

ST 5970

D-59/4/2021.

10.05
29/9/21



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL. 2001884389/21.
W. B. Comm. Section Case No. 829/21

AC 847130

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[Signature]
09/10/21

04 OCT 2021

DEVELOPMENT AGREEMENT

AND

RELATED POWER OF ATTORNEY

IS MADE ON THIS 25TH SEPTEMBER,
2021

36511

18 AUG 2021

No.....R-50/- Date.....

Stamp.....

Address.....

Vendor.....

DEBJYOTI GHOSH
ADVOCATE
SEAL BAHADUR COURT
ROOM NO. 431 (4TH FLOOR)
KOLKATA-700 014

SUBHANKAR DAS
STAMP VENDOR
Ankur Palace Court, Kol-27

Ran Nain Agar

2751
25/09/21

For Srijan Residency Ltd

Ran Nain Agar

Authorized Signatory

2752
25/09/21

For ADARSH TECHNOCOM PVT LTD

Madhu Birla

(MADHU BIRLA)

2749
25/09/21

For DANKE BHIMANI ESTATE LLP

Rajendra Kumar Agarwal

(RAJENDRA KUMAR AGARWAL)

2748
25/09/21

For MUCHMORE PROMOTERS PRIVATE LIMITED

Anish Birla

(ANISH BIRLA)



1

Adl. Dist. Sudh Registrar
Sonarpur
South 24 Parganas

25 SEP 2021

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2750
25/09/21

For ENIVE TRADELINK PRIVATE LIMITED

Shila Rathi

(SHILA RATHI)



2763
25/09/21

For RUDH MERCHANTS PRIVATE LIMITED
RAM COMPLEX PRIVATE LIMITED
R P TRADELINK PRIVATE LIMITED
RUDH RUDH FORTRADE PRIVATE LIMITED

Kishna Kumar Agarwal

(KISHNA KUMAR AGARWAL)



2762
25/09/21

For GUGANSHAM TEXCOM PRIVATE LIMITED,

Adishwar Agarwal

(ADISHWAR AGARWAL)



2761
25/09/21

Pramod Kumar Agarwal

(PRAMOD KUMAR AGARWAL)



2761
25/09/21

Pramod Kumar Agarwal

For PRAMOD KUMAR AGARWAL (HUF)

Pramod Kumar Agarwal

(Pramod Kumar Agarwal)



2762
25/09/21

Adishwar Agarwal

(ADISHWAR AGARWAL)



1
422. One-Sub Registrar
South 24 Parganas

2,5 SEP 2021

1) ADARSH TECHNOCOM PVT LTD (PAN AADCA7350B), a company incorporated under the Companies Act, 1956 having its registered office at Ghoshpara, Balitukri, P.O. Balitukri Naskarpara, P.S. Bali, Howrah, PIN 711402, represented by its Director namely Mrs. Madhu Birla (PAN AEAPB6263L, AADHAR:733917494648, PH NO. 9163573750), wife of Vijay Kumar Birla, residing at Flat 1C/6, 93, Deshpriya Sasmal Road, P.O. Tollygunge, P.S. Charumarket, Kolkata 700033,

2) BANKE BEHARI ESTATE LLP (PAN AAPFB2197L) (FORMERLY KNOWS AS BANKE BEHARI ESTATE PVT LTD), a company incorporated under the Companies Act, 1956 having its registered office at 33A Jawaharlal Nehru Road, 9th Floor, Room No 9A, P.O. Middleton Street, P.S. Shakespeare Sarani Kolkata-700071, represented by its Director namely Mr. Rajendra Kumar Agarwal (PAN ACYPA2103Q, AADHAR No: 606708534302, PH NO- 9331007000), son of Sri Hulash Chand Agarwal, residing at 1/D 11, Aasha Apartment, 93 Deshpriya Sasmal Road, P.O. Tollygunge, P.S. Charu Market, Kolkata - 700033

3) MUCHMORE PROMOTERS PRIVATE LIMITED (PAN AAICM1054F) a company incorporated under the Companies Act, 1956 having its registered office at 6/1 Burtulla Street, 2nd Floor, P.O. Barabazar, P.S. Jorasanko Kolkata-700 007, represented by its Director namely Mr. Abhishek Birla, (PAN AWFPB3978F, AADHAR:933575225055, PH NO- 9831511722), son of Vijay Kumar Birla, residing at Flat 1C/6, 93, Deshpriya Sasmal Road, P.O. Tollygunj, P.S. Charu Market, Kolkata 700033,

4) ENDIVE TRADELINK PRIVATE LIMITED (PAN AADCE0474G) a company incorporated under the Companies Act, 1956 having its registered office at P6 Kalakar Street, 3rd Floor, P.O. Barabazar, P.S. Barabazar Kolkata-700007, represented by its Director namely Mrs. Shila Rathi (PAN ADIPR2718P, AADHAR:938323412978, PH NO- 9831014103), wife of Rajkumar Rathi, residing at 20, Round Tank Lane, P.O. Howrah, P.S. Shibpur, Howrah 711101

5) NIHON MERCHANTS PRIVATE LIMITED (PAN AAACN8720H), A company incorporated under the Companies Act, 1956 having its registered office at 36A, S.N. Roy Road, New Awaz, Block - B, 2nd Floor, P.O. Behala, P.S. Behala Kolkata-700 038, represented by its Director namely Mr. Krishna Kumar Agarwal (PAN BWVPA6426J, AADHAR:621124132021; PH NO- 9831091232), son of Lato

(NEELIMA TEJASWANI-SALUNKE)



2777
25/09/21

R. Somani

(RAJESH KUMAR SOMANI)



2776
25/09/21

Deena Sonani

(DEENA SOMANI)



2771
25/09/21

Nirmal Jain
(NIRMAL JAIN)

For JGD VYAPAK PRIVATE LIMITED
For ANANDHARA VANIYA PRIVATE LIMITED

R. Somani



2777
25/09/21

(RAJESH KUMAR SOMANI)



2778
25/09/21

For RAMSHIVAM COMMODITIES PRIVATE LIMITED
For SURKHAVER COMMODITIES PRIVATE LIMITED

N. Somani

(NARAYAN PRASAD SOMANI)



↑
ADDITIONAL DISTRICT SUB-REGISTRAR
Sonarpur
South 24 Parganas

25 SEP 2021

Ramawtar Agarwal, residing at 36A, S.N. Roy Road, New Awaz, Block - B, 2nd Floor, P.O.-Behala, P.S.-Behala, Kolkata 700038,

6) **RAM COMPLEX PRIVATE LIMITED (PAN AAFCR3891H)**, a company incorporated under the Companies Act, 1956 having its registered office at Shibtolla Industrial Estate, Balitukri, Shibtola, P.O. Balitukri, P.S. Jagachha, Howrah, PIN 711113 represented by its Director namely **Mr. Krishna Kumar Agarwal, (PAN BWVPA6426J, AADHAR: AADHAR:621124132021; PH NO- 9831091232)**, son of Late Ramawtar Agarwal, residing at 36A, S.N. Roy Road, New Awaz, Block - B, 2nd Floor, P.O.-Behala, P.S.-Behala, Kolkata 700038.

7) **GUGANRAM TEXCOM PRIVATE LIMITED (PAN AAFCP9791H)**, a company incorporated under the Companies Act, 1956, having its registered office at 161/1 Mahatma Gandhi Road, 3rd Floor, Room No 63G, P.O. Burabazar, P.S.- Jorasako, Kolkata-700007, represented by its Director namely **Mr. Abhishek Agarwal (PAN ADDPA2877R, AADHAR: 587149568668, PH NO- 9831674622)**, son of Pramod Kumar Agrawal, residing at 188/1E Maniktala Main Road, 3rd Floor, P.O. Kankurgachhi, P.S.- Phool Bagan, Kolkata 700054,

8) **MR. PRAMOD KUMAR AGRAWAL (PAN AERPA2675J, AADHAR:813857977868;PH NO- 9748453252)**, son of Late Om Prakash Agrawal, residing at 210 Jamunahal Bajaj Street, Shop No 54, Ground Floor, P.O. Burrabazar, P.S.- Burra Bazar, Kolkata 700007

9) **PRAMOD KUMAR AGRAWAL (HUF) (PAN AAHP8253N)**, of 210 Jamunahal Bajaj Street, Shop No 54, Ground Floor, P.O. Burrabazar, P.S.- Burra Bazar, Kolkata 700 007 represented by its Karta namely **Mr. Pramod Kumar Agrawal, (PAN AERPA2675J, AADHAR: 813857977868;PH NO- 9748453252)** son of Late Om Prakash Agrawal, residing at 210 Jamunahal Bajaj Street, Shop No 54, Ground Floor, P.O. Burrabazar, P.S.- Burra Bazar, Kolkata 700007

10) **MR. ABHISHEK AGARWAL (PAN ADDPA2877R, AADHAR: 587149568668;PH NO- 9831674622)**, son of Pramod Kumar Agrawal, residing at 188/1E Maniktala Main Road, 3rd Floor, P.O. Kankurgachhi, P.S.- Phool Bagan, Kolkata 700054

11) **R P TRADELINK PRIVATE LIMITED (PAN AADCR3564J)** a company incorporated under the Companies Act, 1956 having its registered office at Shibtolla Industrial Estate, Balitukri, Shibtola, P.O. Balitukri, P.S. Jaigaacha, Howrah, PIN 711113, represented by its Director namely **Mr. Krishna Kumar Agarwal, (PAN BWVPA6426J, AADHAR: AADHAR:621124132021; PH NO- 9831091232)**, son of



2765
25/09/21

For FSD INFRA PROJECTS PRIVATE

Sudha Birla

(SUDHA BIRLA)



2769
25/09/21

For ARCHANA IMPEX PVT. LTD

Atsurnijit Singh

(ATSURNIJIT SINGH)



2768
25/09/21

Ashok Kumar Agrawalla

(ASHOK KUMAR AGRAWALLA)



2760
25/09/21

For SHIVYAMA COMMERCIAL PRIVATE LIMITED
SHIVAM PRIVATE LIMITED

Jash Vardhan Birla

(JASH VARDHAN BIRLA)



2752
25/09/21

For FI INFRA REALTY PRIVATE LIMITED

Madhu Birla

(MADHU BIRLA)



1
ACCT CHIEF-PAID REGISTRAR
SERIALS
25/09/21

25 SEP 2021

Late Ramawtar Agarwal, residing at 36A, S.N. Roy Road, P.O.-Behala, P.S.-Behala, Kolkata 700038,

12) MR. RAJESH KUMAR SOMANI (PAN AKVPS1291C, AADHAR NO: 708915388524; PH NO- 9830055540), son of Prem Sukh Somani, residing at 38/E Palm Avenue, P.O. Ballygunge, P.S. Karaya, Kolkata- 700019,

13) MRS. SEEMA SOMANI (PAN BTUPS0387Q, AADHAR NO: 712564602326; PH NO- 9830055540), wife of Rajesh Kumar Somani, residing at 38/E Palm Avenue, P.O. Ballygunge, P.S. Karaya, Kolkata- 700019

14) MR. NIRMAL JAIN (PAN ACQPJ8739D, AADHAR: 907380529342; PH NO- 9331027785), son of Late Ratari Lal Bardia, residing at 20B Kabir Road, Kalighat, P.O. Kalighat, P.S. Tollygunj, Kolkata 700028

15) JGD VYAPAR PRIVATE LIMITED (PAN AACCCJ6784F), a company incorporated under the Companies Act, 1956 having its registered office at at 29-B, Rabindra Sarani, 3rd Floor, Room No 6W P. O. - C. R. Avenue, P. S. - Hare Street, Kolkata 700 073, represented by its Director namely Mr. Rajesh Kumar Somani, (PAN AKPVPS1291C, AADHAR NO: 708915388524, PH NO- 9830055540) son of Prem Sukh Somani, residing at 38/E Palm Avenue, P.O. Ballygunge, P.S. Karaya, Kolkata- 700019,

16) ANANDDHARA VANLIYA PRIVATE LIMITED (PAN AALGA1057B), a company incorporated under the Companies Act, 1956 having its registered office at at 29-B, Rabindra Sarani, 3rd Floor, Room No 6W, P. O. - C. R. Avenue, P. S. - Hare Street, Kolkata 700 073, represented by its Director namely Mr. Rajesh Kumar Somani, (PAN AKPVPS1291C, AADHAR NO: 708915388524, PH NO- 9830055540) son of Prem Sukh Somani, residing at 38/E Palm Avenue, P.O. Ballygunge, P.S. Karaya, Kolkata- 700019,

17) NAMOSHIVAM COMMOSALES PRIVATE LIMITED (PAN AAECN1774B), a company incorporated under the Companies Act, 1956 having its registered office at at 29-B, Rabindra Sarani, 3rd Floor, Room No 6W, P. O. - C. R. Avenue, P. S. - Hare Street, Kolkata 700 073, represented by its Director namely Mr. Narayan Prasad Somani (PAN AJIPS8214K, AADHAR: 815366639286, PH NO- 9830023760), son of Prem Sukh Somani, residing at 38/E Palm Avenue, P.O. Ballygunge, P.S. Karaya, Kolkata- 700019,

18) SUNHEAVEN COMMOSALES PRIVATE LIMITED (PAN AASC83013N), a company incorporated under the Companies Act,



2766
25/09/21

For AAR ESS HOMES PRIVATE LIMITED

Putul Seal

(PUTUL SEAL)



2765
25/09/21

For PRAGATI REALTORS PRIVATE LIMITED

Sudha Birla

(SUDHA BIRLA)



2767
25/09/21

Bijay Kumar Doharia

(BIJAY KUMAR DOHARIA)



2755
25/09/21

For HAPPY AGENT PRIVATE LIMITED

Sandip Bhattacharya

(SANDIP BHATTACHARYA)



2764
25/09/21

For MATAHEEN PROJECTS PRIVATE LIMITED,

Binod Kumar Doharia

(BINOD KUMAR DOHARIA)



Asst. Dist. Sub Registrar
Sonarpur

South 24 Parganas

25 SEP 2021

1956 having its registered office at 29-B, Rabindra Sarani, 3rd Floor, Room No 6W, P. O. - C. R. Avenue, P. S. - Hare Street, Kolkata 700 073, represented by its Director namely **Mr. Narayan Prasad Somani** (PAN AJIPS8214K, AADHAR: 815366639286; PH NO- 9830023760), son of Prem Sukh Somani, residing at 38/E Palm Avenue, P.O. Ballygunge, P.S. Karaya, Kolkata- 700019,

19) **PSD INFRA PROJECTS PRIVATE LIMITED** (PAN AAGCP3406Q), a company incorporated under the Companies Act, 1956 having its registered office at 29/1 Kalabagan Lane, Block 2, 2nd floor, Lemon Fresh Complex, Domurjola, P.O. Santragachi, P.S. Chatterjeehat, Howrah -711 104 represented by its Director namely **Mrs. Sudha Birla** (PAN AEAPB6391P, AADHAR:529097085887; PH NO- 9831047023) wife of Satish Kumar Birla, residing at Flat No. 2C16, 93, Deshpriya Shastri Road, P.O. Tollygunge, P.S. Charu Market, Kolkata -700033

20) **ARCHANA IMPEX PVT. LTD.** (PAN AACCA2601C), a company incorporated under the Companies Act, 1956 having its registered office at 16, Rameshwar Malia, 1st Bye Lane, P.O. Howrah, P.S. Howrah, Howrah-711101, represented by its Director namely **Mr. Biswajit Singh** (PAN BTDPS8232D, AADHAR: 209058675180, PH NO- 9831130748), son of Mr. Mahatma Singh, residing at 20, K.C. Sen Sadhan Kanan, P.O. Morepukur, P.S. Uttarpara, Kolkata 700 029,

21) **Mr. ASHOK KUMAR AGRAWALLA** (PAN ACVPA7413J, AADHAR: 932999345130; PH. NO. 9830070160), son of Satya Naryan Agarwal, residing at Asha Tower 5D, 34/1 Bondel Road, P.O. Ballygunj & P.S. Kanya, Kolkata 700019

22) **PARASPYARA COMMERCIAL PRIVATE LIMITED** (PAN AABCP6737B), a company incorporated under the Companies Act, 1956 having its registered office at 29/1 Kalabagan Lane, Block 2, 2nd floor, Lemon Fresh Complex, Domurjola, P.O. Santragachi, P.S. Chatterjeehat, Howrah -711 104, represented by its Authorised signatory namely **Mr. Yash Vardhan Birla** (PAN AORPB6008G, AADHAR:435594717241; PH NO- 9831873748), s/o Banshi Lal Rathi, residing at 15B Kalakar street, P.O. Kalakar Street, P.S. Burrabazar, Kolkata - 700007,

23) **PD INFRA REALTY PRIVATE LIMITED** (PAN AAGCP3618J), a company incorporated under the Companies Act, 1956, having its registered office at 11A, Dover Lane, Triveni Apartment, P.O. Dover Lane, P.S. Gariahat, Kolkata 700029, represented by its Director namely **Mrs. Madhu Birla** (PAN AEAPB6263L,



2770
25/09/21

For PANCHUKHI REALTY PRIVATE LIMITED

Manisha Dokania

(MANISHA DOKANIA)



2759
25/09/21

For HIRAJULI TEA COMPANY LIMITED
For THIRANI ENTERPRISES PRIVATE LIMITED
For THIRANI RESOURCES PRIVATE LIMITED
For HI-TECH HOLDINGS PRIVATE LIMITED
For LUCKY DHAN VYAPAAR PRIVATE LIMITED
For JAY GOPAL FISCAL SERVICES PRIVATE LIMITED

[Signature]

(JITENDRA KUMAR THIRANI)



2753
25/09/21

[Signature]

(BIJOY CHOUDHARY)



2756
25/09/21

Swapan Kumar Ghosh

(SWAPAN KUMAR GHOSH)



2757
25/09/21

Subrata Majumder

(SUBRATA MAJUMDER)



1
ADDITIONAL DISTRICT SUB-REGISTRAR
Sonarpur
South 24 Parganas

25 SEP 2021

AADHAR: 733917494648; PH NO- 9163573750), wife of Vijay Kumar Birla, residing at Aasha Apartments, Flat 1C/6, 93, Despran Shasmal Road, P.O. Tollygunge, P.S. Charumarket, Kolkata 700033,

24) AAR ESS HOMES PRIVATE LIMITED (PAN AACCA2602B), a company incorporated under the Companies Act, 1956 having its registered office at 16, Rameshwar Mallia, 1st Bye Lane, P.O. Howrah, P.S. Howrah, PIN 711101, represented by its Authorised signatory namely Puful Seal (PAN BFTPS7013E; AADHAR:867843307325, PH NO 9831130748), daughter of Jahar Lal Seal, residing at Janmabhumi Kuthi, 4th Floor, Block- B, Flat No 501, 16 Thakurdas Babu Lane, P.O. Serampore, P.S.- Serampore, Hooghly, 712201

25) PRAGATI REALTORS PRIVATE LIMITED (PAN AADCP0981H), a company incorporated under the Companies Act, 1956 having its registered office at 98A, Syed Abdul Rahaman Road, P.O. Haridevpur, P.S. Tollygunj, Kolkata 700082, represented by its Director namely Mrs. Sudha Birla, (PAN AEAPB6391P, ADHAR: 529097085887; PH NO- 9831130748), wife of Satish Kumar Birla, residing at Flat 2C16, 93 Deshpran Sashmal Road, P.O Tollygunge, P.S Charu Market, Kolkata - 700033,

26) APOLLO VINIMAY PRIVATE LIMITED (PAN AACGA2624D), a company incorporated under the Companies Act, 1956 having its registered office at 16, Rameshwar Mallia, 1st Bye Lane, P.O. Howrah, P.S. Howrah, PIN 711101, represented by its Director namely Mr. Yash Vardhan Birla, (PAN: AORPB6008G, AADHAR: 435594717241; PH NO- 9831873748), son of Satish Kumar Birla, residing at Flat 2C16, 93, Deshpran Sashmal Road, P.O. Tollygunj, P.S. Charu Market, Kolkata 700033,

27) RIDHI SIDHI FINTRADE PRIVATE LIMITED (PAN AABCR4992A), a company incorporated under the Companies Act, 1956 having its registered office at 40 Strand Road, Room No 44, 1st Floor, P.O. Kolkata (G.P.O.), P.S. North Port, Kolkata-700001, represented by its Director namely Mr. Krishna Kumar Agarwal, (PAN BWVPA6426J, AADHAR:621124132021; PH NO- 9831091232) son of Late Ramawtar Agarwal, residing at 36A, S.N. Roy Road, New Awaz, Block - B, 2nd Floor, P.O. Behala, P.S. Behala Kolkata 700 038, hereinafter referred to as the GROUP -1 OWNERS.

AND

28) BIJAY KUMAR DOKANIA (PAN ADTPD4887C, AADHAR:990341426417, PH. NO. 9433015833), son of Ramawtar

 2758
25/09/21
Mala Paul
(MALA PAUL)

 2772
25/09/21
Anpita Paul
(ANPITA PAUL)

 2773
25/09/21
Joy Paul
(JOY PAUL)

 2774
25/09/21
Nily Paul
(NILY PAUL)

 2775
25/09/21
Tisra Ghose
(TISRA GHOSH)

 2779
25/09/21

IDENTIFIED BY ME:


(UJJAL SURYA SARKAR)
SON OF LT. HANINDRANATH BARIKAR
26/1A, ELGIN RD,
KOLKATA - 700020




Sub-Registrar
Kolkata

25 SEP 2021

Dokania, 179/A/1A Maniktala Main Road, Kankurgachi, P.O. Kankurgachi, P.S. - Phool Bagan, Kolkata 700054,

29) HAPPY AGENCY PRIVATE LIMITED (PAN AACCH4887K), a company incorporated under the Companies Act, 1956 having its registered office at 9, Lalbazar Street, P.O. Kolkata GPO, P.S. Hare Street, Kolkata 70001, represented by its signatory authority namely Sandip Bhattacharya (PAN BHOPB6999K, AADHAR: 248459590060; PH. No. 9331645558), s/o Kartick Chandra Bhattacharya Panchanantala, Furba Ukil Para, Barulpur, P.O. Barulpur, P.S. Barulpur Kolkata- 700144

30) MATASHREE PROJECTS PRIVATE LIMITED. (PAN AAGCM2150G), a company incorporated under the Companies Act, 1956 having its registered office at Jalan House, 8 B.B.D Bag (East), 1st Floor, P.O. Kolkata GPO, P.S. Hare Street, Kolkata 700001 represented by its Director namely Mr. Binod Kumar Dugar, (PAN ADTPD2023Q, AADHAR: 487216965341, PH NO- 9830126107), s/o Late Ashkaran Dugar, residing at P-257, Block -B, Lake Town, P.O. & P.S. Lake Town, Kolkata- 700089

31) PANCHMUKHI REALTY PRIVATE LIMITED (PAN AAFCP9801L), a company incorporated under the Companies Act, 1956 having its registered office at - 4 Fairlie Place, 2nd floor, Room No. 207, P.O. Kolkata GPO, P.S. Hare Street, Kolkata 70001, represented by its authorized signatory namely Manisha Dokania (PAN AGIPD0232H, AADHAR:676774320162, PH NO-9903629595), wife of Sunil Kumar Dokania, residing at Rukmani Parasmani, Flat No-2PF, 92/1/B, Moulana Abul Kalam Azad Sarani, Kankurgachi, P.O. & P.S. Phoolbagan, Kolkata- 700054

32) HIRAJULI TEA COMPANY LIMITED. (PAN AABCH0479E) a company incorporated under the Companies Act, 1956 having its registered office at Sri Sri Kutir, 14, Jatin Bagchi Road, P.O. Sarat Bose Road, P.S. Gariahat, Kolkata 700029, represented by its Director namely Mr. Jitendra Kumar Thirani, (PAN ABVPT7559F, AADHAR:523165200858; PH NO- 9830040001), son of Late Brijmohan Thirani, residing at 14, Jatin Bagchi Road, P.O. Sarat Bose Road, P.S. Gariahat, Kolkata 700029,

33) THIRANI ENTERPRISES PRIVATE LIMITED (PAN AAACH9481H) a company incorporated under the Companies Act, 1956 having its registered office at F-509, Titanium City Centre, Near Sachin Tower, 100 Feet, Ring Road, Anandnagar, P.S. Satellite, P.O. SAC Gujrat, Ahmedabad 380015, represented by its Director namely Mr.



