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Development Agreement

T - 3313/17



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted by the registrar. The signature sheet/sheets and the endorsement sheet/sheets attached with this document are the part of this document.

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Additional District Sub-Registrar
 Rajarhat, New Town, North 24-Pgs

25 APR 2017

Handwritten notes:
 25.4.17
 a-0/537887

THIS AGREEMENT made this 25th day of APRIL 2017 BETWEEN
 (I) MUCHMORE VINIMAY PRIVATE LIMITED, (having CIN No. U51909WB2013PTC197936 and PAN AAICM9045Q) a Company incorporated under the

Handwritten initials

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00925
Serial No. DSP LAW ASSOCIATES
Name 4D Nicco House
Address 1B & 2 Hale Street
Kolkata - 700001

04 APR 2017

Prop-Srikant Tiwari
Licensed Stamp Vender
BACHAN GANGA
2 & 3, Bankshall Street
KOLKATA-700001

04 APR 2017



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

GRN: 19-201718-000577549-1 **Payment Mode** Online Payment
GRN Date: 24/04/2017 19:48:02 **Bank :** HDFC Bank
BRN : 321156092 **BRN Date:** 24/04/2017 19:49:11

DEPOSITOR'S DETAILS

Id No. : 15230000537887/7/2017
(Query No./Query Year)

Name : MITHIL TRADECOM PVT LTD
Contact No. : **Mobile No. :** +91 9903777003
E-mail :
Address : 1, OLD COURT HOUSE CORNER ROOM NO-104,KOLKATA-1
Applicant Name : Mr Muchmore Vininsey Private Limited
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 6

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	15230000537887/7/2017	Property Registration- Registration Fees	0030-03-104-001-16	28
2	15230000537887/7/2017	Property Registration- Stamp duty	0030-02-103-003-02	75070

In Words : Rupees Seventy Five Thousand Ninety Eight only **Total** 75098



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Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, (2) **JANNAT TRADECOM PRIVATE LIMITED**, (having CIN No. U51909WB2011PTC168295 and PAN AACJ6786H) a Company incorporated under the Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5th Floor, New B K Market, Kolkata -700071, Police Station Park Street Post office Park Street, (3) **WELLTIME TIE-UP PRIVATE LIMITED**, (having CIN No. U51909WB2011PTC168292 and PAN AABCW1467D) a Company incorporated under the Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5th Floor, New B K Market, Kolkata -700071, Police Station Park Street Post office Park Street, (4) **MEANTIME DEVELOPERS PRIVATE LIMITED**, (having CIN No. U70102WB2013PTC197930 and PAN AAICM9040M) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, (5) **DHANAASHA HOMES PRIVATE LIMITED**, (having CIN No. U70102WB2013PTC197901 and PAN AAECD8489M) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, (6) **LABHESHWARI RESIDENCY PRIVATE LIMITED**, (having CIN No. U70102WB2013PTC197925 and PAN AACCL5833B) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, (7) **VISHNUDHAM TRADECON PRIVATE LIMITED**, (having CIN No. U51909WB2013PTC197948 and PAN AAECV6279P) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street, Post office GPO, (8) **DELIGHT VINTRADE PRIVATE LIMITED**, (having CIN No. U51909WB2011PTC162951 and PAN AADCD8946Q) a Company incorporated under the Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5th Floor, New B K Market, Kolkata -700071, Police Station Park Street Post office Park Street, (9) **JAGVANDANA COMMOMDEAL PRIVATE LIMITED**, (having CIN No. U51909WB2013PTC197855 and PAN AADCJ2089G) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street, Post office GPO, (10) **MODAKPRIYA PLAZZA PRIVATE LIMITED**, (having CIN No. U70102WB2013PTC197858 and PAN AAICM9140J) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, (11) **KHUSHBOO TRADECON PRIVATE LIMITED**, (having CIN No. U51909WB2011PTC156743 and PAN AAECK1912C) a Company incorporated under the

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Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5th Floor, New B K Market, Kolkata -700071, Police Station Park Street Post office Park Street, **(12) KAILASHDHAM DEALCOM PRIVATE LIMITED**, (having CIN No. U51909WB2013PTC197856 and PAN AAFCK3580R) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street, Post office GPO, **(13) MORIYA ENCLAVE PRIVATE LIMITED**, (having CIN No. U70102WB2013PTC197841 and PAN AAICM9038P) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(14) FUNIDEA TOWERS PRIVATE LIMITED**, (having CIN No. U70102WB2013PTC197849 and PAN AACCF2955Q) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street, Post office GPO, **(15) SAFAL TRADECOM PRIVATE LIMITED**, (having CIN No. U51909WB2011PTC168288 and PAN AAQCS4075A) a Company incorporated under the Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5th Floor, New B K Market, Kolkata -700071, Police Station Park Street Post office Park Street, **(16) PANCHDHAN VYAPAAR PRIVATE LIMITED**, (having CIN No. U51909WB2013PTC197908 and PAN AAHCP4433A) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(17) PRANIT VINIMAY PRIVATE LIMITED**, (having CIN No. U51909WB2011PTC156733 and PAN AAFCP7874F) a Company incorporated under the Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5th Floor, New B K Market, Kolkata -700071, Police Station Park Street Post office Park Street, **(18) KARAN VINIMAY PRIVATE LIMITED**, (having CIN No. U51909WB2011PTC156741 and PAN AAECK1913D) a Company incorporated under the Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5th Floor, New B K Market, Kolkata -700071, Police Station Park Street Post office Park Street, **(19) MEANTIME DEALCOM PRIVATE LIMITED**, (having CIN No. U51909WB2013PTC197850 and PAN AAICM9076B) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(20) ASPIRE DEALERS PRIVATE LIMITED**, (having CIN No. U51909WB2011PTC168313 and PAN AAJCA8756B) a Company incorporated under the Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5th Floor, New B K Market, Kolkata -700071, Police Station Park Street Post office Park Street, **(21) MANINAGAR DEALCOM PRIVATE LIMITED**, (having CIN No. U51909WB2013PTC197929 and PAN AAICM9039N) a Company incorporated under the



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Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(22) AAREN VINIMAY PRIVATE LIMITED**, (having CIN No. U51909WB2011PTC156742 and PAN AAJCA0782B) a Company incorporated under the Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5th Floor, New B K Market, Kolkata -700071, Police Station Park Street Post office Park Street, **(23) PRIMARY COMMODEAL PRIVATE LIMITED**, (having CIN No. U51909WB2011PTC162933 and PAN AAGCP0901Q) a Company incorporated under the Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5th Floor, New B K Market, Kolkata -700071, Police Station Park Street Post office Park Street, **(24) OVERGROW PLAZZA PRIVATE LIMITED**, (having CIN No. U70102WB2013PTC197830 and PAN AABCO9200G) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(25) NIRMALKUNJ HIGHRISE PRIVATE LIMITED**, (having CIN No. U70102WB2013PTC197949 and PAN AAECN5007D) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(26) MANGALNAYAK HOMES PRIVATE LIMITED**, (having CIN No. U70102WB2013PTC197851 and PAN AAICM9077A) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street Post office GPO, **(27) HIGHVIEW VINIMAY PRIVATE LIMITED**, (having CIN No. U51909WB2011PTC164279 and PAN AACCH6949J), a Company incorporated under the Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5th Floor, New B K Market, Kolkata -700071, Police Station Park Street Post office Park Street, **(28) TEENLOK NIRMAN PRIVATE LIMITED**, (having CIN No. U70102WB2013PTC197843 and PAN AAECT8146R) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(29) AANYA COMMOTRADE PRIVATE LIMITED**, (having CIN No. U51909WB2011PTC156744 and PAN AAJCA0781C) a Company incorporated under the Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5th Floor, New B K Market, Kolkata -700071, Police Station Park Street Post office Park Street, **(30) MAKELIFE PROMOTERS PRIVATE LIMITED**, (having CIN: U70102WB2013PTC197928 and PAN AAICM9015E) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(31) MURLIDHAR DEALCOM PRIVATE LIMITED**, (having CIN: U51909WB2013PTC197937 and PAN AAICM9041L) a Company incorporated under the



