

6616/2022

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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



M 645840

Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement stamp attached to this document are the part of this document.

Additional Registrar
of Assurances-IV, Kolkata

12 APR 2022

Additional Registrar of
Assurances-IV, Kolkata

THIS AGREEMENT made this 12th day of April Two Thousand and Twenty Two

BETWEEN

1 PARTIES:

1.1 OWNERS:

1.1.1 **FOREMOST COMMOTRADE PRIVATE LIMITED** (CIN: U51909WB2012TC182947 and PAN: AABCF9982A) a Company incorporated under the Companies Act, 1956 and within the meaning of the Companies Act, 2013;

1.1.2 **TOUCHWIN SUPPLIERS PRIVATE LIMITED** (CIN: U51909WB2012PTC182961 and PAN: AAECT3009M) a Company incorporated under the Companies Act, 1956 and within the meaning of the Companies Act, 2013;

- 1.1.3 FLOWTOP DEALERS PRIVATE LIMITED** (CIN: U51909WB2012PTC182946 and PAN: AABCF9983B), a Company incorporated under the Companies Act, 1956 and within the meaning of the Companies Act, 2013;
- 1.1.4 LOOKLINE VANIYA PRIVATE LIMITED** (CIN:U51909WB2012PTC182953 and PAN: AACCL2938B) a Company incorporated under the Companies Act, 1956 and within the meaning of the Companies Act, 2013;
- 1.1.5 JAGMATA VANIYA PRIVATE LIMITED** (CIN: U51909WB2012PTC171858 and PAN: AACCCJ7629R) a Company incorporated under the Companies Act, 1956 and within the meaning of the Companies Act, 2013;
- 1.1.6 KAMALDHAN SALES PRIVATE LIMITED** (CIN: U51909WB2012PTC173341 and PAN: AAECK6361R) a Company incorporated under the Companies Act, 1956 and within the meaning of the Companies Act, 2013;
- 1.1.7 NITYADHARA TRADELINK PRIVATE LIMITED** (CIN: U51909WB2012PTC171801 and PAN: AADCN8808M) a Company incorporated under the Companies Act, 1956 and within the meaning of the Companies Act, 2013;
- 1.1.8 SHIVKRIPA VANIYA PRIVATE LIMITED** (CIN: U51909WB2012PTC171660 and PAN: AAQCS9839L) a Company incorporated under the Companies Act, 1956 and within the meaning of the Companies Act, 2013;
- 1.1.9 SWARANSATHI IMPEX PRIVATE LIMITED** (CIN: U51909WB2012PTC172566 and PAN: AAQCS9724A) a Company incorporated under the Companies Act, 1956 and within the meaning of the Companies Act, 2013;
- 1.1.10 SUBHVANI SALES PRIVATE LIMITED** (CIN: U51909WB2012PTC171735 and PAN: AAQCS9723H) a Company incorporated under the Companies Act, 1956 and within the meaning of the Companies Act, 2013;

- 1.1.11 MANGALSHIV MERCHANDISE PRIVATE LIMITED** (CIN: U51909WB2012PTC171797 and PAN: AAHCM7039D) a Company incorporated under the Companies Act, 1956 and within the meaning of the Companies Act, 2013;
- 1.1.12 GANESHVANI BARTER PRIVATE LIMITED** (CIN: U51909WB2012PTC171725 and PAN: AAECG5801C) a Company incorporated under the Companies Act, 1956 and within the meaning of the Companies Act, 2013;
- 1.1.13 NISHDIN COMMERCE PRIVATE LIMITED** (CIN: U51909WB2012PTC171799 and PAN: AADCN8841L) a Company incorporated under the Companies Act, 1956 and within the meaning of the Companies Act, 2013;
- 1.1.14 MAHAMANI EXPORTS PRIVATE LIMITED** (CIN: U51909WB2012PTC172565 and PAN: AAHCM7116M) a Company incorporated under the Companies Act, 1956 and within the meaning of the Companies Act, 2013;
- 1.1.15 ARROWLINE CONCLAVE PRIVATE LIMITED** (CIN: U70102WB2013PTC192663 and PAN: AALCA6048G) a Company incorporated under the Companies Act, 1956 and within the meaning of the Companies Act, 2013;

All having their respective Registered Offices at 3/1, Dr. U.N. Brahmachari Street, P.S. Shakespeare Sarani, P.O. Circus Avenue, Kolkata 700017, West Bengal and all represented by **MR. SUBHAYAN BISWAS [PAN: BYAPB3675H; Aadhaar No. 637120805193]**, son of Mr. Asish Biswas, by nationality Indian, by occupation Service, residing at 98/2/1B, Beliaghata Main Road, P. O. Beliaghata, P. S. Beliaghata, Kolkata - 700010, West Bengal;

hereinafter referred to as “the **OWNERS**” (which expression shall, unless excluded by or repugnant to the subject or context herein, be deemed to mean and include their respective successor or successors-in-office and/or successors-in-interest and/or assigns) of the **ONE PART; AND**

1.2 DEVELOPER:

SUREKA ISHA ZION DEVELOPERS PRIVATE LIMITED (CIN: U45400WB2013PTC199191 and PAN: AAUCS0232R), a Company incorporated under the Companies Act, 1956 and within the meaning of the Companies Act, 2013 having its Registered Office at 3/1, Dr. U. N. Brahmachari Street, Kolkata-700017, Post Office- Circus Avenue, Police Station-Shakespeare Sarani, represented by its Director Mr.

BSSPS 1969P

Vedant Sureka (DIN: 06722324 and PAN: BFFPS1969P, AADHAAR: 257888703081), son of Mr. Pradeep Kumar Sureka, by religion Hindu, by occupation Business, by nationality Indian, of 3/1, Dr. U. N. Brahmachari Street, Kolkata-700017, Post Office- Circus Avenue, Police Station-Shakespeare Sarani; hereinafter referred to as "the **DEVELOPER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or successors-in-interest and/or assigns) of the **OTHER PART**

SECTION-I # DEFINITIONS:

2 DEFINITIONS: Unless in this Agreement there be something contrary or repugnant to the subject or context:-

2.1.1 "Agreed Ratio" shall mean the ratio in which the Realizations and several other matters referred to herein shall be shared or distributed between the Owners and the Developer which shall be 8.5% (eight and half percent) of the Owners and 91.5% (ninety-one and half percent) of the Developer.

2.1.2 "Appropriate Authorities" shall according to the context mean all or any of the Central or State Government or any department thereof and/or its officers and functionaries and also all other State, Executive, Judicial or Quasi-Judicial authorities, Local Authority, Government Company, Statutory Bodies and/or other authorities and include the Panchayat and Panchayat Samity having jurisdiction over the Subject Property, any municipal authority (if having jurisdiction over the Subject Property), Kolkata Metropolitan Development Authority, Collector, Municipal Engineering Directorate, Zilla Parishad, Planning Authority, Development Authority, B.L.&L.R.O., D.L.&L.R.O., Collector, Real Estate Authorities, Fire Brigade, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Airport Authority, Police Authorities, Law Enforcement Authorities, Pollution Control Authorities, Fire Service Authorities, Insurance Companies, Goods and Service Tax Authorities, Courts, Tribunals, Judicial and Quasi-Judicial authorities and forums having jurisdiction over the relevant activity and include the concerned Service/Utility Providers for electricity, water, drainage, sewerage, lift, generator, telecom, television, wireless connectivity, digital and other utilities whatsoever or howsoever.

2.1.3 "Building Complex" shall mean and include the Project Site and the New Buildings thereat with the Common Areas and Installations and all other open and covered spaces thereat.

2.1.4 "Building Plans" shall mean the plans for construction of the New Buildings already caused to be sanctioned by the Developer from the Hariharpur Gram Panchayat and include all modifications and/or alterations as may be made thereto as also all extensions and/or renewals thereof.