✓
Sd/-, Dist. Sub Registrar
Soderpur
South 24 Parganas

25 SEP 2021

Jitendra Kumar Thirani, (PAN ABVPT7559F, AADHAR: 523165200858, PH NO- 9830040001) son of Late Brijmohan Thirani, residing at 14, Jatin Bagchi Road, P.O. Sarat Bose Road, P.S. Gariahat, Kolkata 700029,

34) **THIRANI RESOURCES PRIVATE LIMITED (PAN AAAC79482E)** a company incorporated under the Companies Act, 1956 having its registered office at F-609, Titanium City Centre, Near Sachin Tower, 100 Feet, Ring Road, Anandnagar, P.S. Satellite, P.O. SAC Gujrat, Ahmedabad 380015, represented by its Director namely **Mr. Jitendra Kumar Thirani, (PAN ABVPT7559F, AADHAR: 523165200858, PH NO- 9830040001)** son of Late Brijmohan Thirani, residing at 14, Jatin Bagchi Road, P.O. Sarat Bose Road, P.S. Gariahat, Kolkata 700029,

35) **HI-TECH HOLDINGS PRIVATE LIMITED (PAN AAACH7023D)**, a company incorporated under the Companies Act, 1956 having its registered office F-609, Titanium City Centre, Near Sachin Tower, 100 Feet, Ring Road, Anandnagar, P.S. Satellite, P.O. SAC Gujrat, Ahmedabad 380015, represented by its Director namely **Mr. Jitendra Kumar Thirani, (PAN ABVPT7559F, AADHAR: 523165200858, PH NO- 9830040001)** son of Late Brijmohan Thirani, residing at 14, Jatin Bagchi Road, P.O. Sarat Bose Road, P.S. Gariahat, Kolkata 700029,

36) **LUCKY-DHAN VYAPAAR PRIVATE LIMITED (PAN AAACL8331L)**, a company incorporated under the Companies Act, 1956 having its registered office F-609, Titanium City Centre, Near Sachin Tower, 100 Feet, Ring Road, Anandnagar, P.S. Satellite, P.O. SAC Gujrat, Ahmedabad 380015, represented by its Director namely **Mr. Jitendra Kumar Thirani, (PAN ABVPT7559F, AADHAR: 523165200858; PH NO- 9830040001)** son of Late Brijmohan Thirani, residing at 14, Jatin Bagchi Road, P.O. Sarat Bose Road, P.S. Gariahat, Kolkata 700029,

37) **JAY GOPAL FISCAL SERVICES PRIVATE LIMITED (PAN AAACJ6824E)**, a company incorporated under the Companies Act, 1956 having its registered office at F-609, Titanium City Centre, Near Sachin Tower, 100 Feet, Ring Road, Anandnagar, P.S. Satellite, P.O. SAC Gujrat, Ahmedabad 380015, represented by its Director namely **Mr. Jitendra Kumar Thirani, (PAN ABVPT7559F, AADHAR: 523165200858; PH NO- 9830040001)** son of Late Brijmohan Thirani, residing at 14, Jatin Bagchi Road, P.O. Sarat Bose Road, P.S. Gariahat, Kolkata 700029,

38) **MR. BIJOY GHOSH (PAN ADYPG4183B, AADHAR NO: 407983521391, PH NO- 9674541799)**, s/o Late Lalmoan Ghosh,



1
Additional District Sub-Registrar
Sonapat
South 24 Parganas

25 SEP 2021

residing at C/9 Rajnarayan Park, Boral, P.O. Boral, P.S. Sonarpur, Kolkata 700154

39) **MR. SWAPAN KUMAR GHOSH** (PAN ADOPG0788J, AADHAR NO: 776407485445), PH NO- 9433556723), son of Late Haridas Ghosh, residing at A/17, Rajnarayan Park, Boral, P.O. Boral, P.S. Sonarpur, Kolkata 700154

40) **MR. SUBRATA MAJUMDER** (PAN AITPM8668D, AADHAR NO: 560460511603, PH NO- 9830297994), son of Thakurdas Majumdar, residing at 29, Southend Garden, Garia, P.O. Garia, P.S. Patuli, Kolkata Kolkata 700 084,

41) **MRS MALA PAUL** (PAN ALTPP6195M, AADHAAR NO- 244556316546, PH NO- 7980432836), w/o Late Babulal Paul, residing at P21, Velley Park, Garia, P.O.- Garia, P.S. -Patuli, Kolkata- 700084,

42) **MS ARPITA PAL** (PAN AXDPP4709R, AADHAAR NO- 778961371723, PH NO-9836505179), d/o Late Babulal Paul, W/O- Mr Jiten Pal, residing at 1/1B, Madan Dutta Lane, P.O.- Bowbazar, P.S. -Muchipara, Kolkata- 700084,

43) **MR JOY PAUL** (PAN BYJPP0653C, AADHAAR NO- 689377198758, PH NO- 9674307355), d/o Late Babulal Paul, residing at P21, Velley Park, Garia, P.O.- Garia, P.S. -Patuli, Kolkata- 700012,

44) **MR NILOY PAUL** (PAN DVVPP2247B, AADHAAR NO- 913604606797, PH NO- 9836519884), d/o Late Babulal Paul, residing at P21, Velley Park, Garia, P.O.- Garia, P.S. -Patuli, Kolkata- 700084

45) **MR. NIMAI GHOSH** (PAN ARMPG5721H, AADHAR NO: 876533386350, PH NO- 9836425623), son of Late Haridas Ghosh, residing at A/17, Rajnarayan Park, Boral, P.O.-Boral, P.S.-Sonarpur, Kolkata 700154, Proprietor of Aditya Construction having its office at A/17, Rajnarayan Park, Boral, P.O.-Boral, P.S.-Sonarpur, Kolkata 700 154, hereinafter referred to as the **GROUP - 2 OWNERS**

The **GROUP-1 OWNERS** and the **GROUP-2 OWNERS** are hereinafter jointly referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include in so far as the Companies are concerned their successor and/or successors-in-interest and assigns and so far as the individual Owners are concerned their respective heirs, legal representatives and assigns) and Mr. Rajesh Kumar Somani, son of Prem Sukh Somani shall be one



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point of contact on behalf of all the Owners for all matters concerning the Owners of the **ONE PART**.

AND

SRIJAN RESIDENCY LLP. (PAN ADEFS1907P) a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its regd. Office at 35/1A, Elgin Road, Kolkata - 700 020 represented by Sri Ram Naresh Agarwal (PAN No: ACYPA1903G), (Having Aadhar No. 594889630890) son of Late N.K. Agarwal, by Occupation- Business, by faith- Hindu, residing at 135G, S.P. Mukherjee Road, Police Station- Tollygunge, Post Office- Kalighat, Kolkata- 700026, Designated Partner hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include successor and/or successors-in-interest and assigns) of the **OTHER PART**.

Parties shall mean collectively the Owners and the Developer and **Party** means each of the Owners and the Developer individually.

WHEREAS:-

- A. The Owners whose details of title documents are set out in the **SEVENTH SCHEDULE** hereunder are presently seized and possessed of or otherwise well and sufficiently entitled to All That the pieces and parcels of land containing an area of 492.9 decimal equivalent to **298 Cottahs** be the same a little more or less situate lying at various R.S and L.R Dags of Mouza Jagaddal (J.L.No 71) and Elaichi (J.L.No. 70), A.D.S.R Sonarpur, Police Station Sonarpur, comprised within Municipal Holding No. 177 Ram Chand Dey Street, Ward No.26, under Sonarpur Municipality in the District of South 24 Parganas more fully and particularly described in Part - I of the **First Schedule** hereunder written and shown in the map or plan annexed hereto and coloured **Green** thereon hereinafter referred to as **the Said Entire Project Land**.
- B. On 23rd October 2017, the Parties entered into a Memorandum of Understanding (hereinafter referred to as "**MOU**") whereby the Owners would grant the Developer the Development Rights (as



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hereinafter defined) to construct and develop a residential building complex ("**Complex**") which may consist of several phases of affordable housing of varying sizes and thereafter market, promote and sell/transfer the Units of the Projects by executing necessary Definitive Agreements .

- C. Prior to the above, most of the above named Owners by four separate development agreements as detailed below had appointed "M/S Phonix Real Estate Pvt Ltd" as the developer for undertaking a real estate project over the Said Entire Project Land and for that purpose the Owners concerned had also granted power of attorney in favour of the M/S Phonix Real Estate Pvt Ltd:

Sl.No	Date	Being No	Registration Office
1	21.01.2013	5052 of 2013	ADSR, Sonarpur
2	21.01.2013	0951 of 2013	ADSR, Sonarpur
3	09.04.2013	5054 of 2013	ADSR, Sonarpur
4	09.04.2013	4525 of 2013	ADSR, Sonarpur

- D. Thereafter one of the owner as well as Director of M/S Phonix Real Estate Pvt Ltd namely, Babu Lal Paul, son of Late Kanai Lal Paul died on 04.05.2021 leaving behind his intestate to his wife namely Mala Paul, one daughter namely, Arpita Paul and two sons namely Joy Paul and Niloy Paul (the Owner nos 41 to 44 herein), who inherited Babu Lal Paul's property jointly and equally as per Hindu Succession Act.
- E. By four separate registered Deeds of Cancellation the Owners named therein have revoked each of the earlier four Development



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Agreements and each of the Powers of Attorney resulting in the revocation of the earlier Joint Development Agreements and Powers of Attorney.

- F. Following the aforesaid cancellation of the earlier Development Agreements and the Powers, the Owners are now free to appoint any other Developer and pursuant thereto the Parties now have agreed to enter into a development agreement for development of a residential building complex comprising affordable housing and based on the assurances and representations of the Developer regarding its expertise and competence to undertake the development and Completion of the Project and based on the representations of the Owners regarding title, the Owners have agreed to grant Development Rights (as defined hereinafter) to the Developer, by and under this Agreement and the Developer has consented to the same; and the Parties are entering into this Agreement to record their understanding with respect to the terms and conditions for such development of the Land and the Project by the Developer.
- G. The parties have mutually agreed and framed a Scheme for development of the said Project Land as follows:-
- a) The Owner shall do or cause to be done all deeds and things at its costs and expenses to satisfy the Developer as to the title of the Owner to the said entire project land.
 - b) The Owners shall ³mutate their names in respect of any part or portion of the said ~~entire~~ project land if not yet mutated in the records of the BL & LRO and the Sonarpur Municipality.
 - c) The Owners shall do conversion of any part or portion of the said entire project land if not yet converted from its present classification to Bastu.
 - d) The Owner shall at their own costs and expenses make out marketable title, free from all encumbrances and hand over vacant and peaceful possession of the said entire project Land immediately after execution of this Agreement for the purpose of development unto the Developers and shall answer all



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requisitions that may be made either by the Developers or their Advocates.

e) The Owners shall also be responsible for any litigation related to the title of the Owners to the said entire project Land and shall bear all costs associated in that respect.

f) The entire project would be developed by the Developer at their own costs and expenses and shall be solely liable to do all acts deeds and things relating to planning of the project, preparation of the Building plans and obtaining all permissions from the competent authorities and clearances and no objection certificates for construction and marketing of the project and construction of the building complex project and making the same fit for construction, habitation and marketing and providing insurance during the entire period of construction and warranty and constructional defect liability for five years from the statutory completion certificate for the respective blocks and the Owner shall be kept fully saved harmless and indemnified in respect thereof.

g) The Developer shall always remain liable or responsible to comply with its obligations and/or commitments towards the Owner under this agreement, whatever method of development it may adopt in future.

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 receipt and adequacy of which are hereby mutually acknowledged, the parties with the intent to be legally bound this agreement witnesseth and it is hereby agreed by and between the parties as follows:

1. DEFINITIONS:

Unless in this agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings:-



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AFFILIATE shall mean with respect to any person, any other person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such person;

AGREEMENT shall mean this Agreement along with all annexures and schedules attached hereto and all instruments supplemental to or in amendment or furtherance or confirmation of this Agreement, entered into in writing, in accordance with its terms, including the power of attorney;

APPLICABLE LAW shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;

ARCHITECT - shall mean any such person or persons who may be appointed by the Developers as the Architect for the Complex..

ASSOCIATION - shall mean any company incorporated under the Companies Act, 1956 or any Association or any Syndicate or a Committee or registered Society, as may be formed by Developers for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developers not inconsistent with the provisions and covenants herein contained and the Owners shall not be responsible for its formation.

CAR PARKING SPACE - shall mean all the spaces in the portions at the basement or ground floor level, whether open or covered, of the Complex expressed or intended to be reserved for parking of motor cars/scooters.

COMMON AREAS, FACILITIES AND AMENITIES - shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, overhead water tank, water pump and motor, drive-ways, common lavatories, Generator, transformer, Effluent Treatment Plant, Fire Fighting systems, rain water harvesting areas and



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other facilities in the Complex, which may be decided by the Developer in its absolute discretion and provided by the Developer, and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Complex Provided That the Developer shall be liable to provide the minimum areas, installations and facilities as are included in the **SECOND SCHEDULE** hereunder written.

COMMON EXPENSES - shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose including those mentioned in the **THIRD SCHEDULE** hereunder written which shall arise after obtaining Completion Certificate and to be contributed, borne, paid and shared by the transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge.

COMMON PURPOSES - shall mean and include the purpose of managing, maintaining and up keeping the Complex as a whole in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the transferees and/or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.

COMPLETION NOTICE - shall mean the possession notice as defined hereinafter.

COMPLEX - shall mean the affordable Housing Complex with open areas to be constructed, erected and completed by the Developer in accordance with the Plan.

DEPOSITS/EXTRA CHARGES/TAXES (EDC) - shall mean the amounts specified in the **FOURTH SCHEDULE** hereunder to be deposited/paid by transferees of the units to the Developer and also payable by the Owner and Developer for unsold portions of their allocations.



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DEVELOPER'S ADVOCATES - shall mean the Advocates appointed by the Developer for the Project.

DEVELOPER'S ALLOCATION - shall mean 73% (Seventy three percent) of either the total realisation from sale of saleable areas of the Complex or allocated space in the same proportion to comprise in various flats, units, apartments, and/or constructed spaces of the buildings to be constructed on the said entire project Land more fully and particularly described in Part - I of the **Fifth Schedule** hereunder written **TOGETHER WITH** the undivided proportionate impartible part or share in the said project Land attributable thereto **AND TOGETHER WITH** pro-rata share in the Common Areas, Facilities and Amenities and the entire signage space more particularly described in the **Second Schedule**.

DEVELOPMENT RIGHTS shall include (but not be limited to), *inter alia*, the right, power, entitlement, authority, sanction and permission to:

- (i) enter upon and take possession of the entire project land in accordance with this agreement for the purpose of development and construction of the project and to remain in such possession until the completion of the project;
- (ii) to demolish any existing structures on the entire project land;
- (iii) to put up a sign board at the Project site with brief description of the the impending Project to be developed with the Developer's name inscribed therein.
- (iv) appoint, employ or engage architect, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the planning, design, development and construction of the project;
- (v) to carry out planning, design, all the infrastructure and related work/ constructions for the project, including leveling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations, landscaping and all other common areas and facilities for the total built up area to be



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constructed on the project land as may be required by any approvals, layout plan, or order of any governmental authority; and to set up site offices, marketing offices and construct sample homes/ apartments/ units;

- (vi) to launch the project for booking and receive advances on sale of units in the project from the intending purchasers and to exercise full, exclusive and irrevocable marketing, leasing, licensing and sale rights in respect of the units and related undivided interests in the entire project land and enter into agreements of transfer with all intending purchasers of the units and on such marketing, leasing, licensing or sale, to receive proceeds and give receipts and hand over ownership, possession, use or occupation of the units to the intending purchasers;
- (vii) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the development rights and in connection with all the marketing, leasing, licensing or sale of the units, including execution/ registration of the unit agreements, appear and present for registration before the jurisdictional registrar or sub registrar towards registration of the documents for sale, lease or transfer of the units;
- (viii) manage the entire project land and the common areas constructed upon the entire project land till the completion of the project and upon implementation of RERA 2016 and upon formation of the association to transfer the common areas to such Association.;
- (ix) apply for and obtain any approvals in the name of owners or wherever required under the applicable law in the name of the developer, including any temporary connections of water, electricity, drainage and sewerage in the name of the owners for the purpose of development and construction and completion of the project or for any other exploitation of the development rights in the project as per this agreement;
- (x) generally do any and all other acts, deeds and things that are ancillary or incidental for the exercise of the development rights, including any rights stated elsewhere in this agreement.



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ENCUMBRANCE means any mortgage, lien, charge, non-disposal or other restrictive covenant or undertaking, right of pre-emption, easement, attachment or process of court, burdensome covenant or condition and/or any other arrangement which has the effect of constituting a charge or security interest or other third party interest or negative lien which could affect the construction and development and/or ownership of the Project;

ENTIRE PROJECT LAND - shall mean All That the piece and parcel of land measuring 492.9 decimal equivalent to 298 Cottah at Jagaddal (J.L.No 71) and Elaichi (J.L.No. 70),A.D.S.R Sonarpur, Police Station Sonarpur, comprised within Municipal Holding No. 177 Ram Chand Dey Street, Ward No.26, under Sonarpur Municipality in the District of South 24 Parganas more fully and particularly mentioned and described in Part-I of the **FIRST SCHEDULE** being offered by the Owners for development

ESCROW AGENT means the Developer's Advocate;

ESCROW AGREEMENT means the agreement entered into among the Owners, the Developer and the Escrow Agent;

MAINTENANCE-IN-CHARGE - shall mean and include such agency or any outside agency to be appointed by the Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

MARKETING - shall mean selling, with any space in the complex to any transferee for owning and occupying any flat, unit, apartment, and/or constructed space by the Developer for self and/or on behalf of the Owners in terms hereof.

NEW BUILDINGS - shall mean the new residential buildings in the Complex to be constructed, erected and completed in accordance with the Plan on the said entire project land.

OWNERS' ALLOCATION - shall mean the average share of 27% (Twenty seven percent) wherein 27 out of 45 Owners shall be entitled to a global ratio of 17.86 % and the rest 18 Owners (Owner no 41 to 44, herein are clubbed as one) shall be entitled to 9.14 % of the total



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realization from sale of Saleable areas of the Complex or allocated space in the same proportion to comprise in various flats, units, apartments, and/or constructed spaces of the buildings to be constructed on the said entire project Land more fully and particularly described in Part - II of the **Fifth Schedule** hereunder written **TOGETHER WITH** the undivided proportionate impartible part or share in the said entire project Land attributable thereto **AND TOGETHER WITH** the pro-rata share in the Common Areas, Facilities and Amenities more particularly described in the **Second Schedule**.

PLAN - shall mean the plan to be sanctioned by the concerned Municipality or any other sanctioning authority as the case may be Together With all modifications and/or alterations thereto and/or revisions thereof from time to time made or to be made by the Developer either under advice or on the recommendation of the Architect as decided by the Developer from time to time and approved by the sanctioning authorities.

PROPORTIONATE OR PROPORTIONATELY - according to the context shall mean the proportion in which the revenue from the sale of space and/or spaces, as the case may be, shall be shared between the owners and the Developer.

SALE PROCEEDS shall mean and include all amounts, considerations and receipts, whether one time or periodical, as may be received and collected from the Intending Purchasers, for (a) transfer of the Unit(s) and proportional undivided interest in the Land to Intending Purchasers; (b) transfer of exclusive car park areas/ spaces; and (c) leasing/ licensing/ renting of Unit(s) in the Project which are not transferred on outright sale basis; BUT shall not include any amounts received or collected by the Developer towards:

- (i) any GST or any other present or future taxes/cess or any other statutory or government levies or fees/ charges on development, construction or sale/transfer of any Units or otherwise on the Project;
- (ii) any electricity/ water or any other utility deposits;
- (iii) any moneys collected/ received from the Purchasers for providing facilities/ utilities including electricity, water, club amenities/ equipment etc.;



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- (iv) any monies collected towards maintenance and/or contribution towards corpus fund, any amount received from the prospective Purchasers towards legal charges, share money, society membership fees, stamp duty, registration fee, documentation charges for transfer of Unit(s) and other incidental and allied costs, expenses, of all deeds, documents, agreements, collected from the prospective purchasers;
- (v) all fitment charges, furniture, machineries, equipment, furnishing, tools, etc., if any, to be provided to in the Institutional Units;
- (vi) any grants and/or subsidies to be received for or in connection or in relation with the development work of the Project from the Authorities concerned under any Governmental or Statutory Schemes;
- (vii) any payment which may be specifically stated elsewhere in the Agreement to be solely realised and appropriated by the Developer; and

TOTAL REALIZATION shall mean the sale proceeds as defined above realized from the sale of saleable areas, signage spaces, car parking spaces but excluding Extra Charges and Deposits etc.

SAID SHARE - shall mean the undivided proportionate indivisible part or share in the said entire project land attributable to either party's allocation as in the context would become applicable.

SPECIFICATION - shall mean the specification for the said Complex as mentioned in the **SIXTH SCHEDULE** hereunder written subject to minor alterations or modifications with the consent of the Architect.

