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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

Certified that the document is admitted to registration. The signature of the District Sub-Registrar-II and the endorsement affixed hereon with this document are the part of the document. **AE 447985**

[Signature]
District Sub-Registrar-II
Alipore, South 24 Parganas

04 AUG 2021

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("this Agreement") is made at Kolkata on this 4th day of August, Two Thousand and Twenty One

BY AND BETWEEN

BEGONIA ENCLAVES PRIVATE LIMITED (having Income Tax PAN: AAFCP0700J and CIN U45400WB2009PTC135083), a company incorporated under the Companies Act, 1956 and an existing company within the meaning of Companies Act, 2013, having its registered

[Handwritten signature]
4/8/21

1243178/21

Q 2

039736

No..... Sold to Radical Nirman P. Ltd.
Address..... 2A, Grant Lane,
Rs..... Kol-12
Date..... 18/06/2024

SIPRA DEY

Licence No.: 18A

Code : 1070

1, N. S. Road, Kolkata- 700 001



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Mayank Tadi
S/o Bimal k. Tadi
67, Gobindapur Rd.
Kol-45
Business

office at 1977, Rajdanga Main Road, 1st Floor, GE-05, 1st Floor, Police Station - Kasba, Post Office -Anandapur, Kolkata - 700107 represented by one of its Directors Mrs. Sujata Gupta, daughter of Mr. Sasanka Sekhar Bhadra (having DIN-06463794, Income Tax PAN : AHBPG6293M, Aadhaar No. 7283 4804 7549) residing at 15A, Swinhoe Street, Police Station - Gariahat, Post Office - Ballygunge, Kolkata - 700 019 (hereinafter referred to as "**OWNER**" or "**First Party**", which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and/or office) of the **ONE PART**

AND

RADICAL NIRMANS PRIVATE LIMITED (having Income Tax PAN -AADCR5694P and CIN U45200WB2007PTC112416), a company incorporated under the Companies Act, 1956 and an existing company within the meaning of Companies Act, 2013, having its registered office at 2A, Grant Lane, 5th Floor, Room No. 5F, Police Station and Post Office- Bowbazar, Kolkata-700012 and represented by one of its Directors Mr. Aditya Todi, son of Late Satyapal Todi, (having DIN - 01914193, Income Tax PAN-ABUPT9283D Aadhaar No. 2089 8974 3402) residing at 49/51, Prince Golam Mohammed Shah Road, Police Station-Golf Green (previously Jadavpur), Post Office -Tollygunge, Kolkata-700 033 (hereinafter referred to as "**DEVELOPER**" or "**Second Party**", which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and/or office) of the **OTHER PART**:

Owner and the Developer are hereinafter collectively referred to as "**the Parties**" and individually as "**the Party**", as the context may require.

WHEREAS:

- A. By an Indenture of Conveyance dated June 1, 2009 made between M/s. Machino (India) being represented by (i) Smt. Anindita Sanyal, (ii) Smt. Shuvra Chowdhury, (iii) Sri Shuva Chowdhury and (iv) Miss Srimoyee Chowdhury as vendors therein and M/s. Pitrashish Enclaves Private Limited as purchaser therein and registered with the District Sub-Registrar- IV, South 24-Parganas, in Book No. I, CD Volume No. 7, Pages 4130 to 4146, Being No. 02626 for the year 2009, the said Anindita Sanyal & three others for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the Purchaser thereto **ALL THAT** piece and parcel of land admeasuring 20 Cottahs out of which 6 Cottahs 3 Chittacks comprised in R. S. Dag No. 588, L. R. Dag No. 673 under R. S. Khatian No. 464/982; 8 Cottahs 1 Chittack in R. S. Dag No. 582/1560, L. R. Dag No. 672 under R. S. Khatian No. 325 and 5 Cottahs 12 Chittacks comprised in R. S. Dag No. 587, L. R. Dag No. 670 under R. S.



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Khatian No. 839, in Mouza- Ramchandrapur, J. L. No. 58, R. S. No. 228, Touzi No. 114, Police Station- Sonarpur within the limits of Bon-Hooghly 1 No. Gram Panchayat, District- 24-Parganas (South).

- B. By another Indenture of Conveyance dated October 11, 2010 made between Smt. Chamely Tanti (Mondal) as vendor therein and M/s. Pitrashish Enclaves Private Limited as purchaser therein and registered with the Additional District Sub-Registrar, Sonarpur, in Book No. I, CD Volume No. 29, Pages 2866 to 2879, Being No. 11830 for the year 2010, the said Chamely Tanti (Mondal) for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the Purchaser thereto **ALL THAT** piece and parcel of land admeasuring 1 Cottah 8 Chittacks and 37 Square Feet out of 41 Decimal comprised in R. S. Dag No. 590, L. R. Dag No. 676 under Khatian No. 332 to Khanda R. S. Khatian No. 965, L. R. Khatian No. 423 in Mouza- Ramchandrapur, J. L. No. 58, R. S. No. 228, Touzi No. 114, Police Station- Sonarpur within the limits of Bon-Hooghly 1 No. Gram Panchayat, District- 24-Parganas (South).
- C. By another Indenture of Conveyance dated August 6, 2010 made between Smt. Ranu Roy as vendor therein and M/s. Pitrashish Enclaves Private Limited as purchaser therein and registered with the Additional District Sub-Registrar, Sonarpur, in Book No. I, CD Volume No. 24, Pages 3762 to 3774, Being No. 09435 for the year 2010, the said Smt. Ranu Roy for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the Purchaser thereto **ALL THAT** piece and parcel of land admeasuring 1 Cottah 8 Chittacks and 19 Square Feet out of 41 Decimal comprised in R. S. Dag No. 590, L. R. Dag No. 676 under Khatian No. 332 to R. S. Khatian No. 965, L. R. Khatian No. 423 in Mouza- Ramchandrapur, J. L. No. 58, R. S. No. 228, Touzi No. 114, Police Station- Sonarpur within the limits of Bon-Hooghly 1 No. Gram Panchayat, District- 24-Parganas (South).
- D. By another Indenture of Conveyance dated June 22, 2010 made between (i) Sri Soumen Mukherjee and (ii) Sri Jayanta Mukherjee as vendors therein and M/s. Pitrashish Enclaves Private Limited as purchaser therein and registered with the Additional District Sub-Registrar, Sonarpur, in Book No. I, CD Volume No. 20, Pages 3310 to 3324, Being No. 07543 for the year 2010, the said Sri Soumen Mukherjee & Another for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the Purchaser thereto **ALL THAT** piece and parcel of land admeasuring 5 Cottahs 14 Chittacks out of which 5 Cottahs 5 Chittacks comprised in R. S. Dag No. 591, L. R. Dag No. 677 under R. S. Khatian No. 617 to Khanda Khatian No. 867, 893, 895 and 897 and 9 Chittacks out of 50 Decimals comprised in R. S. Dag No. 592, L. R. Dag No. 678, R. S. Khatian No. 284 to Khanda



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Khatian No. 960 in Mouza- Ramchandrapur, J. L. No. 58, R. S. No. 228, Touzi No. 114, Police Station- Sonarpur within the limits of Bon-Hooghly 1 No. Gram Panchayat, District- 24-Parganas (South).

- E. By another Indenture of Conveyance dated June 4, 2010 made between Sri Subrata Chatterjee as vendor therein and M/s. Pitrashish Enclaves Private Limited as purchaser therein and registered with the Additional District Sub-Registrar, Sonarpur, in Book No. I, CD Volume No. 18, Pages 4422 to 4439, Being No. 06606 for the year 2010, the said Sri Subrata Chatterjee for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the Purchaser thereto **ALL THAT** piece and parcel of land admeasuring 1 Cottah 8 Chittacks comprised in R. S. Dag No. 590 and 592, L. R. Dag No. 676 and 678 under R. S. Khatian No. 332 in Mouza- Ramchandrapur, J. L. No. 58, R. S. No. 228, Touzi No. 114, Police Station- Sonarpur within the limits of Bon-Hooghly 1 No. Gram Panchayat, District- 24-Parganas (South).
- F. By another Indenture of Conveyance dated June 22, 2010 made between Sri Manik Das as vendor therein and M/s. Pitrashish Enclaves Private Limited as purchaser therein and registered with the Additional District Sub-Registrar, Sonarpur, in Book No. I, CD Volume No. 20, Pages 3281 to 3294, Being No. 07540 for the year 2010, the said Sri Manik Das for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the Purchaser thereto **ALL THAT** piece and parcel of land admeasuring 1 Cottah 13 Chittacks and 16 Square Feet comprised in R. S. Dag No. 590, L. R. Dag No. 676 under R. S. Khatian No. 332, L. R. Khatian No. 423 in Mouza- Ramchandrapur, J. L. No. 58, R. S. No. 228, Touzi No. 114, Police Station- Sonarpur within the limits of Bon-Hooghly 1 No. Gram Panchayat, District- 24-Parganas (South).
- G. By another Indenture of Conveyance dated June 4, 2010 made between Smt. Jaya Naskar as vendor therein and M/s. Pitrashish Enclaves Private Limited as purchaser therein and registered with the Additional District Sub-Registrar, Sonarpur, in Book No. I, CD Volume No. 18, Pages 4404 to 4421, Being No. 06605 for the year 2010, the said Smt. Jaya Naskar for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the Purchaser thereto **ALL THAT** piece and parcel of land admeasuring 2 Cottahs comprised in R. S. Dag No. 590, L. R. Dag No. 676 under R. S. Khatian No. 332, L. R. Khatian No. 423 in Mouza- Ramchandrapur, J. L. No. 58, R. S. No. 228, Touzi No. 114, Police Station- Sonarpur within the limits of Bon-Hooghly 1 No. Gram Panchayat, District- 24-Parganas (South).






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- H. By another Indenture of Conveyance dated August 6, 2010 made between Sri Basudeb Pramanik as vendor therein and M/s. Pitrashish Enclaves Private Limited as purchaser therein and registered with the Additional District Sub-Registrar, Sonarpur, in Book No. I, CD Volume No. 24, Pages 3845 to 3858, Being No. 09443 for the year 2010, the said Sri Basudeb Pramanik for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the Purchaser thereto **ALL THAT** piece and parcel of land admeasuring 2 Cottahs 2 Chittacks and 12 Square Feet comprised in R. S. Dag No. 590, L. R. Dag No. 676 under R. S. Khatian No. 332 to Khanda R. S. Khatian No. 965, L. R. Khatian No. 423 in Mouza-Ramchandrapur, J. L. No. 58, R. S. No. 228, Touzi No. 114, Police Station- Sonarpur within the limits of Bon-Hooghly 1 No. Gram Panchayat, District- 24-Parganas (South).
- I. By another Indenture of Conveyance dated June 22, 2010 made between (i) Sri Soumen Mukherjee and (ii) Sri Jayanta Mukherjee as vendors therein and M/s. Pitrashish Enclaves Private Limited as purchaser therein and registered with the Additional District Sub-Registrar, Sonarpur, in Book No. I, CD Volume No. 20, Pages 3295 to 3309, Being No. 07541 for the year 2010, the said Sri Soumen Mukherjee & Another for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the Purchaser thereto **ALL THAT** piece and parcel of land admeasuring 5 Cottahs 13 Chittacks out of which 5 Cottahs 1 Chittack and 10 Square Feet out of 16 Decimals land comprised in R. S. Dag No. 591, L. R. Dag No. 677 under R. S. Khatian No. 617 to Khanda Khatian No. 867, 893, 895 and 897 and 11 Chittacks and 35 Square Feet out of 50 Decimals comprised in R. S. Dag No. 592, L. R. Dag No. 678, R. S. Khatian No. 284 to Khanda Khatian No. 960 in Mouza-Ramchandrapur, J. L. No. 58, R. S. No. 228, Touzi No. 114, Police Station- Sonarpur within the limits of Bon-Hooghly 1 No. Gram Panchayat, District- 24-Parganas (South).
- J. By another registered Bengali Saf-Bikray Kobala dated October 4, 1982 made between Sri Tinkari Bhattacharya (Ganguly) as vendor therein and M/s. Synthetic India, a proprietorship firm of Sri Pijush Sengupta as purchaser therein and registered with the Additional District Sub-Registrar, Sonarpur, in Book No. I, Volume No. 345, Pages 298 to 306, Being No. 13388 for the year 1982, the said Sri Tinkari Bhattacharya (Ganguly) for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the Purchaser thereto **ALL THAT** piece and parcel of land admeasuring 20 Cottahs out of which 6 Cottahs 1 Chittack comprised in R. S. Dag No. 600/1559, L. R. Dag No. 674; 1 Cottah 6 Chittacks comprised in R. S. Dag No. 588, L. R. Dag No. 673 under R. S. Khatian No. 464/982 and 12 Cottahs 9 Chittacks comprised in R. S. Dag No. 587, L. R. Dag No. 670, R. S. Khatian No. 939 in




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Mouza- Ramchandrapur, J. L. No. 58, R. S. No. 228, Touzi No. 114, Police Station- Sonarpur within the limits of Bon-Hooghly 1 No. Gram Panchayat, District- 24-Parganas (South). Subsequently, M/s. Synthetic India merged with Hydroxide India Private Limited which subsequently merged with M/s. Pitrashish Enclaves Private Limited.