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Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street, Post office GPO, **(32) ROSELIFE PLAZZA PRIVATE LIMITED**, (having CIN: U70102WB2013PTC197842 and PAN AAGCR6643B) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(33) RANGARANG DEALCOM PRIVATE LIMITED**, (having CIN: U51909WB2013PTC197906 and PAN AAGCR6733G) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street, Post office GPO, **(34) LINKSTAR APARTMENTS PRIVATE LIMITED**, (having CIN: U70102WB2013PTC197831 and PAN AACCL5834G) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(35) LAXMIDHAN VINCOM PRIVATE LIMITED**, (having CIN: U51909WB2013PTC197907 and PAN AACCL5845K) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(36) LABHESHWARI COMMODEAL PRIVATE LIMITED**, (having CIN: U51909WB2013PTC197840 and PAN AACCL5832A) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street Post office GPO, **(37) KESARINANDAN VYAPAR PRIVATE LIMITED**, (having CIN: U51909WB2013PTC197927 and PAN AAFCK3532P) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street Post office GPO, **(38) KAILASHDHAM RESIDENCY PRIVATE LIMITED**, (having CIN: U70102WB2013PTC197904 and PAN AAFCK3552M) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(39) FUNIDEA DEALCOMM PRIVATE LIMITED**, (having CIN: U51909WB2013PTC197902 and PAN AACCF2956P) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(40) DHANAASHA COMMODEAL PRIVATE LIMITED**, (having CIN: U51909WB2013PTC197829 and PAN AAECD8448E) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(41) ARROWLINE COMMODEAL PRIVATE LIMITED**, (having CIN: U51909WB2013PTC197881 and



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PAN AAMCA1369F) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(42) APNAPAN TRADECOM PRIVATE LIMITED**, (having CIN: U51909WB2013PTC197926 and PAN AAMCA1320L) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(43) LINKPLAN RESIDENCY PRIVATE LIMITED**, (having CIN: U70102WB2013PTC197865 and PAN AACCL5842Q) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(44) MITHIL TRADECOM PRIVATE LIMITED**, (CIN No. U51909WB2013PTC197857 and having PAN AAICM9139R) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(45) BLUESNOW NIKETAN PRIVATE LIMITED**, (CIN No. U70102WB2013PTC197854 and having PAN AAFCB7118N) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(46) SUBHKARI DEALCOM PRIVATE LIMITED**, (CIN No. U51909WB2013PTC197909 and having PAN AATCS8398H) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(47) BRIJDHARA TRADECOM PRIVATE LIMITED**, (CIN No. U51909WB2013PTC197882 and having PAN AAFCB7081C) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(48) JAGVANDANA CONSTRUCTIONS PRIVATE LIMITED**, (CIN No. U70102WB2013PTC197903 and having PAN AADCJ2068D) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(49) DEEPSHIKA VINCOM PRIVATE LIMITED**, (CIN No. U51909WB2013PTC197900 and having PAN AAECD8488L) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(50) BOSSLIFE ENCLAVE PRIVATE LIMITED**, (CIN No. U70102WB2013PTC197863 and having PAN AAFCB7080D) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **And (51) NIRMALMAYA COMMODEAL PRIVATE LIMITED**, (having CIN



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U51909WB2013PTC197947 and PAN AAECN5008N) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street, Post office GPO all represented by their Authorized Signatory Mr. Navin Kumar Jhunjhunwala son of Mr. Sushil Kumar Jhunjhunwala of P 199, C. I. T. Road, Scheme - VII Kolkata - 700054, Police Station: Kankurgachi, Post Office:Kankurgachi (having PAN ACTPJ8281H) hereinafter collectively referred to as "the **OWNERS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective successors or successors-in-office and/or assigns) of the **ONE PART AND RISHINOX BUILDWELL LLP**, (having PAN AAVFR1692Q) a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at Unit 306, DLF Galleria, New Town, Rajarhat, Police Station Newtown, Post Office Rajarhat, Kolkata-700156 represented by its Authorised Signatory Biswajit Bhattasali son of Birendra Chandra Bhattasali of Zeosh Kutir, Kodbetala, Kali Mandir, Patulia, Kolkata 700119, Police Station Khardah, Post Office Patulia (having PAN AKXPB8344H) hereinafter referred to as "the **DEVELOPER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or assigns) of the **OTHER PART**:

PART-I # DEFINITIONS:

- I. Unless in this agreement there be something contrary or repugnant to the subject or context:-
 - (a) "**Building Complex**" shall mean and include the said premises and the New Buildings thereat with the Common Areas and Installations;
 - (b) "**Building Plans**" shall mean the plan for construction of the New Buildings to be caused to be sanctioned by the Developer in the name and on behalf of the Owners from the Appropriate Authorities and include all modifications and/or alterations as may be made thereto.
 - (c) "**Common Areas and Installations**" shall according to the context mean and include the areas installations and facilities comprised in and for the individual Buildings and the said premises as may be expressed or intended by the Developer from time to time for use in common with rights to the Developer to keep any part or parts of the common areas and installations as being meant for use by the specified category of Transferees and such other persons as the Developer may deem fit and proper and for the purpose of

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illustration includes those mentioned in the **SECOND SCHEDULE** hereunder written;

- (d) **"Individual Buildings"** shall mean the several individual buildings to be constructed from time to time at the said premises;
- (e) **"Internal Agreed Proportion"** shall mean the proportion of sharing of the Owners' Allocation inter se amongst the Owners as mentioned in the **FOURTH SCHEDULE** hereto.
- (f) **"Transfer"** shall include transfers by sale, lease, letting out, grants, exclusive rights, delivery of possession or otherwise;
- (g) **"Owners' Allocation"** shall according to the context mean 05% (five percent) of the Realizations in respect of the Building Complex and include 05% of the unsold Transferable Area if so allocated amongst the parties in terms hereof.
- (h) **"Developer's Allocation"** shall according to the context mean 95% (ninety five percent) of the Realizations in respect of the Building Complex and include 95% of the unsold Transferable Area if so allocated amongst the parties in terms hereof.
- (i) **"Agreed Ratio"** shall mean the ratio of sharing or distribution between the Owners and the Developer which shall be 05% belonging to the Owners and 95% belonging to the Developer.
- (j) **"Project"** shall mean the development of the Building Complex and Transfer of the same;
- (k) **"Realization"** shall mean the amounts received against Transfer of the Units and Parking Spaces and other saleable areas from time to time after excluding the Transfer costs as mentioned in clause 11 hereto but shall not include any amounts received on account of Extras and Deposits.
- (l) **"said premises"** shall mean the pieces or parcels of land at Mouza Kalikapur fully described in the **FIRST SCHEDULE** hereunder written.

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- (m) **"Transferable Areas"** shall mean the Units, Parking Spaces and anything comprised in the Building Complex which is commercially exploited including by adding to the chargeable super built-up area or otherwise.
- (n) **"Transferees"** shall mean the buyers who from time to time purchase or agreed to purchase any Unit in the Building Complex;
- (o) **"Units"** shall mean the independent and self-contained flats, offices, shops, and other constructed spaces in the New Building at the said premises capable of being exclusively held used or occupied by a person;

PART-II # RECITALS:

- 2. **WHEREAS** the Land Owners have purchased parts and/or shares of several pieces and parcels of lands which all together constitute the said premises;
- 2.1. **AND WHEREAS** the Owners in common desired to cause a consolidated development of the said premises from developers and promoters for mutual benefit.
- 2.2. **AND WHEREAS** upon mutual discussions and negotiations between the parties, it was agreed and decided by and between them that the Developer would be appointed as the developer for the Building Complex project at the said premises who would construct the same exclusively at its costs and expenses and would also have exclusive rights to Transfer the same and it was further agreed that in the Building Complex and Realizations therefrom, the Owners would be entitled to 5% (five percent) (to be shared by them in the Internal Agreed Ratio) and the Developer would be entitled to 95% (ninety five percent).
- 2.3. To avoid possible disputes and differences in future between the parties desired to record into writing the terms and conditions agreed between them as contained in this agreement.