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

GRN Details

GRN: 192022230005833921 Payment Mode: Online Payment
GRN Date: 11/04/2022 14:16:56 Bank/Gateway: HDFC Bank
BRN : 1762454852 BRN Date: 11/04/2022 14:04:19
Payment Status: Successful Payment Ref. No: 2001105278/2/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: SUREKA ISHA ZION DEVELOPERS PVT LTD
Address: 3/1 DR UN BRAHMACHARI STREET KOLKATA 700017
Mobile: 9830251884
Depositor Status: Buyer/Claimants
Query No: 2001105278
Applicant's Name: Mr ISHITA BOSE
Identification No: 2001105278/2/2022
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001105278/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	74520
2	2001105278/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	21

Total 74541

IN WORDS: SEVENTY FOUR THOUSAND FIVE HUNDRED FORTY ONE ONLY.

- 2.1.5 **"Common Areas and Installations"** shall mean such parts, portions and areas in the Project Site which the Developer may from time to time identify and earmark for common use by all or any one or more of the Transferees or any other person in common with the Owners and/or the Developer and include any variations or relocations thereof as may be made by the Developer in consultation with the Owners. A list of tentative Common Areas and Installations is given in the **SECOND SCHEDULE** hereto.
- 2.1.6 **"Common Purposes"** shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the Transferees thereof; collection and disbursement of the Common Expenses; the purpose of regulating mutual rights, obligations and liabilities of the Transferees thereof; and dealing with all matters of common interest of the Transferees thereof.
- 2.1.7 **"Completion of Construction"** in respect of any Unit or New Buildings or part thereof forming part of the Building Complex shall mean the compliance of requirements mentioned in Clause 8.13.2 hereto.
- 2.1.8 **"Developer's Realization Share"** shall mean and include 91.5% (ninety-one decimal half percent) of the Realizations.
- 2.1.9 **"Developer's Allocation"** shall mean and include the Developer's Realization Share and include all other properties and rights belonging to the Developer in terms hereof.
- 2.1.10 **"Encumbrances"** shall include mortgages, charges, security interest, liens (including negative lien), lis pendens, hypothecations, attachments, leases, tenancies, bargadar, occupancy rights, licenses, uses, debutters, trusts, bankruptcy, insolvency, wakfs, acquisition, requisition, vesting, any other encumbrance, claims, demands and liabilities whatsoever or howsoever.
- 2.1.11 **"Deposits"** shall mean and include the amounts mentioned in the **FOURTH SCHEDULE** hereto subject to the conditions as contained in Clause 12.3 hereto.
- 2.1.12 **"Force Majeure"** shall mean any event or combination of events or circumstances beyond the control of a Party including (a) Acts of God i.e. fire, draught, flood, earthquake, storm, lightning, epidemics, pandemic and other natural disasters; (b) Explosions or accidents, air crashes; (c) General strikes and/or lock-outs, civil disturbances, curfew etc.; (d) Civil commotion, insurgency, war or enemy action or terrorist action; (e) Change in Law, Rules and Regulations, injunctions, prohibitions, or stay granted by court of law, Arbitrator, Government; (f) Non-functioning of any existing or new Appropriate Authorities

due to any reason whatsoever including any lockdown imposed by the Government of India or the Government of West Bengal and of which the affected party has notified the other party in writing upon its occurrence and upon its cessation it being further expressly clarified that any event which does not continue beyond a continuous period of more than 7 days shall not be Force Majeure.

- 2.1.13 “New Buildings”** shall mean the one or more buildings and other structures to be constructed from time to time at or portion/s of the Project Site.
- 2.1.14 “Other Land Owners”** shall mean the (A) Antray Developers LLP, (B) Bangbhumii Agency LLP, (C) Bluemotion Trading LLP, (D) Fastspeed Tie-Up LLP, (E) Goodpoint Projects LLP, (F) Hemang Distributors LLP, (G) Kalyankari Realtors LLP, (H) Karni Infra Properties LLP, (I) Kotiratan Mercantile LLP, (J) Oversure Tradelinks LLP, (K) Panchshree Dealer LLP, (L) Rosco Vinimay LLP, (M) Rudramala Exports LLP, (N) Topflow Commodities LLP, (O) Viewmore Tradelink LLP and include their respective successors or successors in office/interest and/or assigns.
- 2.1.15 “Owners’ Realization Share”** shall mean and include 8.5% (Eight and half percent) of all Realizations.
- 2.1.16 “Owners’ Allocation”** shall mean and include the Owners’ Realization Share and include all other properties and rights belonging to the Owners in terms hereof.
- 2.1.17 “Parking Spaces”** shall mean the spaces at the Building Complex including at covered space, open area or under a shade at the open area or mechanized multilevel systems at the open area for parking of motor cars and/or two-wheelers.
- 2.1.18 “Pass Through Charges”** shall mean the Goods and Service Tax or any substitutes, additions or alterations or statutory modifications thereof and any other impositions, levies or taxes (other than Income Tax) on the Transfer in favour of the Transferees.
- 2.1.19 “Real Estate Laws”** shall mean the, Real Estate (Regulation and Development) Act, 2016 and include all amendments, substitutes and/or statutory modifications thereof and also all rules, regulations and byelaws framed thereunder.
- 2.1.20 “Realizations”** shall mean and include all amounts received or receivable from time to time against Transfer of or otherwise in respect of the Building Complex or any Units, Parking Spaces, club, recreational and other facilities and other Transferable Areas thereat and also include price, Preferred Location Charges, (if

any), Floor Rise Escalation, costs, charges, nomination charges, cancellation compensation, interest from transferees,; but shall not include any amounts received from the Transferees on account of (a) Pass Through Charges and Deposits. It is clarified that in addition to the above amounts, if the Developer directly or indirectly charges or receives any amount on any other account from the Transferees including for electricity, transformer, generator, etc., the same shall also be and form part of the Realizations.

2.1.22 "Shares in land" shall mean the proportionate undivided share in the land of whole or part of the Subject Property attributable to any Unit.

2.1.23 "Subject Property" shall mean the land morefully and particularly described in the **FIRST SCHEDULE** hereunder written.

2.1.24 "Project Site" shall mean 8.047359 acres of land at Mouza Baikunthapur out of which 4.058265 acres more or less comprised in the Subject Property is owned by the Owners hereto and the remaining area is owned by the Other Land Owners.

2.1.25 "Transfer" (with grammatical variations), insofar as the same relates to Units shall mean transaction of sale and insofar as the other Transferable Areas shall mean transaction by sale, grant or otherwise.

2.1.26 "Transferable Areas" shall mean the Units, Parking Spaces, private/reserved terraces/roofs with or without any facilities and all other areas at the Building Complex capable of being transferred independently or by being added to the area of any Unit or by making the same appurtenant to any Unit or otherwise and shall also include any area, right or privilege at the Building Complex capable of being commercially exploited or transferred for consideration in any manner and include the proportionate undivided shares in land and/or the Common Areas and Installations appurtenant to the Units.

2.1.27 "Transferees" shall mean the persons to whom any Transferable Areas in the Building Complex are Transferred or agreed to be Transferred.

2.1.28 "Units" shall mean the independent and self-contained residential apartments and non-residential shops, offices, assembly/mercantile and other spaces including any private/reserved terraces/roofs capable of being exclusively held used or occupied by a person.

2.2 INTERPRETATION:

2.2.1 Reference to any Clause shall mean such Clause of this Agreement and include any sub-Clauses thereof. Reference to any Schedule shall mean such Schedule to this Agreement and include any parts of such Schedule.