- K. Being absolutely seized and/or possessed of or otherwise well and sufficiently entitled to 62 Cottahs 3 Chittacks and 39 Square Feet of land comprised in R. S. Dag Nos. 587, 582/1560, 588, 600/1559, 590, 591 and 592, L. R. Dag Nos. 670, 672, 673, 674, 676, 677 and 678, L. R. Khatian No. 2445, J. L. No. 58 within Mouza-Ramchandrapur, Police Station- Sonarpur, District- 24-Parganas (South), Pin-700 103 M/s. Pitrashish Enclaves Private Limited (hereinafter referred to as the "said land"), morefully described in the First Schedule hereunder written, as the absolute Owner thereof free from all encumbrances whatsoever mutated its name in the Record of Rights and was in use, occupation, enjoyment and possession thereof.
- L. Subsequently, M/s. Pitrashish Enclaves Private Limited applied for change of name before the Registrar of Companies, Kolkata whereupon vide Certificate of Incorporation Pursuant to Change of Name dated November 17, 2014, the name of M/s. Pitrashish Enclaves Private Limited was changed to Begonia Enclaves Private Limited, the Owner herein.
- M. On or about June 11, 2018, the Owner herein entered into a Development Agreement with one Jeet Nirman Private Limited registered in the office of the District Sub-Registrar- IV, South 24-Parganas and recorded in Book No. I, CD Volume No. 1604-2018, Pages from 125387 to 125436, Being No. 160403661 for the year 2018 for development of the said land. Simultaneously, with the execution of the said Development Agreement, the Owner herein also executed a Power of Attorney registered in the office of the District Sub-Registrar- IV, South 24-Parganas and recorded in Book No. I, CD Volume No. 1604-2018, Pages from 123064 to 123091, Being No. 160404191 for the year 2018.
- N. Inasmuch as, no progress could be made in pursuance to the said Development Agreement dated June 11, 2018, by a registered Deed of Cancellation of Development Agreement and Revocation of Development Power of Attorney both dated March 3, 2021 executed between the First Party and Jeet Nirman Private Limited registered in the office of the District Sub-Registrar-IV, Alipore, District-24 Parganas (South) and recorded in Book No. I, CD Volume No. 1604-2021, Pages from 68762 to 68784, Being No. 160401694 for the year 2021 and Book No. IV, CD Volume No. 1604-2021, Pages from 1146 to 1165, Being No. 160400034 for the year 2021 respectively, the said




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Development Agreement and Power of Attorney both dated June 11, 2018 were declared cancelled and null and void.

- O. The First Party decided to cause to be constructed several blocks of LIG Housing Project on the said land and to commercially exploit the same and as the First Party does not possess skill, knowledge or experience of constructing building(s) or brand for commercial exploitation of the same, the First Party was looking for a Developer who had skill, expertise, in-depth know-how, considerable experience and a dedicated team of professionals for planning, design, conceptualisation, construction, development, marketing, branding and commercially exploit the new buildings.
- P. The Second Party, who has been engaged in the business of undertaking development of real estate in and around the city of Kolkata and has considerable skill and expertise and a dedicated team of professionals at its command for the purpose of carrying out development of real estate and construction of building complexes, approached the First Party to enter into a Development Agreement with it to fulfill the object of the First Party as aforesaid on joint venture basis and upon mutual discussions and negotiations and decided, inter-alia, as follows:
- (i) the First Party hereby appoint the Second Party as the Developer for sanction of plan, construction, marketing and commercial exploitation of LIG Housing Project on the said land;
 - (ii) the First Party would allow the Second Party for obtaining sanction of plan, carrying out construction, marketing and commercial exploitation of the several blocks of LIG buildings on the said land on joint venture basis in the ratio of 36:64;
 - (iii) the finance required for construction of such buildings would be met by the Second Party itself or through Construction Finance (defined below) to be arranged by the Second Party;
 - (iv) The saleable areas of the Project would be shared by the First Party and the Second Party as per the ratio of 36:64. The Second Party shall be entitled to proportionate share in the land comprised in the Project as well as in the common areas, common portions, common facilities and common amenities therein.




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- Q. The following steps for development of the land and implementing constructing of the new buildings thereat have to be taken:
- (a) The First Party shall provide encroachment free access to the land for undertaking construction activities immediately after the signing of this agreement;
 - (b) the Building Plan would be prepared by the Architects for construction of LIG Housing Project having units of various sizes and specifications on the said land along with car parking spaces and the same would be submitted to the concerned Municipal authority/Panchayat Samity for sanction.
- R. The Parties are desirous of recording the terms and conditions agreed between them with regard to appointment of the Second Party by First Party for development, management, marketing, construction and completion of the Project (defined below) at the said land as contained in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS AND UNDERSTANDINGS SET FORTH IN THIS AGREEMENT AND OTHER GOOD AND VALUABLE CONSIDERATION (THE ADEQUACY OF WHICH ARE HEREBY MUTUALLY ACKNOWLEDGED), THE PARTIES WITH THE INTENT TO BE LEGALLY BOUND HEREBY AGREE as follows:

1. INTERPRETATION

1.1 Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below unless otherwise specified:

- 1.1.1 **"Applicable Law"** shall mean any statute, treaty, law, code, regulation, ordinance, rule, judgment, order, decree, bye-law, approval of any governmental authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law in the State of West Bengal, of any of the foregoing by any governmental authority having jurisdiction over the matter in question, whether in effect as of the execution date or at any time thereafter.



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- 1.1.2 **"Approvals"** shall mean all approvals, permissions, authorizations, consents, licenses, exemptions, no-objection certificate, intimations of approval, intimations of disapproval, sanction of layout plans, sanction of building plans (and any amendments / modifications / clarifications thereto), commencement certificates, occupation certificates, notifications, approvals of all concerned government authorities, approvals of high rise committee, Real Estate Regulatory Authority ("**RERA**"), Urban Land (Ceiling & Regulation) Department of the State of West Bengal, Pollution Control Board, Electricity Department, Water and Sewerage Department, Fire Department and/or any other authority or entity, as may be applicable and/or required for the development of the said land and the Project including the development of the Buildings, infrastructure, Common Areas and Facilities as may be required for the construction, ownership, occupancy, operation, management, disposal, transfer of and/or creation of third party interest in the Project of any nature whatsoever.
- 1.1.3 **"Architects"** shall appointed by the Second Party as per its sole discretion.
- 1.1.4 **"Association"** shall mean any Association of Persons, Society, Company or other body that may be formed of the Intending Buyers of the Saleable Areas along with the First Party in respect of the Unsold Areas for operation, maintenance and management of the Common Areas and Facilities and other Common Purposes (defined below);
- 1.1.5 **"Building Plan"** shall mean the plan to be sanctioned by the concerned Municipal authority/Panchayat Samity caused to be prepared by the Second Party for construction of the buildings on the said land and include all sanctionable modifications thereof and/or alterations thereto as may be necessary and/or required from time to time as per the recommendation of the Architect.
- 1.1.6 **"Common Areas and Facilities"** shall mean and include the areas, installations and facilities as be expressed by the Second Party for common use of the Intending Buyers.
- 1.1.7 **"Common Expenses"** shall mean and include all costs, charges and expenses incurred for operation, maintenance and management of the Common Areas and Facilities and other Common Purposes (defined below).




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- 1.1.8 **"Common Purposes"** shall mean and include the purposes of operation, maintenance and management of the Common Areas and Facilities; rendition of common services in common to the Intending Buyers; collection and disbursement of the Common Expenses; regulating mutual rights, obligations and liabilities of the Intending Buyers and dealing with the matters of common interest of the Intending Buyers.
- 1.1.9 **"Construction Contractor"** shall mean one or more construction contractors with considerable skill and expertise and identified and selected and appointed by the Second Party for the construction of the Project.
- 1.1.10 **"Construction Costs"** shall mean the total cost for undertaking, implementing, effecting, constructing and completing the Project and the development of the said land in the manner as stated in this Agreement and which includes *inter-alia* the costs mentioned in clause 4.7.1 below.
- 1.1.11 **"Construction Finance"** shall mean the monies, loans and funds including the interest component to be arranged by the Second Party from any bank/financial institution for the implementation of the Project and to meet the Construction Costs in accordance with the provisions of this Agreement.
- 1.1.12 **"Force Majeure"** shall mean any event or circumstance or combination of events or circumstances set out in clause 13 below that materially affects any Party in the performance of its obligations in accordance with the terms of this Agreement, but only if and to the extent that such events and circumstances pertain to the Project or have a direct effect on the execution of the Project.
- 1.1.13 **"Intending Buyers"** shall mean the persons desirous of owning/acquiring the Saleable Areas in the Project.
- 1.1.14 **"Marketing"** (and all its derivatives and cognate expressions) means and includes sale on ownership basis, agreement for sale or any other method of disposal, transfer or alienation of the Saleable Areas under Applicable Law, and receipt and acceptance of consideration on account of such marketing and the effectual discharge for the payments received and the execution and registration of all deeds, documents, writings, receipts as may be required in respect thereof and shall also include advertising and any other form of



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dissemination of information about the Project to the public at large or to selected Persons.

- 1.1.15 **"New Buildings"** shall mean the buildings comprised in several blocks to be constructed and facilities to be installed by the Second Party on the said land and shall include the Parking Spaces for motor cars thereat;
- 1.1.16 **"Project"** means and includes (a) the development of the said land by the Second Party in accordance with this Agreement as per the Building Plan with other infrastructure and Common Areas and Facilities, (ii) Marketing of all the Saleable Areas on the said land and (iii) all acts deeds matters and things to be done or caused to be done in respect of the aforesaid as per the terms of this Agreement.
- 1.1.17 **"Project Advocates"** shall be decided by the Second Party as per its sole discretion for drafting of necessary documents for sale of the Saleable Areas.
- 1.1.18 **"Project Completion"** shall have the meaning ascribed to it in Clause 4.6.1 below;
- 1.1.19 **"Project Completion Date"** shall mean the date on which Project Completion occurs;
- 1.1.20 **"Project Costs"** shall mean the Construction Costs and other costs for undertaking and completing the Project and the development of the said land in the manner as stated in this Agreement and which includes, *inter-alia*, the costs mentioned in clause 4.7.1 and 4.7.2 below.
- 1.1.21 **"Realizations"** or **"Revenue"** shall mean the sale proceeds, booking amounts, advances and other incomings realized from sale of the Saleable Areas or any part thereof and from transfer of any rights/privileges on the said land but shall not include the Extras, Deposits and Goods and Services Taxes as mentioned hereinafter.
- 1.1.22 **"said land"** shall mean **All That** the piece and parcel of land containing an area of 62 Cottahs 3 Chittacks and 39 Square Feet of land comprised in R. S. Dag Nos. 587, 582/1560, 588, 600/1559, 590, 591 and 592, L. R. Dag Nos. 670, 672, 673, 674, 676, 677 and 678, L. R. Khatian No. 2445, J. L. No. 58



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within Mouza- Ramchandrapur, Police Station- Sonarpur, District- 24- Parganas (South), fully described in the **First Schedule** hereunder written.

1.1.23 "**Saleable Areas**" shall mean and include showrooms, shops, offices and other constructed spaces, parking spaces, terraces attached to units and other areas on the said land capable of being transferred independently or as appurtenant to any unit.

1.2 In this Agreement (unless the context requires otherwise):

1.2.1 Reference to the singular includes a reference to the plural and vice versa and reference to any gender includes a reference to all other genders;

1.2.2 Reference to any person includes any legal or natural person, partnership, firm, trust, company, association of persons, Government or local authority, department or other body (whether incorporated or unincorporated);

1.2.3 Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions;

1.2.4 The Annexure and Schedules to this Agreement shall be deemed to form an integral part of this Agreement; headings in this Agreement are inserted for convenience of reference only and shall not affect the interpretation or construction of this Agreement;

1.2.5 References to an "agreement" or "document" shall be construed as a reference to such agreement or document as amended, varied, supplemented or novated in writing at the relevant time in accordance with the requirements of such agreement or document;

1.2.6 The words "include", "including" and "in particular" shall be construed as being by way of illustration only and shall not be construed as limiting the generality of any foregoing words;

1.2.7 A day, month or year means a day, month or year, as the case may be, reckoned according to the Gregorian calendar;



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- 1.2.8 Where the day on or by which anything is to be performed falls on a day that is not a business day, then that thing shall be done on the next business day;
- 1.2.9 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement shall be in writing.

2. **PRELIMINARY AND REPRESENTATIONS**

- 2.1 The Parties confirm that all the recitals of this Agreement shall form a part and parcel of the operative part of this Agreement and shall be read accordingly.
- 2.2 The First Party has represented and assured the Second Party, inter alia, as follows:
- (a) **that** the First Party is the absolute owner of the said land and has a marketable title thereto;
 - (b) **that** the said land is free from all encumbrances, mortgages, charges, liens, lispendens, attachments, uses, debutters, trusts, leases, tenancies and occupancy rights, claims, demands and liabilities;
 - (c) **that** no person other than the First Party has any right title or interest in the said land or any part thereof;
 - (d) **that** facts about devolution of title to the said land in favour of the First Party as mentioned in the recitals hereinabove are true and correct;
 - (e) **that** there is no excess vacant land at the said land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976;
 - (f) **that** to the knowledge of the First Party, there is no acquisition, vesting, requisition or alignment proceedings affecting the said land or any part thereof;
 - (g) **that** save the agreements with the Second Party, the First Party has not entered into any agreement for sale, transfer or otherwise dealt with the said land or any part thereof or received any consideration or created any third party interest or executed any power of attorney in connection with the said land or any part thereof;
 - (h) **that** there is no insolvency, bankruptcy, winding-up, dissolution or liquidation proceeding pending or threatened against the First Party.