PART-III # WITNESSETH:

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

- 3. **DEVELOPMENT AND CONSTRUCTION:**






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- 3.1. The Owners do hereby appoint the Developer and grant to the Developer the exclusive rights and authority to develop the said premises and construct the Building Complex thereon and to Transfer the same for mutual benefit of the parties as contained herein and for the consideration and on the terms and conditions hereinafter contained.
- 3.2. The Developer by virtue of the appointment made hereunder shall be solely entitled to develop the said premises and to look after, supervise, manage and administer the progress and day to day work of construction of the Building Complex.
- 3.3. The Owners do hereby agree to contribute their respective areas in the said premises for the purpose of development of the Building Complex and its Transfer.
- 3.4. In the Building Complex, the Owners shall be entitled to the Owners' Allocation and the Developer shall be entitled to the Developer's Allocation.
- 3.5. The Developer agrees to develop the said premises in the manner hereinafter mentioned and to provide or cause to be provided all requisite workmanship, materials, technical know how for the same and to pay the costs and expenses thereof in the manner mentioned hereinafter.
- 3.6. The Building Complex shall be constructed and completed by the Developer in the manner and as per the Building Plans and Specifications herein agreed at the Developer's cost.
- 3.7. Each of the promises herein shall be the consideration for the other.

4. LICENSE TO ENTER:

- 4.1. With effect from the date hereof the Developer shall have the license to enter upon the said premises to carry out all works required for the development and Transfer of the Building Complex and allied and ancillary purposes.

5. OBLIGATIONS OF OWNERS: In connection with the said premises, the Owners shall be bound to comply with and meet the following criterions and requirements:

- (a) The said premises and each part thereof is and shall be free of and from of Encumbrances and in case any Encumbrance arises or is detected in respect of the said premises or any part thereof at any time or in case any defect or

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deficiency in the title of the said premises arises or is detected at any time or there is any claim of possession or occupation by any person in respect of the said premises at any time, the same shall be rectified and cured by the Owners. However, the proceedings of road alignment shall be dealt with and tackled by the Developer at its own costs and expenses.

- (b) In case the records of the B.L. & L.R.O, Panchayat/Municipality or any other concerned authority require any correction or rectification or change, the Owners shall cause the same.
 - (c) The Owners shall apply for and obtain any approval, permission, No Objection Certificates and/or clearances that may be required for making the said premises fit for sanction of plans and its development as envisaged herein and also those that may be required in respect of the ownership and title of the said premises.
 - (d) The Owners shall pay and clear upto date khajana and panchayat tax, if any outstanding;
 - (e) The Owners shall assist the Developer in obtaining Conversion of the land to the nature of use commensurate with the Building Complex.
6. **SECURITY DEPOSIT AND REFUND:** The Developer has agreed to pay to the Owners a sum of Rs.94,75,000/- (Rupees Ninety four lacs seventy five thousand) only as security deposit free of interest (hereinafter referred to as "the **Security Deposit Amount**") simultaneously with the execution hereof. The said Security Deposit Amount shall be free of interest and refundable by the Owners to the Developer upon completion of the Building Complex.
7. **TITLE DEEDS:** All original documents of title relating to the said premises exclusively shall be delivered by the Owners to the Developer simultaneously with the execution of this agreement.
- 7.1. Both parties shall be entitled from time to time and at all times to produce, give copies and extracts of and from the said original documents of title before government and semi government bodies and authorities, municipal and land authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi judicial forums, service providers, transferees in the Building Complex and financial





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institutions providing finance to the Developer and Transferees and other persons and authorities as may be required..

8. SURVEY, SANCTION AND MODIFICATION OF BUILDING PLANS:

- 8.1. The Developer shall at its own cost and expenses cause to be prepared the proposed plans and send a copy of the same to the Owners. The Owners shall within 15 days of receiving the proposed plans offer their suggestions, if any, thereon to the Developer for the consideration of the Architects. The decision of the Architect as to the incorporation of the suggestion of the Owners to the proposed plans shall be final and binding on the parties.
- 8.2. The Developer shall be entitled from time to time to cause modifications and alterations to the new building plans or revised building plans in such manner and to such extent as the Developer may, deem fit and proper but with the consent of the Architect. All fees, costs, charges and expenses in respect of such modifications and alterations shall be borne and paid by the Developer.
- 8.3. With effect from the date of execution hereof the Developer shall be entitled at its own costs to cause survey and soil testing work at the said premises and other preparatory works relating to the sanction of plans for the New Building.
- 8.4. The Developer shall at its own costs and expenses deal with the execution and/or implementation of the road alignment of the Government and to represent the Owners fully and in all manner in respect thereof to be best advantage of the development of the Building Complex.

9. CONSTRUCTION OF THE BUILDING COMPLEX:

- 9.1. The Developer shall from time to time be entitled to demolish the existing structures at the said premises and the net proceeds that may be realized out of the sale of debris shall belong to the Owners.
- 9.2. The Developer shall construct and build the Building Complex at the said premises in accordance with the building plans and to do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules of the Appropriate Authority in force at the relevant time. The construction shall be done by the Developer in strict compliance of the legal requirements.

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- 9.3. The Developer shall construct erect and complete the Building Complex in a good and workman like manner with good quality of materials and shall construct and finish the Owners' Allocation in accordance with the Specifications mentioned in the **THIRD SCHEDULE** hereto save as may be modified or altered by mutual consent or approval of the Architect.
- 9.4. The Developer shall apply for and to obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the Building Complex, at its own cost.
- 9.5. The Developer shall be authorised and empowered in its own name and also in the name of the Owners, insofar as may be necessary, to apply for and obtain all permission, approval and clearances from any authority whether local, state or central for the construction of the Building Complex and also to sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the appropriate authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the said premises or any portion thereof and/or for obtaining any utilities and permissions.
- 9.6. The Developer shall be entitled to procure (either in its name or in the names of the Owners as may be deemed fit and proper by the Developer at its sole discretion and convenience) all building and construction materials, fittings, fixtures, common installations etc. (viz. steel, cement, sand, bricks, lift, water pump, sanitary fittings etc.), construction equipments and/or any type of machinery required (viz. crusher, mixer, tools etc.) for construction of the Building Complex and to return the same upon completion of the necessary works or if it is found to be defective or procured in excess.
- 9.7. The Architect and entire team of people required for execution of the Building Complex shall be such person as may be selected and appointed by the Developer in its sole discretion. The Developer shall be entitled from time to time to appoint Development Managers, engineers, consultants, planners, advisors, designers, experts and other persons of its choice as may be necessary. The Developer shall also appoint engage and employ such contractors, sub-contractors, engineers, labourers, mistries, caretakers, guards and other staff and employees and at such remuneration and on such terms and conditions as be deemed necessary by the Developer and wherever required, to revoke such appointments from time to time or





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at any point of time. All persons employed by the Developer for the purpose of construction shall be the persons under appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc.