2.2.2 Headings, Clause Titles, Capitalized expressions and Bold expressions are given for convenience only and shall not be used for or influence the interpretation of any Clause or sub-Clause hereof.

2.2.3 Words of any gender are deemed to include those of the other gender.

2.2.4 Words using the singular or plural number also include the plural or singular number, respectively.

2.2.5 The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Articles of this Agreement, as the case may be;

2.2.6 Reference to the word "include" shall be construed without limitation.

2.2.7 The Schedules/Annexure and recitals hereto shall constitute an integral part of this Agreement and any breach of the stipulations contained in the Schedules shall be deemed to be a breach of this Agreement.

2.2.8 Reference to a document, instrument or agreement (including, without limitation, this Agreement) is a reference to any such document, instrument or agreement as modified, amended, varied, supplemented or novated in writing from time to time in accordance with the provisions.

SECTION-II # RECITALS AND REPRESENTATIONS:

3 RECITALS/REPRESENTATIONS:

3.1 RECITALS:

- 3.1.1 The Owners are the full and absolute Owners of the Subject Property.
- 3.1.2 Pursuant to pre-existing negotiations between the Developer, the Owners and the Other Land Owners, the Developer, the Owners and the Other Land Owners entered into a Development Agreement dated 20th June, 2017 which was registered in the Office of the Additional Registrar of Assurances I, Kolkata and recorded in Book No. I, Volume No. 1901-2018 at pages 45796 to 45900 and numbered as Deed No. 190101014 for the year 2018 in connection with the Project Site.
- 3.1.3 Pursuant thereto the Parties described as Owners in the said Development Agreement dated 20th June, 2017 also executed a Power of Attorney dated 16th April 2018 in favour of the Developer. The said Power of Attorney was also registered in the Office of the Additional Registrar of Assurance-III, Kolkata and recorded in Book No. IV, Volume No. 1903-2018 at pages 75595 to 75704 and numbered as Deed No. 190302548 for the year 2018.

- 3.1.4 The terms and conditions of the said agreement dated 20th June, 2017 could not be substantially acted upon thereby making the parties to the same give up and cancel the same ab initio after saving the actions already taken by the Parties thereto in pursuance thereof as is also recorded in the cancellation deed recited hereinafter.
- 3.1.5 Accordingly, by a cancellation dated 12th April, 2022 the ineffectiveness and cancellation of the Development Agreement dated 20th June, 2017 was recorded, inter alia, after saving few actions already taken by the parties thereto.
- 3.1.6 Pursuant thereto the Power of Attorney dated 16th April 2018 has also been revoked by a Deed of Revocation of Power of Attorney dated 12th April, 2022;
- 3.1.7 By another development agreement dated 12th April, 2022, the Other Land Owners have appointed the Developer to develop the Building Complex by including their portion of the Project Site on the terms and conditions agreed between the Other Land Owners and the Developer. The Subject Property of the Owners and the property of the Other Land Owners constitute the entire land in the Project Site.
- 3.1.8 Pursuant to further discussions between the parties and the representations as hereinafter contained, the Owners and the Developer have agreed to enter into this agreement whereby the Developer shall, inter alia, be entitled to the exclusive right to develop the Building Complex by including the Subject Property as part of the Project Site and to Transfer the Transferable Areas to interested Transferees and be entitled to the Developer's Allocation and other benefits hereinstated and the Owners shall Transfer the proportionate undivided shares in the land of the Subject Property to the Transferees and shall, inter alia, be entitled to the Owners Allocation and other benefits hereinstated.

3.2 REPRESENTATIONS:

- 3.2.1 The Owners made the following several representations, assurances and warranties to the Developer which have been relied upon and believed to be true and correct by the Developer for the purpose of entering upon this Agreement and the transaction envisaged herein:
 - 3.2.1.A That the Owners are presently the full and absolute Owners of the Subject Property with good marketable title free from all Encumbrances whatsoever and in khas vacant and peaceful possession thereof. The facts about the Owners deriving title to the Subject Property is represented and warranted by the Owners in the **FIFTH SCHEDULE** hereto and the same are all true and correct.
 - 3.2.1.B There are proper boundary walls on all sides of the Project Site.
 - 3.2.1.C That there is no notice of acquisition or requisition or alignment under the Land Acquisition Act or The Right to Fair Compensation and Transparency in Land

Acquisition, Rehabilitation and Resettlement Act, 2013 received or pending in respect of the Subject Property or any part thereof and the Subject Property.

- 3.2.1.D That neither the Subject Property nor any part thereof has been attached or forfeited and/or is liable to be attached or forfeited under any laws or order or decree of any authority or Court of Law or due to Income Tax, Foreign Exchange, Money Laundering or any other Statutory Dues or Public Demand.
- 3.2.1.E There is no impediment, obstruction, restriction or prohibition in the Owners entering upon this Agreement and/or in the development and transfer of the Subject Property.
- 3.2.1.F That all the original documents of title in respect of the Subject Property have not been deposited with anyone nor confiscated or seized by any authority nor used as security or collateral security or bond or otherwise in respect of any activity or transaction whatsoever.
- 3.2.1.G There is no suit, dispute, claim or other legal proceeding, civil, criminal or revenue pending by or against the Owners and/or any other person affecting or in any way relating to the Subject Property and there is no legal proceeding, dispute or claim affecting the Subject Property and/or the Owners.
- 3.2.1.H There is no injunction, status quo, prohibition or other order or condition in any way relating to or affecting the Subject Property in any manner.
- 3.2.1.I That the Owners have not stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever.
- 3.2.1.J That no other agreement or contract with any other person in connection with the Subject Property or any part thereof or its development/sale/transfer nor any power of attorney in favour of any person is subsisting.
- 3.2.1.K That the Owners have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Subject Property or any part thereof can or may be impeached, encumbered or affected in title or would in any way impair, hinder and/or restrict the development transfer and other activities envisaged under this Agreement.
- 3.2.1.L That the Owners have not mortgaged or charged or provided security interest in respect the Subject Property or any part thereof and there is no notice or proceeding for realization or recovery of the dues of the Bank nor is there any notice or proceeding of winding up or bankruptcy or insolvency proceedings under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or the Companies Act or Insolvency and

Bankruptcy Code or before the Debts Recovery Tribunal or before any Court or Tribunal filed or pending against the Owners.

3.2.1.M That there is no difficulty in the compliance of the obligations of the Owners hereunder.

3.2.1.N That the Owners are duly organized and validly existing under the prevailing laws of India and have full power and authority (corporate or otherwise) and are lawfully owning their assets and properties and have trade licenses required to carry on its business as now conducted.

3.3. REPRESENTATIONS OF DEVELOPERS: The Developer has represented and assured the Owners, inter alia, as follows:-

3.3.1. The Developer is carrying on business of construction and development of real estate and has infrastructure, expertise and resources in this field.

3.3.2. The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.

3.3.3. It is duly organized and validly existing under the prevailing laws of India and has full power and authority (corporate or otherwise) and has all material governmental licenses, consents and approvals necessary to own its assets and properties and to carry on its business as now conducted.

3.3.4. There is no difficulty in compliance of the obligations of the Developer hereunder.

3.3.5. The Developer has secured proper and sufficient rights from the Other Land Owners to cause and ensure the unaffected compliance of all obligations of the Developer hereunder. The Developer shall be solely liable and responsible for all compliances of the other agreements and related contracts entered upon with the Other Land Owners by the parties thereto and shall ensure that the development of the Building Complex or Transfer or Transferable Areas or payment or delivery of Owners' Allocation to the Owners or any other compliance of the Developer hereunder is not affected in any manner whatsoever or howsoever.

3.4 The parties are now entering upon this Agreement to put into writing all the terms and conditions agreed between them in connection with the development of the Building Complex by including the Subject Property as part of the Project Site and the administration and Transfer of the Building Complex and the respective rights and obligations of the parties in respect of the same as hereinafter contained.

