature : 				
		(Left Hand)				
		Little	Ring	Middle	Fore	Thumb
						
		(Right Hand)				
		Thumb	Fore	Middle	Ring	Little
						
		Signature : 				





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Govt. of West Bengal  
Directorate of Registration & Stamp  
Revenue  
GRIPS eChallan



192024250238989828

GRN Details

GRN:	192024250238989828	Payment Mode:	SBI Epay
GRN Date:	03/10/2024 13:19:09	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	2704051540029	BRN Date:	03/10/2024 13:19:48
Gateway Ref ID:	0	Method:	ICICI Bank - Corporate NB
GRIPS Payment ID:	031020242023898981	Payment Init. Date:	03/10/2024 13:19:09
Payment Status:	Successful	Payment Ref. No:	2002631456/1/2024
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr SANJAY MOHANTY
Address:	1858/1 ACROPOLIS, 13TH FLOOR KOLKATA 107
Mobile:	9903839516
Period From (dd/mm/yyyy):	03/10/2024
Period To (dd/mm/yyyy):	03/10/2024
Payment Ref ID:	2002631456/1/2024
Dept Ref ID/DRN:	2002631456/1/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002631456/1/2024	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2002631456/1/2024	Property Registration- Registration Fees	0030-03-104-001-16	50021
Total				125042

IN WORDS: ONE LAKH TWENTY FIVE THOUSAND FORTY TWO ONLY.

PAID



### Major Information of the Deed

Deed No :	I-1602-13958/2024	Date of Registration	03/10/2024
Query No / Year	1602-2002631456/2024	Office where deed is registered	
Query Date	03/10/2024 12:54:36 PM	D.S.R. - I I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Gouri Sankar Rana R. Ginodia And Co. LLP, 6, Church Lane, Kolkata-700001, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 7980848205, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 50,00,000/-]		
Set Forth value	Market Value		
	Rs. 93,09,90,093/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,121/- (Article-48(g))	Rs. 50,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Binoba Bhabu Road, Road Zone : (Premises located on D.H.Road -- ) , , Premises No: 43, , Ward No: 119 Pin Code : 700038

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	252 Katha 11 Chatak 28 Sq Ft		90,98,15,091/-	Property is on Road

District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Binoba Bhabu Road, Road Zone : (Premises located on D.H.Road -- ) , , Premises No: 176, , Ward No: 119 Pin Code : 700038

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	(RS :- )		Bastu	4 Katha 13 Chatak 20 Sq Ft		1,74,25,002/-	Property is on Road
Grand Total :				424.985Dec	0 /-	9272,40,093 /-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	5000 Sq Ft.	0/-	37,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 5000 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		5000 sq ft	0 /-	37,50,000 /-	

**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>DTL Estate Pvt Ltd</b> Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Date of Incorporation:XX-XX-1XX6 , PAN No.: AAxxxxxx8J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	<b>DTL Properties Private Limited</b> Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Date of Incorporation:XX-XX-1XX6 , PAN No.: AAxxxxxx8G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	<b>DTL Home Pvt Ltd</b> Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Date of Incorporation:XX-XX-1XX6 , PAN No.: AAxxxxxx7H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
4	<b>DTL Abasan Private Limited</b> Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Date of Incorporation:XX-XX-1XX6 , PAN No.: AAxxxxxx3F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
5	<b>DTL Resources P Ltd</b> Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Sagar, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Date of Incorporation:XX-XX-1XX6 , PAN No.: AAxxxxxx0G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
6	<b>DTL Enclave Pvt Ltd</b> Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Date of Incorporation:XX-XX-1XX6 , PAN No.: AAxxxxxx6G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
7	<b>DTL Plaza Pvt Ltd</b> Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Date of Incorporation:XX-XX-1XX6 , PAN No.: AAxxxxxx5F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
8	<b>DTL Housing Pvt Ltd</b> Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Date of Incorporation:XX-XX-1XX6 , PAN No.: AAxxxxxx4E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
9	<b>DTL Developers Pvt Ltd</b> Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Date of Incorporation:XX-XX-1XX6 , PAN No.: AAxxxxxx1H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
10	<b>DTL Sky High P Ltd</b> Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Date of Incorporation:XX-XX-1XX6 , PAN No.: AAxxxxxx1B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
11	<b>DTL Propcons Pvt Ltd</b> Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Date of Incorporation:XX-XX-1XX6 , PAN No.: AAxxxxxx7D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
12	<b>DTL Planners Private Limited</b> Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Date of Incorporation:XX-XX-1XX6 , PAN No.: AAxxxxxx9D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
13	<b>DTL Niketan Private Limited</b> Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Date of Incorporation:XX-XX-1XX6 , PAN No.: AAxxxxxx8C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