- 9.8. The construction work shall be carried out in phases as per the discretion of the Developer.
- 9.9. The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the Building Complex and obtaining inputs, utilities and facilities therein.
- 9.10. The Developer shall deal with the New Town Development Authority, HIDCO, Gram Panchayet, Zila Parishad, Fire Brigade, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, the Authorised Officer under the West Bengal (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993, Pollution Control Authorities, B.L.& L.R.O., and other authorities under the West Bengal Land Reforms Act, Insurance Companies and authorities, Police Authorities, CESC Limited and also all other authorities and Government Departments and/or its officers and also all other State Executives Judicial or Quasi Judicial, Municipal and other authorities and persons in all manner and for all purposes connected with the development or Transfer of the Building Complex or anyway connected therewith.
- 9.11. The Developer shall not violate any panchayet or development authority or other statutory rules and laws and always abide by and observe all the rules and procedures and practices usually followed in making construction of buildings. The Owners will not be responsible for any laches and/or lapses on the part of the Developer.
- 9.12. All costs and expenses for sanctioning of plans (including fees of the Architects and all fees costs and charges payable for sanction, modification, alteration and/or revision of building plans), all costs of construction and development of the said premises in terms hereof shall be borne and paid by the Developer and the Owners shall not be required to pay or contribute any amount on such account.
- 9.13. The Owners shall fully cooperate with and assist the Developer and shall sign execute register and deliver all papers, plans, affidavits, indemnity, undertakings, declarations, powers etc., as may be required by the Developer therefor and shall



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also sign execute register and deliver the said papers and do all acts deeds and things as may be required by the Developer therefor and also for the purposes herein contained.

10. TRANSFER:

- 10.1. The Owners do hereby appoint the Developer and grant to the Developer the exclusive rights and authority to Transfer the entire Building Complex on behalf of itself and on behalf of the Owners on the terms and conditions hereinafter contained.
- 10.2. The Owners agrees to sell and transfer their undivided shares in the land of the said premises and all and whatever its entire share right title and interest in the Building Complex to the Transferees and other transferees of the Building Complex in such parts or shares as the Developer may nominate or require.
- 10.3. The Developer shall be entitled to advertise for Transfer of the Units, Parking Spaces and other saleable spaces/constructed areas in the Building Complex in all media and to negotiate and settle the price and other terms of transfer with intending Transferees.
- 10.4. The Developer shall be entitled to appoint brokers, sub-brokers and other agents for sale and transfer of the Units and Parking Spaces in the Building/s at such remuneration and on such terms and conditions as it may deem fit and proper.
- 10.5. The Developer shall accept bookings of any Unit, Parking Space or other saleable space/constructed area in the Building Complex in favour of any Unit Purchaser and if necessary to cancel revoke or withdraw any such booking.
- 10.6. The Developer shall be entitled to receive the entire Realizations including earnest money, part payments, consideration, Extras, Deposits and other amounts on any account receivable from the Transferees and other persons in respect of the Building Complex or any part or share thereof in its own name and shall give receipts for the same which shall fully bind all the parties hereto.
- 10.7. The consideration for which the Developer shall open the bookings and/or for which the Units, Parking Spaces and other saleable areas will be transferred by the Developer shall be such as be determined by the Developer from time to time in consultation with the Transfer agents appointed for the purpose.

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- 10.8. The agreements, receipts, confirmations, applications, sale deeds, final deeds of transfer and other documents relating to Transfer of the Units, Parking Spaces and other saleable/transferable areas shall be executed by the Developer on behalf of itself and the Owners and the Owners do hereby authorize and empower the Developer fully and in all manner with regard thereto and also agree to execute and/or register one or more powers of attorney from time to time in favour of the Developer as may be required or found necessary and shall not revoke the same during the subsistence of this agreement.
- 10.9. All documents of transfer or otherwise shall be such as be drafted by DSP Law Associates., Advocates of 4D Nicco House, 1B & 2 Hare Street, Kolkata-700001.
- 10.10. **Transfer Costs:** All costs of brokerage, commission and like other amounts relating to Transfer as also any interest, damage or compensation payable to any Unit Purchaser or other person relating to the Building Complex shall be payable by the parties according to their respective shares in the Realization from the Building Complex and consequently be deducted while calculating the amount of the Total Realization.

11. REALIZATION AND DISTRIBUTION:

- 11.1. In mutual consideration of the Owners agreeing to contribute the said premises and their respective areas therein and to allowing and granting to the Developer the exclusive right to develop the Building Complex at the said premises as contained herein and of the Developer agreeing to carry out the development and Transfer in respect of the Building Complex and incurring the several costs in respect thereof as mentioned herein and doing the several acts deeds and things in pursuance hereof, the parties agree as follows:-
- (a) The Owners shall be entitled, in the Internal Agreed Ratio, to a specific 05% (five percent) of the total realization from the Building Complex;
 - (b) The Developer shall be entitled to the entirety of the balance of the total realization.
- 11.2. The Developer shall pay to the Owners its 05% of the Total Realization from the Building Complex on a quarterly basis according to English Calendar and the payments for any quarter shall be made in respect of the total realizations during such quarter and within 15 days of the close of the concerned quarter.

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- 11.3. All payments made by the Developer to the Owners shall be subject to any errors or omissions and the consequent accounting and settlement when detected. Further, in case due to cancellation of any booking or agreements/contracts or any other reason, any part of the Realization becomes refundable or payable to any Unit Purchaser and/or any interest or compensation is payable to any Unit Purchaser or any other person in connection with the Building Complex or any part thereof, the share of the Owners therein shall be adjustable out of the future payments to be made by the Developer to the Owners and in case no such future payment is due, the same shall be paid by the Owners to the Developer.
- 11.4. The Developer shall maintain proper accounts pertaining to the transactions specified hereunder and in general to the Building Complex. The Owners shall have at all times full and free access and liberty to inspect such separate Books of Accounts of the Developer. For the purpose of accounting and settlement the parties shall, if so required by the Developer or found necessary, make all necessary entries and adjustments in their respective books of accounts in respect of their respective shares of the incomings and outgoings of and from the Building Complex.
- 11.5. After fulfillment of this agreement or at such time as the parties mutually agree, the final accounts pertaining to the entire period of continuance of this agreement shall be made and finalized by the parties.
- 11.6. The accounts of the Building Complex as on any given date shall be deemed to be final and accepted, (save for any errors or omissions on the face of the record) if no objection from any party is received in respect thereon within 45 days of such given date.
- 11.7. Any Extras and Deposits that may be taken from the Transferees shall be taken and utilized separately by the Developer and the Owners shall have no concern therewith.
12. **DATE OF COMPLETION:**
- 12.1. **Time for completion:** Subject to force majeure and subject to the Owners not being in default in compliance of their obligations hereunder, the Developer shall construct the Building Complex in multiple phases as per its planning within 72 (seventy-two) months from the date of sanction of Building Plans with a grace period of 12 (twelve) months (hereinafter referred to as "the **Grace Period**").





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12.2. Force majeure shall mean general riot, war, tempest, civil commotion, strike or any other acts of God, shortage of materials, litigations, changes in law and any other reason beyond the control of the Developer.

13. **DEFAULTS AND DIVISION OF THE BUILDING COMPLEX:**

13.1. If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out its obligations under this agreement or to extend full cooperation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by them from the defaulting party without prejudice to its other rights hereunder.

13.2. This agreement and contract shall not be cancelled by either party and the parties will refer to any disputes or differences between them to the Arbitration Tribunal as morefully provided hereinafter and accept and abide by the award made therein.

13.3. In case all the entities comprising the Owners notifies the Developer in writing by giving 30 clear days notice, that it wants to be allocated with separate allocation and areas or in case the parties by mutual consent agree to divide and allocate separate areas in the Building Complex, then the following allocations and terms and conditions shall apply:-

(a) The Owners in their Internal Agreed Ratio would be allocated and be entitled to specific 05% of the total super built-up area to comprise in the unsold Units and 05% of unalienated car parking spaces in the Building Complex and save the same the Building Complex shall be allocated and belong to the Developer.

(b) The location of the Units and car parking spaces to belong to the Owners jointly in their Internal Agreed Ratio would be mutually finalized by the parties and the areas to be allotted to the Owners would automatically form part of the Owner's Allocation. The Owners would jointly be entitled to proportionate undivided share in the land comprised in the said premises and in the Common Areas and Installations as properties attributable and appurtenant to the Owners' Allocation and would be liable to convey and transfer their remaining proportionate undivided share in the land comprised in the said premises to the Developer and/or its nominee or nominees.