TITLE DEEDS - shall mean the documents of title of the Owners in respect of the said entire project Land mentioned in the **SEVENTH SCHEDULE** hereunder written and the documents of title of the Owners as available in respect of the said entire project Land.

TRANSFER - with its grammatical variations shall include transfer by possession and by other means adopted for effecting what is understood as a transfer of space in multi-storied building to the transferees thereof as per law.



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TRANSFeree/PURCHASER - according to the context shall mean all the prospective or actual transferees who would agree to purchase or shall have purchased any Unit in the Complex and in case the parties ever decide to change to area sharing paradigm in such case for all unsold Unit and/or Units in the Owners' allocation shall mean the Owners and for all unsold Unit and/or Units in the Developer's Allocation shall mean the Developer.

2. **INTERPRETATION:**

In this agreement save and except as otherwise expressly provided -

- i) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- ii) the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- iii) when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- iv) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- v) the words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
- vi) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.
- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered,



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modified, supplemented or novated, all the aforesaid recitals shall form integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

3. **PURPOSE**

3.1 This Agreement is to set forth the terms and conditions with respect to and pertaining to the grant of the Development Rights by the Owners with respect to the Said Entire Project Land in favour of the Developer, the nature of the Project to be developed by the Developer and the rights and obligations of the Parties towards the implementation of the Project.

3.2 The Parties shall extend all cooperation to each other and do all such acts and deeds that may be required to give effect to and accomplish the provisions and purposes of this Agreement. The Owners shall provide all assistance to the Developer that may be required by the Developer from time to time for the purpose of carrying out the transactions contemplated hereby.

3.3 If, for any reason whatsoever, any term contained in this Agreement cannot be performed or fulfilled, then save and except any other rights the Parties respectively may have against the other under this Agreement or in law, the Parties shall meet, explore and agree to any alternative solutions depending upon the changed circumstances, but keeping in view the spirit and objectives of this Agreement.

4. **OWNERS' REPRESENTATIONS:** The Owners have represented to the Developer as follows:-

- a) The Owners trace their title successively from the C.S and R.S recorded owners right upto the L.R stage and possess clear, marketable, unfettered, absolute and unrestricted right, title and interest and pursuant thereto are seized and possessed of and well and sufficiently entitled to the Said entire project land which is properly identified by metes and bounds in accordance with Mouza map as well as the Smart Plan. No person other than the Owner has any right, title and/or interest, of any nature whatsoever in the Said entire project land or any part thereof and the



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Owners have made all payments to be made in terms of the sale deed/ documents under which the Said entire project Land were acquired and there are no impediments, defaults, omissions or constraints whatsoever with regard to the rights, ownership, titles, estate, privileges and interests vesting in the Owner. All current and antecedent title documents have been duly registered and stamped at the correct valuation of the Said entire project Land as required under law;

- b) The Owners have full right, power and authority to enter into this Agreement.
- c) The Owners represent that they have made all material disclosures in respect of the Said entire project Land and have provided all information in relation to the transactions contemplated herein and all original documents of title of the Owner and all other title related documents such as Powers of Attorney, Wills, Probates, Letters of Administration, Heirship certificates, Faraznama and/or sworn affidavits affirming heirships and Court Order granting permission to Trusts enabling purchase or sale of land etc wherever necessary with regard to the chain of title are in its custody and the Owners agree to deposit the same in the custody of the Developer's Advocate, whom the parties have agreed to appoint as the Escrow Agent, to be held in Escrow and after formation of the Association, hand over the documents to the Association of Apartment owners.
- d) All the 45 Owners of the Entire Project Land collectively represent that they shall at all times during currency of the development work and till completion of the sale and handing over of the Project to the Apex body, completely cooperate with the Developer without raising any disputes either with the Developer or amongst themselves and in case of any issues/ disputes arising the Owners agree that the Developer will be entitled to decide on the basis of the majority view of the Owners.



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- e) For the purpose of due diligence by the Developer if any further documents are required, the Owners undertake to provide the same such as:
- (i) documents establishing Legal Heirship, Paramama of the predecessors in title of the owners;
 - (ii) any document establishing requisition of land whether subsequently acquired or not ;
 - (iii) Copies of Powers of Attorney granted by predecessors in interest of the Owners.
- f) The Owners further represents that no part of the Land is affected by the West Bengal Thika Tenancy (Acquisition & regulation) Act 2001 or the erstwhile Kolkata Thika and other Tenancies and Lands (Acquisition and Regulation) Act, 1981.
- g) The Owners shall do or cause to be done all deeds and things at its costs and expenses to satisfy the Developer or its Advocates as to the title of the Owner to the said entire project land and agree to ensure that no other person, acting under or through them, does, any act of commission or omission that (i) interferes with or causes any obstruction or hindrance in the exercise of any of the Development Rights by the Developer, or (ii) whereby the grant or assignment of the Development Rights or the rights of the Developer in respect of the Said Project Land are prejudicially affected. In the performance of their duties and the exercise of its rights, powers and authorities under this Agreement, the Owners shall act in the best interests of the Project and shall not, in any manner whatsoever do any act, deed or thing that is detrimental to or against the interests of the Developer.
- h) The Owners further represents that neither they nor their predecessors held any excess vacant land within the meaning of Urban Land (Ceiling and Regulation) Act, 1976 and if required the Owner shall apply for and obtain necessary no objection certificate from the competent authority under the said Act .



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- i) The Said entire project Land and all parts of it are free from all kinds of Encumbrance and third party claims including any prior sale/ agreement to sell, lease/license/ allotment whether flat buyer agreement, plot buyer agreement or villa buyer agreement or any other agreement or memorandum of understanding for sale, booking of any plot, flat, apartment or any other space/ area gift, mortgage, tenancy, license, trust, exchange, lease, encroachment by or settled possession of a third party or any power of attorney or any other authority, oral or otherwise empowering any other person(s) to deal with the Said entire project Land or any part thereof for any purpose whatsoever, claims, loan, surety, security, lien, court injunction, litigation, stay order, notices, charges, disputes, acquisition, attachment in the decree of any court, hypothecation, income tax or wealth tax attachment or any other registered or unregistered Encumbrance whatsoever. No part or portion of entire project Land is properly contiguous land and there are no impediments with regard to the development and construction of the Project on the Said entire project Land; The Owners are in absolute compliance of the Applicable Law, all statute, law, land ceiling laws, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction include.
- j) No part or portion of the Said Land is classified as 'industry'.
- k) That no suits and/or proceedings and/or litigations are pending in respect of the said entire project Land or any part thereof and same is not involved in any civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature (whether relating to, directly or indirectly) are pending or threatened by or against Owners or in respect whereof Owners are liable to indemnify any person concerned and as far as the Owners are aware there are no facts likely to give rise to any such proceedings.



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- l) The Owners further represent if any dispute arises in future the Owner shall be responsible for any litigation related to their title to the said entire Project land and in that event, the Owners shall, at their own costs and expenses, settle all disputes, claims, demands, suits, complaints, litigation, etc. in relation to the right, title and interest of the Owners over the Said entire Project Land and ensure that the development and construction of the Project by the Developer shall not be interrupted, obstructed, hampered or delayed in any manner. Further, the Owners agree and acknowledge that in the event the Developer incurs any costs, expenses, damages etc. to rectify or remedy the title of the Owners to the Said entire Project Land, it shall be entitled to deduct such incurred amounts from the Owners' share in revenue with interest. Alternatively in case the parties adopt the area sharing model, in such case the Owners agree to keep 50% of their allocated area in lien in favour of the Developer alongwith the right to the Developer to sell the same and recover the cost of rectification in the title of the Owners. The Owners further agree that if such defect in their title to their land results in litigation after agreements for sale have been entered into with Buyers, the Owners would be obliged to refund all such money received from the intending Buyers alongwith interest @ 12 % per annum.
- m) The Owners represent that they shall not (i) initiate, solicit or consider, whether directly or indirectly, any offers or agreements from any third party for the sale/ transfer or disposal of the said entire Project Land or any rights or entitlements, including any Development Rights in the Said entire Project Land, in any manner whatsoever; (ii) enter into any arrangement or agreement of any nature whatsoever for sale/ transfer or disposal of the Said entire Project Land (or any rights or entitlements, including any development Rights in the Land), in any manner whatsoever with any other person; (iii) negotiate or discuss with any third party the financing, transfer, mortgage of the Said entire project Land (or any rights or entitlements, including any development Rights in the said entire Project Land);



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and (iv) disclose any information pertaining to this Agreement or Said entire Project Land to any other person.

- n) The Owners represent that no part or portion of the said entire project land ever belonged to any Debtor trust / or to any Minor ;
- o) The said entire project land or any part thereof is not affected by any requisition or acquisition of the Govt or any other statutory body such as the Housing Board, PWD or National Highway Authority or Road alignment of any authority or authorities under any law and the said entire project land is not attached under any decree or order of any Court of Law or dues of the Income Tax, Revenue or any other Public Demand.
- p) There is no prohibitory orders, notices of any nature whatsoever of the Municipal Authority or Statutory Body concerning or relating to or involving the Said entire project Land or the Owners. There are no court orders or any orders/ directions from any Governmental Authority or any other person, which may have any adverse effect on the ownership of the Said entire project Land or on the development and construction of the Project;
- q) Subject to what has been stated in this Agreement, the Owner has not done and shall not do nor permit to be done, anything whatsoever that would in any way impair, hinder and/or restrict the sole and exclusive appointment of and grant of rights to the Developer under this Agreement including, without limitation, the unfettered exercise by the Developer of the sole and exclusive right to develop the said entire project land.
- r) There is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the said entire project land and there are no facts, which may give rise to any such dispute .



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- b) There is no outstanding property taxes, rates, duties, cess, levies including assessments, water charges, electricity charges, dues or any other charges by the Municipal Authorities or any infrastructure charges, under any Applicable Law, Revenue or any other Authority or department of the State or Central Government nor is there any claim or demand by any person or persons affecting the said entire project land. However, if at any stage any demand/notice is received from the Municipality in this respect the same shall be borne/settled solely by the Owners.
- c) The Owners would be able to deliver peaceful vacant possession of the said entire project land to the Developer within 15 days.
- d) The Owners would be able to fulfil and complete all the obligations set out herein.
- e) The Owners hereby give their consent to the Developer to publish appropriate notices of the impending development of the entire Project land in the leading news papers.
- f) The Owner has not stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever;
- g) None of the Owners and/or their predecessors was a 'Big Raiyat' in terms of the W.B.E.A Act 1953 and none of them own land in excess of the ceiling prescribed in the West Bengal Land Reforms Act, 1955.
- h) The Owners represent and confirm that access to and egress from the Said entire project Land is unconditionally and absolutely available for all purposes from the main road and the Owners have not entered into any arrangement or agreement of any nature with any Person/ third party which in any manner restricts the access/ egress to the Said entire



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project Land from the road and may give rise to any dispute for access.

- 2) The Owners state, declares and assure the Developer that based on their representation of a clear and marketable title to the Said entire project Land:

(i) If and when required, the Developer can submit the declaration supported by a sworn affidavit together with the application to the Regulatory Authority under the Real Estate (Regulation & Development) Act, 2016 for registration of the project ;

(ii) Obtain Insurance of the title of the land as required under the said Act.

And in case the Developer suffers any losses on account of any defect in title of the owners arising in future, the Owners agree to indemnify the Developer.

For the avoidance of doubts, the representations mentioned above shall survive and continue to be in force and effect from the date of execution of this agreement. The Owners undertake to notify the Developer in writing, promptly within 48 hours, if they become aware of any fact, matter or circumstance (whether existing on or before the date hereof or arising afterwards) which would cause any of the representations or warranties given by them herein, to become untrue or inaccurate or misleading, at any point of time.

5. **DEVELOPER'S REPRESENTATION:** (i) The Developer has represented and warranted to the Owners that the Developer is carrying on business of construction and development of real estate and have sufficient infrastructure and expertise in this field for the same.

(ii) It shall complete the development of the said premises in accordance with the sanction plans as modified from time to time and other parameters in this regard and in compliance with all applicable laws;

(iii) The Developer shall at all times perform the duties and



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undertake the responsibilities set forth in this Agreement in accordance with industry standards applicable to other residential and commercial developers of repute in India offering similar quality and services products and using reasonable, expeditious, economical and diligent efforts at all times in the performance of its obligations;

- (iv) That it shall continue to comply with terms and conditions of all the consents and all other licenses, permits, approvals obtained or may be obtained in the name of the Owners for the development of the said entire project land;
- (v) That the Developer shall make timely payments of all taxes, cesses, duties, levies and charges and all applicable statutory dues as per applicable law payable by the Developer for the development of the said premises as per the terms and conditions of this Agreement;
- (vi) That the Developer has full power and authority to execute, deliver and perform its obligations under this Agreement.
- (vii) That the Developer shall not hold the Owners responsible in any manner whatsoever for any liability arising due to constructional defects or non compliance of any provisions of WBHRA 2017 or under any other statutory provisions of law.

6. **COMMENCEMENT:**

- 6.1 This Agreement commences and shall be deemed to have come in force on and with effect from the date of execution, mentioned above (commencement date) and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated in this Agreement.

7. **STRUCTURING OF THE PROJECT:**

- 7.1 Subject to the terms and conditions contained in this Agreement, on and from the execution of this Agreement Date, the Owners exclusively grants to the Developer and the Developer hereby accepts from the Owners, all the Development Rights in respect of



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the Said entire project Land.

- 7.2 The Developer shall register the real estate project with the Regulatory Authority established under the Real Estate (Regulation & Development) Act, 2016 and obtain a commencement certificate after registration of either the whole or in case of phased development of each phase separately;
- 7.3 The Developer shall develop the said entire project land itself subject however to the Owner complying with their obligations herein contained.
- 7.4 The Developer shall at its own costs and expenses be solely liable to do and comply with all acts deeds and things relating to (a) Planning of the Project, (b) preparation and Sanctioning of the Building Plans and obtaining all permissions and clearances and no objection for construction of the Project (including Pollution, Fire, Airport Authority, BSNL Authority, WBSEDCL, Competent Authority under West Bengal Housing Industry Regulation Act 2017 and (b) Construction of the Building Complex consisting of several G+7 buildings and making the same fit for habitation and marketing and providing insurance during the entire period of construction and warranty and defect liability for five year from the completion certificates.
- 7.5 The Developer shall appoint all engineers, staff, labour contractors etc., at its own costs and risks without any obligations or liability in respect of laborers etc, upon the Owner in respect thereof and shall also appoint the Architect, Consultants & Surveyors, of the Project.
- 7.6 The specifications and facilities for construction shall be as per the Sixth Schedule attached herewith.
- 7.7 All sanctions, constructions, completion and delivery of the new building complex/project shall be done by the Developer upon due compliance of all laws and with good workmanship and good quality materials and at the sole risk and responsibility of the developers.



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- 7.8 The Developer will construct the Building Complex either in whole or in different phases as decided by it.
- 7.9 The Developer shall prepare, all applications, plans, undertakings, lay out plans, details, descriptions etc. for submission with any Government Authority for obtainment of any Approval. The Owners agree that in the event the Owners are required to obtain any Approvals or have at any point in time applied for or obtained any Approval whether with respect to the Project, it shall provide to the Developer copies of all such applications alongwith documents filed and approvals obtained, as and when the same are made or obtained.
- 7.10 The Owners shall be deemed to have handed over the vacant and peaceful possession of the Said Entire Project Land to the Developer for the purpose of development and construction of the Project, and the Developer shall have the right to enter upon the Project Land directly or through its affiliates, associates, nominees, agents, architects, consultants, representatives, contractors, and/ or assigns, to do all such acts and deeds required and/or necessary for, exercising the Development Rights and for the implementation and development of the Project. Provided however that, nothing contained herein shall be construed as delivery of possession in part performance of any Agreement of Sale under Section 53-A of the Transfer of Property Act, 1882 or Section 2(47)(v) of Income Tax Act, 1961. The possession of the Project Land handed over to the Developer shall be in accordance with and for the purposes of development and construction of the Project and other rights and entitlements as set forth in this Agreement.
- 7.11 Subject to Force Majeure and/ or any delays owing to defaults of the Owners or any acts, omissions or conduct of the Owners or any persons acting on behalf of the Owners, the Developer shall endeavour to obtain sanction of the Building Plan from the Competent Authority within 12 months from the execution of this Agreement and commence construction immediately on obtaining the sanctioned plan and all other permissions, sanctions, approvals and 'No Objections' required prior to commencement of construction from the concerned authorities and subject to the



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compliance of Owners' obligation, complete construction and offer Units for possession within a period of 60 (sixty) months with a grace period of 6 months from the date of last of the approvals for commencement of construction and development of each phase within the validity period of the registration of the Phase ("**Completion Period**"). The Developer shall, if the Owners may so require, provide a quarterly progress report comprising of the status of the construction and development of the Project. It is clarified that the Parties agree that any delays owing to Force Majeure; and/ or any delays owing to defaults of the Owners or any acts, omissions or conduct of the Owners or any persons acting on behalf of the Owner, shall be excluded from the calculation/determination of the Completion Period which is also extendable on practical/reasonable /market consideration.

- 7.12 All fees, costs, charges and expenses including professional fees and supervision charges in respect of the above obligations of the Developer shall be borne and paid by the Developer. Except the costs and expenses for performance of the Owner's obligations such as Mutation and title related expenses thereof and the obligation to contribute marketing costs in terms hereof, the owners shall not be liable for any costs and expenses related to construction of the Project.

- 7.13 In the event the Said Land is acquired before the commencement of construction by any Governmental Authority under any land acquisition laws, the Parties shall work together to: (i) contest, dispute and take all steps and actions, against such proposed acquisition/ acts of the Governmental Authority; (ii) ensure that the Project is executed and implemented within the remaining part of the Project Land. In case the acquisition becomes unassailable, the Owners shall pay out of amounts/ benefits received by the Owners for any such acquisition to the Developer the Security Deposit alongwith interest @ 12% p.a and any amount spent by the Developer towards the project Costs. In the event the Owners disputes the Project Costs then the Project Costs shall be decided by the Architect;

8. **EXCLUSIVE ENTRY FOR DEVELOPMENT:**



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- 8.1 Simultaneously with the execution of this agreement, the Owner have in part performance hereof allowed the Developer exclusive and irrevocable right to enter the said land directly or through its affiliates, associates, nominees, agents, architects, consultants, representatives, contractors, and/ or assigns, to develop the same by constructing or causing to be constructed new buildings and to take all steps in terms of this agreement. This exclusive entry will not debar the right of the owner in any manner to enter into the premises and it shall always be deemed to be in joint possession for the sole purpose of development of the land.

9. **STEPS FOR DEVELOPMENT OF THE SAID LAND:**

- 9.1 The Parties have mutually decided the scope of the Project, that is, the development of the said entire project land by construction of the New Buildings thereon, and commercial exploitation of the New Buildings and/or the complex. The Developer has conceptualised the project to be residential.
- 9.2 The Developer shall undertake development either by itself, associate or by any other Contractor/developer appointed by it and/or in any other manner it deems fit and proper and/or to enter into partnership with others or to assign the benefits and burden of this agreement in favor of any firm or LLP in which the Developer may be a partner or otherwise in order to effectively perform or discharge its obligation hereunder.
- 9.3 In consideration of the land being provided by the Owners, the Developer has agreed to construct the Housing Complex comprising several G+7 Building blocks and share the realizations from the sale thereof in their agreed ratio.
- 9.4 By virtue of the rights hereby granted the Developer is authorised to build upon and exploit commercially the said entire project land by: (1) constructing the New Buildings, (2) dealing with the spaces in the New Buildings with corresponding undivided proportionate share in the said land to the extent and on the terms and conditions hereinafter contained.



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- 9.5 At the time of the execution of this agreement the Owners shall make over all the documents of title in respect of the Said land with the Developer's Advocate whom the parties have agreed to appoint as the Escrow Agent who will keep them under 'Escrow'. Inspections and productions shall be made available as per requirement of the Developer. Upon formation of Association/Society/Company of transferees and sale of all areas in the Building Complex, the title deeds shall be handed over to the Association/Society/Company.
- 9.6 The Developer shall at its own costs and expenses prepare the plans for the new buildings in the said project and shall have the same sanctioned from the sanctioning authority for the time being at the cost and expenses of the Developer.
- 9.7 All other permissions, approvals, sanctions, no-objections and other statutory formalities for sanction of plan would be obtained by the Developer at its cost and expenses.
- 9.8 The Owners shall, however, sign and execute all papers, documents, plans, declarations, affidavits and other documentations required for such sanction and construction as and when required by the Developer without any objection of whatsoever nature and immediately make the documents available to the Owners. In addition to the aforesaid, the Owners shall sign, execute and register a General Power of Attorney authorising the Developer, its affiliates or its officers to act, do and perform all or any of the obligations of the Developers mentioned above. The Owners shall ensure that the Power of Attorney remains in full force and effect throughout the implementation of the Project. In the event any subsequent steps are required for the reasons of change in law or otherwise to sustain the Developer Power of Attorney and all powers granted therein, the Owners shall take all such steps and do all such acts including execution and registration of a fresh power of attorney as may be required to provide the authorizations to the Developer throughout the implementation of the Project.
10. **CONSTRUCTION AND COMMERCIAL EXPLOITATION OF NEW BUILDINGS:**



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- 10.1 The Owners hereby authorise the Developer to appoint the Architect and other consultants to complete the Project. All costs charges and expenses in this regard including professional fees and supervision charges shall be discharged and paid by the Developer.
- 10.2 The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owners construct, erect and complete the New Buildings in pursuant to the final plans to be sanctioned by sanctioning authorities and as per the specifications mentioned in the **Sixth Schedule** hereunder. The decision of the Architects regarding measurement of area constructed and all aspects of construction including the quality of materials shall be final and binding on the Parties.
- 10.3 The Developer shall at its own costs install and erect in the New Buildings, the Common Areas, Installations and Facilities including pump, water storage tanks, overhead reservoirs, water and sewage connection and all other necessary amenities.
- 10.4 (i) The Developer has agreed to commence construction of the after obtaining the last of the Approvals required for commencement of construction of the Project subject to their being: (a) no Force Majeure events; and (b) no defaults of the Owners or any acts, omissions or conduct of the Owners or any persons acting on behalf of the Owners which may cause or result in delays in commencement of construction (such date shall be calculated after taking into consideration delays/ time taken owing to the Force Majeure.
- (ii) The entire Project on the Said Land may be constructed /developed / completed by the Developer either in whole or in phases at the sole discretion and option of the Developer considering the then marketing strategy and economy of the locale.
- (iii) Developer shall at its own cost and expenses and without creating any financial or other liability on the Owners, develop the



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Land and construct the Building(s) in accordance with the Building Plans, specifications and elevations sanctioned by the local, Municipal and Development authority subject to any amendment, modification or variation to the said Building Plans and specifications which may be made by the Developer subject to the approval of the appropriate authorities, if required. The Project as a whole and the Building(s) shall be constructed under the supervision and guidance of the Architect and the decision of the Architect as to the cost, quality of the materials and specifications to be used for construction of the Building(s) shall be final, binding and conclusive on the Parties.