SECTION-III # WITNESSETH:

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

4 AGREEMENT AND CONSIDERATION:

- 4.1 The Developer hereby agrees to maintain its sole and exclusive rights to develop the land of the Other Land Owners forming part of the Project Site and in consideration thereof and of the obligations, covenants, terms and conditions contained herein and on the part of the Developer to be observed, fulfilled, performed and complied with, the Owners have agreed to grant rights to the Developer in respect of the Subject Property as hereinafter contained.
- 4.2 In the premises aforesaid, the Owners hereby agree to provide the entirety of the Subject Property and hereby grant to the Developer exclusive rights and authority to develop the Subject Property as a Building Complex and to Transfer and administer the Building Complex on the terms and conditions hereinafter contained and in consideration thereof and further in consideration of the obligations, covenants, terms and conditions contained herein and on the part of the Owners to be observed, fulfilled and complied with, the Developer has agreed to the same on the terms and conditions hereinafter contained.
- 4.3 With effect from the date hereof, the Developer shall have the sole and exclusive rights, authorities and entitlements (a) to develop and construct or cause to be developed and constructed the Building Complex at the Subject Property, (b) to administer the Building Complex in the manner and until the period as morefully contained herein, (c) to Transfer all the Transferable Areas, (d) to the Developer's Allocation, and (e) to all other properties benefits and rights of the Developer hereunder or to which the Developer is entitled hereunder; **And** the Owners shall be entitled (a) to the Owners Allocation and (b) all other properties benefits and rights of the Owners hereunder or to which the Owners are entitled hereunder; on and subject to the terms and conditions hereinafter contained.
- 4.4 The New Buildings and all other works shall be constructed or caused to be constructed by the Developer at its own costs and expenses upon complying with all provisions of law. The Owners hereby agree to sell and transfer the Shares in land attributable to the Transferable Areas in favour of the concerned Transferees and the sale of the same shall be completed upon Completion of Construction of the concerned Transferable Areas and the consideration for the same shall be the Owners Realization Share arising from the same.
- 4.5 The agreement and the rights of the Developer shall be and shall remain valid and subsisting at all times and cannot be cancelled save in accordance with any specific terms and conditions mentioned herein.

5 **OBLIGATIONS OF OWNERS:**

- 5.1 **ATTRIBUTES REQUIRED FOR SUBJECT PROPERTY:** The Owners shall be wholly responsible and liable to cause and ensure the availability of the Subject Property towards the development and Transfer in terms hereof. In connection with the Subject Property, the Owners shall be bound to comply with and meet the following attributes:
- 5.1.1 **Marketable Title:** The Subject Property and each part thereof shall be absolute freehold property with good and marketable title of the Owners. The Owners have made out their marketable title of the Subject Property and shall maintain the same, at their costs. In connection with their obligations pertaining to title and ownership as aforesaid, the Owners have provided a Search Report with Chain of Title in respect of the Subject Property prepared in or about the period of their purchase thereof certifying the same as free from all encumbrances.
- 5.1.2 **Free from Encumbrances:** The Owners have provided the Subject Property free from all Encumbrances. The Owners shall not hereafter create any Encumbrance over the Subject Property except as expressly permitted elsewhere herein.
- 5.1.3 **Boundary Wall and Gates:** The Project Site is already secured by a boundary wall with gates. The Owners on their part hereby accord their no objection to the Developer commencing the development works from the Project Site upon taking approval from the Other Land Owners.
- 5.1.4 **Mutation and Separation:** The Owners have supplied Mutation Certificates which reflect their status in respect of the Project Site. Any correction or record updation in respect of any error if found in future will be done by the Owners at their costs and expenses.
- 5.1.5 **Conversion:** The Owners have already caused conversion of the Subject Property under Section 4C of the West Bengal Land Reforms Act, 1955 prior to sanction of building plans.
- 5.1.6 **Possession:** For the purpose of the Development proposed hereby the legal possession (including under Section 53A of the Transfer of Property Act, 1882) shall remain with the Owners and the Owners are hereby granting unto the Developer a license to enter upon the Subject Property and construct thereupon.
- 5.1.7 **Fit for Development:** The Subject Property alongwith the remaining portion of the Project Site is subject matter of the said sanctioned plans and subject to the Developer obtaining consent and authority of the Other Land Owners, the same is fit for development of the Building Complex and Transfer of the Transferable Areas therein.

5.1.8 **Dues on the Subject Property:** The Owners have paid and cleared upto date land revenue, property tax and any other dues or taxes, if any outstanding in respect of the Subject Property until the date of execution of this agreement.

5.2 **COMPLIANCE OF REAL ESTATE LAWS:** The Owners shall comply with all requirements of Real Estate Laws as applicable to a land owner.

5.3 **TITLE DEEDS & OTHER DOCUMENTS:**

5.3.1 The Owners shall deposit through the Other Land Owners all title deeds and link deeds, relating to the Project Site particulars whereof are mentioned in the **SIXTH SCHEDULE** hereto and hereinafter referred to as "the **said Documents**" in a Joint Locker held by the Other Land Owners' Named Representative and the Developer.

5.3.2 Upon completion of sale and transfer of all the Units and/or Transferable Areas in the Building Complex, the Developer will deliver the Original title Deeds and any further documents that may be come in the hands of the Developer during the course of development to the Association of the Transferees of the New Buildings.

5.3.3 The Developer shall be entitled from time to time and at all times to produce, submit, deliver, give copies and extracts of and from the said Documents before government and semi government bodies and authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi-judicial forums, service providers and other persons and authorities as may be required and for that to obtain the same from the escrow holder. The Developer shall also be entitled to produce the said Documents or copies and extracts of and from the said Documents before banks or other financial institutions who would be providing finance/loans/advances to the Developer for development of the Subject Property and also provide inspection and give copies thereof to any financier giving loans or advances to any Transferee.

6 **PLANNING:**

6.1 The planning and layout for the development of the Subject Property is already part of the sanctioned building plans. The final implementation planning without violating the sanctioned plans on, inter alia, the aspects mentioned hereinbelow, shall be done by the Developer:

6.1.1 The look and design concept and layout of the Building Complex and also of landscaping, plantation, walkways, driveways, etc., at the Subject Property;

6.1.2 Club and/or sporting/entertainment/recreation/health center for the Transferees and the equipments, installations, services and facilities thereat;

6.2 The Owners shall be at liberty (but not obliged) to provide their suggestions and inputs in the implementation planning of the Building Complex without increasing the cost or the

Completion time of the Developer in respect of the Building Complex but the incorporation of the same shall be at the discretion of the Developer in consultation with the Architect.

- 6.3 The Developer shall be free to plan, commence and continue the construction and development of the Project Site or any part thereof in multiple phases as the Developer may deem fit and proper without affecting the Completion Time.

7 **SURVEY, SANCTION AND MODIFICATION OF BUILDING PLANS:**

- 7.1 **SURVEY AND SOIL TESTING:** The Developer shall at its own costs and expenses carry out necessary survey and soil testing and other preparatory works in respect of the Subject Property.

- 7.2 **BUILDING PLANS:** The sanctioned Building Plan issued by the Hariharpur Gram Panchayat has been supplied to the Owners and the Developer shall construct the New Buildings in accordance therewith.

7.2.1 **MODIFICATIONS AND ALTERATIONS:**

- 7.2.1.1 The Developer shall be entitled from time to time to cause modifications and alterations to the building plans in such manner and to such extent as the Developer may deem fit and proper **Provided That** no modification or alteration can be made by the Developer whereby the total sanctioned area or saleable carpet area gets reduced.