3. **APPOINTMENT AS DEVELOPER**



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- 3.1 First Party doth hereby appoints the Second Party/Developer to perform, fulfil and comply with all its' roles and services under this Agreement and the Second Party/Developer doth hereby, in consideration of the 64% stake in the project, accept appointment as Developer and agrees to perform and fulfil its roles and services as stated under this Agreement.
- 3.2 In consideration of the appointment as Developer, the Second Party shall pay a sum of Rs. 40,00,000/- (Rupees Forty Lakh) only to the First Party as interest free refundable security deposit on the execution of this agreement. The said interest free security deposit will be refunded or adjusted proportionately upon phase wise delivery of possession of blocks.
- 3.3 It is hereby agreed and declared that each party has undertaken obligations and has rights specified in this Agreement on their own account. The relationship as embodied herein is a Development Agreement wherein the First Party has engaged the Developer to undertake and perform development of the said land by constructing LIG Housing Project therein or on part thereof.
- 3.4 First Party has allowed the Second Party to enter upon the said land to perform its roles and obligations.
- 3.5 It is expressly agreed between the parties that the entire project costs i.e. the total costs (including Construction Finance and Interest thereon) for undertaking, implementing, effecting and completing the development of the Project and the said land in the manner stated herein shall be met out of the revenue generated from the sale of saleable areas or through Construction Finance (defined above) to be arranged by the Second Party and the First Party agrees to cooperate with the Second Party with all deeds, documents, writings, information and assistance and signing documents as may be required therefor.
- 3.6 The construction, development, execution and Marketing of the project on the said land shall be undertaken by the Second Party in accordance with this Agreement.
- 3.7 The Second Party shall undertake the construction and development of the project on the said land in compliance with the approvals and in accordance with this agreement. As stated more particularly in Clause 4.1.6 below, First Party shall cooperate and assist the Second Party with all deeds, documents, writings, information and assistance as may be required in connection with the approvals.



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- 3.8 It is mutually agreed and confirmed between the parties, that the covenants and obligations in this Agreement of the First Party on the one hand and the Second Party on the other hand are to be performed in accordance with the principle of reciprocity.

4. **ROLES AND ENTITLEMENTS OF THE DEVELOPER**

The Second Party shall perform and undertake the following roles and obligations in relation to the Project:

4.1 **Approvals**

- 4.1.1 The Second Party shall apply for and obtain the approvals from time to time with respect to the Project in the name of the First Party from all the concerned authorities (including but not limited to RERA) under Applicable Law and the Second Party shall obtain and maintain all the Approvals in such sequence as is consistent with the requirement of the project and required under Applicable Law for the implementation of the project and in accordance with this Agreement. In this regard, it is clarified that the Second Party shall continue to be responsible for the purpose of maintenance of the Approvals even though the same are obtained in the name of the First Party.
- 4.1.2 The Second Party shall apply to the statutory authorities and regulatory bodies and obtain all of the sanctions and permissions of the Building Plans with regard to the new buildings and other structures, common areas and facilities as may be required hereafter. All the applicable/requisite fees, expenses, deposits and charges pertaining to the same shall form part of the project costs;
- 4.1.3 The Second Party shall amend, modify and revise the said Approvals in respect of the project, as may be decided between the Parties or as may be required by the concerned authorities;
- 4.1.4 The Second Party shall deal with the statutory authorities and regulatory bodies to facilitate the construction and development of the project to the maximum extent permissible under Applicable Law;
- 4.1.5 The Second Party shall liaise with all authorities and regulatory bodies for smoothly and efficiently carrying out and completing the entire development and construction of the project;



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- 4.1.6 The Second Party shall be responsible for collection of GST from the intending buyers both in respect of its own allocation as well as in respect of the First Party's allocation. In the event, the First Party sells the units forming part of its allocation prior to the issuance of the completion certificate by the concerned Municipal authority/Panchayat Samity, the First Party shall be liable to collect the GST from the intending buyers in the name of the Second Party to enable the Second Party to deposit the same with the authority concerned. However, in case of any unsold units forming part of the First Party's allocation, the possession whereof are delivered by the Second Party to the First Party, the First Party shall be liable to pay GST of unsold units to the Second Party prior to taking delivery of possession. It is specifically understood between the parties herein that each of the parties shall be exclusively liable for their individual liability towards GST. The Second Party agrees to pay a further interest free refundable security deposit of the same amount to the First Party at the time of grant of sanction to the plan by the concerned Municipal authority/Panchayat Samity, which has been paid at the time of execution of this agreement.
- 4.1.7 It is expressly agreed between the Parties that the Second Party's performance of the roles and entitlements specified in Clause 4.1 above is necessarily dependent upon the First Party extending all assistance as the Second Party may require in that regard including doing all the acts, deeds, matters and things and executing all the deeds, documents, writings, applications, papers, indemnities as may be required in that regard. Photocopies of all Agreements for Sale and Deeds of Conveyance executed by the First Party in favour of the prospective buyers shall be submitted to the First Party for its record.
- 4.1.8 The Second Party shall be entitled to sell portions of the project, which forms part of its allocation set out in **Third Schedule** and shall be entitled to receive, realise and appropriate the sale proceeds thereof. The portions of the project forming part of the Second Party's allocation shall be sold to the intending buyers together with proportionate undivisible share in the land beneath thereto. The First Party shall be entitled to its allocation set out in **Second Schedule** including proportionate undivisible share in the land beneath thereto.

4.2 Designs





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To prepare the design and layout of the new buildings/blocks (including building drawings, elevations, façade etc.) in the project and to make provisions for and design the Common Areas and Facilities and infrastructure on the said land and all matters incidental thereto ("**Drawings and Designs**"). The Drawings and Designs shall be developed and executed in such a manner so as to provide a complete detailed design of the entire project and of each and every part thereof such that the project and each and every part thereof will jointly and severally be in all respects fit for its or their purpose.

4.3 **Construction and Development**

- 4.3.1 To manage, undertake, effect and implement the overall construction and development of the project, the common areas and facilities on the said land,
- 4.3.2 To demolish the existing structures, if any, on the said land and to make and prepare the site of the said land vacant and ready for development.
- 4.3.3 To undertake the actual construction and development of the project including construction of the new buildings, the common areas and facilities, the infrastructure on the said land, paths, passages, infrastructure, parking, landscaping, electrification, basic facilities and amenities as per this Agreement and sanctioned plans and Specifications set out in **Annexure 'A'** herein;
- 4.3.4 To procure materials, components and equipment required for undertaking the development of the project;
- 4.3.5 To manage, monitor and supervise the project and all aspects thereof for ensuring proper administration, supervision, management and implementation of the project;

4.4 **Infrastructure**

- 4.4.1 To carry out all the infrastructural work including but not limited to levelling of the land, lighting of common areas, water storage facilities, water mains, sewages, drainages, boundary walls, electrical sub-stations, as may be required for obtaining commencement certificate or any approval or order of any governmental/semi-governmental authority.





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4.5 Engagement of Consultants, Contractors & Third Party Personnel

- 4.5.1 To identify and select the structural consultants, RCC consultants, electrical consultants, landscape consultants, design consultants, plumbing consultants, Construction Contractors and Sub-Contractors and other consultants and professionals as may be required or expedient for the project or any part thereof and negotiate their terms and execute and administer contracts, agreements, work orders and all other deeds, documents and writings with all such third party consultants, contractors, advisors, and agents and to amend, vary and modify their terms of appointment;
- 4.5.2 To engage and/or cause to be engaged such construction materials and equipment of sufficient quantity and quality so as to achieve completion of the project;
- 4.5.3 To employ and/or engage labour, workmen, contractors, personnel - skilled and unskilled (or cause any separate agency to do the same) to carry out the development work on the said land and to pay the wages, remuneration and salary of such labour, workmen, contractors and personnel;
- 4.5.4 To co-ordinate/ liaise with the construction team and to plan and mobilize all the resources for the effective implementation of the Project;
- 4.5.5 To negotiate all the construction contracts and vendor management agreements for the supply, equipment materials, systems and processes for the construction and implementation of the project in accordance with this Agreement;
- 4.5.6 The Second Party shall determine the appropriate construction methodology for implementation and execution of the project.
- 4.5.7 All persons employed by the Second Party for the purpose of construction shall be the persons under appointment from and/or employees of the Second Party.

4.6 Project Completion and Post Construction




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- 4.6.1 The Second Party shall construct the new buildings and obtain the Completion Certificate with occupancy rights in respect thereof from the concerned Municipal authority/Panchayat Samity within 5 (five) years from the grant of sanction. In the event of any delay in completion of the project beyond the period of 5 years, the Second Party shall be granted further grace period of one year as referred to in Clause 10.2 hereinbelow. The new buildings shall be deemed to be completed upon the Second Party completing construction of the same as per the agreed Specifications and the issuance of the completion certificate by both the Architects and the concerned Municipal authority/Panchayat Samity in respect thereof.

4.7 Construction Costs and Other Project Costs

- 4.7.1 **Construction Costs:** The following costs shall be borne and paid by the Second Party and form part of the Construction Costs:
- 4.7.1.1 Payment of any fees (including sanction fees, premium and deposits) to the concerned Municipal authority/Panchayat Samity and any other relevant authorities for obtaining Approvals for the Project and for the amendments and revisions thereof;
 - 4.7.1.2 Payment of any fees for obtaining additional FAR from the concerned Municipal authority/Panchayat Samity;
 - 4.7.1.3 The actual construction cost for construction of the Project including of the new buildings, common areas and facilities and infrastructure;
 - 4.7.1.4 All taxes for land under construction, development charges, premiums, deposits, cess, charges and other dues in respect of the said land and the project;
 - 4.7.1.5 All third party fees payable to external third parties including architects, advisors, consultants, contractors to be engaged by the Second Party in relation to the project including the fees of the Project Architect and the consultants engaged by the Second Party including in relation to construction activity, tax consultants, accountants, secretarial fees and project consultant fees;



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- 4.7.1.6 All costs and expenses for project office and the site office and other associated expenses;
 - 4.7.1.7 All the costs and expenses pertaining to the amenities to be provided in the Premises as per specifications;
 - 4.7.1.8 All the infrastructure cost on the said land including the building works, engineering works, road-works, drainage works, service works, landscaping works and infrastructure work;
 - 4.7.1.9 The costs to be incurred towards design and construction of the new buildings and all other building works, engineering works, passages, drainage and sewerage works, service works, landscaping works and infrastructure work including the Common Areas and Facilities;
 - 4.7.1.10 The operating costs, administrative and overhead costs including office costs, internal infrastructure costs, costs of internal office systems, employee costs applicable to and/or ascribable to execution and implementation of the project including for site office and related infrastructure costs;
 - 4.7.1.11 All costs of sales personnel, project personnel, design personnel and other personnel deployed by the Second Party and administrative costs at site, including *inter-alia* all site infrastructural costs incurred by the Second Party;
 - 4.7.1.12 Insurance for the Project;
 - 4.7.1.13 Costs for procuring material, components and equipment for the Project;
 - 4.7.1.14 Charges, development charges, levies, pay-outs and other amounts and expenses payable for the execution of the Project; and
- 4.7.2 **Other Project Costs:** The Parties have expressly agreed that the following shall form part of the Project Costs but not the Construction Costs and shall be borne and paid by the First Party in respect of its allocation:



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4.7.2.1 Cost for providing extra facilities described under the head 'Extras' in the Fourth Schedule hereunder written.

4.8 Project Planning

- 4.8.1 The Second Party shall undertake and execute the planning of the project so that the execution and implementation of the project may be undertaken in the most beneficial and efficient manner.
- 4.8.2 The Second Party shall monitor and review Project Costs at regular intervals to ensure expenses being incurred as per progress of construction of the new buildings.
- 4.8.3 In case of deficit in the cash flows, the Second Party shall bear, fund and pay all construction costs in a timely and efficient manner including by arranging Construction Finance at its costs and expenses.
- 4.8.4 The Second Party shall ensure that the Project is designed and constructed in accordance with good industry practice, using proven systems and technology and accepted professional standards, codes of practice and regulations which are applicable during the Project.


4.9 Project Site Maintenance

The Second Party shall manage, monitor, coordinate and supervise the following:

- 4.9.1 ensure that the said land remains free from all encroachments.
- 4.9.2 maintain and ensure the adequacy, stability and safety of all on-site and off-site operations and methods of construction, transportation and installation, commissioning etc.;
- 4.9.3 ensure that the said land and the project are kept in an orderly state, in accordance with the Approvals and Applicable Law and to avoid danger to all persons on the said land.