(iv) Owners shall have the full liberty to enter the Land at any time and inspect and/or cause to be inspected the material and/or the construction at the Land but only after serving a notice of minimum 24 hours to the Developer. However, Owners' shall share their views only with the officers designated by the Developer for the purpose.

(v) The Developer shall cause construction by use of standard quality building materials specifications as may be recommended by the Architects of the Project keeping in mind the conditions that may be imposed by various sanctioning and approving authorities and agencies. Developer shall furnish the certificate of the Architects as to the quality of material and construction being carried out in terms of this Agreement to the Owners on a yearly basis only for the specific issues raised by the Owners.

(vi) The Developer would cause erection of pathways, driveways and lanes as may be required for free ingress and egress to and from the Land and Building(s) to be constructed at the Land. The Developer shall construct the required common parts and essential services including water, drainage/sewerage, electricity and telephone connections and landscaping and electrification of roads, pathways, driveways and lanes.

(vii) All taxes, duties, cess, levies etc. levied by or payable to any Government Authority or any municipal or other authority relating to the Land upto the date of possession of the said entire project Land is handed over to the Developer shall be the liability



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of the Owners and thereafter the Developer shall be liable to pay all such taxes, duties, cess, levies etc.

11. POWERS AND AUTHORITIES:

11.1 To enable the Developer to specifically perform its obligations arising out of this Agreement and subject to the other terms and conditions of this agreement, the Owners agree and undertake to jointly and/or severally execute, maintain and cause to be registered simultaneously herewith or any time hereinafter an, exclusive power of attorney ("POA") in favour of the Developer. The POA executed by the Owners in favour of the Developer shall remain effective and registered for the entire term of this Agreement so as to enable the Developer to perform all its obligations as stated under this Agreement. The Owners agree and undertake not to cancel, revoke or modify the Developer Power of Attorney without the prior written consent of the Developer. The Developer shall be entitled to appoint one or more substitutes under the said POA for the exercise of any or all of the powers and authorities thereunder in favour of any of its Affiliates.

The Owners hereby nominate, constitute and irrevocably appoint the Developer and persons nominated by the Developer namely (1) Mr. Ram Naresh Agarwal, son of Late N.K. Agarwal (2) Mr. Sunil Agarwal, son of Late Mahabir Prasad Agarwal and (3) Mr. Rajendra Kumar Agarwal, son of Late L.N. Agarwal to be the true and lawful attorneys of the Owners, to do, execute and perform all or any of the following acts, deeds, matters and things jointly or severally with respect to the said entire project land.

- a) To obtain permission or approval from the Planning Authorities and other authorities as may be required for the development and construction of the New Buildings in accordance with this Agreement and for that purpose to sign such applications, papers, writings, undertakings, appeals, etc., as may be required.
- b) To enter upon the said entire project land with men and material as may be required for the purpose of development work and erect the New Buildings as per the Building Plans to be sanctioned.



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- c) To appoint the named architect, contractors, sub-contractors consultants, and surveyors as may be required and to supervise the development and construction work of the New Buildings on the said entire project land.
- d) To apply for modifications of the Building Plans from time to time as may be required.
- e) To apply for obtaining quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Buildings.
- f) To approach the concerned authorities for the purpose of obtaining permissions and service connections including water, sewerage and electricity for carrying out and completing the development of the said entire project land.
- g) To make deposits with the Planning Authorities and other authorities for the purpose of carrying out the development work and construction of the New Buildings on the said land and to claim refunds of such deposits and to give valid and effectual receipt and discharge on behalf of the Owners in connection therewith.
- h) After completion of the construction of the New Buildings or any Phase of the Building Complex, to apply for and obtain occupation and completion certificate in respect thereof or parts thereof from the Planning Authorities or other concerned authorities.
- i) To enter into agreement for sale with intending purchasers alongwith or without the corresponding undivided share in the said land, on such terms and conditions as the Developer may think fit and proper.
- j) To execute from time to time deeds of transfer of all kinds and mode in respect of Flats/Units/Constructed spaces comprised in the said premises or any part or portion comprised in the Developer's Allocation alongwith or without the corresponding



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undivided share in the said land, to receive consideration, rents, and deposits there for and present the above documents for registration and admit the execution of such documents before the appropriate authorities.

- k) To appear and represent us before the Additional Registrar / Sub-Registrar, District Registrar, Additional District Sub-Registrar, Registrar of Assurances, Kolkata in connection with the sale and transfer of Plats/Units/Constructed spaces under the Developer's Allocation alongwith or without the corresponding undivided share in the said land in the Buildings constructed on the said premises.
- l) To accept any service of writ of summons or other legal process on behalf of and in the name of the Owners and to appear in any court or authority as the Developer deem appropriate and to commence, prosecute and/or defend any action or legal proceedings relating to development of the said land in any court or before any authority as the Developer may think fit and proper and for such purpose to appoint any Solicitor, Advocate, Lawyer in the name and on behalf of the Owners or in the name of the Developer and pay the costs, expenses, fee and other outgoings. Further to depose in the court of law or authority, sign vakalatnama, sign and verify the plaint, written statement, affidavits, petitions, applications, appeals etc., and any other document or documents in furtherance of the said objective. Provided always that this authority shall be available to and exercised by the Developer strictly only in cases where such litigation would touch or concern the development of the project on the said land without in anyway relating to or affecting the title of the said land or the Owners' Allocation.
- m) To arrange for financing of the project (project finance) from any Banks and/or Financial Institutions for construction and completion of the project upon such terms and conditions as may be applicable. Such finance may be secured by mortgaging the said entire project land belonging to the Owners in favour of any bank / financial institution by deposit of original title deeds of the said project land by way of Equitable Mortgage and/or by executing Simple Mortgage



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and/or by creating English mortgage along with charge on developer's share of revenue/allocation in the project. Further, the Developer may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposit title deeds, deliver the title deeds and to receive back the title deeds, etc.. Notwithstanding the same, the Developer shall take the project finance without creating any charge / liability in respect of owner's share of revenue or owner's allocation in the project.

n) To do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as the Owners could do in person.

11.2 The Owner hereby ratifies and confirms, and agrees to ratify and confirm all acts, deeds and things lawfully done in the interest of the project and in accordance with the terms and conditions of this agreement by the Developer and persons nominated by the Developer in pursuance of the powers and authorities granted as aforesaid.

11.3 Notwithstanding grant of the aforesaid powers and authorities, the Owners shall grant to the Developer and/or its nominees a registered General Power of Attorney for the purpose of doing all acts required to be performed by the Developer for the Project simultaneously on execution of this Agreement and the costs on account thereof shall be borne by the Developer.

11.4 Notwithstanding grant of the aforesaid General Power of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for the purpose of development of the said land within 7 (Seven) days of the request being made.

11.5 While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owner in terms hereof, the Developer shall not do any such act, deed, matter or thing



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which would in any way infringe the rights of the Owners in any manner or put any financial or other obligation claim or liability upon the Owners.

12 DEPOSITS, FINANCIALS AND EXTRA CHARGES :

12.1 Amount to be paid as refundable Security Deposit by Developer to the Owners shall be the sum of Rs 3,15,00,000/- (Rupees Three Crore Fifteen Lakhs) only in the following manner:

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|---|------------------------|
| (i) With the execution of this Agreement
& grant of possession | ..Rs.1, 57,50,000/- |
| (ii) After obtaining sanction of plan |Rs. 1,57,50,000/- |

12.2 REFUND OF SECURITY DEPOSIT

12.2.1 The said Security Deposit will be refunded out of sale of constructed areas by the Developer from the Owners upto 75% of the Advance. The said 75% shall be recovered @ 7% from the Owners' share in the sale proceeds starting from the very first sale and such process shall continue till the entire 75% is recovered. The remaining balance 25% of the Security Deposit will be refunded by the Owners after completion of the entire Project.

12.2.2 It is further provided herein that if the situation arises as per the terms of clauses 14.8 of this Agreement for separate allocation of flats and other areas between the Owners and the Developer, then in that event they agree to enter into a separate allocation agreement wherein the flats together with car parking spaces together with proportionate common areas appurtenant thereto together with proportionate undivided share in the land shall be mutually allocated by and between the Owners and the Developer and each party shall be entitled to sell its allocation separately then in that event the refund of the unrefunded/unadjusted part of the security deposit will be from the very first sale proceeds of Owner's allocation but in case the



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Owners do not wish to sell their allocation and retain it, in that event the Owners shall first refund the outstanding amount of security deposit alongwith interest @15% concluded yearly to the Developer immediately on obtaining Completion Certificate or hand over X Sq.ft space in lieu of refund of deposit@ Rs.3000per Sq.Ft.

- 12.2.3 On behalf of five owners namely Bijoy Ghosh, Swapan Kumar Ghosh, Subrataa Majumder, Babulal Paul, Nema Ghosh, Developer has given some services and also done some work for which the above persons will reimburse Rs.9,00,000/- @ 100% out of their share of first sale proceeds additionally till Rs. 9,00,000/- is adjusted.
- 12.2.4 Notwithstanding anything contained herein, in case this Agreement gets terminated for any fault of the Owners then in that event the Owners shall forthwith refund the Security Deposit to the Developer and the expenses incurred by the Developer on the Project together with interest thereon calculated @ 12% (twelve per cent) per annum compounded quarterly and so long as the same remains unpaid, the Developer shall continue to remain in possession of the Land without incurring any further costs and expenses in this regard.
- 12.3 All benefits under the Income Tax Act for development it would be available to the Developer and it would be entitled to claim all such benefits.
- 12.4 After sale of the constructed areas the Developer alone shall be entitled to receive the Extras and Deposits (EDC) from the Flat Owners. In case the parties decide to follow the Space sharing model in that event all the transferees including those under the Owner's Allocation shall pay to or deposit with the Developer the Extras and Deposits (EDC) mentioned in the **Fourth Schedule** hereunder written for the Units to be acquired. If certain parts of Owner's allocation remain unsold on completion of a phase or construction and/or finishing of the entire Complex and/or phases thereof, such extras and deposits shall be payable by the Owners or its transferees.
- 12.5 The Owners and Developer shall share the cost of Advertisement, Brokerage, Commission and Marketing cost in their agreed ratio subject to maximum 5% of the Owners share in the Sale



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Proceeds. In connection with the sharing of realisation the following is agreed:-

- (a) Except Extra Charges and Deposits (EDC) as mentioned in Fourth Schedule, all proceeds and receivables in gross on any account whatsoever arising from the sale or transfer or otherwise of any Transferable Areas (in short Realisation) by the parties jointly as above shall belong to the Owners in the said ratio i.e 27% and to the Developer in the said ratio of 73% as the case may be..
- (b) Extras and Deposits (EDC) shall be realised solely by the Developer from the proposed buyers of the transferable areas both under the Owner's as well as Developer's Allocation..
- (c) The Owners specifically agree and acknowledge that notwithstanding the allocation of the Units forming part of their respective Shares in terms of clause 14.8 below, in addition to its own Share the Developer shall also be exclusively entitled to and shall have exclusive right to transfer or dispose of the Units forming part of the Owners Share in such manner and on such terms and conditions as Developer may deem fit and proper and be exclusively entitled to receive and realise the entire proceeds thereof with the sole obligation to pay to the Owners the Sale Proceeds arising out of the transfer or otherwise of the Units in their respective Shares in the Project in the manner agreed in this Agreement.
- (d) The Developer shall provide a Quarterly statement of account to the Owners giving details of the total Sales Proceeds received by the Developer during the Quarter and calculation of the Owners' Share..

13. MORTGAGE OF THE LAND

The Developer shall have the right and authorities to arrange for financing of the project (project finance) from any Banks and/or financial institutions for construction and completion of the



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project upon such terms and conditions as may be applicable. Such finance may be secured by mortgaging the said project land in favour of any bank / financial institution by deposit of original title deeds of the said entire project land by way of Equitable Mortgage and/or by executing Simple Mortgage and/or by creating English mortgage and/ or by creating Registered Mortgage along with charge on developer's share of revenue/allocation in the project. Further, the Developer may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposit title deeds, deliver the title deeds and to receive back the title deeds, etc.. Notwithstanding the same, the Developer shall take the project finance without creating any charge / liability in respect of owner's share of revenue or owner's allocation in the project. In case owing to any loans or finances obtained by the Developer, the Owners suffer any losses or damages due to any non repayment, delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of its obligations in respect of any such loan or liability whatsoever, the Developer shall indemnify and keep the Owner saved harmless and indemnified in respect thereof.

14. DEALING WITH SPACES IN THE NEW BUILDINGS:

- 14.1 The Owners agree and undertake that (i) the Developer shall have the exclusive right to launch the Project, name the Project, display, signage/ display rights (whether on hoardings or on terraces or otherwise) and in case of following the area sharing model to sell/ license/transfer the Developer's Share, in such manner and on such terms, as may be deemed appropriate by the Developer, in its sole and absolute discretion; (ii) the name and/or identification numbers given to the buildings or portions thereof of the Project shall be displayed in a manner as may be decided by the Developer in its sole discretion; (iii) no signboard, hoarding or any other logo or sign shall be put up by the Owners on the Buildings on the exterior of the Buildings or on the outer walls of the Buildings of the Project; and (iv) the Owners shall not do any act or thing that may adversely affect the aesthetic appearance/beauty of the Buildings of the Project nor do anything



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which may cause nuisance or obstruction or hindrance to the Intending Purchasers.

- 14.2 All the spaces in the new buildings will be marketed by the Developer through a common marketing agency to be appointed by the Developer (collectively Marketing Format) and the marketing agents shall act on behalf of the owners and the Developer. It is agreed and recorded that both the Developer and the Owners shall bear and pay all cost charges and expenses of whatsoever nature exclusively for the Project net of GST in respect of marketing and advertising of the constructed areas of the said project subject to 5% of the Owners' share in the sale proceeds.
- 14.3 The Developer will have the exclusive branding of the Project and in marketing the said project, name and logo of Developer only would be boldly displayed in all marketing materials .
- 14.4 The Developer shall ensure that the advertising and marketing is carried out in a manner that is consistent with and not in derogation of or conflict with any of the terms or provisions of this Agreement and the Applicable Laws.
- 14.5 Subject to other terms and conditions mentioned herein the Developer shall be exclusively entitled to and shall have exclusive right to transfer or otherwise deal with or dispose of the Unit(s) in the Project in such manner and on such terms and conditions as Developer may deem fit and proper. The Parties hereby agree that the price and payment schedule for transfer of the Units shall always be decided by the Developer.
- 14.6 The Developer in consultation with owners shall determine the price for sale or disposal of the spaces in the new building/s to be constructed by the Developer on the said entire project land keeping in view the economics and market response of the project. None shall sell or market any Transferable Areas below such basic price.
- 14.7 The Developer shall periodically revise the rates for sale of various types of transferable areas and the same shall be adhered to.
In case the owner is not willing to sell at the price as decided by the Developer then in that event, the parties may decide to mutually allocate those unsold areas which are the



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subject matter of disagreement, and in that event the parties shall immediately mutually allocate the concerned unsold areas separately amongst themselves on equitable basis block wise as per the said ratio and thereafter the sharing of the proceeds of the aforesaid allocated areas will stop and each party will sell their allocated space independently and in that case the Owner's marketing expense shall not be applied to such allocated area and Brokerage will not be applicable and will be paid directly by Owner and Developer to the Agent. In such event, if Project finance is availed, then the Funding Banker/Financial Institute shall be entitled to carry out re-appraisal of the funding status on that date and make necessary amendment to the existing funding scheme so as to release the Owners allocation

- 14.8 The Parties hereby agree, undertake and acknowledge that, (i) all agreements for sale/ lease/ license/ allotment of Unit/ flat and (ii) any other agreement or memorandum of understanding or letter of intent for sale, booking of any Unit, flat, apartment or any other space/ area in their respective Shares in the Project Land; and (iii) any other agreement or memorandum of understanding or letter of intent or letter or form to accept or receive any request for booking or allotment of sale/ lease/ license of any flat, apartment, Unit or any other space/ area in the Project Land; and (iv) any power of attorney or indemnity bond or undertakings or other agreements which are ancillary to the agreements contemplated above (hereinafter collectively the **"Unit Agreements"**), shall be prepared by the Developer and further the Developer shall have all right, power and authority to execute and register the Deed of Conveyance for the Unit(s) and the proportionate undivided interests in the Land in favour of the Intending Purchasers of the Unit(s). The Owners agree and undertake to execute simultaneously herewith or any time hereinafter a special power of attorney in favour of the Developer authorizing the Developer, inter alia, to enter into agreements, arrangements with Intending Purchasers and execute and present for registration deeds of conveyances for undertaking to transfer and/or transfer of the Units along with the undivided proportionate share in the Said entire project Land comprised in the Units to the Intending Purchasers. The stamp duty and



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registration fees on any such Power of Attorney shall be paid by the Developer.

- 14.9 The Developer shall make over possession of the separate Owners' Allocation or so much thereof as would be ready for possession in the concerned phase/Blocks, subject however the Owners refunding the proportionate/apportioned deposit to the Developer as per clauses herein in the manner mentioned therein. The balance portion out of such allocation, if still to be completed shall be completed by the Developer in due course as per timeline.
- 14.10 The Developer and Owners shall execute and register with the appropriate registering authorities Deeds of Conveyance or other document for transferring and/or demising of any saleable space in the New Buildings as aforesaid unto and in favour of the intending purchasers / transferees and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending purchasers / transferees as the case may be. For separate developer's allocations, the Owners shall execute the deeds of conveyance in respect of the land share attributable to any completed unit forming part of the developer's allocation in any phase only upon delivery of the completed separate owner's allocation in such phase/Block by the Developer to the Owner. For separate owner's allocation, the Developer shall if so required by the Owner join in as party to any agreement or deed in favour of the Transferees.
- 14.11 The Developer and Owners or their associates shall be entitled to transfer their respective allocations or any portion thereof and other remaining area of whatsoever nature of the New Buildings separately and if for any reason whatsoever the same or any part thereof is agreed to be transferred jointly then the parties hereto shall join in such deed accordingly.
- 14.12 The Owners shall also be liable for the actual proportionate common expenses in respect of any separately allocated unsold Units delivered to the Owners.
- 14.13 It is agreed and recorded that all Agreements, Deeds of Conveyance or any other papers and documents in respect of the



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transfer of any areas in the New Buildings shall maintain uniformity in respect of the restrictions, stipulations, covenants, terms and condition for the use and occupation thereof applicable to transferees together with amenities and facilities therein as are stipulated in this agreement or that would be drafted by the Developer's Advocates and the parties hereby undertake to each other that neither of them shall deviate from such restrictions stipulations, covenants, terms and conditions.

15. SHARE OF OWNERS' AND DEVELOPER IN THE DEVELOPMENT

- (i) It is clearly agreed by and between the parties that in the case of revenue sharing model the "total realization" from sale and transfer of all saleable spaces in the project shall be allocated amongst the parties in the following ratio :

- (a) To the Developer - 73 %
- (b) To the First Group Owners - 17.85 % (Inclusive of GST Payable by the Owner)
- (c) To the Second Group Owners - 9.14 % (Owner no. 41 to 44 are clubbed as one) (Inclusive of GST Payable by the Owner)

Any Input Credit utilized by the developer of the GST Paid by the Owner (other than the normal GST Input credit) will be refunded at the end of the project.

- (ii) If at any stage of development the parties decide to adopt the space sharing model in such event the constructed spaces remaining unsold shall be shared by the parties in the aforesaid ratio to be equitably allocated amongst the parties by metes and bounds separately identified by executing an Allocation Agreement. In such event, if Project finance is availed, then the Funding Banker/Financial Institute shall be entitled to carry out re-appraisal of the funding status on that date and make necessary amendment to the existing funding scheme so as to release the Owners allocation.

16. MUNICIPAL TAXES, OTHER TAXES AND OUTGOINGS:

- 16.1 All Municipal rates and taxes or land revenue and outgoings (collectively Rates)) on the said entire project land relating to the



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period prior to the commencement of development shall be borne, paid and discharged by the Owners and such dues shall if detected hereafter be borne and paid by the Owners as and when called upon by the Developer, without raising any objection thereto.

- 16.2 As from the date of possession hereof, the Developer shall pay the Rates in respect of the said entire project land till such time the New Buildings are ready for occupation upon issuance of statutory Completion Certificate in respect thereof, after which, the Transferees shall become liable and responsible for payment. Provided That in case the Developer is liable to pay any Rates in respect of unsold and unallocated portions of duly completed New Buildings, the Owners shall reimburse proportionately their part of the same to the Developer.
- 16.3 In case of area sharing model, it is agreed and recorded that the Owner and the Developer and/or their respective intending Purchasers shall be liable to bear and pay, GST or any other kind of tax or imposition or burden as may be payable and/or applicable. In case the parties decide to follow the area sharing model, the Developer will be entitled to hold a lien over the Owner's allocation for recovery of GST accruing on the sale of Owner's allocation.
- 16.4 If the parties follow the Revenue Sharing model, each of the Land Owners will be required to register for GST as the owners will become liable to pay GST on the share of the Revenue received by them. Each time a tranche of 'Revenue' out of the sale proceeds is received by the Owners, the Owners shall pay GST directly to the Authorities within the due date as per provisions of the GST Act.

PROVIDED that in case of no payment of GST by the Owners as aforesaid, the Developer will acquire the right to hold back disbursement of subsequent tranches of Revenue share of the owners.

17. POST COMPLETION MAINTENANCE



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- 17.1 On completion of each phase/block the Developer shall give a notice to the Owners informing thereabout. Before giving notice as aforesaid, the Developer shall obtain the statutory Partial/Completion Certificate from the concerned municipal authorities in respect of the area forming part of such notice.
- 17.2 In case of separate allocation of any part of the Owners' Allocation in terms hereof and the same remaining unsold, on and from the date of expiry of the notice of Completion given in respect of the phase containing the same in terms of clause 17.1 above and subject to the Developer having complied with its obligations regarding the construction and completion thereof in terms hereof, the Owners shall be deemed to have taken over possession for the purpose of determination of liability and shall become liable and responsible for the payments of maintenance charges (at the same rate as the Developer would pay the same for the separately allocated and unsold areas forming part of the Developer's Allocation) and Rates in respect thereof irrespective of the fact whether actual physical possession was taken or not.
- 17.3 The Parties and/or their respective nominees/transferees shall punctually and regularly pay the maintenance charges, Rates for their respective allocations to the concerned authorities/Maintenance in charge in accordance with the terms and conditions hereof.
- 17.4 The Developer shall be at liberty to incorporate an Association upon completion of the Project to look after, manage and administer such maintenance work on account of the Intending Purchasers of the Units in the Building (s) constructed on the Said Land and also realise the monthly maintenance charges and incur costs and expenses for the maintenance.
- 17.5 Till handing over of the project to the Association the Developer shall be responsible for the management, maintenance and administration of the New Buildings or at its discretion appoint an agency to do the same. The Owners hereby agree to abide by all the common rules and regulations to be framed for the management of the affairs of the New Buildings.