14	<b>DTL Resorts Pvt Ltd</b> Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Date of Incorporation:XX-XX-1XX6 , PAN No.:: AAxxxxxx3D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
15	<b>CRI Housing Private Limited</b> Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Date of Incorporation:XX-XX-1XX6 , PAN No.:: AAxxxxxx9K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
16	<b>CRI Properties Pvt Ltd</b> Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Date of Incorporation:XX-XX-1XX6 , PAN No.:: AAxxxxxx7H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
17	<b>CRI Plaza Pvt. Ltd.</b> Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Date of Incorporation:XX-XX-1XX6 , PAN No.:: AAxxxxxx7F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
18	<b>CRI Towers Pvt Ltd</b> Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Date of Incorporation:XX-XX-1XX6 , PAN No.:: AAxxxxxx8J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
19	<b>CRI Home P Ltd</b> Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Date of Incorporation:XX-XX-1XX6 , PAN No.:: AAxxxxxx5F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
20	<b>CRI Planners Private Limited</b> Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Date of Incorporation:XX-XX-1XX6 , PAN No.:: AAxxxxxx8J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
21	<b>CRI Developers Pvt. Ltd.</b> Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Date of Incorporation:XX-XX-1XX6 , PAN No.:: AAxxxxxx5H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
22	<b>CRI Estate Pvt. Ltd.</b> Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Date of Incorporation:XX-XX-1XX6 , PAN No.:: AAxxxxxx6E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
23	<b>C R I Propcons P Ltd</b> Acropolis, 13th Floor, 1858/1 Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Date of Incorporation:XX-XX-1XX6 , PAN No.:: AAxxxxxx1D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
24	<b>CRI Resorts P Ltd</b> Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Date of Incorporation:XX-XX-1XX6 , PAN No.:: AAxxxxxx2A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
25	<b>CRI Sky High Private Limited</b> Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Date of Incorporation:XX-XX-1XX6 , PAN No.:: AAxxxxxx0C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
26	<b>CRI Niketan Pvt. Ltd.</b> Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Date of Incorporation:XX-XX-1XX6 , PAN No.:: AAxxxxxx8L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
27	<b>CRI Enclave P Ltd.</b> Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Date of Incorporation:XX-XX-1XX6 , PAN No.:: AAxxxxxx8G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative



28	<b>Cosmic Planners Pvt. Ltd.</b> Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Date of Incorporation:XX-XX-1XX6 , PAN No.: AAxxxxxx4E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
29	<b>Cosmic Home Pvt Ltd.</b> Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Date of Incorporation:XX-XX-1XX6 , PAN No.: AAxxxxxx2C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
30	<b>Cosmic Enclave Pvt. Ltd.</b> Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Date of Incorporation:XX-XX-1XX6 , PAN No.: AAxxxxxx9R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

#### Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Emami Realty Limited</b> Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Date of Incorporation:XX-XX-2XX8 , PAN No.: AAxxxxxx0P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

#### Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Mr Amit Agarwal</b> Son of Mr Jagdish Prasad Agarwal Date of Execution - 03/10/2024, , Admitted by: Self, Date of Admission: 03/10/2024, Place of Admission of Execution: Office	<b>Photo</b>  <small>Oct 3 2024 8:09PM</small>	<b>Finger Print</b>  <small>LT 03/10/2024</small>	<b>Signature</b>  <small>03/10/2024</small>
	Greenwood Sonata Complex, Newtown, City:- , P.O:- New Town, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700156, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Date of Birth:XX-XX-1XX9 , PAN No.: ACxxxxxx7A, Aadhaar No: 84xxxxxxxx2475 Status : Representative, Representative of : DTL Estate Pvt Ltd (as Authorised Signatory), DTL Properties Private Limited (as Authorised Signatory), DTL Home Pvt Ltd (as Authorised Signatory), DTL Abasan Private Limited (as Authorised Signatory), DTL Resources P Ltd (as Authorised Signatory), DTL Enclave Pvt Ltd (as Authorised Signatory), DTL Plaza Pvt Ltd (as Authorised Signatory), DTL Housing Pvt Ltd (as Authorised Signatory), DTL Developers Pvt Ltd (as Authorised Signatory), DTL Sky High P Ltd (as Authorised Signatory), DTL Propcons Pvt Ltd (as Authorised Signatory), DTL Planners Private Limited (as Authorised Signatory), DTL Niketan Private Limited (as Authorised Signatory), DTL Resorts Pvt Ltd (as Authorised Signatory), CRI Housing Private Limited (as Authorised Signatory), CRI Properties Pvt Ltd (as Authorised Signatory), CRI Plaza Pvt. Ltd. (as Authorised Signatory), CRI Towers Pvt Ltd (as Authorised Signatory), CRI Home P Ltd (as Authorised Signatory), CRI Planners Private Limited (as Authorised Signatory), CRI Developers Pvt. Ltd. (as Authorised Signatory), CRI Estate Pvt. Ltd. (as Authorised Signatory), C R I Propcons P Ltd (as Authorised Signatory), CRI Resorts P Ltd (as Authorised Signatory), CRI Sky High Private Limited (as Authorised Signatory), CRI Niketan Pvt. Ltd. (as Authorised Signatory), CRI Enclave P Ltd. (as Authorised Signatory), Cosmic Planners Pvt. Ltd. (as Authorised Signatory), Cosmic Home Pvt Ltd. (as Authorised Signatory), Cosmic Enclave Pvt. Ltd. (as Authorised Signatory)			

2	Name	Photo	Finger Print	Signature
	<b>Mr Sanjoy Kumar Mohanty (Presentant)</b> Son of Late Madhusudan Mohanty Date of Execution - 03/10/2024, Admitted by: Self, Date of Admission: 03/10/2024, Place of Admission of Execution: Office	 Oct 3 2024 6:10PM	 LTI 03/10/2024	 03/10/2024
Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, City:-, P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Date of Birth:XX-XX-1XX6, PAN No.: ADxxxxxx7B, Aadhaar No: 45xxxxxxxx2120 Status : Representative, Representative of : Emami Realty Limited (as Authorised Signatory)				
3	Name	Photo	Finger Print	Signature
	<b>Mr Sunil Kumar Pathak</b> Son of Mr Hare Ram Pathak Date of Execution - 03/10/2024, Admitted by: Self, Date of Admission: 03/10/2024, Place of Admission of Execution: Office	 Oct 3 2024 6:08PM	 LTI 03/10/2024	 03/10/2024
Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, City:-, P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Date of Birth:XX-XX-1XX2, PAN No.: AOxxxxxx6P, Aadhaar No: 73xxxxxxxx6986 Status : Representative, Representative of : DTL Estate Pvt Ltd, DTL Properties Private Limited, DTL Home Pvt Ltd, DTL Abasan Private Limited, DTL Resources P Ltd, DTL Enclave Pvt Ltd, DTL Plaza Pvt Ltd, DTL Housing Pvt Ltd, DTL Developers Pvt Ltd, DTL Sky High P Ltd, DTL Propcons Pvt Ltd, DTL Planners Private Limited, DTL Niketan Private Limited, DTL Resorts Pvt Ltd, CRI Housing Private Limited, CRI Properties Pvt Ltd, CRI Plaza Pvt. Ltd., CRI Towers Pvt Ltd, CRI Home P Ltd, CRI Planners Private Limited, CRI Developers Pvt. Ltd., CRI Estate Pvt. Ltd., C R I Propcons P Ltd, CRI Resorts P Ltd, CRI Sky High Private Limited, CRI Niketan Pvt. Ltd., CRI Enclave P Ltd., Cosmic Planners Pvt. Ltd., Cosmic Home Pvt Ltd., Cosmic Enclave Pvt. Ltd.				