- 7.2.1.2 The constructible area as per the Building Plan sanctioned is 11,78,642 square feet and the built up area and saleable carpet area including balcony area is 7,52,816 square feet and 6,92,136 square feet respectively as morefully set out in an area statement annexed herewith. The Parties agree that the constructible area of minimum saleable carpet area shall not be reduced under any circumstances. In the event that plans for subsequent phases are required to be altered then the same would be made upon mutual discussion between the Owners and the Developer.

- 7.3 **SIGNATURE AND SUBMISSION:** The Owners shall sign, execute, submit and deliver all applications, undertakings, declarations, affidavits, plans, letters and other documents and do all acts deeds and things as may be required by the Developer in connection with the application and/or obtaining the modification of Building Plans made as per terms above and for obtaining any approvals required to be obtained by the Developer for commencing or carrying out the Development at the Subject Property.

- 7.4 **CO-ORDINATORS:** The Owners shall nominate one representative ("**Owner's Named Representative**") who shall be duly appointed by virtue of having been authorized through a Resolution signed by all the Owner Companies for coordination with the Developer. Likewise, the Developer shall also nominate only one representative who shall be duly appointed by virtue of having been authorized through a Board Resolution

signed by all Directors for coordination with the Owners. The Owners or the Developer may change their respective representative upon giving at least 7 (seven) days prior notice in writing to the other party.

8 CONSTRUCTION OF THE BUILDING COMPLEX:

- 8.1 **CONSTRUCTION:** The Developer shall at its own cost and expense construct and build the New Buildings and other constructions and developments at the Subject Property and erect and install the Common Areas and Installations and complete and finish the entire Building Complex in accordance with the Implementation Planning of the Developer and upon due compliance of the Building Plans and laws affecting the same. The Developer shall have the sole and complete rights and obligations in respect of all aspects of development and construction.
- 8.2 **GOOD CONSTRUCTION:** The Developer shall construct erect and carry out the development at the Subject Property in a good and workman like manner with good quality of materials and specifications as mentioned in the **THIRD SCHEDULE** hereto or equivalent substitutes thereof. The Developer shall construct and build the New Buildings in accordance with the Building Plans and all sanctionable modifications and alterations thereof and do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules in force at the relevant time. The construction shall be done by the Developer in compliance of the legal requirements.
- 8.3 **REAL ESTATE LAWS:** The Developer shall register itself as a promoter and comply with all necessary requirements under the Real Estate Laws and required to be complied with by a promoter thereunder. The Developer shall not allow its registration to lapse or be cancelled or terminated and adhere to the Real Estate Laws fully and in all manner.
- 8.4 **TEAM:** The Architect for the Building Complex and the entire team of people required for the execution of the Building Complex shall be such person as may be selected and appointed by the Developer with suggestions from the Owners.
- 8.5 **UTILITIES:** The Developer shall be entitled to utilize the existing available and/or modify or alter or apply for and obtain new connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities (whether temporary or permanent) from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the proposed Complex at its costs.
- 8.6 **COMMON AREAS AND INSTALLATIONS:** The Developer shall identify the Common Areas and Installations in the Subject Property meant jointly or individually for all or any of the individual New Buildings and/or the Subject Property as a whole and/or different phases thereof and also for all or some of the Transferees and/or Transferable Areas.

- 8.6.1** The Developer shall provide for the availability of Common Areas and Installations on a phase wise basis providing for –
- 8.6.1.1** Passages, pathways and driveways for ingress and egress by users of the Subject Property as developed from time to time;
 - 8.6.1.2** Electricity, drainage and sewerage and water connections with necessary constructions and equipments thereof;
 - 8.6.1.3** Lifts/staircases/elevators wherever applicable in the New Buildings;
 - 8.6.1.4** Any other area, installation or facility that the Developer may provide at the Subject Property.
- 8.6.2** The Developer subject to compliance of existing laws shall be entitled to:-
- 8.6.2.1** Erect, install and/or operationalize the Common Areas and Installations in phases and gradually;
 - 8.6.2.2** Allow or permit only provisional and/or partial use of any of the Common Areas and Installations until Completion of Construction of the Building Complex or until such earlier time as the Developer may deem fit and proper;
 - 8.6.2.3** Change for betterment or improvement the dimension, capacity or any other physical or in-built specifications of any Common Installations in phases and from time to time to erect, install or shift any Installation into any new phase or other portions of the Subject Property;
 - 8.6.2.4** Erect temporary or permanent boundary between the different phases and to remove the same at any time or upon the completion of the later phase as the Developer may deem fit and proper;
 - 8.6.2.5** Impose restrictions and conditions for the use of the Common Areas and Installations;
 - 8.6.2.6** Provide for separate entrances and other Common Areas and Installations for different phases/groups of Transferees.
- 8.7 AREAS:** The carpet area and built-up area in respect of the all the Units shall be as per applicable Real Estate Laws and shall be provided by the Developer to the Owners simultaneously upon the execution hereof.
- 8.8 CALCULATION OF PROPORTIONATE SHARE:** The proportionate share in land and in the Common Areas and Installations attributable to any Unit in each phase shall be determined by taking the ratio in which the carpet of such Unit bears to the total

carpet area of all the Units for the time being to contain in the New Buildings in such phase Provided That insofar as proportionate share in the Common Areas and Installations of individual buildings are concerned the same shall be determined by taking the ratio in which the carpet area of any Unit bears to the total carpet area of all the Units in the concerned building. The parties shall by mutual consent or if required by law, be entitled to vary the basis of determination of proportionate share as aforesaid.

- 8.9 **LAUNCH DATE:** The Developer shall launch the Project within 30 (thirty) days of receipt of the Environmental Clearance or execution of these presents whichever is later. Provided That in the event registration of projects under Real Estate Laws in West Bengal is commenced before expiry of the said period of 30 (Thirty) days as above then the Developer shall launch the Project within 15 (fifteen) days of the said Project being registered under RERA which registration shall be applied for within 30 (thirty) days of commencement of registration under RERA in West Bengal and obtained within 90 days of commencement of such registration which period for registration shall be mutually extended if the same is not disposed of by the authority within the said time.
- 8.10 **MANAGEMENT, CONTROL & AUTHORITY:** With effect from the date of execution of this Agreement, the Developer shall have exclusive and unobstructed right to administer Building Complex. The Developer shall have the authority to carry out the implementation planning and development of the Building Complex fully and in all manner with sole and exclusive management, control and authority. The Developer may set up site office, put up the hoardings/boards, bring out brochures and to display the board/hoardings of the Building Complex Project at the Subject Property and the Building Complex.
- 8.11 **NAME** The name of the Building Complex shall be “**Sunrise Aura**” or any other name as the Developer may decide upon obtaining prior written consent from the Owners. The names of each building thereof shall also be decided by the Developer.
- 8.12 For all or any of the purposes contained hereinabove and required by the Developer, the Owners shall render all assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time promptly and without any delay, failing which the time periods for construction by the Developer shall stand automatically extended by the periods of delay on the part of the Owners.
- 8.13 **TIME FOR CONSTRUCTION AND COSTS AND RESPONSIBILITY:**
- 8.13.1 **TIME FOR CONSTRUCTION:** The Developer shall complete the construction of the Building Complex as follows:-

- (i) The first phase with a minimum constructed area of 6,84,596 Square feet to comprise in the 4 New Buildings within 05 (five) years from the date of launch of the Project subject to Force Majeure.
- (ii) The entire Building Complex and all New Buildings in all phases within 84 **(eighty-four) months** from the date of launch of the Project;

(The time under sub-Clause (i) is referred to as **"Completion Time"**).
- (iii) There shall be a cumulative aggregate grace period of 12 (twelve) months if required by the Developer for Completion of Construction as per time lines mentioned above (hereinafter referred to as **"Grace Period"**).
- (iv) The Developer shall complete the Project in maximum of three Phases as it may determine within the said time frame and communicate the same to the Owners.