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17.6 The Developer or the Agency to be appointed shall manage and maintain the Common Portions and services of the New Buildings and shall collect the costs and service charge therefor (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Buildings, land tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments and all other expenses incurred for common purpose.

18. **COMMON RESTRICTIONS:**

18.1 The Complex shall be subject to the restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the New Buildings.

18.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the New Buildings shall permit the agency to be appointed, with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof with prior notice.

18.3 It is agreed between the parties that the Developer shall frame a scheme for the management and administration of the New Buildings and all the occupiers of the building shall perpetually in succession abide by all the rules and regulations to be framed in connection with the management of the affairs of the New Buildings.

19. **OBLIGATIONS OF THE DEVELOPER:**

19.1 Execution of the Project shall be in conformity with the sanction plans and prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies.

19.2 The Developer shall be responsible for planning, designing, development and construction of the New Buildings with the help of professional bodies, contractors, etc.



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- 19.3 The Developer shall construct the New Buildings at its own cost and responsibility. The Developer shall alone be responsible and liable to Government, Municipality and other authorities concerned as also to all the laborers, staff and employees engaged by it and all Transferees and shall alone be liable for any loss or for any claim arising from such construction or otherwise relating thereto.
- 19.4 All tax liabilities in relation to the construction and other dues shall be paid by the Developer subject to the condition that all statutory levies and taxes applicable for sale of the Owners' Allocation to the buyers thereof shall be entirely on account of the Owners.
- 19.5 The costs of marketing and publicity/advertisement campaigns shall be shared and borne by the parties in the agreed ratio but the marketing strategy, budget, selection of publicity material, media etc. shall be decided by the Developer.
- 19.6 The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the laws and rules applicable to construction of the New Buildings.
20. **OBLIGATIONS OF OWNERS:** During the subsistence of this agreement:
- 20.1 The Owners undertake not to disturb, interrupt or interfere with or commit any act or omission which would in any manner result in any detriment to the Development Rights of the Developer or delay or stoppage of the Project.
- 20.2 The Owner undertake to fully co-operate wherever necessary with the Developer for any requirement of the Developer for obtaining all permissions required for development of the said Land.
- 20.3 The Owner undertakes to act in good faith towards the Developer and covenants that after execution of this Agreement, and except in accordance with the terms hereof, they shall not enter into any agreement, commitment, arrangement or understanding with any person which shall have the effect of creating, directly or



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indirectly and whether immediately or contingently, in favour of such person any right, interest, title, claim or Encumbrance in or over or in relation to the Said Project Land and/ or the constructed area or any part thereof so that the Project can be successfully completed.

- 20.4 The Owner shall provide the Developer with all available documentation and information relating to the said entire project land as may be required by the Developers from time to time.
- 20.5 The Owner shall not do any act, deed or thing whereby the Developer may be prevented from discharging their functions under this Agreement.
- 20.6 The Owner hereby covenant not to cause any interference or hindrance in the construction of the New Buildings.
- 20.7 The Owner hereby agree and covenant with the Developer not to do any act deed or thing whereby the Developer is prevented from developing, constructing, completing, selling, assigning and/or disposing of any part or portion of the constructed area or saleable area in the manner and to the extent mentioned in this agreement.
- 20.8 During the subsistence of this agreement the Owner shall not transfer any part or portion of the said entire project land to any other person without the prior written consent of the Developer.

21. INDEMNITY:

- 21.1 The Developer shall indemnify and keep the Owner saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the construction of the New Buildings including any act of neglect or default of the Developer's contractors, employees or violation of any permission, rules regulations laws or bye-laws or arising out of any accident or otherwise or violation or breach of its obligations hereunder by the Developer or any attorney appointed under the powers of attorney to be granted by the Owner in pursuance hereof.



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- 21.2 The Owners shall indemnify and keep the Developers saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developers in the course of implementing the Project including marketing thereof for any successful claim by any third party for any defect in title of the said land or any of their representations being incorrect. Further to the aforesaid, the Owners will separately execute and register an Indemnity in favor of the Developer, if required by the Developer.

22. MISCELLANEOUS:

- 22.1 This agreement is being entered into by the Developer with prima facie satisfaction about the title of the Owner in respect of the said land and pending the investigation of title thereof. The Owner shall, at all material times, be liable and/or responsible to make out marketable title in respect of the said land to the satisfaction of the Developer and shall be liable to answer the requisitions that may be raised or made in respect of the title of the Owner in the said property. The Owner shall keep the Developer safe, harmless and indemnified against any liability in respect of the title of the said land.
- 22.2 The agreement entered into by and between the parties herein is and shall be on a principal to principal basis.
- 22.3 The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 22.4 Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 22.5 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 22.6 If the Developer desires to register this Agreement they shall make payment of appropriate stamp duty and registration charges. The Owners shall however provide all co-operation to the Developer to



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do that including being present before the registering authorities as and when required by the Developer.

22.7 It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of Owners. Further, various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorisation as may be required by the Developers for the purpose and the Owner also undertake to sign and execute all additional applications and other documents, provided that all such acts, deeds matters and things do not in any way infringe on the rights of the Owners and/or go against the spirit of this Agreement.

22.8 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

22.9 The Owner shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Developer's Allocation. Similarly the Developer shall not be liable for any Income Tax or Wealth Tax in respect of transfer of the Owners' Allocations and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Owners' Allocations.

22.10 The name of the project and logo shall be decided by the Developer.

23. DEFAULTS:

23.1 The following shall be the events of default:-



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- a) If the Owners fail to satisfy the Developer as to their title to the entire Project Land or if the Owners fail to apply for and obtain mutation of the said entire project land in the records of BL & LRO and Panchayat in terms hereof and/or on their failure to comply with any other obligation contained herein.
- b) If the Developer fails to perform its obligations under the Agreement.

23.2 In case of any event of default, the other party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the defaulting party to comply with their obligation in default within the time and in the manner to be mentioned in the said notice.

23.3 Upon receipt of such notice, the defaulting party shall remedy the said event of default and/or breach within the time and in the manner mentioned herein.

23.4 In case the default continues for a period of thirty (30) days thereafter, in such event, the aggrieved party shall be entitled to serve a notice on the defaulting party.

23.5 On expiry of the said period of notice, if the defaulting party are the Owner, then the Developer shall be entitled to take over the responsibility of the defaulted item or items upon itself on behalf of the Owner and shall be entitled to complete the same at the costs and expenses of the Owners. In the event of dispute between the parties as to the quantum of the costs and expenses, the same shall be decided by arbitration.

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23.6 If the parties decide to follow the area sharing model then in the event of the Developer failing to complete the said Project within the time as aforesaid unless prevented by circumstances beyond its control, then and/in that event for the delayed period the Developer shall be liable to compensate the Owners in a sum to be calculated at the rate of Rs.5/- per Sq.Ft per month on the area remaining incomplete in the Owners' allocation until such time the said Project is completed.



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24. **FORCE MAJEURE:**

- 24.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Indenture, which arises from, or is attributable to flood, fire, explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or any relevant Government or Court orders materially affecting the continuance of the obligation resulting in stoppage or suspension of work or sale of Units in the Project for a continuous period exceeding 30 (thirty) days.
- 24.2 If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such further time after the cessation, as mentioned in clause 23.1 hereto. Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Indenture for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.
- 24.3 In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof.
- 24.4 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by



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which the Agreement may be performed despite the continuance of the event of Force Majeure.

25. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied. This Agreement shall take effect on the Date of this Agreement and shall remain in force till Completion. Neither Party shall, except as provided in clause 27 below, have the right to terminate the Agreement.

26. **AMENDMENT/MODIFICATION:**

No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties. All terms of this Agreement shall be strictly observed and adhered to by the Parties herein.

27. **TERMINATION**

(i) The Owners recognize and acknowledge that the Developer has invested and will further be investing substantial sums of money and time in the Project and has entered into this Agreement on the specific understanding that the Owners shall not be entitled to terminate this Agreement for any reason whatsoever after work has started on any part or portion of the Said Land after sanction of plan by KMC

(ii) Despite this understanding if the owners decide to resale from this Agreement resulting in its cancellation for any reason whatsoever, the Owners shall refund the entire Security deposit paid by the Developers within a period of 15 days with interest @ 12% p.a. The expenses incurred by the Developer for the purpose of development till that date shall also be reimbursed by the Owners to the Developer alongwith interest @ 12% p.a. and also the compensation payable to the intending purchasers by the Developer, if any, under the agreement for sale executed between the intending purchasers in terms of this agreement. In case of dispute, the said amounts would be decided by arbitration.



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If however, the Agreement is terminated for faults of the Developer, The entire security deposit and expenses shall be refunded without any interest.

- (iii) The Developer shall be entitled to terminate this Agreement in case:
 - (a) The Owners do not perform their part of the obligations stated herein.
 - (b) the Government Authorities concerned refuse to provide the permission for conversion of the use of the Land for the Project and/or permission under the Urban Land (Ceiling & Regulation) Act, 1976/or under any Applicable Laws is refused; or
 - (c) the performance of this Agreement becomes unviable due to any change in law or due to refusal of any necessary statutory permission or imposition of any onerous condition .

In case of such termination the Owners shall forthwith refund the Security Deposit and expenses with interest to be calculated @ 12 % per annum compounded quarterly and the Developer shall not vacate the Land and/or Land until such refund is made. However, it is provided that in case the Developer has availed Project Finance, in such event the termination will take effect only upon satisfaction of the outstanding liability of the Bank/Financial Institute as arising at the material time.

28. ORIGINAL/CERTIFIED COPY

The registered original Agreement will be retained by the Developer and the certified copy will be preserved by the Owners.

29. ASSIGNMENT AND SUB CONTRACT

- 29.1 The Developer shall at all times be permitted to assign its rights, obligations and interest in the Agreement (or part thereof), Development Rights, Project and/or built up area to any third party or to its affiliate/ subsidiary company without the prior



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written consent of the Owners.

- 29.2 The Developer shall at all times be entitled to engage and contract out construction/ development of the Project or any specific aspect to any sub-contractor/ contractor on such terms and conditions as the Developer may deem fit and appropriate.
- 29.3 The Owners shall not assign any rights and obligations contained herein to any person without prior written permission of the Developer.

30. FURTHER ACTS

Each Party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement. Without limiting the generality of the foregoing, if the Approvals of any Governmental Authority are required for any of the arrangements under this Agreement to be effected, each Party will use all reasonable endeavors to obtain such Approvals.

31. AUTHORIZATION

The persons signing this Agreement on behalf of the respective Parties represent and covenant that they have the authority to sign and execute this document on behalf of the Parties for whom they are signing.

32. CONFLICT

To the extent that there is any conflict between any of the provisions of this Agreement and any other agreement by which the Owners or the Project Land or any part thereof is bound, the provisions of this Agreement shall prevail to the extent permitted by the Applicable Law.

33. SPECIFIC PERFORMANCE OF OBLIGATIONS

The Parties to this Agreement agree that, to the extent permitted by the Applicable Law, the rights and obligations of the Parties



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under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.

34. NOTICE:

34.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by facsimile transmission or registered post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time). So far as the Owners and Developer are concerned the notice should only be given to:

a) **In case of the Owners:**

MR. RAJESH SOMANI,
29-B, Rabindra Sarani, 3rd Floor, Room No 6W,
Kolkata - 700073, E-mail- rajesh@somanirealtors.com

b) **In case of the Developer:**

MR. RAM NARESH AGARWAL
36/1A, ELGIN ROAD,
KOLKATA - 700 020, E-mail- rna@srijarrealty.in

34.2 Any such notice or other written communication shall be deemed to have been served:

34.2.1 If delivered personally, at the time of delivery and duly receipted.

34.2.2 If sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities.

34.2.3 If sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent. All facsimile transmission shall without affecting the delivery, be followed by a delivery in terms of clause 34.2.1 or 34.2.2 above.

34.3 In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded



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delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

35. **SPECIFIC PERFORMANCE:**

In the event of there being breach by either party the other party will have the right to seek specific performance of this agreement and also claim any loss, damage costs and expenses caused due to such breach.

36. **ARBITRATION:**

The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties. If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes, if not solved/settled, shall be referred to, and finally resolved by, arbitration by an Arbitration Tribunal formed in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made thereunder. The arbitration shall be conducted in English and venue shall be Kolkata only.

37. **JURISDICTION:**

Only Courts having territorial jurisdiction over the said Property shall have jurisdiction in all matters arising herefrom.



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POWER OF ATTORNEY
RELATED WITH AGREEMENT DEVELOPMENT AGREEMENT AS
MENTIONED HEREIN ABOVE

- 1) **ADARSH TECHNOCOM PVT LTD (PAN AADCA7350B)**, a company incorporated under the Companies Act, 1956 having its registered office at Ghoshpara, Balitukri, P.O. Balitukri Naskarpara, P.S. Bali, Howrah, PIN 711402, represented by its Director namely **Mrs. Madhu Birla (PAN AEAPB6263L, AADHAR:733917494648, PH NO- 9163573750)**, wife of Vijay Kumar Birla, residing at Flat 1C/6, 93, Deshpriya Sasmal Road, P.O. Tollygunge, P.S. Charu Market, Kolkata 700033,
- 2) **BANKE BEHARI ESTATE LLP (PAN AAPFB2197L) (FORMERLY KNOWS AS BANKE BEHARI ESTATE PVT LTD)**, a company incorporated under the Companies Act, 1956 having its registered office at 33A Jawaharlal Nehru Road, 9th Floor, Room No 9A, P.O. Middleton Street, P.S. Shakespeare Sarani Kolkata-700071, represented by its Director namely **Mr. Rajendra Kumar Agarwal (PAN ACYPA2103Q, AADHAR No: 606708534302, PH NO- 9331007000)**, son of Sri Hulash Chand Agarwal, residing at 1/D 11, Aasha Apartment, 93 Deshpriya Shasmal Road, P.O. Tollygunge, P.S. Charu Market, Kolkata - 700033
- 3) **MUCHMORE PROMOTERS PRIVATE LIMITED (PAN AAICM1054F)** a company incorporated under the Companies Act, 1956 having its registered office at 6/1 Burtulla Street, 2nd Floor, P.O. Barabazar, P.S. Jorasanko Kolkata-700 007, represented by its Director namely **Mr. Abhishek Birla, (PAN AWFPB3978F, AADHAR:933575225055, PH NO- 9831511722)**, son of Vijay Kumar Birla, residing at Flat 1G/6, 93, Deshpriya Sasmal Road, P.O. Tollygunj, P.S. Charu Market, Kolkata 700033,
- 4) **ENDIVE TRADELINK PRIVATE LIMITED (PAN AADCE0474G)** a company incorporated under the Companies Act, 1956 having its registered office at P6 Kalakar Street, 3rd Floor, P.O. Barabazar, P.S. Barabazar Kolkata-700007, represented by its Director namely **Mrs. Shila Rathi (PAN ADIPR2718P, AADHAR:938323412978, PH NO- 9831014103)**, wife of Rajkumar Rathi, residing at 20, Round Tank Lane, P.O. Howrah, P.S. Shibpur, Howrah 711101
- 5) **NIHON MERCHANTS PRIVATE LIMITED (PAN AAACN8720H)**, a company incorporated under the Companies Act, 1956 having its



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registered office at 36A, S.N. Roy Road, New Awaz, Block - B, 2nd Floor, P.O.-Behala, P.S.-Behala Kolkata-700 038, represented by its Director namely **Mr. Krishna Kumar Agarwal**(PAN **BWVPA6426J**, AADHAR:621124132021;PH NO- 9831091232), son of Late Ramawtar Agarwal, residing at 36A, S.N. Roy Road, New Awaz, Block - B, 2nd Floor, P.O.-Behala, P.S.-Behala, Kolkata 700038,

6) RAM COMPLEX PRIVATE LIMITED (PAN AAECR3891H), a company incorporated under the Companies Act, 1956 having its registered office at Shibtolla Industrial Estate, Balitukri, Shibtola, P.O. Balitukri, P.S. Jagachha, Howrah, PIN 711113 represented by its Director namely **Mr. Krishna Kumar Agarwal**, (PAN **BWVPA6426J**, AADHAR: AADHAR:621124132021; PH NO- 9831091232), son of Late Ramawtar Agarwal, residing at 36A, S.N. Roy Road, New Awaz, Block - B, 2nd Floor, P.O.-Behala, P.S.-Behala, Kolkata 700038

7) GUGANRAM TEXCOM PRIVATE LIMITED (PAN AAFCP9791H), a company incorporated under the Companies Act, 1956, having its registered office at 161/1 Mahatma Gandhi Road, 3rd Floor, Room No 63G, P.O. Burrabazar, P.S.- Jorasako, Kolkata-700007, represented by its Director namely **Mr. Abhishek Agarwal** (PAN **ADDPA2877R**, AADHAR: 587149568668, PH NO- 9831674622), son of Pramod Kumar Agrawal, residing at 188/1E Maniktala Main Road, 3rd Floor, P.O. Kankurgachhi, P.S.- Phool Bagan, Kolkata 700054,

8) MR. PRAMOD KUMAR AGRAWAL (PAN AERPA2675J, AADHAR:813857977868;PH NO- 9748453252), son of Late Om Prakash Agrawal, residing at 210 Jamunlal Bajaj Street, Shop No 54, Ground Floor, P.O. Burrabazar, P.S.- Burra Bazar, Kolkata 700007

9) PRAMOD KUMAR AGRAWAL (HUF) (PAN AAHP8253N), of 210 Jamunlal Bajaj Street, Shop No 54, Ground Floor, P.O. Burrabazar, P.S.- Burra Bazar, Kolkata 700 007 represented by its Karta namely **Mr. Pramod Kumar Agrawal**, (PAN **AERPA2675J**, AADHAR: 813857977868;PH NO- 9748453252) son of Late Om Prakash Agrawal, residing at 210 Jamunlal Bajaj Street, Shop No 54, Ground Floor, P.O. Burrabazar, P.S.- Burra Bazar, Kolkata 700007

10) MR. ABHISHEK AGARWAL (PAN ADDPA2877R, AADHAR: 587149568668;PH NO- 9831674622), son of Pramod



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Kumar Agrawal, residing at 188/1E Maniktala Main Road, 3rd Floor, P.O. Kankurgachhi, P.S.- Phool Bagan, Kolkata 700054

- 11] **R P TRADELINK PRIVATE LIMITED, (PAN AADCR3564J)** a company incorporated under the Companies Act, 1956 having its registered office at Shibtolla Industrial Estate, Balitukri, Shibtola, P.O. Balitukri, P.S. Jaigachha, Howrah, PIN 711113, represented by its Director namely **Mr. Krishna Kumar Agarwal, (PAN BWVPA6426J, AADHAR: AADHAR:621124132021; PH NO- 9831091232)**, son of Late Ramawtar Agarwal, residing at 36A, S.N. Roy Road, P.O.-Behala, P.S.-Behala, Kolkata 700038,
- 12] **MR. RAJESH KUMAR SOMANI (PAN AKVPS1291C, AADHAR NO: 708915388524; PH NO- 9830055540)**, son of Prem Sukh Somani, residing at 38/E Palm Avenue, P.O. Ballygunge, P.S. Karaya, Kolkata- 700019,
- 13] **MRS. SEEMA SOMANI (PAN BTUPS0387Q, AADHAR NO: 712564602326; PH NO- 9830055540)**, wife of Rajesh Kumar Somani, residing at residing at 38/E Palm Avenue, P.O. Ballygunge, P.S. Karaya, Kolkata- 700019
- 14] **MR. NIRMAL JAIN (PAN ACQPJ8739D, AADHAR: 907380529342; PH NO- 9331027785)**, son of Late Ratan Lal Bardia, residing at 20B Kabir Road, Kalighat, P.O. Kalighat, P.S. Tollygunj, Kolkata 700026
- 15] **JGD VYAPAR PRIVATE LIMITED (PAN AACCJ6784F)**, a company incorporated under the Companies Act, 1956 having its registered office at at 29-B, Rabindra Sarani, 3rd Floor, Room No 6W P. O. - C. R. Avenue, P. S. - Hare Street, Kolkata 700 073, represented by its Director namely **Mr. Rajesh Kumar Somani, (PAN AKPVPS1291C, AADHAR NO: 708915388524, PH NO- 9830055540)** son of Prem Sukh Somani, residing at residing at 38/E Palm Avenue, P.O. Ballygunge, P.S. Karaya, Kolkata- 700019,
- 16] **ANANDDHARA VANIJYA PRIVATE LIMITED (PAN AALCA1057B)**, a company incorporated under the Companies Act, 1956 having its registered office at at 29-B; Rabindra Sarani, 3rd Floor, Room No 6W, P. O. - C. R. Avenue, P. S. - Hare Street, Kolkata 700 073, represented by its Director namely **Mr. Rajesh Kumar Somani, (PAN AKPVPS1291C, AADHAR NO: 708915388524, PH NO- 9830055540)** son of Prem Sukh



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Somani, residing at residing at 38/E Palm Avenue, P.O. Ballygunge, P.S. Karaya, Kolkata- 700019,

- 17] **NAMOSHIVAM COMMOSALES PRIVATE LIMITED (PAN AAECN1774B)**, a company incorporated under the Companies Act, 1956 having its registered office at at 29-B, Rabindra Sarani, 3rd Floor, Room No 6W, P. O. - C. R. Avenue, P. S. - Hare Street, Kolkata 700 073, represented by its Director namely **Mr. Narayan Prasad Somani (PAN AJIPS8214K, AADHAR:815366639286, PH NO- 9830023760)**, son of Prem Sukh Somani, residing at residing at 38/E Palm Avenue, P.O. Ballygunge, P.S. Karaya, Kolkata- 700019,
- 18] **SUNHEAVEN COMMOSALES PRIVATE LIMITED (PAN AASCS3013N)**, a company incorporated under the Companies Act, 1956 having its registered office at 29-B, Rabindra Sarani, 3rd Floor, Room No 6W, P. O. - C. R. Avenue, P. S. - Hare Street, Kolkata 700 073, represented by its Director namely **Mr. Narayan Prasad Somani (PAN AJIPS8214K, AADHAR: 815366639286; PH NO- 9830023760)**, son of Prem Sukh Somani, residing at residing at 38/E Palm Avenue, P.O. Ballygunge, P.S. Karaya, Kolkata- 700019,
- 19] **PSD INFRA PROJECTS PRIVATE LIMITED (PAN AAGCP3406Q)**, a company incorporated under the Companies Act, 1956 having its registered office at 29/1 Kalabagan Lane, Block 2, 2nd floor, Lemon Fresh Complex, Domurjola, P.O. Sartragachi, P.S. Chatterjeehat, Howrah -711 104 represented by its Director namely **Mrs. Sudha Birla (PAN AEAPB6391P, AADHAR:529097085887; PH NO- 9831047023)** wife of Satish Kumar Birla, residing at Flat No. 2C16, 93, Deshpriya Shashmal Road, P.O: Tollygunge, P.S. Charu Market, Kolkata -700033
- 20] **ARCHANA IMPEX PVT. LTD. (PAN AACCA2601C)**, a company incorporated under the Companies Act, 1956 having its registered office at 16, Rameshwar Malia, 1st Bye Lane, P.O. Howrah, P.S. Howrah, Howrah-711101, represented by its Director namely **Mr. Biswajit Singh (PAN BTDP88232D, AADHAR: 209058675180, PH NO- 9831130748)**, son of Mr. Mahatma Singh, residing at 20, K.C. Sen Sadhan Kanan, P.O. Morepukur, P.S. Uttarpara, Kolkata 700 029,
- 21] **Mr. ASHOK KUMAR AGRAWALLA (PAN ACVPA7413J, AADHAR: 932999345130; PH. NO. 9830070160)**, son of Satya



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Naryan Agarwal, residing at Aaha Tower 5D, 34/1 Bondel Road, P.O. Ballygunj & P.S. Karya, Kolkata 700019

22] PARASPYARA COMMERCIAL PRIVATE LIMITED (PAN AABCP6737B), a company incorporated under the Companies Act, 1956 having its registered office at 29/1 Kalabagan Lane, Block 2, 2nd floor, Lemon Fresh Complex, Domarjola, P.O. Santragachi, P.S. Chatterjeehat, Howrah -711 104, represented by its Director namely **Mr. Yash Vardhan Birla (PAN AORPB6008G, AADHAR:435594717241; PH NO-9831873748)**, s/o Banuhi Lal Rathi, residing at 15B Kalakar street, P.O. Kalakar Street, P.S. Burrabazar, Kolkata - 700007,

23] PD INFRA REALTY PRIVATE LIMITED (PAN AAGCP3618J), a company incorporated under the Companies Act, 1956, having its registered office at 11A, Dover Lane, Triveni Apartment, P.O. Dover Lane, P.S. Gariahat, Kolkata 700029, represented by its Director namely **Mrs. Madhu Birla (PAN AEAPB6263I, AADHAR: 733917494648; PH NO-9163573750)**, wife of Vijay Kumar Birla, residing at Aaha Apartments, Flat 1C/6, 93, Despran Shashmal Road, P.O. Tollygange, P.S. Charumarket, Kolkata 700033,

24] AAR ESS HOMES PRIVATE LIMITED (PAN AACCA2602B), a company incorporated under the Companies Act, 1956 having its registered office at 16, Rameshwar Mahla, 1st Bye Lane, P.O. Howrah, P.S. Howrah, PIN 711101, represented by its Director namely **Patul Seal (PAN BFTPS7013E; AADHAR:867843307325, PH NO 9831130748)**, daughter of Jahar Lal Seal, residing at Janmabhumi Kuthi, 4th Floor, Block-B, Flat No 501, 16 Thakurdas Babu Lane, P.O. Serampore, P.S.-Serampore, Hooghly, 712201, .