4.10 Branding And Marketing




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- 4.10.1 Second Party shall prepare the booking forms, agreement for sale, allotment letters, ancillary agreements, deeds of sale, indentures of conveyance, including such agreements and contracts as may be required under Applicable Law including RERA ("**Sale Agreements**") to be executed with the intending buyers in respect of *inter-alia* the land and the Project. All documents as mentioned hereinabove shall be examined and finalised by the Second Party. The format of the Agreement of Sale and Indenture of Conveyance shall be approved by the First Party within 7 days from the date of receipt of emails from the Second Party. In the event, no such approval is given by the First Party after seven days from the receipt of such emails, it will be deemed that the format of such documents have duly been approved by the First Party.
- 4.10.2 In case no sanction plan is obtained from the concerned authorities of the concerned Municipality/Panchayat and/or no progressive work done by the Second Party within one and a half years after completion of all legal formalities including but not limited to mutation of the land, conversion of any portion thereof or correction/rectification of the Record of Rights, in that event, the First Party shall be at liberty to cancel/terminate this agreement as well as revoke the Power of Attorney that may be executed in favour of the Second Party for development of the said land. However, in such an event, the First Party shall refund 90% of the entire interest free refundable security amount paid under this agreement to the Second Party after deducting 10% thereof as cancellation/termination charges whereupon the Second Party shall not claim any compensation from the First Party in any manner whatsoever. It is understood that the First Party shall be responsible for mutation of the land, conversion of any part or portion thereof as well as correction/rectification of the Record of Rights. The First Party shall also be under an obligation to provide any paper and document relating to the said land including but not limited to the documents of title thereof to the Second Party that may be required for obtaining the sanction plan or for the development of the said project.
- 4.10.3 It is clearly and specifically understood that in the event, the Second Party is prevented from obtaining sanction plan from the concerned Municipality/Panchayat or carrying on any progressive work due to Force Majeure as elaborated in Clause 13 below, the period during the Second Party shall be prevented from obtaining sanction plan or carrying any



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progressive work shall be excluded from the time limit of one and a half years as stipulated in Clause 4.10.2 above.

- 4.10.4 The First Party and Second Party will be parties to the Sale Agreements under Applicable Law including RERA.
- 4.10.5 To undertake branding of the Project and advertisement thereof as part of the Marketing, in the manner as the Second Party may deem fit at its' sole discretion. All the advertisement and Marketing materials, brochures and imagery shall be of the specifications and content as may be approved by the Second Party at its' sole discretion;
- 4.10.6 To undertake the Marketing of the Project and the said land in accordance with this Agreement. The marketing/brokerage expenses will be capped at 2% of the revenue received from the sale of the entire saleable area in the project, which includes the allocations of both the parties hereto. Apart from the marketing/brokerage as stated above, the advertisement expenses including expenses towards advertisement through digital media, print media and outdoor flex hoardings will be separately borne out of the revenue received from the sale of the entire saleable area in the project, which includes the allocations of both the parties hereto, on actual basis.
- 4.10.7 To engage, appoint, terminate, modify terms of engagement and undertake all actions in respect of brokers and estate agents;
- 4.10.8 To set up and operationalize an on-site sales and marketing team which will undertake sales and Marketing of this Project;
- 4.10.9 To construct Marketing office and sample/show unit on the site of the Project on the said land for the purpose of sales and Marketing of the Project;
- 4.10.10 To advertise and publicize the Project through electronic and/or print media and/or the internet or in such other manner as the Second Party may deem fit and proper and to install and maintain hoardings and signage on the said land and in the Project;
- 4.10.11 To Market, advertise and publicise the Project in its' regular promotional materials, as may be deemed fit by the Second Party;



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- 4.10.12 To formulate the strategy for the sale and Marketing of the Project and to take all the steps for implementation thereof.

4.11 Financial and General Management Services

- 4.11.1 The Second Party shall be entitled to the revenue generated from the sale of the saleable space as per the allocation of the Second Party in the project.

4.12 Construction Finance

- 4.12.1 The Second Party shall be entitled to raise any construction finance/loans from banks and/or financial institutions and/or from any private entities at its sole discretion for the purpose of completing the project by creating security interest/charge/ encumbrance on the saleable area of the project or on the said land.
- 4.12.2 The terms and conditions for such construction finance/loans shall be negotiated by the Second Party at its sole discretion and upon its request, the First Party shall execute or caused to be executed all deeds, documents and writings in favour of the banks/financial institutions/private entities as may be required.
- 4.12.3 It is further understood between the parties hereto that such construction finance/loans that may be obtained from banks, financial institutions and private entities shall be used for the purpose of completion of the project.
- 4.12.4 The documentations required to be executed for obtaining construction finance/loans shall not contain any terms which may affect or cause any impediment in the way of the prospective buyer(s) of any units in the new buildings from availing home loans in respect thereof.
- 4.12.5 Further, the banks/financial institutions shall be required to provide an upfront no objection certificate for creation of charge over any unit(s) in the new buildings which the prospective buyer(s) may intend to purchase by availing home/commercial loans.
- 4.12.6 It is further understood between the parties hereto that First Party shall not be in any way liable for repayment of loan or any interest payable thereon.

4.13 Miscellaneous



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4.13.1 To undertake all acts, deeds, matters and things as may be required to ensure that banks and other loan providers sanction and disburse of loans for the Intending Buyers.

4.13.2 The First Party shall duly execute and register a power of attorney in favour of the Second Party and/or its nominees to enable the Second Party to provide the roles and services as stated hereinabove.

5. ROLES AND RESPONSIBILITIES OF FIRST PARTY

The First Party shall perform and undertake the following specifically defined roles and responsibilities in relation to the project in accordance with this Agreement:

5.1 The First Party shall always maintain marketable title to the said land free from all encumbrances and shall be required to deal with and resolve all issues pertaining to the said land including any litigation, notices, claims, penalty, breach of provisions of any applicable law, rules, regulations and/or any terms and conditions under any order passed in respect of the said land.


5.2 The First Party shall at its sole costs and expenses, undertake all the necessary acts, deeds, matters and things in case of any dispute that may arise with respect to the said land or any part thereof including to commence, institute and defend necessary actions and proceedings.

5.3 The First Party shall also at its sole costs and expenses undertake the conversion of the said land from their present classification to "Bahutal Abasan". In the event, the First Party fails and/or defaults to do so, the Second Party shall get the said land converted at its costs and expenses and the First Party agrees and undertakes to repay the costs and expenses incurred by the Second Party therefor.

5.4 The First Party shall be liable to pay GST on its allocation, whether sold to the prospective buyers or remain unsold as the case may be.

5.5 The First Party shall bear and pay the Other Project Costs as mentioned in clause 4.7.2 and its sub-clauses hereinabove;





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- 5.6 The First Party shall undertake all acts, deeds, matters and things and shall sign, execute and admit execution and registration of all deeds, documents, writings and agreements, as shall be required by the Second Party for the purpose of raising Construction Finance for completion of the project;
- 5.7 The First Party shall deliver all original documents of title in respect of the land to the Second Party at the time of execution of these presents. In the event of cancellation of this agreement, the Second Party shall return or handover the original title documents to the First Party within seven days of the cancellation.
- 5.8 All outgoings and taxes in respect of the said land till the date of execution and registration of these presents shall be paid by the First Party.
- 5.9 All pending mutation, rectification of Records of Right and other necessary legal compliances in respect of the said land or any portion thereof shall be done by the First Party at its own costs and expenses and shall inform the Second Party accordingly.
- 5.10 The First Party will empower the Second Party and execute (and register if required) such deeds, documents, writings and supplemental agreements as may be required for enabling the Second Party to undertake the development of the project and the said land and its' roles and entitlements hereunder;
- 5.11 The First Party shall undertake all acts, deeds, matters and things and shall sign, execute and admit execution and registration of all deeds, documents, writings, agreements, letters, applications, forms, declarations, undertakings, papers, plans, communications, returns, statements, affidavits, as may be required by the Second Party for performance of its' roles under Clause 4 above;
- 5.12 Save in favour of Intending Buyers, the First Party shall not be entitled to nor shall transfer, sell, assign, convey, encumber or deal with the said land or the Project or any part thereof and/or create or permit to be created any mortgage, charge or any encumbrance of any nature whatsoever or create or permit to be created any third party rights on or upon the said land or any part thereof in any manner whatsoever during the pendency of this Agreement. In case of any actions of the First party to the contrary, the Second Party suffers any losses damages actions claims demand or proceedings, the First Part shall indemnify and keep the Second Party fully saved harmless and indemnified in respect thereof;




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- 5.13 The First Party shall not interfere with or cause any obstruction or hindrance in the development or the Marketing of the Project in the manner provided herein.
- 5.14 The First Party shall co-operate with the Second Party and do all such acts, deeds, matters and things and to execute and register all such deeds, documents and writings as may be required to enable the Second Party to perform all its' roles and obligations as stated herein and as may be required to undertake and implement the Project and the development of the said land in the manner stated in this Agreement.
- 5.15 The First Party shall be required to undertake such acts as may be required for transfer of the said land and/or the Common Areas and Facilities in the said Project to the Association/s.

6. **CONSIDERATION**

- 6.1 In consideration of the Second Party agreeing and undertaking to perform and fulfill its' roles and services as stated in this Agreement and to execute, implement, construct and complete the project and to manage, monitor, supervise and coordinate the development of the said land and the Marketing of the Project in the manner and on the terms and conditions stated in this Agreement, the First and the Second Party shall be entitled to appropriate, receive and/or realise the revenue generated from sale of the saleable area comprised in the Project in the ratio of 36:64 on revenue sharing basis apart from being entitled to undivisible proportionate share in the common areas, facilities and amenities therein in the same ratio.
- 6.2 All Extras and Deposits be charged from the Intending Buyers in respect of the saleable areas forming part of the allocations of the First Party and the Second Party respectively shall belong to and be appropriated by the Second Party.
- 6.3 The First Party shall be liable and/or responsible to refund or adjust the entire interest free refundable security deposit proportionately from its share of revenue upon phase wise delivery of possession of blocks.
- 6.4 All records with regard to sale of the Saleable Areas and accounts of the Project shall be kept at the corporate office of the Second Party at 2A, Grant Lane, 5th Floor, Room No. 5F, Kolkata-700 012.

7. **PROJECT COMPLETION**



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The Project shall stand duly completed upon the occurrence of each of the following events ("**Project Completion**"):

- 7.1 The development of the Project by construction and development of the Project and the new Buildings, Common Areas and Facilities, the infrastructure on the said land and the Marketing of the Project and the receipt of Realisations, Extras and Deposits thereof;
- 7.2 The issuance of the Full Completion Certificate with occupancy right by the concerned Municipal authority/Panchayat Samity in respect of the new Buildings comprised in the Project.
- 7.3 The issuance of the certificate by the architect appointed for the Project certifying that the entire Project is complete in accordance with this Agreement; and

8. PROJECT BRANDING

- 8.1 It is expressly agreed between the Parties that the Second Party shall be solely entitled to Market and brand the Project and to carry out all branding and Marketing activities related to the Project. The Project will be branded as a project being developed by "Pelican Group". However, the name of the project shall be jointly decided by the parties mutually. Further, all the decisions pertaining to the Marketing of the Project shall be taken by the Second Party.
- 8.2 All Marketing materials, collaterals and advertisements of the Project would carry logo or brand of both the parties hereto.

9. WARRANTIES AND INDEMNITY

- 9.1 Each Party hereto represents and warrants to the other Parties that:
 - 9.1.1 The execution, delivery and performance of this Agreement by such Party have been duly authorized.
 - 9.1.2 Each Party is duly organized and validly existing, and has all necessary power to execute and deliver this Agreement and perform all of its obligations hereunder.



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9.1.3 This Agreement constitutes a legal, valid and binding obligation of such Party, and is enforceable against such Party in accordance with the terms set out herein.

9.1.4 Neither the execution and delivery of this Agreement by such Party, nor the performance of its obligations hereunder, will (i) violate or constitute a default under the constitutional documents of such Party or under any other agreement to which it is a party or by which it is bound; or (ii) violate or otherwise conflict with any laws applicable to such Party.

9.1.5 There are no actions, suits, or proceedings pending or, to its knowledge threatened, against such Party in any court or by or before any competent authority or any arbitrator in which an adverse decision could be reasonably expected to adversely affect the ability of such Party to perform its obligations under this Agreement.

9.1.6 No order or judgment of any court or approval from any Governmental, statutory or regulatory body (whether domestic or foreign) having been issued or made or revoked, as the case may be, against any party, making it unlawful or otherwise prohibiting the transactions contemplated in this Agreement.

9.2 Each Party shall indemnify and keep harmless the other Party and their estate and effects on account of:

9.2.1 Gross negligence, mismanagement and fraud committed by them; and

9.2.2 Major compliance gaps and /or wilful defaults.

10. **EVENT OF DEFAULT**

10.1 In case the Second Party fails and/or neglects to complete the construction of the new building and obtain the completion certificate from the concerned Municipal authority/Panchayat Samity in respect thereof within the period stipulated in Clause 7.2 hereinabove, the Second Party shall be liable to pay to the First Party as per the Acts and Rules applicable therefor. Further, the Second Party shall also be responsible for all claims and demands of the Intending Buyers and shall be liable to keep the First Party saved harmless and indemnified from any loss damage cost action or proceeding as may be suffered by the First Party due to any delay in




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completion of the project, provided such delay is not caused due to any actions, defaults or failure to perform any acts, deeds and things by the First Party.

- 10.2 In the event of there being delay in construction of the new buildings by the Second Party beyond a period of 05 (five) years than what is agreed and stipulated in Clause 4.6.1 hereto, then and in such event the First Party shall grant further time of one year after the expiry of the initial 5 years' period to the Second Party.
- 10.3 In case (i) any person claims title to the said land or any part thereof and establishes the same adversely to that of First Party before any court of law or (ii) the Second Party is restrained from construction work on the said land continuously for nine (09) months by order of any court of law due to any claim of title to the said land or otherwise by any person, then the Second Party shall be entitled to terminate this Agreement and all subsequent agreements entered between them and the First Party shall be responsible for all claims and demands of the Intending Buyers and shall be liable to keep the Second Party saved harmless and indemnified from any loss damage cost action or proceeding as may be suffered by the Second Party.
- 10.4 Any GST (Goods and Services Tax) applicable on the damages payable by the defaulting party to the other party or to any third party under this Agreement shall be borne and paid by the defaulting party alone and such defaulting party shall keep the other party fully saved harmless and indemnified of and from all losses damages actions claims demands or proceeding suffered by them due to non-payment or delay in payment of the same.