#### Identifier Details :

Name	Photo	Finger Print	Signature
<b>Mr Akash Sarkar</b> Son of Mr Uttam Kumar Sarkar 6, Church Lane, Kolkata-700001, City:-Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001	 03/10/2024	 LTI 03/10/2024	 03/10/2024
Identifier Of Mr Amit Agarwal, Mr Sanjoy Kumar Mohanty, Mr Sunil Kumar Pathak			

#### Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	DTL Estate Pvt Ltd	Emami Realty Limited-13.9 Dec
2	DTL Properties Private Limited	Emami Realty Limited-13.9 Dec
3	DTL Home Pvt Ltd	Emami Realty Limited-13.9 Dec



4	DTL Abasan Private Limited	Emami Realty Limited-13.9 Dec
5	DTL Resources P Ltd	Emami Realty Limited-13.9 Dec
6	DTL Enclave Pvt Ltd	Emami Realty Limited-13.9 Dec
7	DTL Plaza Pvt Ltd	Emami Realty Limited-13.9 Dec
8	DTL Housing Pvt Ltd	Emami Realty Limited-13.9 Dec
9	DTL Developers Pvt Ltd	Emami Realty Limited-13.9 Dec
10	DTL Sky High P Ltd	Emami Realty Limited-13.9 Dec
11	DTL Propcons Pvt Ltd	Emami Realty Limited-13.9 Dec
12	DTL Planners Private Limited	Emami Realty Limited-13.9 Dec
13	DTL Niketan Private Limited	Emami Realty Limited-13.9 Dec
14	DTL Resorts Pvt Ltd	Emami Realty Limited-13.9 Dec
15	CRI Housing Private Limited	Emami Realty Limited-13.9 Dec
16	CRI Properties Pvt Ltd	Emami Realty Limited-13.9 Dec
17	CRI Plaza Pvt. Ltd.	Emami Realty Limited-13.9 Dec
18	CRI Towers Pvt Ltd	Emami Realty Limited-13.9 Dec
19	CRI Home P Ltd	Emami Realty Limited-13.9 Dec
20	CRI Planners Private Limited	Emami Realty Limited-13.9 Dec
21	CRI Developers Pvt. Ltd.	Emami Realty Limited-13.9 Dec
22	CRI Estate Pvt. Ltd.	Emami Realty Limited-13.9 Dec
23	CRI Propcons P Ltd	Emami Realty Limited-13.9 Dec
24	CRI Resorts P Ltd	Emami Realty Limited-13.9 Dec
25	CRI Sky High Private Limited	Emami Realty Limited-13.9 Dec
26	CRI Niketan Pvt. Ltd.	Emami Realty Limited-13.9 Dec
27	CRI Enclave P Ltd.	Emami Realty Limited-13.9 Dec
28	Cosmic Planners Pvt. Ltd.	Emami Realty Limited-13.9 Dec
29	Cosmic Home Pvt Ltd.	Emami Realty Limited-13.9 Dec
30	Cosmic Enclave Pvt. Ltd.	Emami Realty Limited-13.9 Dec