25] PRAGATI REALTORS PRIVATE LIMITED (PAN AADCP0981H), a company incorporated under the Companies Act, 1956 having its registered office at 98A, Syed Abdul Rahaman Road, P.O. Haridevpur, P.S. Tollygunj, Kolkata 700082, represented by its Director namely **Mrs. Sudha Birla, (PAN AEAPB6391P, ADHAR: 529097085887; PH NO-9831130748)**, wife of Satish Kumar Birla, residing at Flat 2C16, 93 Deshpran Shashmal Road, P.O Tollygange, P.S Charu Market, Kolkata -700033,

26] APOLLO VINIMAY PRIVATE LIMITED (PAN AACCA2624D), a company incorporated under the Companies



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Sahibzada
Ajit Singh Nagar

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Act, 1956 having its registered office at 16, Rameshwar Malia, 1st Bye Lane, P.O. Howrah, P.S. Howrah, PIN 711101, represented by its Director namely **Mr. Yash Vardhan Birla**, [PAN: **AORPB6008G**, **AADHAR: 435594717241**; **PH NO- 9831873748**], son of Satish Kumar Birla, residing at Flat 2C16, 93, Deshpriya Sasmal Road, P.O. Tollygunj, P.S. Charu Market, Kolkata 700033,

- 27) RIDHI SIDHI FINTRADE PRIVATE LIMITED (PAN AABCR4992A)**, a company incorporated under the Companies Act, 1956 having its registered office at 40 Strand Road, Room No 44, 1st Floor, P.O. Kolkata (G.P.O.), P.S. North Port, Kolkata-700001, represented by its Director namely **Mr. Krishna Kumar Agarwal**, [PAN **BWVPA6426J**, **AADHAR:621124132021**; **PH NO- 9831091232**] son of Late Ramawtar Agarwal, residing at 36A, S.N. Roy Road, New Awar, Block - B, 2nd Floor, P.O. Behala, P.S. Behala Kolkata 700 038, hereinafter referred to as the **GROUP-1 OWNERS**,

AND

- 28) BIJAY KUMAR DOKANIA (PAN ADTPD4887C, AADHAR:990341426417, PH. NO. 9433015833)**, son of Ramawtar Dokania, 179/A/1A Maniktala Main Road, Kankurgachi, P.O. Kankurgachhi, P.S.- Phool Bagan, Kolkata 700054,
- 29) HAPPY AGENCY PRIVATE LIMITED (PAN AACCH4887K)**, a company incorporated under the Companies Act, 1956 having its registered office at 9, Lalbazar Street, P.O. Kolkata GPO, P.S. Hare Street, Kolkata 70001, represented by its signatory authority namely **Sandip Bhattacharya** [PAN **BHOPB6999K**, **AADHAR: 248459590060**; **PH. No. 9331645558**], s/o Kartick Chandra Bhattacharya Panchanantala, Purba Ukl Para, Barulpur, P.O. Barulpur, P.S. Barulpur Kolkata- 700144
- 30) MATASHREE PROJECTS PRIVATE LIMITED, (PAN AAGCM2150G)**, a company incorporated under the Companies Act, 1956 having its registered office at Jalan House, 8 B.B.D Bag (East), 1st Floor, P.O. Kolkata GPO, P.S. Hare Street, Kolkata 700001 represented by its Director namely **Mr. Binod Kumar Dugar**, [PAN **ADTPD2023Q**, **AADHAR: 487216965341**, **PH NO- 9830126107**], s/o Late Ashokan Dugar, residing at P-257, Block -B, Lake Town, P.O. & P.S. Lake Town, Kolkata- 700089



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- 31) **PANCHMUKHI REALTY PRIVATE LIMITED (PAN AAFCP9801L)**, a company incorporated under the Companies Act, 1956 having its registered office at 4 Pairie Place, 2nd floor, Room No. 207, P.O. Kolkata GPO, P.S. Hare Street, Kolkata 70001, represented by its authorized signatory namely **Manisha Dokania (PAN AGIPD0232H, AADHAR:676774320162, PH NO-9903629595)**, wife of Sunil Kumar Dokania, residing at Rukmani Parasmani, Flat No-2PF, 92/1/B, Moulana Abul Kalam Azad Sarani, Kankurgachi, P.O. & P.S. Phoolbagan, Kolkata-700054
- 32) **HIRAJULI TEA COMPANY LIMITED (PAN AABCH0479E)** a company incorporated under the Companies Act, 1956 having its registered office at Sri Sri Kutir, 14, Jatin Bagchi Road, P.O. Sarat Bose Road, P.S. Gariahat, Kolkata 700029, represented by its Director namely **Mr. Jitendra Kumar Thirani (PAN ABVPT7559F, AADHAR:523165200858;PH NO- 9830040001)**, son of Late Brijmohan Thirani, residing at 14, Jatin Bagchi Road, P.O. Sarat Bose Road, P.S. Gariahat, Kolkata 700029,
- 33) **THIRANI ENTERPRISES PRIVATE LIMITED (PAN AAAC9481H)** a company incorporated under the Companies Act, 1956 having its registered office at F-609, Titanium City Centre, Near Sachin Tower, 100 Feet, Ring Road, Anandnagar, P.S. Satellite, P.O. SAC Gujrat, Ahmedabad 380015, represented by its Director namely **Mr. Jitendra Kumar Thirani (PAN ABVPT7559F, AADHAR: 523165200858,PH NO- 9830040001)** son of Late Brijmohan Thirani, residing at 14, Jatin Bagchi Road, P.O. Sarat Bose Road, P.S. Gariahat, Kolkata 700029,
- 34) **THIRANI RESOURCES PRIVATE LIMITED (PAN AAAC9482E)** a company incorporated under the Companies Act, 1956 having its registered office at F-609, Titanium City Centre, Near Sachin Tower, 100 Feet, Ring Road, Anandnagar, P.S. Satellite, P.O. SAC Gujrat, Ahmedabad 380015, represented by its Director namely **Mr. Jitendra Kumar Thirani (PAN ABVPT7559F, AADHAR: 523165200858,PH NO- 9830040001)** son of Late Brijmohan Thirani, residing at 14, Jatin Bagchi Road, P.O. Sarat Bose Road, P.S. Gariahat, Kolkata 700029,
- 35) **HI-TECH HOLDINGS PRIVATE LIMITED (PAN AAACH7023D)**, a company incorporated under the Companies Act, 1956 having its registered office F-609, Titanium City Centre, Near Sachin Tower, 100 Feet, Ring Road, Anandnagar, P.S. Satellite, P.O. SAC Gujrat, Ahmedabad 380015, represented by



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its Director namely **Mr. Jitendra Kumar Thirani**, (PAN **ABVPT7559F**, AADHAR: **523165200858**, PH NO- **9830040001**) son of Late Brijmohan Thirani, residing at 14, Jatin Bagchi Road, P.O. Sarat Bose Road, P.S. Gariahat, Kolkata 700029,

- 36] LUCKY-DHAN VYAPAAR PRIVATE LIMITED (PAN AAACL8331L)**, a company incorporated under the Companies Act, 1956 having its registered office F-609, Titanium City Centre, Near Sachin Tower, 100 Feet, Ring Road, Anandnagar, P.S. Satellite, P.O. SAC Gujrat, Ahmedabad 380015, represented by its Director namely **Mr. Jitendra Kumar Thirani**, (PAN **ABVPT7559F**, AADHAR: **523165200858**; PH NO- **9830040001**) son of Late Brijmohan Thirani, residing at 14, Jatin Bagchi Road, P.O. Sarat Bose Road, P.S. Gariahat, Kolkata 700029,

- 37] JAY GOPAL FISCAL SERVICES PRIVATE LIMITED (PAN AAACJ6824E)**, a company incorporated under the Companies Act, 1956 having its registered office at F-609, Titanium City Centre, Near Sachin Tower, 100 Feet, Ring Road, Anandnagar, P.S. Satellite, P.O. SAC Gujrat, Ahmedabad 380015, represented by its Director namely **Mr. Jitendra Kumar Thirani**, (PAN **ABVPT7559F**, AADHAR: **523165200858**; PH NO- **9830040001**) son of Late Brijmohan Thirani, residing at 14, Jatin Bagchi Road, P.O. Sarat Bose Road, P.S. Gariahat, Kolkata 700029,

- 38] MR. BIJOY GHOSH (PAN ADYPG4183B, AADHAR NO: 407983521391, PH NO- 9674541799)**, s/o Late Lal Mohan Ghosh, residing at C/9 Rajnarayan Park, Boral, P.O. Boral, P.S. Sonarpur, Kolkata 700154

- 39] MR. SWAPAN KUMAR GHOSH (PAN ADOPG0788J, AADHAR NO: 776407485445, PH NO- 9433556723)**, son of Late Haridas Ghosh, residing at A/17, Rajnarayan Park, Boral, P.O. Boral, P.S. Sonarpur, Kolkata 700154

- 40] MR. SUBRATA MAJUMDER (PAN AITPM8668D, AADHAR NO: 560460511603, PH NO- 9830297994)**, son of Thakurdas Majumdar, residing at 29, Southend Garden, Garia, P.O. Garia, P.S. Patuli, Kolkata Kolkata 700 084,

- 41] MRS MALA PAUL (PAN ALTPP6195M, AADHAAR NO- 244556316546, PH NO- 7980432836)**, w/o Late Babulal Paul, residing at P21, Velly Park, Garia, P.O.- Garia, P.S. -Patuli, Kolkata- 700084,



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- 42) **MS ARPITA PAL (PAN AXDPP4709R, AADHAAR NO- 778961371723, PH NO-9836505179)**, d/o Late Babulal Paul, W/O- Mr. Jitan Pal, residing at 1/1B, Madan Dutta Lane, P.O.- Bowbazar, P.S. -Muchipara, Kolkata- 700084,
- 43) **MR JOY PAUL (PAN BYJPP0653C, AADHAAR NO- 689377198758, PH NO- 9674307355)**, d/o Late Babulal Paul, residing at P21, Velly Park, Garia, P.O.- Garia, P.S. -Patuli, Kolkata- 700012,
- 44) **MR NILOY PAUL (PAN DVVPP2247B, AADHAAR NO- 913604606797, PH NO- 9836519884)**, d/o Late Babulal Paul, residing at P21, Velly Park, Garia, P.O.- Garia, P.S. -Patuli, Kolkata- 700084
- 45) **MR. NIMAI GHOSH (PAN ARMPGS721H, AADHAR NO: 876533386360, PH NO- 9836425623)**, son of Late Haridas Ghosh, residing at A/17, Rajnarayan Park, Boral, P.O.-Boral, P.S.-Sonarpur, Kolkata 700154, Proprietor of Aditya Construction having its office at A/17, Rajnarayan Park, Boral, P.O.-Boral, P.S.-Sonarpur, Kolkata 700 154, hereinafter referred to as the **GROUP - 2 OWNERS**

The **GROUP-1 OWNERS** and the **GROUP-2 OWNERS** are hereinafter jointly referred to as the **PRINCIPALS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include in so far as the Companies are concerned their successor and/or successors-in-interest and assigns and so far as the individual Owners are concerned their respective heirs, legal representatives and assigns) and Mr. Rajesh Kumar Somani, son of Prem Sukh Somani shall be one point of contact on behalf of all the Owners for all matters concerning the Owners of the **ONE PART**.

TO AND IN FAVOUR OF

SRIJAN RESIDENCY LLP. (PAN ADEFS1907P) a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its regd. Office at 36/1A, Elgin Road, Kolkata - 700 020 represented by Sri Ram Narayn Agarwal (PAN No: ACYPA1903G), (Having Aadhar No. 594889630890) son of Late N.K. Agarwal, by Occupation- Business, by faith- Hindu, residing at 135G, S.P. Mukherjee Road, Police Station- Tollygunge, Post Office- Kalighat, Kolkata- 700026,



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2,5 SEP 2021

Designated Partner hereinafter referred to as the **ATTORNEY** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include successor and/or successors-in-interest and assigns) of the **OTHER PART**.

WHEREAS the Principal is the Owner of All That the pieces and parcel of land containing an area of 492.9 decimal equivalent to 298 Cottahs be the same a little more or less situate lying at various R.S and L.R Dags of Mouza Jagaddal (J.L.No 71) and Elaichi (J.L.No. 70), A.D.S.R Sonarpur, Police Station Sonarpur, comprised within Municipal Holding No. 177 Ram Chand Dey Street, Ward No.26, under Sonarpur Municipality in the District of South 24 Parganas more fully and particularly described in the **Schedule** hereunder written (hereinafter referred to as the "**SAID PROPERTY**")

AND WHEREAS for the purpose of development the Principal is now desirous of nominating, appointing and constituting M/S Srijan Residency LLP, the Developer represented by its nominees as its lawful Attorneys jointly and/or severally referred to as the "**ATTORNEYS**") to act, do and perform (either jointly or severally) the following acts, deeds, matters and things.

KNOW YE ALL MEN BY THESE PRESENTS, the Principal by writing under its common seal, do hereby appoint nominate and authorize the Attorney as its TRUE AND LAWFUL ATTORNEY for itself and on its behalf and in its name to do the following further acts, deeds and things relating to the Said Property (more fully described in the **SCHEDULE** hereunder written to act through one or more nominees either jointly or severally.

1. To prepare, submit correspond, receive and sign all papers like Plans, Applications, Affidavits, Indemnities, Letters, authorizations and corrections, to appear and to represent before the competent authorities of the respective departments or bodies of both Central and State Governments like Kolkata Metropolitan Development Authority ("KMDA"), the Rajpur Sonarpur Municipality, Competent Authority for supply of Ground Water,



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West Bengal State Electricity Distribution Company Ltd(WBSEDCL) or any other Supply Agency, Administrative offices of the Government of West Bengal, Urban Land Ceiling Authorities, Airports Authority of India, Bharat Sanchar Nigam Ltd., West Bengal Pollution Control Board/Environment Department, Govt. Of West Bengal, Directorate of Town and Country Planning, Kolkata Police, West Bengal Police, Land & Land Reform Department of the Govt. Of West Bengal etc., for obtaining the necessary certificates, sanctions, permissions, exemptions, no objection certificates orders etc., connected with the Said Property in respect of one or more of the following matters:

- a) re-classification, re-constitution and / or re-union of the Said Property commensurate with the purposes for which the Development Agreement has been entered upon
 - c) Demolition of any superstructure(s) on the Said Property
 - d) Proposed constructions (s) of New Building (s)
 - e) Additions, revisions and alterations renewals, regularisation to the proposed New Buildings;
 - f) Obtaining permanent or temporary service connections of water-supply, drainage, sewerage and electricity
2. To apply for and obtain sanction of the building plan in respect of the Said Property and to further apply for and obtain any modification or alterations thereto from time to time and at all times hereafter.
 3. To apply for quotas, entitlements and other allocations for cement, steel, bricks and any other building material that may be required, for and on behalf of the owners/principals for construction of the New Building on the Said Property.
 4. To sign and execute all plans, sketches, maps, declarations, forms, petitions, letters or any other documents relating to or in



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connection with applying for and obtaining sanction of plan in respect of the Said Property.

5. To obtain delivery of the sanction plan from the Rajpur Sonarpur Municipality or any other authority or authorities.
6. to enter upon the Said Property with men and material as may be required for the purpose of development work and erect the new buildings as per the building plans to be sanctioned
7. To apply for and obtain necessary permissions, and/or approvals and/or sanctions from any statutory authority including the Rajpur Sonarpur Municipality, Fire Services Department, Government of West Bengal, Kolkata Police, West Bengal Police, West Bengal Pollution Control Board / Environment Department, Airports Authority of India, Bharat Sanchar Nigam Ltd., and all other statutory authority or body.
8. To appear and represent the Principal before the necessary authorities including the Rajpur Sonarpur Municipality, Fire Services Department, Government of West Bengal, Kolkata Police, West Bengal Police, West Bengal Pollution Control Board / Environment Department, Airports Authority of India, Bharat Sanchar Nigam Ltd., and all other statutory authority or body in connection with the sanction, modification and/or alteration of plans.
9. To pay fees to obtain sanction or modification and such other orders and permissions from the necessary authorities as be expedient for sanction, modification and/or alteration of the sanctioned plans and submit all the papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other Agents, contractors and sub-contractors for the aforesaid purposes as the Attorneys shall think fit and proper.
10. To receive the excess amount of fees, if any, paid for the purpose of sanction, modification and/or alteration of the Plans to any authority or authorities.



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Sonbhat
Sonbhat, District of Sonbhat

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11. To apply for and obtain electricity, gas, water, sewerage, drainage, telephone or other connections of any other utility to the Said Property and/or to make alterations therein and to close down and/or have disconnected the same and for that purpose to sign, execute and submit all papers, applications, documents and plans and to do all other acts, deeds and things as may be deemed fit and proper by the said Attorneys.
12. To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the Said Property or any part thereof.
13. To appear and represent us before all authorities including Rajpur Sonarpur Municipality for fixation and/or finalisation of the annual valuation of the Said Property and for that purpose to sign, execute and submit necessary papers and documents and to do all acts, deeds and things as the Attorneys may deem fit and proper.
14. To arrange for financing of the project (project finance) from any Banks and/or Financial Institutions for construction and completion of the project upon such terms and conditions as may be applicable. Such finance may be secured by mortgaging the said project land belonging to the Owners in favour of any bank / financial institution by deposit of original title deeds of the said project land by way of Equitable Mortgage and/or by executing Simple Mortgage and/or by creating English mortgage and/ or Registered Mortgage. Further the Developer shall create charge in respect of its share of revenue or allocation in the Project without creating any charge or liability in respect of Owner's share of revenue or Owner's allocation in the Project. Further, the Developer may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposit title deeds, deliver the title deeds and to receive back the title deeds, etc. Notwithstanding the same, the Developer shall take the project finance without creating any charge / liability in respect of owner's share of revenue or owner's allocation in the project.
15. To insure the New Buildings and fittings and fixtures against damages, fire, tempest, riots, civil commotion, floods, earthquakes,



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bomb blasts, malicious damage or destruction and against other risks as the Developer may think sufficient to protect the interest of all concerned therein.

16. To collect advance / payment from the intending purchaser against sale/lease of the proposed constructed areas in the proposed New Buildings.
17. To ask for, receive and recover from all the Purchasers/Lessors and Transferees of Flats/Units and Apartments service charges for maintenance and all the other charges and also on non-payment thereof to enter upon and restrain and/or take legal steps for the recovery thereof.
18. To engage Advocates and to commence prosecute enforce defend answer and oppose all actions and other legal proceedings and demands touching any of the matters concerning construction on the Said Property or any part thereof and if thought fit to compromise settle, refer to arbitration, abandon, submit to judgment or become non - suited in any such action proceedings aforesaid before any Court, Civil or Criminal Tribunal or Revenue including the Rent Controller.
19. To Deposit and withdraw fees, documents and monies in and from any Court or Courts and /or any other person or Authority and give valid receipts and discharges therefor.
20. To sign, declare and/or affirm any plaint, written statement, petition, affidavit, verification, vakalatnama, warrant of attorney, Memo of Appeal or any other documents or papers in any proceedings or in any way connected therewith.
21. To file appeals, references, revisions and appear and represent before the competent authorities in respect of any matter relating to the Said Property.
22. To make and sign necessary application or pursue and follow up all applications already made and/or to be made to the appropriate Government Department, Local authority or other competent authorities including appropriate authorities under the Real Estate (Regulation & Development) Act, 2016 and the Urban Land (Ceiling & Regulation) Act, 1976 for all and any licenses,



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registrations, permissions and consents required by any act order statutory instruments regulations by laws or otherwise in connection with the Said Property in pursuance of the Map/Plan to be sanctioned and make payment of all charges and fees therefore and recovery of compensation, if any.