8.13.2 COMPLETION OF CONSTRUCTION:

- (i) For the purpose of "Completion" the construction of any New Building or block or Unit thereof shall be deemed to have been completed on the Developer causing to be constructed the same internally as per the agreed specifications together with ingress and egress therefrom by staircase and lift and together with availability of temporary or permanent water, electricity and drainage connections (if and to the extent applicable for such constructed area) and the issuance of Completion/ Occupancy/Provisional Occupancy/Blockwise Completion Certificate of the Appropriate Authority in respect thereof. In the event the issuance of the Completion Certificate is delayed for no fault of the Developer the Owners shall not make any claim upon the Developer on account thereof but any other liability, pecuniary or otherwise, shall attach to the Developer for such Delay.
- (ii) The elevation works and decoration and beautification works, relief and land layout works, pavements, permanent connections relating to the common amenities and all other works of the concerned phase of the Building Complex may be obtained within six months of the Completion/Occupancy Certificate of such phase.

8.13.2 COSTS AND EXPENSES: All fees, costs, charges and expenses of whatsoever or howsoever nature in respect of the planning, development, construction, Completion of Construction, obtaining of sanctions, modifications, alterations, approvals and otherwise relating to the Building Complex and all connected purposes and acts deeds and things pertaining thereto and including those contemplated in Clauses 6, 7 and 8 and its sub-Clauses hereinabove shall all be wholly and exclusively be borne and paid by the Developer and the Owners will not be liable for anything or pay anything.

8.13.3 RESPONSIBILITIES:

- 8.13.3.1** Save those expressly agreed to be carried out by the Owners expressly hereunder, the Owners shall not have any obligation or liability in connection with any acts, deeds or things pertaining to the Building Complex (including the planning, development, construction, Completion of Construction, obtaining of sanctions, modifications, alterations, approvals and otherwise) and the Owners or any of them shall not be put to any obligation or liability whatsoever or howsoever in connection therewith.
- 8.13.3.2** The Developer shall handle and address all and/or any local issues/disturbance which may arise. The Developer shall construct and build the New Buildings in accordance with the Building Plans and do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules in force at the relevant time. It shall be the responsibility of the Developer to resolve at their own costs all issues that may be raised by any statutory authorities including the sanctioning authorities, police, local authorities etc. in respect of development and construction activities. The Owners shall be entitled to visit the site alongwith its authorized representative from time to time and upon giving a 24 hour prior notice, except in exceptional or emergency circumstances.
- 8.13.3.3** Upon sanction of the Building Plans, the Developer shall, if so and as is thereafter possible/ permissible to be caused to be sanctioned and constructed, apply for sanction of additional/further constructions (including any incremental parking space) beyond those sanctioned under the Building Plans. In case such additional area is sanctioned, the same shall form part of the Transferable Areas.

9 TRANSFER AND MANNER:

- 9.1 TRANSFER:** The Transfer of the Building Complex and all Transferable Areas therein shall be under the control and management of the Developer on the terms and conditions contained herein. The parties shall Transfer the Transferable Areas to the Transferees selected by the Developer wherein the proportionate undivided shares in the land attributable to the concerned Transferable Areas shall be Transferred or agreed to be Transferred by the Owners in the manner hereinafter provided and the constructed areas and all other rights, title or interest shall be Transferred or agreed to be so done by the Developer and the Owners collectively in the manner hereinafter provided. The Transfer of the proportionate share in the land shall be completed upon construction of the Transferable Areas or at such other time as the Developer may require and the consideration for the same and any other right, title or interest thereunder transferred by the Owners shall be the Realizations forming part of the Owners Allocation Provided That the Owners shall execute and register the final Transfer deeds or sale deeds or conveyances upon construction of the concerned Transferable Area and subject however to the receipt of the entire Realizations and Sale Consideration in respect of the concerned area thereby conveyed in terms hereof and with an obligation to ensure that

the Owners receive the Owners' Realization Share thereof simultaneously but in any event not later than 3 days from the date of such sale deeds or conveyance or final transfer deed.

9.2 MANNER OF TRANSFER: The parties agree to the following terms and conditions in respect of the Transfer:-

9.2.1 Authority of Developer: The Developer shall have the sole and exclusive rights to conduct the day to day Transfer in respect of the Building Complex and all Transferable Areas therein but at the rates and subject to the conditions hereinafter contained.

9.2.2 Rate and Price for Transfer: The rates of booking of Transferable Areas in any phase shall be finalized by the parties in consultation with the marketing agents before commencement of booking of such phase (hereinafter referred to as "Minimum Rates") and the Minimum Rates so agreed to by the Owners and the Developer shall be documented in writing. The parties shall review in writing the finalized rates periodically but not later than each six months of every year. The Developer shall endeavour to exceed the Minimum Rates and maximize the Realizations. Any sale below the Minimum Rates shall be done by the Developer only with prior written consent of the Owners.

9.2.3 Publicity and Branding: The Developer shall be entitled to advertise for Transfer of the Units, Parking Spaces and other saleable spaces/constructed areas in the Building Complex in all media. The branding in respect of the Building Complex shall be done by the Developer using its/group name and brand and those of the marketing agents and other connected persons

9.2.4 Marketing Agents: The Developer may select, appoint or discontinue the Marketing Agents, brokers, sub-brokers and other agents eligible under the Real Estate Laws for Transfer of the Transferable Areas at such charges and terms and conditions as they may deem fit and proper.

9.2.5 Discounts and Schemes: In case Transfers are slow or the rates made applicable are not found acceptable in the market, then the Developer shall be entitled to make variations in the same and give temporary discounts and employ such schemes as would be conducive to Transfers of the Transferable Areas upon written intimation to the Owners. In case of a discount or scheme resulting below the Minimum Rate as mentioned in Clause 10.2.2 of this Agreement, such scheme or discount shall be implemented only after written consent of both the Owners and the Developer.

9.2.6 Bookings and Allotments: The Developer shall accept bookings and make allotments, in respect of any Unit, Parking Space or other Transferable Areas in

favour of any Transferees and to cancel revoke or withdraw the same if the situation so warrants according to the Developer at the agreed rates and prices.

9.2.7 Signature to Agreements and Deeds: The agreements and final Transfer deeds or deeds relating to Transfer of the Units, Parking Spaces and other Transferable Areas shall be executed by both the Owners and the Developer. The Developer shall be at liberty to sign the concerned agreement and deed on behalf of the Owners pursuant to the power of attorney to be conferred to it in pursuance hereof But without committing any violation of the applicable terms and conditions of this agreement and it being further expressly provided that the sale deed or conveyance deed or final document of Transfer of any Transferable Area shall not be executed till the time the entire Realization and/or sale consideration has been received from the concerned Transferee whereby the entire Owners' Realization Share in respect of such Transferable Area is received in full by the Owners simultaneously and in any event not later than 3 days from such Transfer.

9.2.8 The Developer shall deliver possession of the Transferable Areas directly to the Transferees thereof.

9.3 ADVOCATES: All documents of transfer or otherwise shall be such as be drafted by Advocate appointed by the Developer for the Project subject to the same being approved by the Owners and/or their Advocates.

9.4 MARKETING AND ADVERTISEMENT COSTS: Marketing and publicity of the Project and related advertisements shall be done by the Developer. The costs and expenses of marketing (including brokerage) and publicity shall all be borne and paid by the Developer. No amount will be payable by the Owners on any account including marketing or advertisement cost or brokerage in respect of the Transferable Areas.