#### Transfer of property for L2

Sl.No	From	To, with area (Name-Area)
1	DTL Estate Pvt Ltd	Emami Realty Limited-0.266215 Dec
2	DTL Properties Private Limited	Emami Realty Limited-0.266215 Dec
3	DTL Home Pvt Ltd	Emami Realty Limited-0.266215 Dec
4	DTL Abasan Private Limited	Emami Realty Limited-0.266215 Dec
5	DTL Resources P Ltd	Emami Realty Limited-0.266215 Dec
6	DTL Enclave Pvt Ltd	Emami Realty Limited-0.266215 Dec
7	DTL Plaza Pvt Ltd	Emami Realty Limited-0.266215 Dec
8	DTL Housing Pvt Ltd	Emami Realty Limited-0.266215 Dec
9	DTL Developers Pvt Ltd	Emami Realty Limited-0.266215 Dec
10	DTL Sky High P Ltd	Emami Realty Limited-0.266215 Dec
11	DTL Propcons Pvt Ltd	Emami Realty Limited-0.266215 Dec

12	DTL Planners Private Limited	Emami Realty Limited-0.266215 Dec
13	DTL Niketan Private Limited	Emami Realty Limited-0.266215 Dec
14	DTL Resorts Pvt Ltd	Emami Realty Limited-0.266215 Dec
15	CRI Housing Private Limited	Emami Realty Limited-0.266215 Dec
16	CRI Properties Pvt Ltd	Emami Realty Limited-0.266215 Dec
17	CRI Plaza Pvt. Ltd.	Emami Realty Limited-0.266215 Dec
18	CRI Towers Pvt Ltd	Emami Realty Limited-0.266215 Dec
19	CRI Home P Ltd	Emami Realty Limited-0.266215 Dec
20	CRI Planners Private Limited	Emami Realty Limited-0.266215 Dec
21	CRI Developers Pvt. Ltd.	Emami Realty Limited-0.266215 Dec
22	CRI Estate Pvt. Ltd.	Emami Realty Limited-0.266215 Dec
23	C R I Propcons P Ltd	Emami Realty Limited-0.266215 Dec
24	CRI Resorts P Ltd	Emami Realty Limited-0.266215 Dec
25	CRI Sky High Private Limited	Emami Realty Limited-0.266215 Dec
26	CRI Niketan Pvt. Ltd.	Emami Realty Limited-0.266215 Dec
27	CRI Enclave P Ltd.	Emami Realty Limited-0.266215 Dec
28	Cosmic Planners Pvt. Ltd.	Emami Realty Limited-0.266215 Dec
29	Cosmic Home Pvt Ltd.	Emami Realty Limited-0.266215 Dec
30	Cosmic Enclave Pvt. Ltd.	Emami Realty Limited-0.266215 Dec

#### Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	DTL Estate Pvt Ltd	Emami Realty Limited-166.66666700 Sq Ft
2	DTL Properties Private Limited	Emami Realty Limited-166.66666700 Sq Ft
3	DTL Home Pvt Ltd	Emami Realty Limited-166.66666700 Sq Ft
4	DTL Abasan Private Limited	Emami Realty Limited-166.66666700 Sq Ft
5	DTL Resources P Ltd	Emami Realty Limited-166.66666700 Sq Ft
6	DTL Enclave Pvt Ltd	Emami Realty Limited-166.66666700 Sq Ft
7	DTL Plaza Pvt Ltd	Emami Realty Limited-166.66666700 Sq Ft
8	DTL Housing Pvt Ltd	Emami Realty Limited-166.66666700 Sq Ft
9	DTL Developers Pvt Ltd	Emami Realty Limited-166.66666700 Sq Ft
10	DTL Sky High P Ltd	Emami Realty Limited-166.66666700 Sq Ft
11	DTL Propcons Pvt Ltd	Emami Realty Limited-166.66666700 Sq Ft
12	DTL Planners Private Limited	Emami Realty Limited-166.66666700 Sq Ft
13	DTL Niketan Private Limited	Emami Realty Limited-166.66666700 Sq Ft
14	DTL Resorts Pvt Ltd	Emami Realty Limited-166.66666700 Sq Ft
15	CRI Housing Private Limited	Emami Realty Limited-166.66666700 Sq Ft
16	CRI Properties Pvt Ltd	Emami Realty Limited-166.66666700 Sq Ft
17	CRI Plaza Pvt. Ltd.	Emami Realty Limited-166.66666700 Sq Ft
18	CRI Towers Pvt Ltd	Emami Realty Limited-166.66666700 Sq Ft