23. For all or any of the purposes hereinbefore stated to appear and represent us before all authorities having jurisdiction and to sign, execute and submit papers and documents.
24. To sign, execute and register and to appear before the sub registrar to register any Agreement (s), deeds or documents.
25. To present such agreement or conveyances for registration before the registering authority and admit execution thereof as if the same is executed by the Principal in respect of the Developer's Allocation.
26. To delegate such of the powers as the Attorneys in their absolute discretion shall think fit and proper to any of its officers and upon such delegation this power of attorney shall be deemed to have been granted by the Principal in favour of the said delegate or delegates as the case may be.

AND GENERALLY to do all acts, deeds and things, which are necessary for developing the Said Property in the manner aforesaid fully and effectively, and acts incidental and ancillary thereto **AND** the **PRINCIPAL** hereby agree to ratify and confirm all and whatsoever the **ATTORNEYS** shall do, execute or perform or cause to be done executed or performed in connection with the development of the Said Property in terms of the Development Agreement.

This Power of Attorney shall remain valid till the completion of the Complex on the Said Property and transfer of constructed area.

AND it is clarified that the terms and expressions used herein shall, unless there be something contrary or repugnant to the subject or context, have the meanings assigned to them in the Development Agreement.



RECEIVED
26 SEP 2021

26 SEP 2021

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Said Land)

ALL THAT the pieces and parcel of land containing an area of 492.9 decimal equivalent to **298 Cottahs** be the same a little more or less situate lying at various R.S and L.R Dags of Mouza Jagaddal (J.L.No 71) and Elaichi (J.L.No. 70), A.D.S.R Sonarpur, Police Station Sonarpur, comprised within Municipal Holding No. 177 Ram Chand Dey Street, Ward No.26, under Sonarpur Municipality in the District of South 24 Parganas as detailed below:

Sl. No.	Mouza	R.S. Dag	RS Kha	L.R. Dag	LR Kha.	Classification	Total Area	Project Area
1	ELACH (J.L. No 71)	2081 (P)	842	2127 (P)	2635, 2653-2663, 2665-2693, 2697, 2698, 2773-2774, 3338, 3340, 3403, 3471	BASTU	90	22.7
2	Do	2001	360	2041	2653-2692, 2697, 2698	DANGA	23	23
3	Do	2000	261	2040	2653-2692, 2697, 2698	BAGAN	14	14



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						Total	127	59.7
4	Jagadd al J.L. No 71	943	109 7	1095	2607, 3160-3178, 3180-3202	BAGAN	64	64
5	Do	944	944	1096	2607, 3160-3178, 3180-3202	BAGAN	22	22
6	Do	945	971	1097	2607, 3178, 3180-3202	BAGAN	109	109
7	Do	946	109 7	1098	2607, 3160-3178, 3180-3202	Pond	36	36
8	Do	947	109 7	1099	2607, 3160-3178, 3180-3202	PUKUR PAR	4	4
9	Do	948	109 7	1100	2607, 3160-3178, 3180-3202	BAGAN	51	51



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10		952 (P)	951	1104 (P)	3160-3178, 3180-3202	BASTU	51	19.7
11		940		1092	3160-3178, 3180-3202	DANGA	62	62
12		939		1091	3160-3178, 3180-3202	Doba	19	19
13		938 (P)	111 3	1090 (P)	3160-3178, 3180-3202	BAGAN	54	31.5
14		935(P 1	110 0	1086 (P)	3160-3178, 3180-3202	Bastu	66	15
					Total		538	433.2
					Grand Total		665	492.9

**THE SECOND SCHEDULE ABOVE REFERRED TO:
COMMON AREAS, FACILITIES AND AMENITIES**

Club-
1. Fully equipped gym
2. Steam & Massage room
3. Jacuzzi.
4. Yoga & Meditation Pavilion.
5. Party Zone
Normal size Swimming pool, baby pool with changing rooms and shower area.
AC Indoor games room with Pool / Snooker, table tennis, carom.



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Chess, Dart other Board games.
Outdoor Games-
1. Multipurpose Court.
Toddler's zone.
Outdoor children's play area with Slip, slide & swing
Jogging track/ Walkways
AC Home Theatre
Amphitheatre - Outdoor
Stage for function & puja
Central landscaped lawn
AC banquet hall with attached lawn for hosting parties
Barbeque space
Adda zone.
Dedicated visitor's car parking space.
Servants / drivers toilet & shower room in the ground floor of each building.
Power back up for light & fans.
Rain water harvesting
Water filtration plant/ 24 hrs. Filtered water supply
Drainage system
Waste disposal system.
Sewage treatment plant(STP)
Centralized cable service
Round the clock Security with Close circuit TV& intercom
Automatic lift.
Fire fighting system as WFPS norms.
Facility management office with storage area.

THE THIRD SCHEDULE ABOVE REFERRED TO:
COMMON EXPENSES

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike



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manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the respective buildings of the complex and decorating and colouring all such parts of the property as usually are or ought to be.

3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the complex.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the complex.
9. Cleaning as necessary of the areas forming parts of the complex.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the complex and providing such additional apparatus as the builder may think fit.
11. Providing and arranging for the emptying receptacles for rubbish.
12. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed



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charged or imposed upon or payable in respect of the various buildings of the complex or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.

13. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
14. Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
15. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
16. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the owner/occupier of any flat/flats.
17. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Builder may from time to time be considered necessary for the carrying out of the acts and things mentioned in this Schedule.
18. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.



Mr. Laxmi Singh
Sonali 24 Pargana

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19. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management Company/Association it is reasonable to provide.
20. In such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
21. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organisation for the owners of the Units and shall only be applied in accordance with the decision of the Holding Organisation.
22. The charges/fees of any professional Company/Agency appointed to carry out maintenance and supervision of the complex.
23. Any other expense for common purpose.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
DEPOSITS/EXTRA CHARGES/TAXES

- **Special Amenities/Facilities:** provision of any special amenities/facilities in the common portions including Club Facilities and Development charges etc.
- **Upgradation of fixtures and fittings:** improved specifications of construction of the said complex over and above the Specifications described.
- **Sinking Fund:**
- **Transformer and allied installation:** Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments.
- **Diesel Generator Charges.**
- **Legal Charges**
- **Taxes:** deposits towards Municipal rates and taxes, etc.
Stamp Duty, Registration Fees, Service Tax and any other tax and imposition levied by the State Government, Central Government or any other authority



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District Sub-Divisional Officer
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- **Common Expenses/Maintenance Charges/Deposits:** proportionate share of the common expenses/maintenance charges as may be levied.
- **Formation of Association/Holding Organization**
- **Electricity Meter:** Security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Complex, at actual.
- **Internal Layout Change:** any internal change made in the layout of the Owner's Allocation and/or upgradation of fixtures and fittings.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

Part - I

(Developers' Allocation)

ALL THAT 73% (Seventy three percent) of either the total realization from sale of saleable areas of the Complex or allocated space in the same proportion to comprise in various flats, units, apartments, and/or constructed spaces of the buildings to be constructed on the said entire project Land **TOGETHER WITH** the undivided proportionate impartible part or share in the said project Land attributable thereto **AND TOGETHER WITH** pro-rata share in the Common Areas, Facilities and Amenities and the entire signage space more particularly described in the **Second Schedule**.

Part - II

(Owners' Allocation)

ALL THAT the average share of **27% (Twenty percent)** wherein 27 out of 45 Owners shall be entitled to a global ratio of 17.86 % and the rest 18 Owners (Owner no. 41 to 44 are clubbed as one) shall be entitled to 9.14% of the total realization from sale of Saleable areas of the Complex or allocated space in the same proportion to comprise in various flats, units, apartments, and/or constructed spaces of the buildings to be constructed on the said entire project Land **TOGETHER WITH** the undivided proportionate impartible part or share in the said entire project Land attributable thereto **AND TOGETHER WITH** the pro-rata share in the Common Areas, Facilities and Amenities more particularly described in the **Second Schedule**.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

SPECIFICATIONS

Foundation	Foot/ Strip foundation – (G+5) 20'-30' depth Pile foundation – High rise (G+7 onwards) 70'-140' depth Depth depends on soil test.
Superstructure	RCC and Shear-wall (MIVAN technology)
Walls	Conventional Bricks/Concrete bricks/Fly ash bricks Internal walls- 4"/5"

**THE SIXTH SCHEDULE ABOVE REFERRED TO:
SPECIFICATIONS**

Foundation	Foot/ Strip foundation – (G+5) 20'-30' depth Pile foundation – High rise (G+7 onwards) 70'-140' depth Depth depends on soil test.
Superstructure	RCC and Shear-wall (MIVAN technology)
Walls	Conventional Bricks/Concrete bricks/Fly ash bricks Internal walls- 4"/5" External walls- 8"/10" Shear-wall (MIVAN technology) Internal walls- 4" External walls- 6"/8"
Wall Finishing	Interior walls & ceiling: POP with white primer (Birla White or eq.) Exterior: One Primer Coat with double coat of Weatherproof paint (Asian paints or equivalent)
Flooring	Living / Dining / Corridor : Vitrified Tiles 2'/2' Thickness : 10 mm Kitchen : Vitrified tiles 2'/2' Bedrooms : Vitrified Tiles 2'/2' Toilet : ceramics tiles 1'/1' Balcony : Vitrified Tiles 2'/2' Skirting : 3" from the floor Lobby : Vitrified /ceramic tiles(double charge) 12mm thick Ground floor lobby : Marble/ Vitrified Tiles (double charge) 12mm thickness



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	Stairs : Kota / Indian marble / L.P.S/Kwapa Lift : Anti-skid laminated Mat Parking : L.P.S/Parking Tiles Road : Interlocking Pavers/Bitumin Walkway : Paver Tiles Tiles Make: Varmora or equivalent
Window	Anodized Aluminum sliding with glass equivalent) 5 mm thickness. Aluminum width 1.5 mm Balcony: Sliding anodized Aluminum door with casement, External grill of 4' height
Kitchen	Granite counter / Marble counter Sink: Stainless steel of 256 gauge sink with drainage board (Jaya or eq.), 2' dado from counter of 8"/12"(Varmora or equivalent) Tap : Essess/ Jaquar or equivalent Chimney provision Provision of water inlet for filter
Doors	External Door : Flush / Panel / Veneer Laminated / Magic Eye / Lock 5 lever / Night Latch / Stopper / Handel / Lower bolt / Hinges / Wooden Frame with beet. Dimensions: width-1100mm,height-2100mm,Thickness 35mm Internal Door: Flush / Bolt / Wooden frame with beet/ Mortise Lock with keys. Dimensions: width- 900mm,height-1800mm, Thickness 30mm Toilet : Flush / Latch / Bolt / Wooden Frame with beet Dimensions: width- 700mm,height-1800mm, Thickness 30mm
Toilet	Exhaust provision Sanitary : Hindware / Parryware - white porcelain CP Fitting : Essess / Jaquar



கலி. டிரை-சுப் பிளாட்டா
சாஹித்ய
சாஹி 24 பரமேஸ்
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	Shower with Hot & Cold provision Basin Geyser provision Designer Dado up to door height 8"/12"
Electrical	Living & Dining: 1 no. Cable TV point (Conduite Laying only, No wiring) 02Nos. 5Amp Points 1 no. Telephone point 1 no. intercom point 1 no calling bell pt. 2 nos. ceiling fan point 4 nos. wall light points Kitchen : 2 no. 5A mp & 1no. 15Amp 1no. light point 1 no exhaust point Master Bedrooms 2 no. 5Amp point 1 no. Cable TV Point (master b/r only) 1 no. ceiling fan point 3nos. wall light points Other Bedrooms 1no. 5Amp point 02 light points on wall 01 ceiling Fan point Toilet : 1 no. 15Amp plug point for Gizer 1no. wall light point 1 no exhaust point Balcony 1no. light Point 01no. 15Amp point Concealed copper wiring of Polycap or eq. Switches of modular/ semi-modular type of Anchor or eq.
AC	Provision for Split AC point in all bed rooms with proper concealed water outlet & provision for place



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	for split Ac ledge
Flat security	Intercom in all the flats.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:
TITLE DEEDS OF THE OWNERS

The Owners purchased the Said Land by following registered
 Conveyance Deeds at the office of ADSR, Sonarpur, 24 Parganas South
 in Book No. 1

Sl. No.	Deed No.	Vendors Name	Purchaser/s Name	R.S. Dag No.	L.R. Dag No.	Area (Decimal)
1	00679/20 13	Karan Horticulture Pvt. Ltd. & 5 Others	Banka Behari Estate Pvt. Ltd. & 3 Others	Mouza Elach: 2081, 2001, 2000, Mouza Jagad dal: 943, 944, 945, 946, 947, 948, 952, 940, 939, 938, 935,	Mouza Elachi: 2127, 2041, 2040, Mouza Jagadd al1095, 1096, 1097, 1098, 1099, 1100, 1104, 1092, 1091, 1090, 1086	46.94 Dec.
2	00514/20 13	Do	Pramod Kumar Agrawal & 16 Others	Do	Do	199.5 Dec.
3	00680/20 13	Do	Hirajul Tea Co. Ltd. & 5 Others	Do	Do	70.40



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4	00683/20 13	Do	Bijoy Ghosh & 14 Others	Do	Do	176.02
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MEMO OF CONSIDERATION

RECEIVED WITH THANKS from M/s Srijan Residency LLP a sum of Rs 16750000/- (Rupees One Crore Fifty Seven Lakhs Fifty Seven Thousand) only as Refundable Security Deposit in the following manner:-

Landowners	Cheque No.	Cheque Date	Bank	Amount
ADARSH TECHNOCOM PRIVATE LIMITED	000837	9/25/2021	ICICI Bank	375000
BANKE BEHARI ESTATE LLP	000838	9/25/2021	ICICI Bank	375000
MUCHMORE PROMOTERS PRIVATE LIMITED	000839	9/25/2021	ICICI Bank	375000
ENDIVE TRADELINK PRIVATE LIMITED	000840	9/25/2021	ICICI Bank	375000
BIJAY KUMAR DOKANIA	000841	9/25/2021	ICICI Bank	375000
HAPPY AGENCY PRIVATE LIMITED	000842	9/25/2021	ICICI Bank	375000
MATASHREE PROJECTS PRIVATE LIMITED	000843	9/25/2021	ICICI Bank	375000
PANCHMUKHI REALTY PRIVATE LIMITED	000844	9/25/2021	ICICI Bank	375000
JGD VYAPAR PRIVATE LIMITED	000845	9/25/2021	ICICI Bank	375000
ANANDDHARA VANIYA PRIVATE LIMITED	000884	9/27/2021	ICICI Bank	375000
NAMOSHIVAM COMMOALES PRIVATE LIMITED	000846	9/25/2021	ICICI Bank	375000
SUNHEAVEN COMMOALES PRIVATE LIMITED	000847	9/25/2021	ICICI Bank	375000
HIRAJULI TEA COMPANY LIMITED	000848	9/25/2021	ICICI Bank	375000
THIRANI ENTERPRISES PRIVATE LIMITED	000849	9/25/2021	ICICI Bank	375000
THIRANI RESOURCES PRIVATE LIMITED	000850	9/25/2021	ICICI Bank	375000
HI-TECH HOLDINGS PRIVATE LIMITED	000851	9/25/2021	ICICI Bank	375000
LUCKY DHAN VYAPAAR PRIVATE LIMITED	000852	9/25/2021	ICICI Bank	375000
JAY GOPAL FISCAL SERVICES PRIVATE LIMITED	000853	9/25/2021	ICICI Bank	375000
PSD INFRA PROJECTS PRIVATE LIMITED	000854	9/25/2021	ICICI Bank	375000
ARCHANA IMPEX PRIVATE LIMITED	000855	9/25/2021	ICICI Bank	375000



↑
Addl. Dist. Sub. Magistrate
Sonarpur
South 24 Parganas

25 SEP 2021

ASHOK KUMAR AGARWALLA	000856	9/25/2021	ICICI Bank	375000
PARASPYARA COMMERCIAL PRIVATE LIMITED	000857	9/25/2021	ICICI Bank	375000
PD INFRA PRIVATE LIMITED	000858	9/25/2021	ICICI Bank	375000
AARESS HOMES PRIVATE LIMITED	000859	9/25/2021	ICICI Bank	375000
PRAGATI REALTORS PRIVATE LIMITED	000860	9/25/2021	ICICI Bank	375000
APOLLO VINIMAY PRIVATE LIMITED	000861	9/25/2021	ICICI Bank	375000
RIDHI SIDHI FINTRADE PRIVATE LIMITED	000862	9/25/2021	ICICI Bank	375000
NIHON MERCHANTS PRIVATE LIMITED	000863	9/25/2021	ICICI Bank	375000
RAM COMPLEX PRIVATE LIMITED	000864	9/25/2021	ICICI Bank	375000
GUGANRAM TEXCOM PRIVATE LIMITED	000865	9/25/2021	ICICI Bank	375000
PRAMOD KUMAR AGARWAL	000866	9/25/2021	ICICI Bank	375000
PRAMOD KUMAR AGARWAL (HUF)	000867	9/25/2021	ICICI Bank	375000
ABHISHEK AGARWAL	000868	9/25/2021	ICICI Bank	375000
R P TRADELINK PRIVATE LIMITED	000869	9/25/2021	ICICI Bank	375000
RAJESH KUMAR SOMANI	000870	9/25/2021	ICICI Bank	375000
SEEMA SOMANI	000871	9/25/2021	ICICI Bank	375000
NIRMAL JAIN	000872	9/25/2021	ICICI Bank	375000
BIJOY GHOSH	000873	9/25/2021	ICICI Bank	375000
SWAPAN KUMAR GHOSH	000874	9/25/2021	ICICI Bank	375000
SUBRATA MAJUMBAR	000876	9/25/2021	ICICI Bank	375000
MALA PAUL	000879	9/25/2021	ICICI Bank	93750
ARPITA PAUL	000880	9/25/2021	ICICI Bank	93750
JOY PAUL	000881	9/25/2021	ICICI Bank	93750
NILOY PAUL	000882	9/25/2021	ICICI Bank	93750
NIMAI GHOSE	000877	9/25/2021	ICICI Bank	375000
TOTAL				15750000



1
KOLAR DISTRICT
BANGALORE
25 SEP 2021

25 SEP 2021

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

SIGNED AND DELIVERED by the within-named PRINCIPALS at Kolkata in the presence of:

1. Amis Jalan

36/1A, Elgin Road, Kot-20

For ADARSH TECHNDCOM PVT LTD

Madhu Birla
(MADHU BIRLA)

For BANKE BHAIJI ESTATE LLP

Rajendra Kumar Aggarwal
(RAJENDRA KUMAR AGGARWAL)

For MUMBAI PROMOTERS PRIVATE LIMITED

Arvind Birla
(ARVIND BIRLA)

For DRIVE TRAILINK PRIVATE LIMITED

Shila Rathi
(SHILA RATHI)

For NIKON MERCHANTS PRIVATE LIMITED
BAN COMPLEX PRIVATE LIMITED, B &
TRAILINK PRIVATE LIMITED

Rajendra Kumar Aggarwal
(RAJENDRA KUMAR AGGARWAL)

For GUGANAM TEXCOM PRIVATE LIMITED

Abhishek Aggarwal
(ABHISHEK AGGARWAL)

2. Arushi Kulkarni
36/1A, Elgin Road,
Kot-20



APRIL 1992 - 100th Anniversary
Sonoma
South 24th Avenue
25 SEP 2021

1. Anuj Jalan

Pranod Kumar Agrawal
(PRANOD KUMAR AGRAWAL)

For PRANOD KUMAR AGRAWAL (HUF)

Pranod Kumar Agrawal
(PRANOD KUMAR AGRAWAL)

Amresh Agrawal
(AMRESH AGRAWAL)

Rajesh
(RAJESH KUMAR SONARI)

Deena Sonari
(DEENA SONARI)

Nirmal Jain
(NIRMAL JAIN)

2. Ayushi Kakkarani

For JED VYAPAR PRIVATE LIMITED
For ANANDUMAHA VARSIYA PRIVATE
LIMITED

Rajesh
(RAJESH KUMAR SONARI)

For RAMCHIVAN COMMODITIES PRIVATE
LIMITED
For SUNHESVIX COMMODITIES PRIVATE
LIMITED

N. Sonari
(NARAYAN PRASAD SONARI)

For PED INFRA PROJECTS PRIVATE

Sudha Birla
(SUDHA BIRLA)

25 SEP 2021

NOTICE TO THE
GOVERNMENT
OF THE DISTRICT



1. Anil Jain.

For ARCHANA INFRA PVT. LTD

Biswajit Singh
(BISWAJIT SINGH)

Ashok Kumar Aggarwal
(ASHOK KUMAR AGGARWAL)

For PARAGYARA COMMERCIAL PRIVATE LIMITED

For APOLLO VIHIMAY PRIVATE LIMITED

Tashi Vardian Birla
(TASHI VARDIAN BIRLA)

For PD INFRA REALTY PRIVATE LIMITED

Madhu Birla
(MADHU BIRLA)

2. Anurag Kataria

For AAR EDR HOMES PRIVATE LIMITED

Putul Seal
(PUTUL SEAL)

For FRAGATE REALTORS PRIVATE LIMITED

Sudha Birla
(SUDHA BIRLA)

For RISHI RISHI FORTRIDE PRIVATE LIMITED

Kushal Aggarwal
(KUSHAL KUMAR AGGARWAL)

Bijay Kumar Dokaria
(BIJAY KUMAR DOKARIA)

25 SEP 2021

KAL. DIST. SUB. REGISTRAR
SOMARPUR
SOUTH 24 PARAGANAH



For HAPPY AGENCY PRIVATE LIMITED

Sandip Bhattacharya
(SANDIP BHATTACHARYA)

For MATARHERI PROJECTS PRIVATE LIMITED

Binod Kumar Dasgupta
(BINOD KUMAR DASGUPTA)

1. *Anuj Jalan*

For PANCHMUKHI REALTY PRIVATE LIMITED

Mousika Datta
(MAUSIKA DATTA)

For JHAGULI TILACOMpany LIMITED,
For TITIRANI ENTERPRISES PRIVATE LIMITED, For TITIRANI ENGINEERING PRIVATE LIMITED, For MITHUN HOLDINGS PRIVATE LIMITED, For LUNGE DEAN VYASAR PRIVATE LIMITED, For JAY GOPAL PRIVATE SERVICES PRIVATE LIMITED

(Signature)
(JYENDRA KUMAR TITIRANI)

2. *Arunali Kankar*

(Signature)
(NITY CHOWD)