9.5 INTEREST TO TRANSFEREES ETC.: If any liability, interest, damage or compensation is payable to any Transferee or other person relating to the Building Complex, otherwise than due to delay or default on the part of the Owners in compliance of their respective obligations towards them in accordance with the agreements to be entered with the Transferees, the same shall be payable by the Developer.

9.6 LOANS BY TRANSFEREES: The Transferees shall be entitled to take housing loans for the purpose of acquiring specific Units and Transferable Areas launched from banks, institutions and entities granting such loans. The Owners and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents etc. as be required in this regard by such banks, institutions and entities Provided That there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Subject Property except the Unit and appurtenances under Transfer and save those occasioned due to cancellation of the agreement with the Transferee.

- 9.7 TRANSFER RELATED RESPONSIBILITY:** The Owners shall not have any obligation or liability in connection with any acts, deeds or things contemplated in Clause 10 and its sub-Clauses above and the Owners or any of them shall not be put to any obligation or liability whatsoever or howsoever in connection therewith.

10 FINANCE AND MORTGAGE:

- 10.1** The Owners hereby agree and permit the Developer to obtain loans and finance for development of the Subject Property from any Banks and/or the Financial Institutions and/or Non-Banking Financial Companies and/or Recognized Foreign Direct Investors by mortgaging and charging the Developer's Allocation and the Subject Property and by depositing the original title deeds if and to the extent necessary without however creating any financial obligation upon the Owners and without creating any security, charge or lien on the Owners Allocation and the Owners Realization Share
- 10.2** The Developer shall repay the finance obtained out of the Developer's Realization Share or from other funds of the Developer as may be required and shall ensure that there is no default in repayment of the financial accommodation obtained or interest and costs connected therewith, or obligations connected therewith and without fastening any financial or other liability on the Owners.
- 10.3** The Owners shall however join as Parties and execute all documents and deeds, declarations and filings as may be required by the bank for creating mortgage in respect of the land and the construction thereon but subject to the terms in such regard agreed upon and stated herein.

11 REALIZATIONS, DEPOSITS AND DISTRIBUTION:

- 11.1** The Owners shall be entitled to the Owners' Realization Share and the Developer shall be entitled the Developer's Realization Share.
- 11.2 MODUS OF DISTRIBUTION:** The Developer shall be entitled to receive the Realizations (including booking amounts, earnest money, part payments, consideration), Deposits, Pass Through Charges and other amounts on any account receivable from the Transferees and other persons in respect of the Building Complex.
- 11.3** The Owners shall be entitled to disbursement of Owners Realization Share on the Completion of the Project. It is clarified that no credit of revenue sharing will be done for Owners before obtaining Completion Certificate. Credit will be given for Owners Realization Share in the month in which Completion Certificate is obtained.
- 11.4 DEPOSITS:** The Developer shall be free to add or alter the particulars of Deposits as mentioned in the **FOURTH SCHEDULE** hereunder written. The residue of the Deposit with the Developer shall upon formation of the Association in respect of the Building Complex be handed over to such Association by the Developer after adjusting the dues

and arrears receivable by the Developer. The collection and management of Deposits shall be done by the Developer in a separate bank account. The Owners shall not be responsible for collection, management, or transfer of the Deposits to the Association.

11.5 ACCOUNTS: The Developer shall maintain proper separate accounts pertaining to all the transactions relating to Transfer of the Building Complex received by the Developer in connection therewith.

11.6 FINAL ACCOUNTS: After fulfillment of this Agreement or at such time as the parties mutually agree, the final accounts pertaining to the entire period of continuance of this Agreement shall be made and finalized by the parties and any party found to have received excess shall refund the excess payment to other party within 15 days of such accounts being taken and settled.

11.7 OWNERS LIABILITIES TOWARDS DEPOSITS: The Owners shall not be liable to make any contribution on account of Deposits in respect of the Transferable Areas that are agreed to be sold/transferred in as much as the same would be collected from the Transferees thereof.

14. COMMON PURPOSES AND MAINTENANCE IN-CHARGE:

14.1 COMMON PURPOSES: The Owners and the Developer and all Transferees of their respective allocations shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Developer and adopted for or relating to the Common Purposes in consultation with the Owners. Furthermore, while dealing with and/or entering into any agreements and other documents of transfer of their respective allocations or any part thereof, the Owners and the Developer shall respectively necessarily incorporate all rules, regulations restrictions and conditions framed by the Developer in consultation with the Owners as aforesaid.

14.2 MAINTENANCE IN-CHARGE:

14.2.1 The Developer shall upon Completion of Construction of the Building Complex form one or more Maintenance Company and/or Association for the Common Purposes and till then, the Developer or its nominee shall be in charge for the Common Purposes.

14.2.2 Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Developer shall be free to appoint different agencies or organizations for any activities relating to Common Purposes at such consideration and on such terms and conditions as the Developer may deem fit and proper. All

charges of such agencies and organizations shall be part of the Common Expenses. The Owners will not be liable for anything in this regard.

15. COVENANTS BY THE OWNERS:

15.1 The Owners do hereby covenant with the Developer as follows:-

15.1.1 The Owners hereby covenant that each and every representation made by the Owners hereinabove are true and correct and agree and covenant to perform each and every representation and covenant.

15.1.2 The Owners shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.

15.1.3 The Owners shall ensure that it shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement and shall keep the Developer and all persons deriving right from the Developer fully saved harmless and indemnified from and against all losses, damages, costs, claims, demands, actions or proceeding that may be suffered or incurred by them or any of them in this regard.

15.1.4 All obligations of the Owners hereto shall be complied with by all of them and failure of any one of them shall be failure of all the Owners.

15.2 COVENANTS BY THE DEVELOPERS: The Developer doth hereby covenant with the Owners as follows:-

15.2.1 That each and every representation made by the Developer hereinabove are all true and correct and agrees and covenants to perform each and every representation and covenant.

15.2.2 That the Developer doth hereby agree and covenant with the Owners not to do any act deed or thing whereby any right or obligation of the Owners hereunder may be affected or the Owners are prevented from making or proceeding with the compliance of the obligations of the Owners hereunder.

15.2.3 That the Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and shall not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.

15.2.4 That the Developer shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the consent of the Owners.

15.2.5 The Developer shall ensure that it shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement and shall keep the Owners and all persons deriving right from the Owners fully saved harmless and indemnified from and against all losses, damages, costs, claims, demands, actions or proceeding that may be suffered or incurred by them or any of them in this regard.

15.3 GST AND TDS ETC.:

15.3.1 The parties shall respectively discharge statutory compliances in respect of TDS or Income Tax related compliances in respect of their respective rights, benefits and obligations under or arising out of this agreement. As for the Transferable Areas, the Developer shall be solely responsible for the compliances of collection and deposit of Goods and Service Tax. If there be any statutory requirement which obliges the Owners to register or pay, then the Owners shall comply with same.

15.3.2 The Developer will bear the GST or any other tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force pertaining to the Developer's Allocation, if and as applicable. The Owners will bear applicable GST pertaining to the unsold areas, if any, on Completion Certificate, to the extent of the share of the Owners therein as per the Agreed Ratio and shall not be liable for anything else in this regard.

16. **FORCE MAJEURE:** Notwithstanding anything elsewhere to the contrary contained in this Agreement, the parties hereto shall not be considered to be in default in performance of the obligations or be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of force majeure and time for performance shall remain suspended during the duration of force majeure.