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- (c) The Developer shall be deemed to have been appointed by the Owners as developer in respect of the construction of the Owners' Allocation which together with proportionate undivided share in the land of the said premises shall constitute the Owners' allocation and all other properties benefits and rights of the Owners in the Building Complex belonging to or to which the Owners becomes or can claim any share right title or interest by virtue of their ownership of the said premises shall be and be deemed to have belonged to the Developer as the Developer's allocation;
 - (d) After taking into account the total amounts until then paid by the Developer to the Owners until then and the amounts actually if any actually received by the Developer in respect of the Transfer of the Owners' Allocation, if the Developer is found to have paid less amount, the Developer shall pay the deficit same to the Owners and if the Developer is found to have paid more amount, the Owners shall reimburse the same to the Developer.
- 13.4. In case the Building Complex is not completed within the agreed and extended periods, then within 30 days of the Owners notifying the Developer in writing thereabout, the construction and completion of the Building Complex shall thenceforth be taken over by the Owners and caused to be done through any contractor and the proceeds from the Transfer shall be thenceforth received by the Owners and the Owners shall reimburse the costs of construction incurred by the Developer until take over by the Owners after deducting a sum equivalent to 25% thereof as pre-determined liquidated damages.

14. **COVENANTS** :

- 14.1. The Owners hereby declare and confirm that all acts deeds and things done by the Developer in respect of the Transfer of the Transferable Areas shall be fully binding on the Owners and each of them and the same shall always be deemed to have been done by the Developer for and on behalf of itself and the Owners. The receipts or acknowledgements issued by the Developer shall bind the Owners to the extent of its share of the amounts therein.
- 14.2. The Owners agree and covenant with the Developer not to cause any interference or hindrance in the development and/or Transfer of the Building Complex at the said property and not to do any act deed or thing whereby the rights of the Developer hereunder may be affected or the Developer is prevented from making or proceeding

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with the construction of the Building Complex or Transfer the same or doing and carrying out the other acts contemplated herein.

15. **MISCELLANEOUS:**

- 15.1. The parties shall form Maintenance Company and/or one or more Association for the Common Purposes of management and maintenance of the Building Complex and collection and disbursement of common expenses and till such time as the Association or Maintenance Company is formed and handed over the charge of administering the Common Purposes or such other time as the Developer may desire, the Developer or its nominee shall be in charge of the administration for the Common Purposes.
- 15.2. All calculations pertaining to carpet area, built-up area, super built-up area and other areas shall be done on uniform principles by the Developer in respect of the Units and other concerned areas of the Building Complex. The Developer shall decide the exact nature of the Common Areas and Installations in the Building Complex and shall be entitled to add or alter the same from time to time and to identify and transfer exclusive areas in the Building Complex to the interest buyers and transferees thereof.
- 15.3. For all or any of the purposes mentioned herein, the Owners shall fully co-operate with the Developer in all manner and sign execute submit and/or deliver all applications papers documents as may be required of by the Developer from time to time at the cost and expenses of the Developer.
- 15.4. It is further expressly clarified that notwithstanding any amalgamation, merger, demerger etc., of any of the parties, this agreement as well as the Power/s of Attorney to be executed by the parties in pursuance hereof, shall remain valid and effective and automatically bind all the successors or successors-in-office of the parties.
- 15.5. The Owners do hereby also agree and permit the Developer to obtain loans or finances in respect of construction of the Building Complex and also to get the Building Complex at the said premises approved from Banks and/or the Financial Institutions (viz Life Insurance Corporation of India, Housing Development Finance Corporation Limited, SBI Home Finance Limited, National Housing Bank etc.) to enable the persons interested in acquiring and owning Units, Parking Spaces, and

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other constructed areas or saleable spaces comprised in the Building Complex to take loans from any such Banks or Financial Institutions.

16. POWERS OF ATTORNEY AND OTHER POWERS:

- 16.1. The Owners shall simultaneously with the execution of these presents execute and/or register one or more Powers of Attorney in favour of the Developer or its authorized representatives granting all necessary powers and authorities with regard to the purposes provided in this agreement or arising herefrom. If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned above, the Owners shall grant the same to the Developer and/or its authorized representatives.
- 16.2. While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owners in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe on the rights of the Owners and/or go against the spirit of this agreement.
- 16.3. It is clarified that nothing contained in the Power or Powers of Attorney to be so granted shall in any way absolve the Owners from complying with their obligations hereunder nor from compensating the Developer against any loss or damage, if any, that may be suffered by the Developer owing to delay or default in such compliance of their obligations.
- 16.4. The power or powers of attorney shall form a part of this agreement and remain irrevocable.
- 16.5. It is understood that to facilitate the construction and Transfer of the Building Complex, various acts deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.

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16.6. The said building Complex shall be known by such name as be such as decided by the Developer.

17. ACQUISITION OF NEIGHBOURING PROPERTIES AND RELATED

TERMS: Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the parties hereto that the Developer is and shall be free to negotiate with the owners of neighbouring other properties on any side of the said premises and to acquire the same or enter into any contract or arrangement with such owners and -

- (a) to develop the same jointly with the said premises under combined or separate building plans;
- (b) to consume the FAR allowable in respect of the said neighbouring property (independently or consequent to amalgamation or joint development as the case may be) in any building or construction at the said premises and vice versa;
- (c) amalgamate the same with the said premises, if required and vice versa;
- (d) to share any common areas, passages and installations, any electricity, water, generator, drainage, sewerage and other utilities and facilities in the Building Complex in respect of any development or activity at the said neighbouring properties and versa;
- (e) to use and utilise the permissions clearances certificates obtained for the Building Complex in respect of any development or activity at the said neighbouring properties and vice versa;
- (f) to earmark any development as part of any phase.

17.2. The Owners hereby consent and agree for amalgamation and/or otherwise joint development in terms of clause 17.1 above and further agrees and accepts that all and entire FAR and other benefits allowable in respect of any construction or other utilization arising due to the Developer acquiring any such neighbouring other properties (independently or consequent to amalgamation or joint development as the case may be) and irrespective of the same being utilized in the said premises, shall entirely and exclusively belong to the Developer alone and the Developer hereby agrees that the entitlement of the Owner as regards 5% of the total

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constructed area that could be sanctioned in respect of the said premises as per the laws then in force shall not be affected due to any such inclusion of other properties in the development and the Owner's Allocation shall then comprise in such of the buildings in the combined properties, as may be mutually agreed between the parties within one month from the sanction of Building Plans in respect thereof.

- 17.3. The Owners agree to co-operate with the Developer fully and in all manner and to sign execute and/or register by and at the costs of the Developer, any deed of exchange or any other agreements or contracts to give effect to the provisions contained in clauses 17.1, 17.2 and their sub-clauses above and to do all acts deeds and things as may be required by and at the cost of the Developer in this behalf.

18. **GENERAL:**

- 18.1. In case of any dispute difference or question arising between the parties under this agreement or with regard to the provisions of this agreement or interpretation of the terms and conditions or provisions herein contained or anything done in pursuance hereof, the same shall be referred to the arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the award made upon such arbitration shall be final and binding on the parties hereto. The Arbitrator/s shall be at liberty to proceed summarily and make interim awards.
- 18.2. Courts having territorial jurisdiction on the said premises alone shall have the jurisdiction to entertain try and determine all actions suits proceedings arising out of these presents between the parties hereto (including the arbitration proceedings).
- 18.3. Any notice required to be given by any of the parties hereto on the other shall without prejudice to any other mode of service available be deemed to have been served on the other party if sent by prepaid registered post with acknowledgment due to the above address of the party to whom it is addressed or such other address as be notified in writing from time to time.