11. NOTICE

- 11.1 Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the Parties on the other shall be deemed to have been served if served by email/registered post/speed post with acknowledgment due at the address of the other Party mentioned below or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post/speed post without the same being served:

To the First Party:

Mrs. Sujata Gupta
Begonia Enclaves Private Limited,



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Alibora, South 24 Parganas

04 AUG 2021

1977, Rajdanga Main Road,
Kolkata-700107
E-mail: sujatagupta@pitrashish.com

To the Second Party: Mr. Aditya Todi
Radical Nirmans Private Limited,
2A, Grant Lane, 5th Floor, Room No. 5F,
Kolkata-700012.
E-mail: aditya.todi@yahoo.co.in

- 11.2 None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

12. ASSIGNMENT

Neither First Party nor the Second Party shall be entitled to assign, delegate or otherwise transfer all or any part of their rights or obligations under this Agreement.

13. FORCE MAJEURE

- 13.1 The Parties shall not be held responsible for any consequences or liabilities under this Agreement if any of the Party is prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (i) acts of god (ii) acts of nature such as earthquake, storm, lightning, flood, pandemic, epidemic, etc. (iii) acts of war or insurrection (iv) fire (v) complete lockdown (vi) terrorist action (vii) civil unrest (viii) riots (ix) any notice, order of injunction, litigation, attachments, etc., not occasioned at the instance or due to any laches, negligence, omission or act of the Party committing the default (x) any rule or notification of the Government or any other public authority and (xi) any act of Government such as change in legislation or enactment of new law or restrictive laws or regulations ("**Force Majeure Event**"). However, on happening of any of the events of Force Majeure (as mentioned above), the Party whose performance is affected ("**Affected Party**") shall notify in writing the other Party ("**Non Affected Party**") of the same setting out, inter alia, the following in detail-

13.1.1 The nature and extent of the Force Majeure Event;

13.1.2 The estimated period for which the Force Majeure Event is expected to continue;




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Alipore, South 24 Parganas

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- 13.1.3 The nature of and the extent to which, performance of any of its obligations under this Agreement is / are affected by the Force Majeure Event;
 - 13.1.4 The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
 - 13.1.5 Any other relevant information concerning the Force Majeure Event.
- 13.2 If the Affected Party is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:
- 13.2.1 Due notice of the Force Majeure Event has been given as required by the preceding clause;
 - 13.2.2 The excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
 - 13.2.3 The Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Project as a result of the Force Majeure Event and to restore the Project in accordance with good industry practice and its relative obligations under this Agreement;
 - 13.2.4 When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder, the non-issue of such notice being no excuse for any delay for resuming such performance;
 - 13.2.5 The Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement; and
 - 13.2.6 Any insurance proceeds received shall be entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, or in accordance with good industry practice.



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Alipore, South 24 Parganas

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14. MISCELLANEOUS

14.1 Duty towards the Project

It is agreed between First Party and the Second Party that the Parties will not resort to litigation or take any steps detrimental to the Project and/or do or act in the manner prejudicial to the Project as a whole and or cause such acts deed by which interest of the Parties or any one of them is restrained and obstructed. It is clear understanding that no Party shall act in manner that will affect the time line and/or the delivery of the possession of the Saleable Areas to the Intending Buyers or repayment of any Construction Finance which are received for the Project in accordance with this Agreement.

14.2 Dispute Resolution

14.2.1 In the event of any dispute or difference between the Parties hereto with regard to any terms, conditions or clauses of this Agreement or any of the covenants, representations, warranties or obligations of any of the Parties under this Agreement or in the event of breach or alleged breach of any of the terms and conditions of this Agreement by any Party or on any issue related or connected to this Agreement in any manner whatsoever, the same shall be referred to a Sole Arbitrator to be mutually appointed by the parties. Such Arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification thereof for the time being in force ("**Arbitrator**"). Such Arbitration shall be held at Kolkata and shall be in English language. The decision of the Arbitrator shall be final and binding on the Parties.

14.2.2 This Agreement shall be governed by and construed in accordance with Indian law. Subject to the arbitration provisions above, it is mutually agreed that the Courts in Kolkata shall have exclusive jurisdiction in respect of any dispute or question relating to this Agreement.

14.3 Entire Agreement

14.3.1 First Party and the Second Party hereby agree and confirm that this Agreement supersedes all prior understandings (whether written or oral) with respect to the subject matter of this Agreement. The provisions of this Agreement will not be amended or modified without the express written



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Alipore, South 24 Parganas

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consent of the Parties. Neither Party shall be entitled to claim waiver of any of the terms of this Agreement without such written amendment or modification as the case may be.

- 14.3.2 This Agreement is executed in duplicate between the Parties hereto, which constitute one and the same instrument.

14.4 Tax Clarification

14.4.1 The Second Party shall be responsible for collection of GST from the intending buyers both in respect of its own allocation as well as in respect of the First Party's allocation. In the event, the First Party sells the units forming part of its allocation prior to the issuance of the completion certificate by the concerned Municipal authority/Panchayat Samity, the First Party shall be liable to collect the GST from the intending buyers in the name of the Second Party to enable the Second Party to deposit the same with the authority concerned. However, in case of any unsold units forming part of the First Party's allocation, the possession whereof are delivered by the Second Party to the First Party, the First Party shall be liable to pay GST of unsold units to the Second Party prior to taking delivery of possession.

14.4.2 Any other tax or levy in respect of development of the said land and the Project and on this Agreement (if payable under Applicable Law) shall be borne and paid by the Second Party.

14.4.3 Each Party will bear its' own income tax.

14.4.4 The Second Party shall bear and pay the stamp duty and registration charges on this Agreement.

14.5 Severability

If any provision in this Agreement becomes invalid or illegal or adjudged unenforceable, the provision shall be deemed to have been severed from this Agreement, as the case may be and the remaining provisions of the Agreement, so far as possible, shall not be affected by the severance.

14.6 Waiver



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Alipore, South 24 Parganas

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No failure or delay by a Party in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(DESCRIPTION OF LAND HEREBY AGREED TO BE DEVELOPED)

ALL THAT piece or parcel of vacant land containing upon actual survey and measurement an area of 62 Cottahs 3 Chittacks 39 Square feet more or less equivalent to 102.69 decimals comprised in R. S. Dag Nos. 587, 582/1560, 588, 600/1559, 590, 591 and 592, L. R. Dag Nos. 670, 672, 673, 674, 676, 677 and 678 under R. S. Khatian No. 965, 464/982, 325 and 839, L. R. Khatian No. 2445 within Mouza-Ramchandrapur, J. L. No. 58, R. S. No. 228, Police Station-Sonapur within the limits of Bon-Hooghly 1 Gram Panchayat, District-24 Parganas (South), Pin-700103 and delineated in the plan annexed hereto, being butted and bounded as follows:

- On the **North** : By land in R. S. Dag No. 1559, 600, 590;
- On the **South** : By land in R. S. Dag No. 1560;
- On the **East** : by 20 feet wide non-metal common passage;
- On the **West** : Partly by land in R. S. Dag No. 1641 and partly by non-metal common passage

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situate butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(First Party's Allocation)

ALL THAT 36% of the saleable areas in the Project to be developed on the said land, morefully described in the First Schedule hereinabove, together with the proportionate share in the land comprised in the said project and together further with the proportionate share in the common areas, facilities and amenities to be provided therein and together further with the right to receive, realise and appropriate the sale proceeds thereof.

THE THIRD SCHEDULE ABOVE REFERRED TO



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(Second Party's Allocation)

ALL THAT 64% of the saleable areas in the Project to be developed on the said land, morefully described in the First Schedule hereinabove, together with the proportionate share in the land comprised in the said project and together further with the proportionate share in the common areas, facilities and amenities to be provided therein and together further with the right to receive, realise and appropriate the sale proceeds thereof.

THE FOURTH SCHEDULE ABOVE REFERRED TO**Part-I****(Extras)****EXTRAS shall include:**

- (a) costs charges and expenses for the Second Party carrying out any additions or alterations and/or for providing at the request of the Intending Buyer any additional facility and/or utility in the unit of an Intending Buyer in addition to specifications agreed to be provided therein;
- (b) costs charges and expenses for providing any facility or utility or installing any amenity for common use, in addition or up-gradation to those mentioned in the Specifications.
- (c) fees, costs, charges and expenses (including service charges and like) payable to electric service provider for obtaining power connection in and for the said land either by High Tension or Low Tension supply, including costs of transformer, Diesel Generator sets, switch gear, cable trench, sub-station and the like and their installations) and costs of electric meter.
- (d) security deposit and all additional amounts or increases thereof payable to the electricity service provider obtaining power connection in the Unit of the Buyer.
- (e) costs, charges and expenses for purchasing one or more generators and like other power back-up apparatus and all their accessories for the New Building.;
- (f) legal documentation charges;
- (g) Cost of formation of service maintenance company/society/association;
- (h) GST and like taxes on the aforesaid Extras.

Part-II**(Deposits)**

DEPOSITS (which shall be interest free) shall include:



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- (a) Deposit on account of maintenance charges, common expenses, Municipal rates and taxes, etc.
- (b) Deposit on account of Sinking Fund.

(Note: The unadjusted Deposit Amounts shall be transferred to the Association to be formed for the Common Purposes)

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

EXECUTED AND DELIVERED on behalf of the withinmentioned **FIRST PARTY**, by its Director Mrs. Sujata Gupta pursuant to the Board Resolution passed on 28/06/2021 at Kolkata in the presence of:

1. *Sujata Gupta*
J.C.R.C. Road, KOL-114

BEGONIA ENCLAVES PRIVATE LIMITED

Sujata Gupta
Director

EXECUTED AND DELIVERED on behalf of the withinmentioned Second Party, by its Director Mr. Aditya Todi pursuant to the Board Resolution passed on 14.06.2021 at Kolkata in the presence of:

1. *Aditya Todi*
67, Gobindapur Rd.
KOL-45

RADICAL NIRMANS PVT. LTD.

Aditya Todi
Director

Drafted by me:

Shakeel Mohammed Akhter

Shakeel Mohammed Akhter,
Advocate, High Court, Calcutta,
Enrollment No. WB/211/2001

49/10
10/10



District sub-Registrar-II

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MEMO OF CONSIDERATION

Received from the withinnamed Second Party a sum of Rs. 40,00,000/- (Rupees Forty Lakh) only being the consideration only under this agreement in presence of the witnesses as per the Memo appended below:-

MEMO

Cheque No. 003516 dated 08.07.2021 drawn on Kotak Mahindra Bank, Brabourne Road Branch Kolkata.

Rs. 40,00,000.00

Total : Rs. 40,00,000.00

(Rupees Forty Lakh) only

WITNESSES:

1. *Sujata Gupta*,
J.G.R.O. Road, Kol-114

BEGONIA ENCLAVES PRIVATE LIMITED

Sujata Gupta
Director

FIRST PARTY

2. *Mayank Tudi*
67, Gokhindapur Rd.
Kol-45



District sub-Registrar-II)

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ANNEXURE 'A' TO THE AGREEMENT DATED 2020**(Specifications)**

Foundation Pocket foundation/ Sal Balli piling / Concrete Piling as directed by the

Structural Engineer after soil testing.

Structure 1. RCC Frame.

2. Fe 500 grade ISI mark TMT Bars used.
3. Cement used is Birla Samrat, Ambuja, Ultratech JSW or similar.

Elevation Modern elevation conforming to contemporary design which requires minimum maintenance cost in future.

Wall Finish Interior wall- Finished with JK/Birla White Putty

Exterior Wall- 1st coat of White Cement paint

2nd coat of White Primer of ICI/Berger

3rd & 4th coat of Weather shield paint of ICI/Berger.

Flooring 1. Living, Bedroom and Kitchen- Vitrified Tiles.

2. Bathroom- Anti-skid tiles.
3. Staircase and Lobby- Marble/Tiles.

Kitchen 1. Granite counter with Stainless Steel sink.

2. Wall tiles up to 2ft. above counter.

Toilet 1. CP Fitting of Jaguar or similar having excellent after sale services.

2. Sanitary wear of Jaguar or similar having excellent after sale services.
3. Joint free digital wall tiles up to door height.

Electrical 1. Concealed copper wiring of Panasonic brand or similar.

2. Modular switches of Panasonic brand or similar.
3. AC point in master bedroom.
4. Two lights, one fan and one 5A point in all bedrooms.
5. Telephone point in living room.
6. Washing Machine point.
7. Geyser, Exhaust fan point in all bathrooms.



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8. Chimney, fridge, microwave and water purifier points in kitchen.

9. Sufficient light, fan and 5A points in living/dining room.

Windows 1. Powder coated Aluminium sliding windows of 1.3mm thickness with 4mm clear glass of Saint Gobain Brand or similar.

2. Large Aluminium windows in living room area.

Doors 32mm solid Termite proof and Boiling water proof Flush door of reputed make, manufactured from well seasoned Hard Wood Timber.

Locks 1. Main door provided with Godrej Ultra latch-bolt locks.