19	CRI Home P Ltd	Emami Realty Limited-166.66666700 Sq Ft
20	CRI Planners Private Limited	Emami Realty Limited-166.66666700 Sq Ft
21	CRI Developers Pvt. Ltd.	Emami Realty Limited-166.66666700 Sq Ft
22	CRI Estate Pvt. Ltd.	Emami Realty Limited-166.66666700 Sq Ft
23	C R I Propcons P Ltd	Emami Realty Limited-166.66666700 Sq Ft
24	CRI Resorts P Ltd	Emami Realty Limited-166.66666700 Sq Ft
25	CRI Sky High Private Limited	Emami Realty Limited-166.66666700 Sq Ft
26	CRI Niketan Pvt. Ltd.	Emami Realty Limited-166.66666700 Sq Ft
27	CRI Enclave P Ltd.	Emami Realty Limited-166.66666700 Sq Ft
28	Cosmic Planners Pvt. Ltd.	Emami Realty Limited-166.66666700 Sq Ft
29	Cosmic Home Pvt Ltd.	Emami Realty Limited-166.66666700 Sq Ft
30	Cosmic Enclave Pvt. Ltd.	Emami Realty Limited-166.66666700 Sq Ft

**Endorsement For Deed Number : I - 160213958 / 2024**

On 03-10-2024

**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 18:00 hrs on 03-10-2024, at the Office of the D.S.R. -I I SOUTH 24-PARGANAS by Mr Sanjoy Kumar Mohanty .

**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 93,09,90,093/-

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

Indetified by Mr Akash Sarkar, , Son of Mr Uttam Kumar Sarkar, 6, Church Lane, Kolkata-700001, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Execution is admitted on 03-10-2024 by Mr Sanjoy Kumar Mohanty, Authorised Signatory, Emami Realty Limited (Public Limited Company), Acropolis, 13th Floor, 185B/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107

Indetified by Mr Akash Sarkar, , Son of Mr Uttam Kumar Sarkar, 6, Church Lane, Kolkata-700001, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Execution is admitted on 03-10-2024 by Mr Sunil Kumar Pathak,

Indetified by Mr Akash Sarkar, , Son of Mr Uttam Kumar Sarkar, 6, Church Lane, Kolkata-700001, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 50,053.00/- ( B = Rs 50,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 50,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/10/2024 1:19PM with Govt. Ref. No: 192024250238989828 on 03-10-2024, Amount Rs: 50,021/-, Bank: SBI EPay ( SBIEPay), Ref. No. 2704051540029 on 03-10-2024, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 75,021/-

#### Description of Stamp

1. Stamp: Type: Impressed, Serial no 014741, Amount: Rs.100.00/-, Date of Purchase: 11/09/2024, Vendor name: ANJUSHREE BANERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/10/2024 1:19PM with Govt. Ref. No: 192024250238989828 on 03-10-2024, Amount Rs: 75,021/-, Bank: SBI EPay ( SBIEPay), Ref. No. 2704051540029 on 03-10-2024, Head of Account 0030-02-103-003-02



**Suman Basu**

**DISTRICT SUB-REGISTRAR**

**OFFICE OF THE D.S.R. - I | SOUTH 24-  
PARGANAS**

**South 24-Parganas, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2024, Page from 455997 to 456051  
being No 160213958 for the year 2024.



Digitally signed by Suman Basu  
Date: 2024.10.04 20:10:58 +05:30  
Reason: Digital Signing of Deed.

(Suman Basu) 04/10/2024  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - I I SOUTH 24-PARGANAS  
West Bengal.

Dated this 3<sup>rd</sup> day of October, 2024

Between

**DTL ESTATE PRIVATE LIMITED & ORS.**

And

**EMAMI REALTY LIMITED**

**DEVELOPMENT AGREEMENT**

R. Ginodia & Co. LLP  
Advocates  
Ground Floor, 6, Church Lane,  
Kolkata – 700 001