PART-IV # SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

(said premises)

ALL THAT pieces or parcels of land containing an area of 4.94 acre or 494 Sataks more or less comprised in R.S. and LR Dag Nos. 1061 (area 48 satak), 1062 (area 46 Satak),

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1063 (39 satak) , 1064 (07 satak), 1065 (area 07 satak), 1067 (area 6 satak), 1074 (area 05 satak), 1076 (28 satak), 1077 (26 satak), 1078 (area 29 satak), 1079 (area 35 satak), 1080 (area 37 satak), 1083 (area 05 satak), 1084 (area 21 satak), and portions of L.R. Dag Nos. 1075 (area 19 out of 32 satak), 1081 (area 6 satak out of 11 satak), 1082 (area 11 satak out of 14 satak), 1085 (06 satak out of 19 satak), 1086 (area 44 satak out of 58 satak), 1087 (50 out of 88 satak) and 1088 (19 satak out of 28 satak) recorded in L.R. Khatian Nos.3111, 3112, 3113, 3114, 3115, 3116, 3117, 3118, 3119, 3120, 3121, 3122, 3123, 3124, 3125, 3126, 3127, 3129, 3130, 3131, 3132, 3133, 3134, 3135, 3136, 3137, 3138, 3139, 3140, 2991, 2992, 2993, 2994, 2995, 2996, 2997, 2998, 2999, 3000, 3001, 3002, 3003, 2858, 2859, 2860, 2861, 2862, 2863, 2864, 3149 and 3054 in Mouza Kalikapur, J. L. No. 40 under Police Station Rajarhat Pin Code 700135 in the District of North 24 Parganas and out of the same the Owners own the following areas:

SL NO.	NAME OF THE COMPANY	SATAK
1	MUCHMORE VINIMAY PRIVATE LIMITED	09
2	JANNAT TRADECOM PRIVATE LIMITED	10
3	WELLTIME TIE-UP PRIVATE LIMITED	10
4	MEANTIME DEVELOPERS PRIVATE LIMITED	10
5	DHANAASHA HOMES PRIVATE LIMITED	09
6	LABHESHWARI RESIDENCY PRIVATE LIMITED	09
7	VISHNUDHAM TRADECON PRIVATE LIMITED	10
8	DELIGHT VINTRADE PRIVATE LIMITED	10
9	JAGVANDANA COMMODEAL PRIVATE LIMITED	09
10	MODAKPRIYA PLAZZA PRIVATE LIMITED	10
11	KHUSHBOO TRADECON PRIVATE LIMITED	10
12	KAILASHDHAM DEALCOM PRIVATE LIMITED	09
13	MORIYA ENCLAVE PRIVATE LIMITED	10
14	FUNIDEA TOWERS PRIVATE LIMITED	09
15	SAFAL TRADECOM PRIVATE LIMITED	10
16	PANCHDHAN VYAPAAR PRIVATE LIMITED	10
17	PRANIT VINIMAY PRIVATE LIMITED	10
18	KARAN VINIMAY PRIVATE LIMITED	10
19	MEANTIME DEALCOM PRIVATE LIMITED	10
20	ASPIRE DEALERS PRIVATE LIMITED	10
21	MANINAGAR DEALCOM PRIVATE LIMITED	09
22	AAREN VINIMAY PRIVATE LIMITED	10
23	PRIMARY COMMODEAL PRIVATE LIMITED	10
24	OVERGROW PLAZZA PRIVATE LIMITED	09
25	NIRMALKUNJ HIGHRISE PRIVATE LIMITED	09

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26	MANGALNAYAK HOMES PRIVATE LIMITED	10
27	HIGHVIEW VINIMAY PRIVATE LIMITED	10
28	TEENLOK NIRMAN PRIVATE LIMITED	10
29	AANYA COMMOTRADE PRIVATE LIMITED	10
30	MAKELIFE PROMOTERS PRIVATE LIMITED	10
31	MURLIDHAR DEALCOM PRIVATE LIMITED	10
32	ROSELIFE PLAZZA PRIVATE LIMITED	10
33	RANGARANG DEALCOM PRIVATE LIMITED	10
34	LINKSTAR APARTMENTS PRIVATE LIMITED	10
35	LAXMIDHAN VINCOM PRIVATE LIMITED	10
36	LABHESHWARI COMMODEAL PRIVATE LIMITED	10
37	KESARINANDAN VYAPAR PRIVATE LIMITED	10
38	KAILASHDHAM RESIDENCY PRIVATE LIMITED	10
39	FUNIDEA DEALCOMM PRIVATE LIMITED	10
40	DHANAASHA COMMODEAL PRIVATE LIMITED	10
41	ARROWLINE COMMODEAL PRIVATE LIMITED	10
42	APNAPAN TRADECOM PRIVATE LIMITED	10
43	LINKPLAN RESIDENCY PRIVATE LIMITED	10
44	MITHIL TRADECOM PRIVATE LIMITED	10
45	BLUESNOW NIKETAN PRIVATE LIMITED	10
46	SUBHKARI DEALCOM PRIVATE LIMITED	10
47	BRIDHARA TRADECOM PRIVATE LIMITED	10
48	JAGVANDANA CONSTRUCTIONS PRIVATE LIMITED	10
49	DEEPSHIKA VINCOM PRIVATE LIMITED	10
50	BOSSLIFE ENCLAVE PRIVATE LIMITED	10
51	NIRMALMAYA COMMODEAL PRIVATE LIMITED	03
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THE SECOND SCHEDULE ABOVE REFERRED TO:

(COMMON AREAS AND INSTALLATIONS)

Common Areas & Installations at the Designated Block:

1. Staircases, landings and passage with glass panes and stair-cover on the ultimate roof.

Handwritten initials/signature



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2. Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the two lifts of the Designated Block.
3. Electrical installations with main switch and meter and space required therefore in the Building
4. Over head water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the Building.
5. Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.
6. Such other areas, installations and/or facilities as the Vendors may from time to time specify to form part of the Common Areas and Installations of the Designated Block

B. Common Areas & Installations at the Building Complex:

1. Electrical installations and the accessories and wirings in respect of the Building Complex and the space required therefore, if installed (and if installed then at extra costs as specified herein).
2. Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Buildings.
3. Water waste and sewerage evacuation pipes and drains from the several buildings to the municipal drains.
4. Such other areas, installations and/or facilities as the Vendors may from time to time specify to form part of the Common Areas and Installations of the Building Complex

THE THIRD SCHEDULE ABOVE REFERRED TO:

(SPECIFICATIONS)

- A. STRUCTURE:** The building shall be constructed with RCC framed in accordance with the plan and drawing prepared by the Architects and sanctioned by the relevant authorities.

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B. FLOORING : Flooring in the rooms of the Units shall be of vitrified tiles.

C. UNIT:

1. Flooring : Floor tiles/bare shell
2. Walls : Plaster of Paris/bare shell finish
3. Windows : Aluminium Sliding Glass windows
4. Electrical : Copper concealed insulated wiring, ISI mark, semi modular switches
5. Plumbing : concealed pipes, white sanitary wares in toilet along with CP fittings.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(INTERNAL AGREED RATIO)

SL NO.	Name of the Company	%age of each company out of total 5%
1	MUCHMORE VINIMAY PRIVATE LIMITED	0.0700
2	JANNAT TRADECOM PRIVATE LIMITED	0.0700
3	WELLTIME TIE-UP PRIVATE LIMITED	0.0700
4	MEANTIME DEVELOPERS PRIVATE LIMITED	0.0700
5	DHANAASHA HOMES PRIVATE LIMITED	0.0700
6	LABHESHWARI RESIDENCY PRIVATE LIMITED	0.0700
7	VISHNUDHAM TRADECON PRIVATE LIMITED	0.0700
8	DELIGHT VINTRADE PRIVATE LIMITED	0.0700
9	JAGVANDANA COMMODEAL PRIVATE LIMITED	0.0700
10	MODAKPRIYA PLAZZA PRIVATE LIMITED	0.0700
11	KHUSHBOO TRADECON PRIVATE LIMITED	0.0700
12	KAILASHDHAM DEALCOM PRIVATE LIMITED	0.0700
13	MORIYA ENCLAVE PRIVATE LIMITED	0.0700
14	FUNIDEA TOWERS PRIVATE LIMITED	0.0700
15	SAFAL TRADECOM PRIVATE LIMITED	0.0700
16	PANCHDHAN VYAPAAR PRIVATE LIMITED	0.0700
17	PRANIT VINIMAY PRIVATE LIMITED	0.0700

Handwritten initials and a checkmark.