2. Bedroom and bathroom doors provided with Godrej Cylindrical locks or similar.

Lifts Big Boss or similar elevators are used, which is a very strong local brand.

Fire Fighting Fire extinguisher provided, both in staircase as well as ground floor lobby.

Roof top The roof slab is treated with Sika/Dr. Fixit (Water proofing compound)

Water Supply Bore-well water passed through a water treatment plant (for iron removal) and then pumped up to the overhead water tank.

Lobby 1. Well decorated lobby with lift fascia of granite/ digital tiles.

2. Lots of greenery around the lobby.

3. Soothing yellow light in lobby and staircase area.



District sub-Registrar

Alipore South 24 Parganas

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SPECIMEN FORM FOR TEN FINGER PRINTS













Sujata Gupta

| | | | | | | |
|---------------------|------------|--|--|---|--|--|
| <i>Sujata Gupta</i> | Left Hand | Little finger | Ring Finger | Middle Finger | Fore Finger | Thumb |
| | |  |  |  |  |  |
| | Right Hand | Thumb | Fore Finger | Middle Finger | Ring Finger | Little Finger |
| | |  |  |  |  |  |



Aditya Todi,

| | | | | | | |
|--------------------|------------|---|---|--|---|---|
| <i>Aditya Todi</i> | Left Hand | Little finger | Ring Finger | Middle Finger | Fore Finger | Thumb |
| | |  |  |  |  |  |
| | Right Hand | Thumb | Fore Finger | Middle Finger | Ring Finger | Little Finger |
| | |  |  |  |  |  |

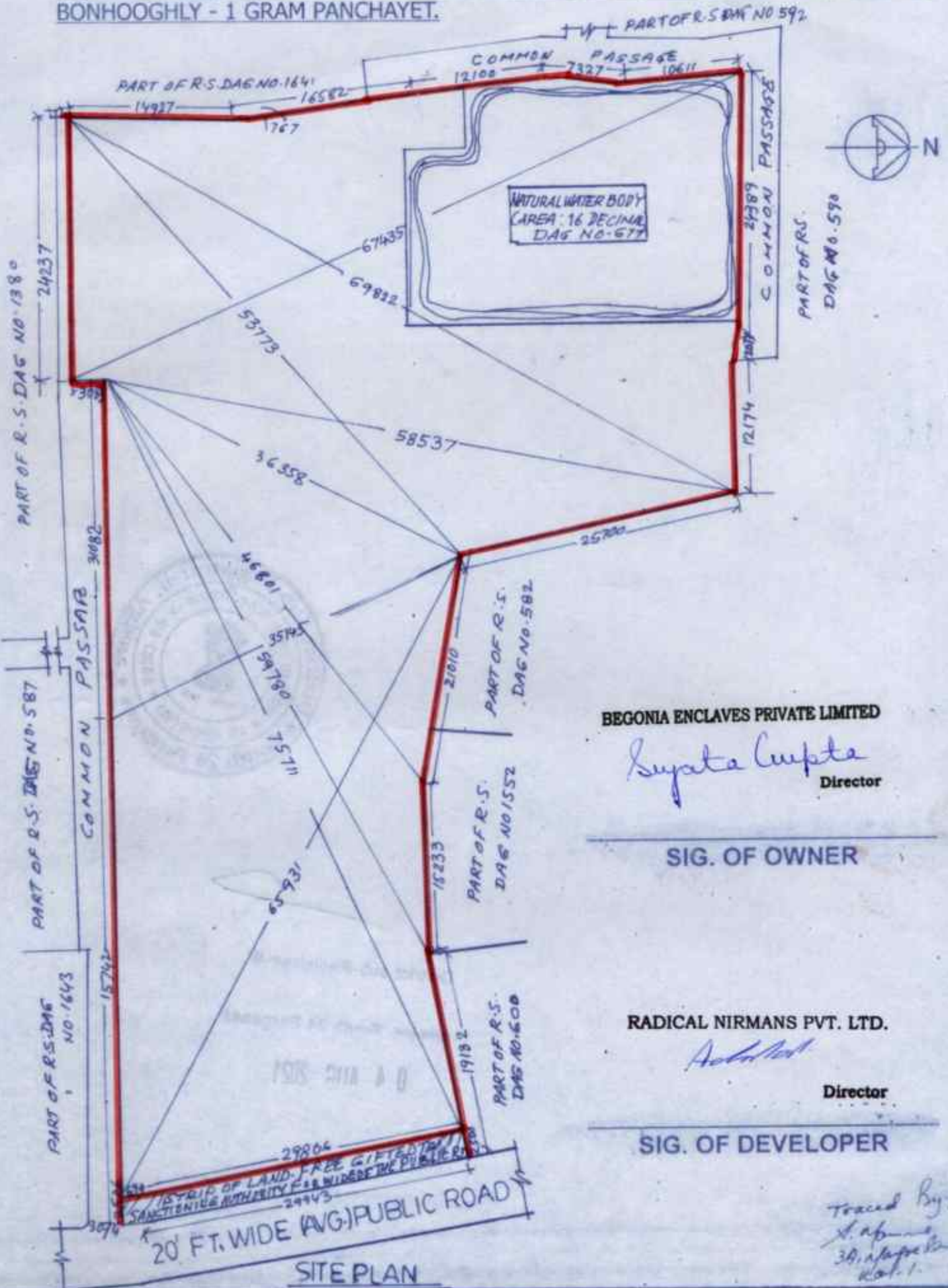


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SITE PLAN OF LAND ADMEASURING 62 COTTAHS 3 CHITTACKS 39 SQ.FT. SITUATED AT MOUZA - RAMCHANDRAPUR, J.L. NO. 58, R.S. NO. 228, R.S. KHATTIAN NOS. 965, 464/982, 325, 839, L.R. KHATTIAN NO. 2445, R.S. DAG NOS. 587, 582/1560, 588, 600/1559, 590, 591, 592, L.R. DAG NOS. 670, 672, 673, 674, 676, 677, 678, P.S. - SONARPUR, DIST. - SOUTH 24- PARGANAS, WEST BENGAL, UNDER BONHOOGHLY - 1 GRAM PANCHAYET.



BEGONIA ENCLAVES PRIVATE LIMITED

Suyata Gupta
Director

SIG. OF OWNER

RADICAL NIRMANS PVT. LTD.

Abolul
Director

SIG. OF DEVELOPER

*Traced By:
S. S. ...
30.11.2012
K. 1.*

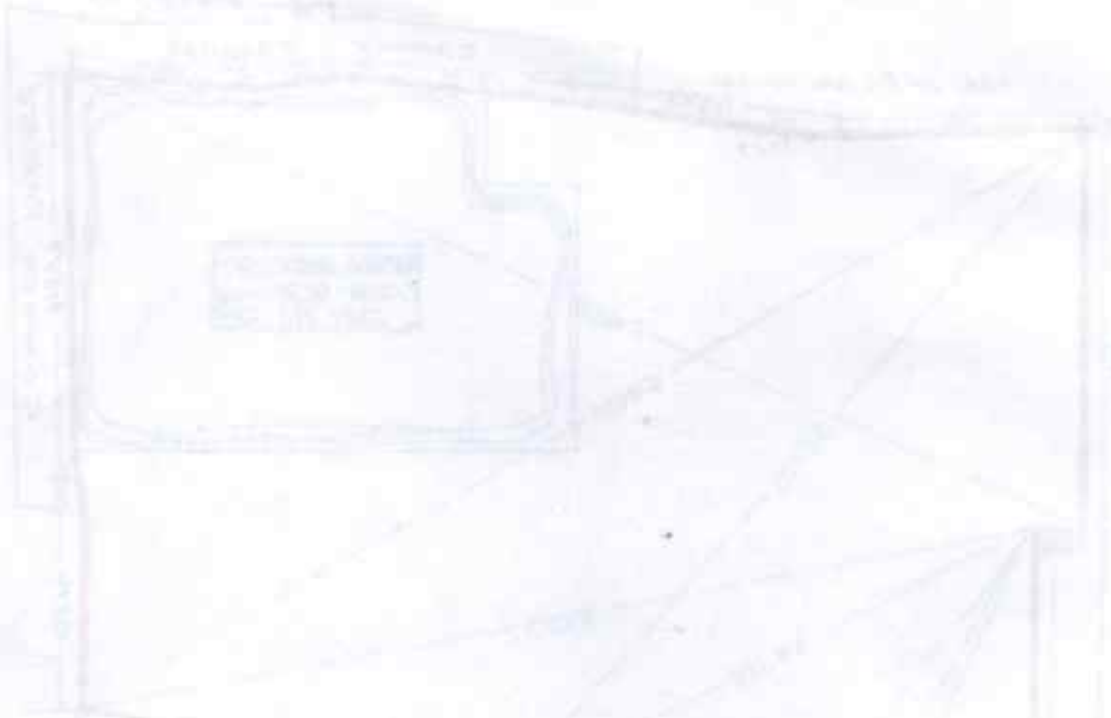
SITE PLAN

THE DISTRICT SUB-REGISTRAR, ALIPUR
SOUTH 24 PARGANAS
WEST BENGAL
IN REPLY TO THE LETTER NO. 1172/2021 DATED 11.08.2021
FROM THE DIRECTOR, RADICAL NIRMANS PVT. LTD.
AT BANGALORE
AND IN REPLY TO THE LETTER NO. 1172/2021 DATED 11.08.2021
FROM THE DIRECTOR, BEGONIA ENCLAVES PRIVATE LIMITED
AT BANGALORE

10



PROPERTY TAX
MUTATION NO.



BEGONIA ENCLAVES PRIVATE LIMITED

Director

RADICAL NIRMANS PVT. LTD.

Director



District sub-Registrar-II

Alipore South 24 Parganas

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MCA Services

Home > MCA Services > Master Data > Company/LLP Master Data

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- DIN Services
- Master Data
 - About Master Data
 - View Company / LLP Master Data
 - View Index of Charges
 - View Signatory Details
 - View Director Master Data
 - View Director / Designated Partner Details
 - Advanced Search
- LLP Services
- LLP Services For Business User
- e-Filing
- Company Services
- Complaints
- Document Related Services
- Fee and Payment Services
- Investor Services
- ID Databank Registration
- Track SRN/Transaction Status
- Address for sending physical copy of G.A.R. 33
- Public Search of Trademark
- Notices Under Section 248(2)

Company/LLP Master Data

| | |
|--|--|
| CIN | U45400WB2009PTC135083 |
| Company Name | BEGONIA ENCLAVES PRIVATE LIMITED |
| ROC Code | RoC-Kolkata |
| Registration Number | 135083 |
| Company Category | Company limited by Shares |
| Company SubCategory | Non-govt company |
| Class of Company | Private |
| Authorised Capital(Rs) | 3000000 |
| Paid up Capital(Rs) | 2210000 |
| Number of Members(Applicable in case of company without Share Capital) | 0 |
| Date of Incorporation | 14/05/2009 |
| Registered Address | GE- 05, 1ST FLOOR, 1977 RAJDANGA MAIN ROAD, P.S.-KASBA, KOLKATA Kolkata WB 700107 IN |
| Address other than R/o where all or any books of account and papers are maintained | - |
| Email Id | PITRASHISH@HOTMAIL.COM |
| Whether Listed or not | Unlisted |
| ACTIVE compliance | ACTIVE compliant |
| Suspended at stock exchange | - |
| Date of last AGM | 31/12/2020 |
| Date of Balance Sheet | 31/03/2020 |
| Company Status(for e-filing) | Active |

Charges

| Access codes charge | Charge Amount | Date of Creation | Date of Modification | Status |
|------------------------------------|---------------|------------------|----------------------|--------|
| No Charges Exists for Company/LLP. | | | | |

Directors/Signatory Details

| DIN/PAN | Name | Begin date | End date | Surrendered DIN |
|----------|-----------------|------------|----------|-----------------|
| 02273163 | SUSHANT PRAKASH | 27/02/2017 | - | - |
| 06453794 | SUJATA GUPTA | 27/02/2017 | - | - |

QUICK LINKS

- [MSD](#)
- [MCA 21](#)
- [Public Search Portal](#)
- [MCA 21](#)
- [Company Master](#)
- [E-filing of Data](#)
- [Annual Report](#)
- [Form](#)

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- [Participate with Right Against Corruption](#)
- [MCA](#)

BEGONIA ENCLAVES PRIVATE LIMITED

Sushant Prakash

Director

BEGONIA ENCLAVES PRIVATE LIMITED

Sujata Gupta

Director



DEONIA EXCLUSIVE PRIVATE LIMITED

[Signature]
Director

DEONIA EXCLUSIVE PRIVATE LIMITED

District sub-Registrar-II

Alipore South 24 Parganas

04 APR 2021

Begonia Enclaves Private Limited

Ref.....

Date.....

EXTRACT THE MINUTES OF THE MEETING OF BOARD OF DIRECTORS OF M/S BEGONIA ENCLAVES PVT LTD. AT ITS REGISTERED ADDRESS – GE05 , 1ST FLOOR,1977 RAJDANGA MAIN ROAD, KOLKATA - 700107 WEST BENGAL , INDIA, HELD ON 28.06.2021

"RESOLVED" by the Board of Directors that the company has decided to enter into a Development Agreement with Radical Nirman Private Limited (having Income Tax PAN –AADCR5694P and CINU45200WB2007PTC112416) in respect of all that piece and parcel of land containing an area of 102.568 decimal under several dag in Mouza Ramchandrapur , P.S – Sonarpur within the limits of Bon Hooghly , 1 gram Panchayat District – 24 PGS South.