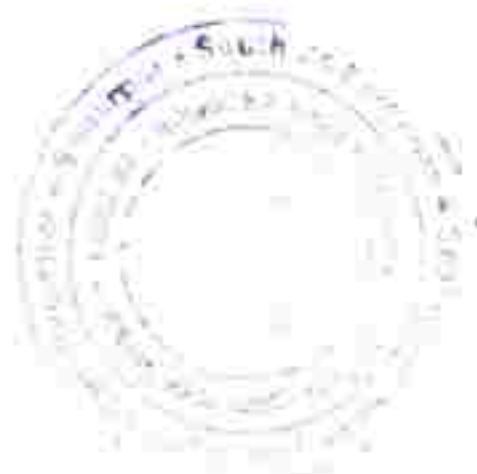
Suipar Kumar Ghosh
(SUIPAR KUMAR GHOSH)

Sushata Majumdar
(SUSHATA MAJUMDAR)

Maeta Paul
(MAETA PAUL)

25 SEP 2021

ALICE CHIEF, SAIT HOSPITAL
SUNSHINE
SHIRAZ 24 SEP 2021



1. Anir Jalani

Anrita Pal
(ANRITA PAL)

JOY PAUL
(JOY PAUL)

2. Anushti Bakaram

JOY PAUL
(JOY PAUL)

Niranjana
(NIRANJANA)

SIGNED AND DELIVERED by the within-
named ATTORNEY at Kolkata in the
presence of

1. Anir Jalani

For Srijan Residency LLP

2. Anushti Bakaram

Ram Nani Agarwal
Authorized Signatory

Drafted by me
(As per Instruction)

Delip K. Ghosh,
Advocate

Enrolment No WB/547/2009
Sealdah Civil Court

25 SEP 2021

Adm. Div. Sub-Region
South 23 km zone



FINGER PRINTS

					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
					
	Thumb	Fore	Middle	Ring	Little
(Right Hand)					
Name: <u>NARAYAN PRASAD SOMANI</u> Signature: <u>N Somani</u>					
					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
					
	Thumb	Fore	Middle	Ring	Little
(Right Hand)					
Name: <u>JITENDRA KUMAR THIRANI</u> Signature: <u>J Thirani</u>					
					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
					
	Thumb	Fore	Middle	Ring	Little
(Right Hand)					
Name: <u>SUDHA BIRLA</u> Signature: <u>Sudha Birla</u>					

26 SEP 2021

NOT THE SUB REGISTRAR
SOMALIA
South of Somalia



FINGER PRINTS



Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Name... SEEMA SOMANI

Signature... Seema Sonani



Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Name... NIRMAL JAIN

Signature... Nirmal Jain



Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Name... BJIOY GHOSH

Signature... Brijoy Ghosh

25 SEP 2021
SOUTH ZA PASSPORT
KOD LHM-SAL HANJIAN



FINGER PRINTS

					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
					
Thumb	Fore	Middle	Ring	Little	
(Right Hand)					

Name... BINOD KUMAR DUGAR

Signature... Binod Kumar Dugar

					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
					
Thumb	Fore	Middle	Ring	Little	
(Right Hand)					

Name... MANISHA DOKANIA

Signature... Manisha Dokania

					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
					
Thumb	Fore	Middle	Ring	Little	
(Right Hand)					

Name... RAJESH KUMAR SOMAN

Signature... Rajesh

25 SEP 2021

NOTICE TO THE
SOUTH CAROLINA
LEGISLATURE



FINGER PRINTS

					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
					
	Thumb	Fore	Middle	Ring	Little

Name KRISHNA KUMAR AGARWAL

Signature Krishna Agarwal

					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
					
	Thumb	Fore	Middle	Ring	Little

Name ABHISHEK AGARWAL

Signature Abhishek Agarwal

					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
					
	Thumb	Fore	Middle	Ring	Little

Name PRAMOD KUMAR AGARWAL

Signature Pramod Kumar Agarwal

25 SEP 2021

Model One: Gold Mountain
South of the Mountain
✓



FINGER PRINTS

					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
					
	Thumb	Fore	Middle	Ring	Little
(Right Hand)					

Name... MADHU BIRLA

Signature... Madhu Birla

					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
					
	Thumb	Fore	Middle	Ring	Little
(Right Hand)					

Name... RAJENDRA KUMAR AGARWAL

Signature... Rajendra Kumar Agarwal

					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
					
	Thumb	Fore	Middle	Ring	Little
(Right Hand)					

Name... ASHISH BIRLA

Signature... Ashish Birla

25 SEP 2021

WILL LIST SUB PROJECT
FORWARD
SOUTH 24 DISTRICT



FINGER PRINTS



Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Name... BISNAJIT SINGH

Signature... Bisnaji Singh



Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Name... ASHOK KUMAR AGRAWALLA

Signature... Ashok Kumar Agrawalla



Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Name... YASH VARDHAM BIRLA

Signature... Yash Vardham Birla

25-5-2021

South 24 Parganas
District
Sub-Registrar



FINGER PRINTS

					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
					
	Thumb	Fore	Middle	Ring	Little
(Right Hand)					
Name... <u>SNAPAN KUMAR GHOSH</u>					
Signature... <u>Snapan Kumar Ghosh</u>					
					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
					
	Thumb	Fore	Middle	Ring	Little
(Right Hand)					
Name... <u>SUBRATA MAJUMDAR</u>					
Signature... <u>Subrata Majumdar</u>					
					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
					
	Thumb	Fore	Middle	Ring	Little
(Right Hand)					
Name... <u>MALA PAUL</u>					
Signature... <u>Mala Paul</u>					

25 SEP 2021

ADK 1000 02 1100
OAKLAND
BOSTON 24 1100



FINGER PRINTS

					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
					
	Thumb	Fore	Middle	Ring	Little
(Right Hand)					

Name.....ARPITA PAUL.....

Signature.....*Arpita Paul*.....

					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
					
	Thumb	Fore	Middle	Ring	Little
(Right Hand)					

Name.....JAY PAUL.....

Signature.....*Jay Paul*.....

					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
					
	Thumb	Fore	Middle	Ring	Little
(Right Hand)					

Name.....NIKOY PAUL.....

Signature.....*Nikoy Paul*.....

25 SEP 2021

WILLIAMSBURG
SOUTH 24 PARGUES
SOUTH 24 PARGUES



FINGER PRINTS

					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
					
	Thumb	Fore	Middle	Ring	Little
(Right Hand)					

Name: SHILA RATHI

Signature: Shila Rathe

					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
					
	Thumb	Fore	Middle	Ring	Little
(Right Hand)					

Name: BIJAY KUMAR DIKANTA

Signature: Bijay Kumar Dikanta

					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
					
	Thumb	Fore	Middle	Ring	Little
(Right Hand)					

Name: SANDIP BHATTACHARYA

Signature: Sandip Bhattacharya

25 SEP 2021

NOTICE OF
SCHEDULE
BIRTH 2: 04: 00 PM



FINGER PRINTS



Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Name... NIMAL GHOSE

Signature... Nimal Ghose



Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Name... PRITI SEAL

Signature... Priti Seal



Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Name... RAM NARESH AGARWAL

Signature... Ram Naresh Agarwal

25 SEP 2021

ADL. (Sd/-) 14/09/21
South 24 Parganas
South 24 Parganas





Government of West Bengal

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

OFFICE OF THE A.D.S.R. SONARPUR, District Name :South 24-Parganas

Signature / LT Sheet of Query No/Year 16082001684389/2021

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr BILJAY KUMAR DOKANIA 179/A/1A Manidala Main Road Kankurgachi, City.-, P.O - Kankurgachi, P.S.- Phool Bagan, District- South 24-Parganas, West Bengal, India, PIN- 700054	Land Lord		 2767	Biljay Kumar Dokania 20/09/2021
2	Mr ASHOK KUMAR AGRAWALLA Asha Tower 5D, 34/1 Bandel Road, City.-, P.O.- BILLYGUNGE P.S.- Karsya, District-South 24-Parganas, West Bengal, India, PIN.- 700019	Land Lord		 2768	Ashok Kumar Agrawalla 20/09/2021

100

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

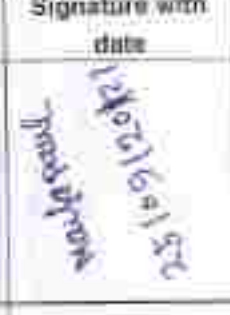
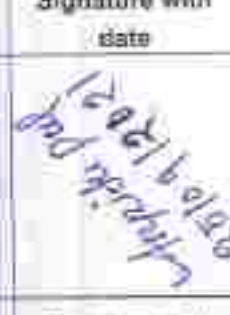
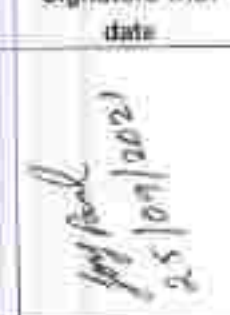
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Mr PRAMOD KUMAR AGRAWAL 219 Jamunai Bajaj Street, Shop No 54, Ground Floor, City:- P.O:- Burrabazar, P.S:- Burrabazar, District:- Kolkata, West Bengal, India, PIN:- 700007	Land Lord		 2761	<i>Pramod Kumar Agrawal</i> 25/09/2021
4	Mr ABHISHEK AGARWAL 188/1E Manikata Main Road, 3rd Floor, City:- P.O:- Kankurgachhi, P.S:- Phool Bagan, District:- South 24-Parganas, West Bengal, India, PIN:- 700054	Land Lord		 2762	<i>Abhishek Agarwal</i> 25/09/2021
5	Mr RAJESH KUMAR SOMANI 38/E Palm Avenue, City:- P.O:- BALLYGUNGE, P.S:- Karaya, District:- South 24-Parganas, West Bengal, India, PIN:- 700019	Land Lord		 2767	<i>Rajesh Kumar Somani</i> 25/09/21

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

Sl No.	Name of the Executant	Category		Finger Print	Signature with date
6	Mrs SEEMA SOMANI 38/E Palm Avenue, City- P.O.- BALLYGUNGE, P.S.-Kasraya, District- South 24-Parganas, West Bengal, India, PIN- 700019	Land Lord		 2776	<i>Seema Somani</i> 25.09.21
7	Mr NIRMAL JAIN 208 Kabir Road, Kalighat, City- P.O.- Kalighat, P.S.-Tollyganje, District-South 24- Parganas, West Bengal, India, PIN:- 700026	Land Lord		 2771	<i>Nirmal Jain</i> 25/09/2021
8	Mr BUDY GHOSH C/6 Rajnarayan Park, Boral, City- P.O.- Boral, P.S.- Sonarpur, District-South 24-Parganas, West Bengal, India, PIN- 700154	Land Lord		 2753	<i>Budy Ghosh</i> 25.9.2021
9	Mr SWAPAN KUMAR GHOSH A/17, Rajnarayan Park, Boral, City- P.O.- Boral, P.S.- Sonarpur, District-South 24-Parganas, West Bengal, India, PIN:- 700154	Land Lord		 2756	<i>Swapan Kumar Ghosh</i> 25/09/2021



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

Sl No.	Name of the Executant	Category		Finger Print	Signature with date
10	Mr SUBRATA MAJUMDER 29, Southend Garden, Garia, City:- , P.O:- Garia, P.S:- Pabuli, District-South 24-Parganas, West Bengal, India, PIN:- 700084	Land Lord		 2757	 12/01/2021
11	Mrs MALA PAUL P21, Vellay Park, Garia, City:- , P.O:- Garia, P.S:- Pabuli, District-South 24-Parganas, West Bengal, India, PIN:- 700084	Land Lord		 2758	 12/01/2021
12	Ms ARPITA PAL 1/1B, Madan Dutta Lane, City:- , P.O:- Bowbazar, P.S:- Muchigara, District-Kolkata, West Bengal, India, PIN:- 700012	Land Lord		 2772	 12/01/2021
13	Mr JOY PAUL P21, Vellay Park, Garia, City:- , P.O:- Garia, P.S:- Kaighat, District-South 24-Parganas, West Bengal, India, PIN:- 700084	Land Lord		 2773	 12/01/2021

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3353
11/11/11
11/11/11
11/11/11

3353

11/11/11

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
14	Mr NILOY PAUL P21, Vaidy Park, Garia, City- P.O.- Garia, P.S.- Kalligat, District-South 24-Parganas, West Bengal, India, PIN:- 700084	Land Lord		 2795	NiLOY Paul 25/09/2021
15	Mr NIMAI GHOSE A17, Rajnarayan Park, Boral, City- , P.O.- Boral, P.S.- Sonarpur, District-South 24-Parganas, West Bengal, India, PIN:- 700154	Land Lord		 2725	Nimai ghose 25.09.2021
16	Mrs Madhu Birla Flat 10/8, 93, Deshpriya Sahmal Road, City- P.O.- Tollygunge, P.S.- Chand Market, District- South 24-Parganas, West Bengal, India, PIN:- 700033	Represent ative of Land Lord [ADARSH TECHNO COM PVT LTD] [PSD INFRA PROJECT S- PRIVATE LIMITED]		 2752	Madhu Birla 25-09-2021

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
17	Mr Rajendra Kumar Agarwal 1/D 11, Aasha Apartment, 93 Dashpran Sasmal Road, City:-, P.O:- Tollugunge, P.S:- Choru Market, District:- South 24-Parganas, West Bengal, India, PIN:- 700033	Representative of Land Lord (BANKE BEHARI ESTATE LLP)		 2749	 25/09/2021
18	Mr Abhinav Birla Flat 1C/5, 93, Dashpran Sasmal Road, City:-, P.O:- Tollugunge, P.S:- Choru Market, District:- South 24-Parganas, West Bengal, India, PIN:- 700033	Representative of Land Lord (MUCHMORE PROMOTERS PRIVATE LIMITED)		 2748	 25/09/2021
19	Mrs Shila Rathi 20, Round Tank Lane, City:-, P.O:- Howrah, P.S:- Shibpur, District:- Howrah, West Bengal, India, PIN:- 711101	Representative of Land Lord (JENDRE TRADELINK PRIVATE LIMITED)		 2750	 25.09.2021

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
20	Mr Sandip Bhattacharya Panchanatala, Purba Uda Para, Barulpur, City:-, P.O:- Barulpur, P.S:-Barulpur, District:- South 24-Parganas, West Bengal, India, PIN:- 700144	Represent ative of Land Lord (HAPPY AGENCY PRIVATE LIMITED)		 2755	 25/09/2021
21	Mr Binod Kumar Dugar P-257, Block -B, Lake Town, City:-, P.O:- Lake Town, P.S:-Lake Town, District-North 24- Parganas, West Bengal, India, PIN:- 700089	Represent ative of Land Lord (MATASH REE PROJECT S PRIVATE LIMITED)		 2764	 25/09/21
22	Mrs Manisha Dokania Rukmani Parasmari, Flat No-2PF, 32/1/B, Moulana Abul Kalam Azad Sarani, Kankurgachi, City:- P.O:- Phulbagan, P.S.- Phool Bagan, District:- South 24-Parganas, West Bengal, India, PIN:- 700054	Represent ative of Land Lord (PANCHM DIHI REALTY PRIVATE LIMITED)		 2770	 25/09/2021

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
23	Mr Rajesh Kumar Somani 38/E Palm Avenue, City- , P.O- Ballygunge, P.S.-Kareya, District-South 24- Parganas, West Bengal, India, PIN- 700019	Representative of Land Lord (JGD VYAPAR PRIVATE LIMITED) (ANAND HARA VANUJA PRIVATE LIMITED)		 2777	 (Rajesh Kumar Somani) 25/03/2021
24	Mr Narayan Prasad Somani 35/E Palm Avenue, City- , P.O- Ballygunge, P.S.-Kareya, District-South 24- Parganas, West Bengal, India, PIN- 700019	Representative of Land Lord (NAMOSHIVAM COMMODITIES PRIVATE LIMITED) (SUNHEAVEN COMMODITIES PRIVATE LIMITED)		 2778	 (Narayan Prasad Somani) Date- 25/03/2021

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
25	Mr Uttendra Kumar Thirani 14, Jain Bagchi Road, City- , P.O.- Sarai Bose Road, P.S.- Ganahat District-South 24-Parganas, West Bengal, India, PIN:- 700029	Represent ative of Land Lord (HIRAJULI TEA COMPAN Y LIMITED) (THIRANI ENTERPR ISES PRIVATE LIMITED) (THIRANI RESOUR CES PRIVATE LIMITED) (HI- TECH HOLDING S PRIVATE LIMITED) (LUCKY- DHAN VYAPAAR PRIVATE LIMITED) (JAY GOPAL FISCAL SERVICE S PRIVATE LIMITED)		2759 	 27/5/2021

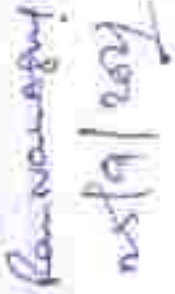
I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
26	Mrs Sudha Birla Flat No. 2C16, 93, Deshpriya Shashmal Road, City:-, P.O:- Tollygunge, P.S:- Chhatra Market, District:- South 24-Parganas, West Bengal, India, PIN:- 700033	Representative of Land Lord [PSD INFRA PROJECT S PRIVATE LIMITED] [PRAGATI REALTOR S PRIVATE LIMITED]		2765 	Sudha Birla 25/01/2024
27	Mr Binwaji Singh 20, K.C. San Sadhan Kanan, City:-, P.O:- Morepuku, P.S:- Uttarpara, District:- Hooghly, West Bengal, India, PIN:- 712250	Representative of Land Lord [ARCHANA IMPEX PVT. LTD.]		2767 	Binwaji Singh 25/01/24
28	Mr Yash Vardaan Birla Flat 2C16, 93, Deshpriya Sasmal Road, City:-, P.O:- Tollygunge, P.S:- Chhatra Market, District:- South 24-Parganas, West Bengal, India, PIN:- 700033	Representative of Land Lord [PARASPARA COMMERCIAL PRIVATE LIMITED] [APOLLO VINIMAY PRIVATE LIMITED]		2760 	Yash Vardaan Birla 25/01/2024

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
29	Mr Putul Seal Jannabhumil Kuthi, 4th Floor, Block- B, Flat No 501, 16 Thakurdas Babu Lane, City- , P.O.- Serampore, P.S.- Serampur, District- Hooghly, West Bengal, India, PIN- 712201	Representative of Land Lord [AARESS HOMES PRIVATE LIMITED]		 2766	 25/09/2021
30	Mr Krishna Kumar Agarwal 35A, S.N. Roy Road, New Awaz, Block - B, 2nd Floor, City- , P.O.- BEHALA, P.S.- Behala, District-South Bengal, India, PIN- 700038	Representative of Land Lord [RIDHI SIDHI FINTRAD E PRIVATE LIMITED] [NIHON MERCHANTS PRIVATE LIMITED] [RAM COMPLEX PRIVATE LIMITED] [R P TRADELINK PRIVATE LIMITED]		2763 	 25/09/2021

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
31	Mr Abhishek Agarwal 188/1E Marikata Main Road, 3rd Floor, City:- P.O:- Kankurgachhi, P.S:-Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN:- 700054	Representative of Land Lord (GUGANRAM TEXCOM PRIVATE LIMITED)		 2762	 25/09/2021
32	Mr Pramod Kumar Agrawal 210 Jamunatal Bajaj Street, Shop No 54, Ground Floor, City:- P.O:- Burrabazar, P.S:- Burrabazar, District:- Kolkata, West Bengal, India, PIN:- 700007	Representative of Land Lord (PRAMOD KUMAR AGRAWA [HUF])		 2761	 15/09/2021
33	Mr Ram Narosh Agarwal 135G, S.P. Mukherjee Road, City:- P.O:- Kalighat, P.S:- Tollygunge, District:- South 24-Parganas, West Bengal, India, PIN:- 700026	Representative of Developer (SRIJAN RESIDENCY LLP)		 2751	 25/09/2021

Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Ujjal Surya Sarkar Son of Late RABINDRANATH SARKAR 36/1A ELGIN ROAD, City:- P.O.- LALA LAJPAT RAI SARANI, P.S.- Bhawaniপুর, District-South 24- Parganas, West Bengal, India, PIN:- 700020	Mr BIJAY KUMAR DOKANIA, Mr. ASHOK KUMAR AGRAWALLA, Mr PRAMOD KUMAR AGRAWAL, Mr ABHISHEK AGARWAL, Mr RAJESH KUMAR SOMANI, Mrs SEEMA SOMANI, Mr NIRMAL JAIN, Mr BIJOY GHOSH, Mr SWAPAN KUMAR GHOSH, Mr SUBRATA MAJUMDER, Mrs MALA PAUL, Ms ARUPITA PAL, Mr JOY PAUL, Mr NILOY PAUL, Mr NIMAT GHOSE, Mrs Madhu Birla, Mr Rajendra Kumar Agarwal, Mr Abhishek Birla, Mrs Shila Rathil, Mr Sandip Bhattacharya, Mr Binod Kumar Dugar, Mrs Manisha Dokania, Mr Rajesh Kumar Somani, Mr Narayan Prasad Somani, Mr Jitendra Kumar Thakur, Mrs Sudha Birla, Mr Bhawjit Singh, Mr Yash Vardhan Birla, Mr Putul Seal, Mr Krishna Kumar Agarwal, Mr Abhishek Agarwal, Mr Pramod Kumar Agarwal, Mr Ram Nohesh Agarwal		 2779	  25/09/21

(Barun Kumar Bhunia)
ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
SONARPUR
South 24-Parganas, West
Bengal



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

GRN Details

GRN:	192021220085211271	Payment Mode:	Online Payment
GRN Date:	24/09/2021 19:52:31	Bank/Gateway:	ICICI Bank
BRN :	67905803	BRN Date:	24/09/2021 19:09:44
Payment Status:	Successful	Payment Ref. No:	2001884389/6/2021
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	SRIJAN RESIDENCY LLP
Address:	36/1A ELGIN ROAD, KOLKATA - 700020
Mobile:	9836016301
Depositor Status:	Others
Query No:	2001884389
Applicant's Name:	Mr Darshana Mazumder
Address:	A.D.S.R. SONARPUR
Office Name:	A.D.S.R. SONARPUR
Identification No:	2001884389/6/2021
Remarks:	Sale, Development Agreement or Construction agreement Payment No 6

Payment Details

Sl No.	Payment ID	Head of A/c Description	Head of A/c	Amount (₹)
1	2001884389/6/2021	Property Registrations- Stamp duty	0030-02-103-003-02	75021
2	2001884389/6/2021	Property Registrations- Registration Fees	0030-03-104-001-16	157528
Total				232549

IN WORDS: TWO LAKH THIRTY TWO THOUSAND FIVE HUNDRED FORTY NINE ONLY.

26 SEP 2021

Local Dist. Sub. Registrar
South 24 Parganas