Additional District Sub-Registrar
Rajarhat, New Town, North 24 Pgs

25 APR 2017

18	KARAN VINIMAY PRIVATE LIMITED	0.0700
19	MEANTIME DEALCOM PRIVATE LIMITED	0.0700
20	ASPIRE DEALERS PRIVATE LIMITED	0.0700
21	MANINAGAR DEALCOM PRIVATE LIMITED	0.0700
22	AAREN VINIMAY PRIVATE LIMITED	0.0700
23	PRIMARY COMMODEAL PRIVATE LIMITED	0.0700
24	OVERGROW PLAZZA PRIVATE LIMITED	0.0700
25	NIRMALKUNJ HIGHRISE PRIVATE LIMITED	0.0700
26	MANGALNAYAK HOMES PRIVATE LIMITED	0.0700
27	HIGHVIEW VINIMAY PRIVATE LIMITED	0.0700
28	TEENLOK NIRMAN PRIVATE LIMITED	0.0700
29	AANYA COMMOTRADE PRIVATE LIMITED	0.0700
30	MAKELIFE PROMOTERS PRIVATE LIMITED	0.0700
31	MURLIDHAR DEALCOM PRIVATE LIMITED	0.0700
32	ROSELIFE PLAZZA PRIVATE LIMITED	0.0700
33	RANGARANG DEALCOM PRIVATE LIMITED	0.0700
34	LINKSTAR APPARTMENTS PRIVATE LIMITED	0.0700
35	LAXMIDHAN VINCOM PRIVATE LIMITED	0.0700
36	LABHESHWARI COMMODEAL PRIVATE LIMITED	0.0700
37	KESARINANDAN VYAPAR PRIVATE LIMITED	0.0700
38	KAILASHDHAM RESIDENCY PRIVATE LIMITED	0.0700
39	FUNIDEA DEALCOMM PRIVATE LIMITED	0.0700
40	DHANAASHA COMMODEAL PRIVATE LIMITED	0.0700
41	ARROWLINE COMMODEAL PRIVATE LIMITED	0.0700
42	APNAPAN TRADECOM PRIVATE LIMITED	0.0700
43	LINKPLAN RESIDENCY PRIVATE LIMITED	0.0700
44	MITHIL TRADECOM PRIVATE LIMITED	0.7500
45	BLUESNOW NIKETAN PRIVATE LIMITED	0.2000
46	SUBHKARI DEALCOM PRIVATE LIMITED	0.1600
47	BRIJDHARA TRADECOM PRIVATE LIMITED	0.2000
48	JAGVANDANA CONSTRUCTIONS PRIVATE LIMITED	0.2000
49	DEEPSHIKA VINCOM PRIVATE LIMITED	0.2000
50	BOSSLIFE ENCLAVE PRIVATE LIMITED	0.2000
51	NIRMALMAYA COMMODEAL PRIVATE LIMITED	0.0800
	Total	5.0000





Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs

25 APR 2017

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

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

Saurabh Bothra
(SAURABH BOTHRA)

Subhan Nankar
CL-DSP Law Associates.
4B, Nico House
1562, Hare Street
Kolkata-700011.

For MUCHMORE VINIMAY PVT. LTD.

Muhammad Shauqatullah
Authorized Signatory

(Muchmore Vinimay Private Limited)

JANNAT TRADECOM PVT. LTD.

Muhammad Shauqatullah
Authorized Signatory

(Jannat Tradecom Private Limited)

WELLTIME TIE-UP PVT. LTD.

Muhammad Shauqatullah
Authorized Signatory

(Welltime Tie-Up Private Limited)

For MEANTIME DEVELOPERS PVT. LTD.

Muhammad Shauqatullah
Authorized Signatory

(Meantime Developers Private Limited)

For DHANAASHA HOMES PVT. LTD.

Muhammad Shauqatullah
Authorized Signatory

(Dhanaasha Homes Private Limited)

For LABHESHWARI RESIDENCY PVT. LTD.

Muhammad Shauqatullah
Authorized Signatory

(Labheshwari Residency Private Limited)

For VISHNUDHAM TRADECON PVT. LTD.

Muhammad Shauqatullah
Authorized Signatory

(Vishnudham Tradecon Private Limited)

DELIGHT VINTRADE PRIVATE LIMITED

Muhammad Shauqatullah
Authorized Signatory

(Delight Vintrade Private Limited)

For JAGVANDANA COMMODEAL PVT. LTD.

Muhammad Shauqatullah
Authorized Signatory

(Jagvandana Commodeal Private Limited)

For MODAKPRIYA PLAZZA PVT. LTD.

Muhammad Shauqatullah
Authorized Signatory

(Modakpriya Plaza Private Limited)

KHUSHBOO TRADECON PVT. LTD.

Muhammad Shauqatullah
Authorized Signatory

(Khushboo Tradecon Private Limited)

For KAILASHDHAM DEALCOM PVT. LTD.

Muhammad Shauqatullah
Authorized Signatory

(Kailashdham Dealcom Private Limited)



Additional District Sub-Registrar
Rajerhat, New Town, North 24-Pgs

25 APR 2017

For MORIYA ENCLAVE PVT. LTD.

(Signature)
Authorised Signatory

12 (Moriya Enclave Private Limited)

For FUNIDEA TOWERS PVT. LTD.

(Signature)
Authorised Signatory

13 (Funidea Towers Private Limited)

SAFAL TRADECOM PVT. LTD.

(Signature)
Authorised Signatory

14 (Safal Tradecom Private Limited)

For PANCHDHAN VYAPAAR PVT. LTD.

(Signature)
Authorised Signatory

15 (Panchdhan Vyapaar Private Limited)

PRANIT VINIMAY PVT. LTD.

(Signature)
Authorised Signatory

16 (Pranit Vinimay Private Limited)

KARAN VINIMAY PVT. LTD.

(Signature)
Authorised Signatory

17 (Karan Vinimay Private Limited)

For MEANTIME DEALCOM PVT. LTD.

(Signature)
Authorised Signatory

18 (Meantime Dealcom Private Limited)

ASPIRE DEALERS PVT. LTD.

(Signature)
Authorised Signatory

19 (Aspire Dealers Private Limited)

For MANINAGAR DEALCOM PVT. LTD.

(Signature)
Authorised Signatory

20 (Maninagar Dealcom Private Limited)

AAREN VINIMAY PVT. LTD.

(Signature)
Authorised Signatory

21 (Aaren Vinimay Private Limited)

PRIMARY COMMODOAL PRIVATE LIMITED

(Signature)
Authorised Signatory

22 (Primary Commodeal Private Limited)

For OVERGROW PLAZZA PVT. LTD.

(Signature)
Authorised Signatory

23 (Overgrow Plaza Private Limited)

For NIRMALKUNJ HIGHRISE PVT. LTD.

(Signature)
Authorised Signatory

24 (Nirmalkunj Highrise Private Limited)

For MANGALNAYAK HOMES PVT. LTD.

(Signature)
Authorised Signatory

25 (Mangalnayak Homes Private Limited)

HIGHVIEW VINIMAY PRIVATE LIMITED

(Signature)
Authorised Signatory

26 (Highview Vinimay Private Limited)

For TEENLOK NIRMAN PVT. LTD.

(Signature)
Authorised Signatory

27 (Teenlok Nirman Private Limited)



Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs

25 APR 2017

AANYA COMMOTRADE PVT. LTD.

(Signature)
Authorized Signatory

39 (Aanya Commotrade Private Limited)

For MAKELIFE PROMOTERS PVT. LTD.

(Signature)
Authorized Signatory

30 (Makelife Promoters Private Limited)

For MURLIDHAR DEALCOM PVT. LTD.