It is further being resolved that Ms. Sujata Gupta (Director) is the authorized Signatory for representing / signing documents regarding the Execution of the Development Agreement and Power of Attorney for the said Land

Her signature is being attested below.

BEGONIA ENCLAVES PRIVATE LIMITED

Sujata Gupta
..... Director

(Sujata Gupta)

Attested :

BEGONIA ENCLAVES PRIVATE LIMITED

[Signature]
Director

BEGONIA ENCLAVES PRIVATE LIMITED

Sujata Gupta
Director

Certified true copy



District sub-Registrar-II

Alibore, South 24 Parganas

04 APR 2021

RADICAL NIRMANS PVT. LTD.

SHREE KRISHNA SQUARE, 2A, GRANT LANE, 5TH FLOOR, ROOM NO. 5F, KOLKATA-700012

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF M/S RADICAL NIRMANS PVT. LTD. HELD AT ITS REGISTERED OFFICE ON 14th of June 2021 AT 4.21 PM.

RESOLVED THAT **Sri Aditya Todi** of Director of the company be and is hereby authorized to sign and execute all agreement, conveyance, undertakings, applications, returns, papers and documents on behalf of the company and to do all or any of the acts, deeds, matters and things as may be considered expedient and necessary on behalf of the company for land containing area of 62 cottahs 3 chittacks and 39 sqf in LR DAG NO. 670,672,673,674,676,677 and 677,678 LR Khatian no. 2445 RAMCHANDRAPUR UNDER BONHOOGHLY GRAM PANCHAYET (I) South 24 PGS KOLKATA

RADICAL NIRMANS PVT. LTD.

Aditya Todi

Director

RADICAL NIRMANS PVT. LTD.

Mayank Todi

Director

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RADICAL NIRMANS PVT. LTD.

SHEET KRISHNA SQUARE 2A GRANT LANE 7, BLOOR ROAD WEST, KOLKATA-700015

THE BOARD OF DIRECTORS OF THE COMPANY HAS RESOLVED IN THE MEETING HELD ON 14th OF JUNE 2021 AT 4.31 PM

AS TO THE RESOLUTIONS ON THE MATTER OF THE COMPANY BEING PASSED AT THE MEETING HELD ON 14th OF JUNE 2021 AT 4.31 PM, THE BOARD OF DIRECTORS OF THE COMPANY HAS RESOLVED IN THE MEETING HELD ON 14th OF JUNE 2021 AT 4.31 PM

RADICAL NIRMANS PVT. LTD.

For and on behalf of

Director

RADICAL NIRMANS PVT. LTD.



District sub-Registrar-II

Alipore, South 24 Parganas

04 JUN 2021

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

BEGONIA ENCLAVES PRIVATE LIMITED

14/05/2009
 Permanent Account Number
AAFCP0700J



29862015

BEGONIA ENCLAVES PRIVATE LIMITED
Suyata Gupta
Director

If this card is lost / someone's lost card is found,
 please inform / return to -
 Income Tax PAN Services Unit, NSDL,
 5th floor, Mantri Sterling,
 Plot No. 341, Survey No. 99A,
 Model Colony, Near Deep Bangalow Chowk,
 Pune - 411 016.

Tel: 91-20-2721 8880, Fax: 91-20-2721 8881
 e-mail: info@nsdl.com

BEGONIA ENCLAVES PRIVATE LIMITED
Suyata Gupta
Director

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AHBPG6293M



नाम / Name
SUJATA GUPTA

पिता का नाम / Father's Name
SASANKA SEKHAR SHADRA

जन्म की तारीख / Date of Birth
29/06/1975

Sujata Gupta
हस्ताक्षर / Signature



28022018

Sujata Gupta

इस कार्ड के खोने / होने पर कृपया सूचित करें। और
आयकर पैन सेवा इकाई, एन एस डी
5 वीं मंजिल, मंत्र स्टेरिंग, प्लॉट नं. 341, सर्वे नं. 997/8,
मॉडल कॉलोनी, दीप बंगला चौक के पास,
पुणे - 411 016.

*If this card is lost / someone's lost card is found,
please inform / return to:*
Income Tax PAN Services Unit, NSDL
5th floor, Mantra Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk,
Pune - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: tininfo@nsdl.co.in

Sujata Gupta



भारतीय विशिष्ट पहचान प्राधिकरण
भारत सरकार
Unique Identification Authority of India
Government of India

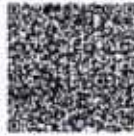
Enrolment No.: 2189/69364/03154

To
Sujata Gupta
D/O Sasanka Sekhar Bhadra
SWINHOE CASTLE, FLAT-2C
15 A, ANIL MAITRA ROAD(SWINHOE ST)
BALLYGUNGE
Ballygunge
Ballygunge
Kolkata West Bengal - 700019
9831982755

Download Date: 18/08/2017

Generation Date: 30/08/2017

Signature valid



आपका आधार क्रमांक / Your Aadhaar No. :

7283 4804 7549

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



Sujata Gupta
Date of Birth/DOB: 29/06/1975
Female/ FEMALE

7283 4804 7549

मेरा आधार, मेरी पहचान



Government of India



सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण ऑनलाइन ऑथेंटिकेशन द्वारा प्राप्त करें।
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

- आधार देश भर में मान्य है।
- आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

Address:

D/O Sasanka Sekhar Bhadra,
SWINHOE CASTLE, FLAT-2C, 15
A, ANIL MAITRA ROAD(SWINHOE
ST), BALLYGUNGE, Ballygunge,
Kolkata,
West Bengal - 700019

7283 4804 7549



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www.aadhaar.gov.in

Sujata Gupta



RADICAL NIRMANS PVT. LTD.

Radical

Director

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

ADITYA TODI

SATYAPAL TODI

26/03/1974
Permanent Account Number

ABUPT9283D

Aditya Todi
Signature



Aditya Todi



भारतीय विशिष्ट पहचान प्राधिकरण
भारत सरकार
Unique Identification Authority of India
Government of India



नामांकन क्रमांक/Enrolment No.: 2016/00594/00229

Date: 14/12/2016

Aditya Todi (आदित्य तोड़ी)

S/O: Satyapal Todi, 49/51, Prince Gulam Md Shah Road, Tollygunge, Kolkata, West Bengal - 700033

आपका आधार क्रमांक/ Your Aadhaar No.:

2089 8974 3402



मेरा आधार, मेरी पहचान



1947



help@uidai.gov.in



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सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण ऑनलाइन ऑथेंटिकेशन द्वारा प्राप्त करें।
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

Validity unknown

UNIQUE IDENTIFICATION AUTHORITY OF INDIA-01
Date: 2016/12/14 10:28:18 IST

- आधार देश भर में मान्य है।
- आधार के लिए आपको एक ही बार नामांकन दर्ज करवाने की आवश्यकता है।
- कृपया अपना नवीनतम मोबाइल नंबर तथा ई-मेल पता दर्ज कराएं, इससे आपको विभिन्न सुविधाएं प्राप्त करने में सहायित होगी।
- Aadhaar is valid throughout the country.
- You need to enrol only once for Aadhaar.
- Please update your mobile number and e-mail address. This will help you to avail various services in future.



भारत सरकार
GOVERNMENT OF INDIA



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA



आदित्य तोड़ी
Aditya Todi
जन्म तिथि/ DOB: 26/03/1974
पुरुष / MALE



पता:

आत्मज: सत्यपाल तोड़ी,
49/51, प्रिन्स मुलाम मद शा
रोड, तोल्लयुंगे, कोल्कता,
वेस्ट बंगाल - 700033

Address:

S/O- Satyapal Todi, 49/51,
Prince Gulam Md Shah Road,
Tollygunge, Kolkata,
West Bengal - 700033

2089 8974 3402

मेरा आधार, मेरी पहचान

2089 8974 3402

MERA AADHAAR, MERI PEHACHAN

Aditya Todi





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

GRN Details

GRN: 192021220042689801 **Payment Mode:** Online Payment
GRN Date: 02/08/2021 20:36:47 **Bank/Gateway:** ICICI Bank
BRN : 65341659 **BRN Date:** 02/08/2021 20:08:01
Payment Status: Successful **Payment Ref. No:** 2001243178/2/2021
[Query No*/Query Year]

Depositor Details

Depositor's Name: RADICAL NIRMANS PVT LTD
Address: 2A GRANT LANE KOLKATA 700012
Mobile: 9836106809
Depositor Status: Others
Query No: 2001243178
Applicant's Name: Mr SHAKEEL MOHAMMED AKHTER
Identification No: 2001243178/2/2021
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

| Sl. No. | Payment ID | Head of A/C Description | Head of A/C | Amount (₹) |
|---------|-------------------|--|--------------------|--------------|
| 1 | 2001243178/2/2021 | Property Registration- Stamp duty | 0030-02-103-003-02 | 39921 |
| 2 | 2001243178/2/2021 | Property Registration- Registration Fees | 0030-03-104-001-16 | 40021 |
| | | | Total | 79942 |

IN WORDS: SEVENTY NINE THOUSAND NINE HUNDRED FORTY TWO ONLY.



District sub-Registrar

Alipore, South 24 Parganas

04 AUG 2021

Major Information of the Deed

| | | | |
|--|--|---------------------------------|------------|
| Deed No : | I-1602-05571/2021 | Date of Registration | 04/08/2021 |
| Query No / Year | 1602-2001243178/2021 | Office where deed is registered | |
| Query Date | 26/07/2021 1:02:02 PM | 1602-2001243178/2021 | |
| Applicant Name, Address & Other Details | SHAKEEL MOHAMMED AKHTER 16/1A, ABDUL HAMID STREET, 4TH FLOOR, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700069, Mobile No. : 8617202025, Status :Advocate | | |
| 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 : 40,00,000/-] | | |
| Set Forth value | Market Value | | |
| Rs. 7/- | Rs. 2,76,45,450/- | | |
| Stampduty Paid(SD) | Registration Fee Paid | | |
| Rs. 40,021/- (Article:48(g)) | Rs. 40,053/- (Article:E, E, B) | | |
| Remarks | | | |

Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Gram Panchayat: BANGOOGHLY-I, Mouza: Ramchandrapur, JI No: 58, Pin Code : 700103

| Sch No | Plot Number | Khatian Number | Land Proposed | Use ROR | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details |
|--------|-------------------------|-----------------------|---------------|-------------|-----------------------------|-------------------------|-----------------------|---------------------------------|
| L1 | LR-670 (RS :-587) | LR-2445, (RS:-839\0) | Bastu | Bagan | 18 Katha 5 Chatak | 1/- | 81,33,736/- | Width of Approach Road: 20 Ft., |
| L2 | LR-672 (RS :-582/1560) | LR-2445, (RS:-325\0) | Bastu | Bansh Bagan | 8 Katha 1 Chatak | 1/- | 35,81,065/- | Width of Approach Road: 20 Ft., |
| L3 | LR-673 (RS :-588) | LR-2445, (RS:-839\0) | Bastu | Bansh Bagan | 7 Katha 9 Chatak | 1/- | 33,58,983/- | Width of Approach Road: 20 Ft., |
| L4 | LR-674 (RS :-600/1559) | LR-2445, (RS:-965\0) | Bastu | Bansh Bagan | 6 Katha 1 Chatak | 1/- | 26,92,739/- | Width of Approach Road: 20 Ft., |
| L5 | LR-676 (RS :-) | LR-2445 | Bastu | Danga | 10 Katha 8 Chatak 39 Sq Ft | 1/- | 46,87,771/- | Width of Approach Road: 20 Ft., |
| L6 | LR-677 (RS :-) | LR-2445 | Bastu | Pukur | 10 Katha 10 Chatak 10 Sq Ft | 1/- | 47,25,402/- | Width of Approach Road: 20 Ft., |
| L7 | LR-678 (RS :-) | LR-2445 | Bastu | Bagan | 1 Katha 35 Sq Ft | 1/- | 4,65,754/- | Width of Approach Road: 20 Ft., |
| | | TOTAL : | | | 102.6988Dec | 7 /- | 276,45,450 /- | |
| | Grand Total : | | | | 102.6988Dec | 7 /- | 276,45,450 /- | |

District Sub-Registrar-II, Alipore

| | |
|---|---|
| Name of the Applicant: _____ Address: _____ Date: _____ | Name of the Property: _____ Location: _____ Date: _____ |
| I, the undersigned, being a duly qualified and authorized Officer of the District Sub-Registrar's Office, Alipore, do hereby certify that the above-mentioned facts are true and correct. | |
| Signature of the Officer: _____ Name: _____ Designation: _____ | |

| Sl. No. | Name of the Property | Area | Type | Date | Remarks |
|---------|----------------------------------|--------------|-------------|------------|------------|
| 1 | Plot No. 123, Sector 4, Alipore | 500 sq. ft. | Residential | 15/05/2024 | Registered |
| 2 | Plot No. 456, Sector 5, Alipore | 300 sq. ft. | Commercial | 20/06/2024 | Registered |
| 3 | Plot No. 789, Sector 6, Alipore | 700 sq. ft. | Industrial | 10/07/2024 | Registered |
| 4 | Plot No. 101, Sector 7, Alipore | 200 sq. ft. | Residential | 05/08/2024 | Registered |
| 5 | Plot No. 202, Sector 8, Alipore | 400 sq. ft. | Commercial | 12/09/2024 | Registered |
| 6 | Plot No. 303, Sector 9, Alipore | 600 sq. ft. | Industrial | 18/10/2024 | Registered |
| 7 | Plot No. 404, Sector 10, Alipore | 800 sq. ft. | Residential | 25/11/2024 | Registered |
| 8 | Plot No. 505, Sector 11, Alipore | 1000 sq. ft. | Commercial | 02/12/2024 | Registered |