(Signature)
Authorized Signatory

36 (Murlidhar Dealcom Private Limited)

For ROSELIFE PLAZZA PVT. LTD.

(Signature)
Authorized Signatory

37 (Roselife Plaza Private limited)

For RANGARANG DEALCOM PVT. LTD.

(Signature)
Authorized Signatory

37 (Rangarang Dealcom Private Limited)

For LINKSTAR APPARTMENTS PVT. LTD.

(Signature)
Authorized Signatory

31 (Linkstar Appartments Private Limited)

For LAXMIDHAN VINCOM PVT. LTD.

(Signature)
Authorized Signatory

37 (Laxmidhan Vincom Private Limited)

For LABHESHWARI COMMODEAL PVT. LTD.

(Signature)
Authorized Signatory

34 (Labheshwari Commodeal Private Limited)

For KESARINANDAN VYAPAR PVT. LTD.

(Signature)
Authorized Signatory

37 (Kesarinandan Vyapar Private Limited)

For KAILASHDHAM RESIDENCY PVT. LTD.

(Signature)
Authorized Signatory

35 (Kailashdham Residency Private Limited)

For FUNIDEA DEALOOM PVT. LTD.

(Signature)
Authorized Signatory

30 (Funidea Dealcomm Private Limited)

For DHANAASHA COMMODEAL PVT. LTD.

(Signature)
Authorized Signatory

30 (Dhanaasha Commodeal Private Limited)

For ARROWLINE COMMODEAL PVT. LTD.

(Signature)
Authorized Signatory

31 (Arrowline Commodeal Private Limited)

For APNAPAN TRADECOM PVT. LTD.

(Signature)
Authorized Signatory

31 (Apnapan Tradecom Private Limited)

For LINKPLAN RESIDENCY PVT. LTD.

(Signature)
Authorized Signatory

33 (Linkplan Residency Private Limited)

MITHIL TRADECOM PVT. LTD.

(Signature)
Authorized Signatory

31 (Mithil Tradecom Private Limited)



Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs

25 APR 2017

For BLUESNOW NIKETAN PVT. LTD.

[Signature]
Authorized Signatory

45 (Bluesnow Niketan Private Limited)

For SUBHKARI DEALCOM PVT. LTD.

[Signature]
Authorized Signatory

46 (Subhkari Dealcom Private Limited)

For BRIJDHARA TRADECOM PVT. LTD.

[Signature]
Authorized Signatory

47 (Brijdhara Tradecom Private Limited)

For JAGYANDANA CONSTRUCTIONS PVT. LTD.

[Signature]
Authorized Signatory

48 (Jagvandana Constructions Private Limited)

For DEEPSHIKA VINCOM PVT. LTD.

[Signature]
Authorized Signatory

49 (Deepshika Vincom Private Limited)

For BOSSLIFE ENCLAVE PVT. LTD.

[Signature]
Authorized Signatory

50 (BossLife Enclave Private Limited)

For NIRMALMAYA COMMODEAL PVT. LTD.

[Signature]
Authorized Signatory

51 (Nirmalmaya Commodeal Private Limited)

SIGNED SEALED AND DELIVERED by the
withinnamed DEVELOPER at Kolkata in the
presence of:

[Signature]
(SAURABH BOTHRA)

DLF GALLERIA,
UNIT-306, Premises no. 02-0124
Action Area-1B New Town
Kolkata- 700156.

Subho Nankar.

RISHINOX BUILDWELL LLP.












[Signature]
Authorized Signatory












Drafted by
Samar Chakraborty
WB 1758 of 1995
for DSP Law Associates
1B & 2 Hare Street -
Kolkata - 700001



Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs

25 APR 2017

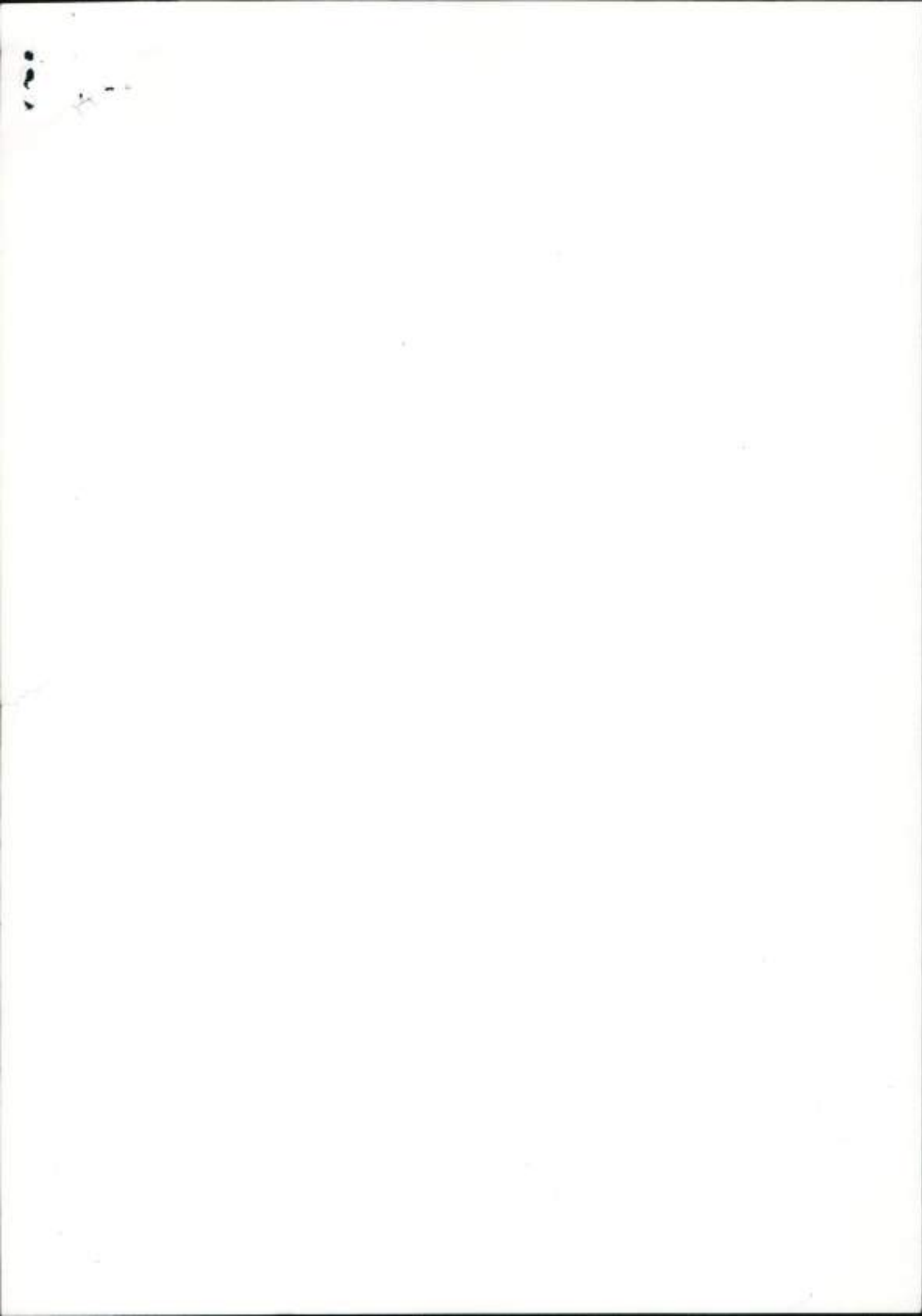
<i>Finger prints of the executant</i>					
					
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little

<i>Finger prints of the executant</i>					
					
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little



Additional District Sub-Registrar
Rajarhat, New Town, North 24 Pgs

25 APR 2017



DATED THIS 25th DAY OF APRIL 2017

BETWEEN

MUCHMORE VINIMAY PRIVATE LIMITED
& ORS.

... OWNERS

AND

RISHINOX BUILDWELL LLP

... DEVELOPER

AGREEMENT