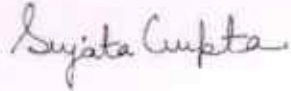



Land Lord Details :

| SI No | Name,Address,Photo,Finger print and Signature |
|-------|---|
| 1 | BEGONIA ENCLAVES PRIVATE LIMITED 1977, Rajdanga Main Road, GE-05, 1st Floor, City:- , P.O:- Anandpur, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 , PAN No.:: AAxxxxxx0J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative |

Developer Details :

| SI No | Name,Address,Photo,Finger print and Signature |
|-------|---|
| 1 | RADICAL NIRMANS PRIVATE LIMITED 2A, Grant Lane, 5th Floor, Room No. 5F, City:- Kolkata, , P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700012 , PAN No.:: AAxxxxxx4P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative |

Representative Details :

| SI No | Name,Address,Photo,Finger print and Signature | | | |
|---|--|---|--|--|
| 1 | Name | Photo | Finger Print | Signature |
| | Mrs SUJATA GUPTA Daughter of Mr Sasanka Sekhar Bhadra Date of Execution - 04/08/2021, , Admitted by: Self, Date of Admission: 04/08/2021, Place of Admission of Execution: Office |  <small>Aug 4 2021 2:12PM</small> |  <small>LTI 04/08/2021</small> |  <small>04/08/2021</small> |
| 15A, Swinhoe Street, City:- , P.O:- Ballygunge, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHxxxxxx3M, Aadhaar No: 72xxxxxxxx7549 Status : Representative, Representative of : BEGONIA ENCLAVES PRIVATE LIMITED (as Director) | | | | |
| 2 | Name | Photo | Finger Print | Signature |
| | Mr ADITYA TODI (Presentant) Son of Mr Satyapal Todi Date of Execution - 04/08/2021, , Admitted by: Self, Date of Admission: 04/08/2021, Place of Admission of Execution: Office |  <small>Aug 4 2021 2:12PM</small> |  <small>LTI 04/08/2021</small> |  <small>04/08/2021</small> |
| 49/51, Prince Golam Mohammed Shah Road, City:- , P.O:- Tollygunge, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700033, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ABxxxxxx3D, Aadhaar No: 20xxxxxxxx3402 Status : Representative, Representative of : RADICAL NIRMANS PRIVATE LIMITED (as Director) | | | | |

THE COMPANY (PARTS) ACT, 1947
Section 185(1)(b) - Particulars of Shares Held by Public

DETAILS OF SHARES HELD BY PUBLIC
As on 31.03.2014

| Sl. No. | Name of the Shareholder | Number of Shares | Face Value of Shares | Market Value of Shares |
|---------|-------------------------|------------------|----------------------|------------------------|
| 1 | ... | ... | ... | ... |
| 2 | ... | ... | ... | ... |

| Sl. No. | Name of the Shareholder | Number of Shares | Face Value of Shares | Market Value of Shares |
|---------|-------------------------|------------------|----------------------|------------------------|
| 3 | ... | ... | ... | ... |
| 4 | ... | ... | ... | ... |

Total Number of Shares Held by Public: _____



Identifier Details :

| Name | Photo | Finger Print | Signature |
|--|---|---|---|
| Mr MAYANK TODI Son of Mr Bimal Kumar Todi 67, Gobindapur Road, City:- , P.O:- Lake Garden, P.S:-Lake, District:-South 24- Parganas, West Bengal, India, PIN:- 700045 |  |  |  |
| | 04/08/2021 | 04/08/2021 | 04/08/2021 |
| Identifier Of Mrs SUJATA GUPTA, Mr ADITYA TODI | | | |

Transfer of property for L1

| Sl.No | From | To. with area (Name-Area) |
|-------|-------------------------------------|---|
| 1 | BEGONIA ENCLAVES PRIVATE LIMITED | RADICAL NIRMANS PRIVATE LIMITED-30.2156 Dec |

Transfer of property for L2

| Sl.No | From | To. with area (Name-Area) |
|-------|-------------------------------------|---|
| 1 | BEGONIA ENCLAVES PRIVATE LIMITED | RADICAL NIRMANS PRIVATE LIMITED-13.3031 Dec |

Transfer of property for L3

| Sl.No | From | To. with area (Name-Area) |
|-------|-------------------------------------|---|
| 1 | BEGONIA ENCLAVES PRIVATE LIMITED | RADICAL NIRMANS PRIVATE LIMITED-12.4781 Dec |

Transfer of property for L4

| Sl.No | From | To. with area (Name-Area) |
|-------|-------------------------------------|---|
| 1 | BEGONIA ENCLAVES PRIVATE LIMITED | RADICAL NIRMANS PRIVATE LIMITED-10.0031 Dec |

Transfer of property for L5

| Sl.No | From | To. with area (Name-Area) |
|-------|-------------------------------------|---|
| 1 | BEGONIA ENCLAVES PRIVATE LIMITED | RADICAL NIRMANS PRIVATE LIMITED-17.4144 Dec |

Transfer of property for L6

| Sl.No | From | To. with area (Name-Area) |
|-------|-------------------------------------|---|
| 1 | BEGONIA ENCLAVES PRIVATE LIMITED | RADICAL NIRMANS PRIVATE LIMITED-17.5542 Dec |

Transfer of property for L7

| Sl.No | From | To. with area (Name-Area) |
|-------|-------------------------------------|---|
| 1 | BEGONIA ENCLAVES PRIVATE LIMITED | RADICAL NIRMANS PRIVATE LIMITED-1.73021 Dec |



1. Name of the Company: INDIAN AIRWAYS PRIVATE LIMITED
 2. Date of Incorporation: 15/05/1952
 3. Registered Office: 10, Park Road, Calcutta 7
 4. Nature of Business: Transportation
 5. Authorized Capital: Rs. 10,00,000/-
 6. Paid-up Capital: Rs. 10,00,000/-
 7. Number of Shares: 1,00,000
 8. Name of the Director: Mr. J. B. Chatterjee
 9. Name of the Manager: Mr. J. B. Chatterjee
 10. Name of the Secretary: Mr. J. B. Chatterjee

| Sl. No. | Name of the Director | Address | Signature |
|---------|----------------------|---------------------------|-------------|
| 1 | Mr. J. B. Chatterjee | 10, Park Road, Calcutta 7 | [Signature] |
| 2 | Mr. J. B. Chatterjee | 10, Park Road, Calcutta 7 | [Signature] |
| 3 | Mr. J. B. Chatterjee | 10, Park Road, Calcutta 7 | [Signature] |
| 4 | Mr. J. B. Chatterjee | 10, Park Road, Calcutta 7 | [Signature] |
| 5 | Mr. J. B. Chatterjee | 10, Park Road, Calcutta 7 | [Signature] |
| 6 | Mr. J. B. Chatterjee | 10, Park Road, Calcutta 7 | [Signature] |
| 7 | Mr. J. B. Chatterjee | 10, Park Road, Calcutta 7 | [Signature] |
| 8 | Mr. J. B. Chatterjee | 10, Park Road, Calcutta 7 | [Signature] |
| 9 | Mr. J. B. Chatterjee | 10, Park Road, Calcutta 7 | [Signature] |
| 10 | Mr. J. B. Chatterjee | 10, Park Road, Calcutta 7 | [Signature] |



Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Gram Panchayat: BANGOOGHLY-I, Mouza: Ramchandrapur, JI No: 58, Pin Code : 700103

| Sch No | Plot & Khatian Number | Details Of Land | Owner name in English as selected by Applicant |
|--------|--|--|--|
| L1 | LR Plot No:- 670, LR Khatian No:- 2445 | Owner:প্রিগ্রাণী ইনকলেভস প্রাঃ িঃ, Address:126 রাজডাঙ্গা পল কোলকাতা-107 , Classification:বাগান, Area:0.31000000 Acre, | BEGONIA ENCLAVES PRIVATE LIMITED |
| L2 | LR Plot No:- 672, LR Khatian No:- 2445 | Owner:প্রিগ্রাণী ইনকলেভস প্রাঃ িঃ, Address:126 রাজডাঙ্গা পল কোলকাতা-107 , Classification:বিশ্ববাস, Area:0.13000000 Acre, | BEGONIA ENCLAVES PRIVATE LIMITED |
| L3 | LR Plot No:- 673, LR Khatian No:- 2445 | Owner:প্রিগ্রাণী ইনকলেভস প্রাঃ িঃ, Address:126 রাজডাঙ্গা পল কোলকাতা-107 , Classification:বিশ্ববাস, Area:0.11000000 Acre, | BEGONIA ENCLAVES PRIVATE LIMITED |
| L4 | LR Plot No:- 674, LR Khatian No:- 2445 | Owner:প্রিগ্রাণী ইনকলেভস প্রাঃ িঃ, Address:126 রাজডাঙ্গা পল কোলকাতা-107 , Classification:বিশ্ববাস, Area:0.06000000 Acre, | BEGONIA ENCLAVES PRIVATE LIMITED |
| L5 | LR Plot No:- 676, LR Khatian No:- 2445 | Owner:প্রিগ্রাণী ইনকলেভস প্রাঃ িঃ, Address:126 রাজডাঙ্গা পল কোলকাতা-107 , Classification:ডাঙ্গা, Area:0.17000000 Acre, | BEGONIA ENCLAVES PRIVATE LIMITED |
| L6 | LR Plot No:- 677, LR Khatian No:- 2445 | Owner:প্রিগ্রাণী ইনকলেভস প্রাঃ িঃ, Address:126 রাজডাঙ্গা পল কোলকাতা-107 , Classification:পুকুর, Area:0.16000000 Acre, | BEGONIA ENCLAVES PRIVATE LIMITED |
| L7 | LR Plot No:- 678, LR Khatian No:- 2445 | Owner:প্রিগ্রাণী ইনকলেভস প্রাঃ িঃ, Address:126 রাজডাঙ্গা পল কোলকাতা-107 , Classification:বাগান, Area:0.03000000 Acre, | BEGONIA ENCLAVES PRIVATE LIMITED |



| No. | Name of the Party | Address | Particulars |
|-----|-------------------|---------|-------------|
| 1 | ... | ... | ... |
| 2 | ... | ... | ... |
| 3 | ... | ... | ... |
| 4 | ... | ... | ... |
| 5 | ... | ... | ... |
| 6 | ... | ... | ... |
| 7 | ... | ... | ... |
| 8 | ... | ... | ... |
| 9 | ... | ... | ... |
| 10 | ... | ... | ... |



On 04-08-2021

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 12:49 hrs on 04-08-2021, at the Office of the D.S.R. -I SOUTH 24-PARGANAS by Mr ADITYA TODI .,

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 2,76,45,450/-

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

Execution is admitted on 04-08-2021 by Mrs SUJATA GUPTA, Director, BEGONIA ENCLAVES PRIVATE LIMITED (Private Limited Company), 1977, Rajdanga Main Road, GE-05, 1st Floor, City:- , P.O:- Anandpur, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107

Identified by Mr MAYANK TODI, , Son of Mr Bimal Kumar Todi, 67, Gobindapur Road, P.O: Lake Garden, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700045, by caste Hindu, by profession Business

Execution is admitted on 04-08-2021 by Mr ADITYA TODI, Director, RADICAL NIRMANS PRIVATE LIMITED (Private Limited Company), 2A, Grant Lane, 5th Floor, Room No. 5F, City:- Kolkata, , P.O:- Bowbazar, P.S:-Bowbazar, District:- Kolkata, West Bengal, India, PIN:- 700012

Identified by Mr MAYANK TODI, , Son of Mr Bimal Kumar Todi, 67, Gobindapur Road, P.O: Lake Garden, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700045, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 40,053/- (B = Rs 40,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 40,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/08/2021 8:39PM with Govt. Ref. No: 192021220042689801 on 02-08-2021, Amount Rs: 40,021/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 65341659 on 02-08-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 39,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 447985, Amount: Rs.100/-, Date of Purchase: 18/06/2021, Vendor name: Sipra Dey

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/08/2021 8:39PM with Govt. Ref. No: 192021220042689801 on 02-08-2021, Amount Rs: 39,921/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 65341659 on 02-08-2021, Head of Account 0030-02-103-003-02

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Samar Kumar Pramanick
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -I I SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal



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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2021, Page from 241647 to 241706

being No 160205571 for the year 2021.



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Digitally signed by Samar kumar
pramanick
Date: 2021.08.10 12:52:22 +05:30
Reason: Digital Signing of Deed.

(Samar Kumar Pramanick) 2021/08/10 12:52:22 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)

Dated this day of July, 2021

DEVELOPMENT AGREEMENT

BETWEEN

BEGONIA ENCLAVES PVT. LTD.

....OWNER

AND

RADICAL NIRMANS PVT. LTD.

....DEVELOPER

**SHAKEEL MOHAMMED AKHTER
ADVOCATE
C/O. LEGAL ACCESS,
ADVOCATES,
16/1A, BRITISH INDIAN STREET,
4TH FLOOR, KOLKATA-700 069
MOBILE NO. 9903321066
E-mail: shakeel.advo@yahoo.com.**