17. POWERS OF ATTORNEY:

17.1 The Owners shall with the execution of these presents execute and/or register one or more Powers of Attorney in favour of the Developer and/or the Developer's nominated persons being namely **Mr. Vedant Sureka and Mr. Sajal Bose** or such other person as may be nominated from time to time granting all necessary powers and authorities to effectuate and implement this Agreement including for preparation/sanction/modification/alteration of Building Plans, construction and development of the Subject Property and for all temporary/permanent utilities thereat, sale or otherwise transfer of the Transferable Areas and shares in land and all share right title and interest of the

Owners in the Building Complex in accordance with the terms and conditions hereof pertaining thereto. Notwithstanding the grant of powers, the power to execute any sale deed or deed of conveyance for final documents of Transfer in respect of any Unit or Transferable Areas shall not be exercised till the Owners have not received the entire Owners' Realization Share in respect of such Unit or Transferable Areas.

17.2 If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned herein, the Owners shall grant the same to the Developer and/or its nominees at the latter's costs and expenses and agree that the same shall also subsist during the subsistence of this Agreement provided they are not detrimental to the interest of the Owners.

17.3 **AUTHORITY AND ADDITIONAL POWERS:** It is understood that to facilitate the Building Complex, various acts deeds matters and things not herein specified may be required to be done by the Developer for which the Developer may need the authority of the Owners for making or signing of various applications and other documents relating to which specific provisions may not have been mentioned herein. The Owners hereby shall do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute a further Power of Attorney/Authorisation in favour of the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer provided the same is not detrimental to the interest of the Owners.

17.4 The said power or powers of attorney to be so granted by the Owners to the Developer and/or its nominee/s shall form an integral part of this Agreement and the Owners shall not be entitled to modify or alter or revoke the same without the prior written consent of the Developer provided no detrimental act is done by the Developer.

18. **PROPERTY TAXES AND OUTGOINGS:** Till the date of the execution of these presents, all Khajana, taxes and outgoings (including arrears, if any) on account of municipal/property tax, land tax and other outgoings shall be borne and paid by the Owners and those arising for the period thereafter

violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Owners.

- 18.2 INDEMNITY BY DEVELOPER:** At all times hereafter the Developer hereto shall indemnify and agree to keep the Owners, saved, harmless and indemnified in respect of gross negligence, mismanagement, fraud and otherwise in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Owners and arising due to any representation of the Developer being found to be false or misleading and also due to any construction defect or deficiency on the part of the Developer and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Developer.
- 18.3 STAMP DUTY AND REGISTRATION CHARGES:** All stamp duty, registration charges, legal expenses and other allied expenses in connection with the registration of this Agreement shall be borne and paid by the Developer.
- 18.4 NO PARTNERSHIP OR AOP:** The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an Association of Persons (AOP).
- 18.5 NOT A PRESENT TRANSFER:** Nothing in this Agreement is intended to or shall be construed as a transfer of possession or title of the Subject Property at present in favour of the Developer.
- 18.6 WAIVERS:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. A waiver on any occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.
- 18.7 ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written oral or implied.
- 18.8 PART UNENFORCEABILITY:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree, in the circumstances referred above, to use all

reasonable endeavors to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.

18.9 MODIFICATIONS: 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 the Owners and the Developer.

18.10 CUSTODY OF ORIGINAL AGREEMENT: This Agreement shall be executed in Duplicate and both copies shall be treated as originals and one copy shall be retained by the Developer and one copy shall be retained by the Owners.

19. DEFAULTS AND CONSEQUENCES:

19.1 DEFAULTS OF OWNERS: In case the Owners fail and/or neglect to make out and maintain a marketable title to the Subject Property or any part thereof or in case the Owners fail to comply with any of their obligations mentioned in this Agreement in the manner or within the period stipulated therefor, the Developer shall give a notice, in writing, to the Owners giving time of 60 (sixty) days to remedy the default or breach and in case of any defaults of the Owners in remedying the default of breach, the Developer may raise monetary claims which shall be decided by the Arbitration Tribunal unless mutually agreed upon otherwise.

19.2 DEFAULTS BY THE DEVELOPER:

In addition and without prejudice to the rights and remedies of the Owners on account of any delay or default of the Developer available hereunder or under law, the following consequences shall become applicable:

- (a) All and every claim on any account whatsoever or howsoever of the Transferees or third parties or under Real Estate Laws shall be for and to the account of the Developer alone and the Owners shall not be liable in any manner therefor.
- (b) Under no circumstances, the Owners' Realization Share or the Owners' Allocation and other receivables of the Owners shall be affected, prejudiced, reduced, lessened, delayed or stopped in any manner.
- (c) In case of any defaults of the Developer, the Owner may raise monetary and other claims which shall be decided by the Arbitration Tribunal unless mutually agreed upon otherwise between the parties.

19.3 It is clarified that any delay or default on the part of the Other Land Owners or non-compliance of any term or condition of the agreement or contract with the

Other Land Owners, the same shall not be nor be available as a bona fide reason or ground for the Developer in respect of any delay or default of the Developer of any of its obligations or liabilities hereunder in any manner. The Developer shall keep the Owners fully saved harmless and indemnified in respect of any loss, damage, cost, claim, demand, action or proceeding arising out of any act or omission whatsoever or howsoever under or pursuant to any agreement or contract with the Other Land Owners and/or any act or omission by the Developer or any of the Other Land Owners or any persons claiming through them.

19.4 UNILATERAL CANCELLATION: Neither party hereto can unilaterally cancel or rescind this Agreement at any time unless such party is entitled to do so by express terms of this Agreement contained elsewhere herein upon default of the other party.

19.5 CHOICE OF REMEDIES: It is clarified that the exercise of any one or more remedy by any party shall not be or constitute a bar for the exercise of any other remedy by the concerned party at any time.

20. NOTICES: All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of dispatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered speed post without the same being served. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.

21. ARBITRATION:

21.1 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions contained herein contained or touching these presents and/or the Subject Property and/or any matter touching these presents shall be referred to arbitration of a Sole Arbitrator to be appointed by the Parties mutually and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification thereof for the time being in force.

21.2 In the event that the parties are unable to agree on an arbitrator, each party shall nominate an arbitrator and the nominee arbitrators shall appoint a third arbitrator for constituting the Tribunal.

21.3 In connection with the said arbitration, the parties have agreed and declared as follows:

21.3.1 The Arbitration Tribunal shall have summary powers and will be entitled to lay down their own procedure.

21.3.2 The Arbitration Tribunal will be at liberty to give interim orders and/or directions.

21.3.3 The parties agree to abide by all their directions and/or awards and not to challenge the same in any manner whatsoever or howsoever.

21.3.4 The seat of the Arbitration shall be at a place within the Ordinary Original Jurisdiction of the Hon'ble High Court at Calcutta.

21.3.5 Language shall be English.

22. **JURISDICTION:** Only the Calcutta High Court and those having territorial jurisdiction over the Subject Property shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this Agreement or connected therewith including the arbitration as provided hereinabove.

SECTION-IV # SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

(SUBJECT PROPERTY)

ALL THAT the 4.058265 acres or 405.8265 Sataks of the Owners out of the pieces or parcels of land containing an area

29	Danga	0.09	717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 740/2, 740/3, 740/4 and 740/5
30	Bagan	0.10	717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 740/2, 740/3, 740/4 and 740/5
31	Danga	0.20	717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 740/2, 740/3, 740/4 and 740/5
37	Doba	0.08	717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 740/2, 740/3, 740/4 and 740/5

42	Doba	0.11 out of 0.16	737, 738, 739, 740, 740/2, 740/3, 740/4 and 740/5
5	Doba	0.0275 out of 0.03	104 and 207
6	Bagan	0.16	104 and 207
7	Bagan	0.18	104 and 207
8	Doba	0.0225 out of 0.03	104 and 207
9	Doba	0.04	25, 227, 98, 103, 102 and 260
10	Bagan	0.23	25, 227, 98, 103, 102 and 260
11	Bagan	0.35	25, 227, 98, 103, 102 and 260
12	Doba	0.06	25, 227, 98, 103, 102 and 260
16	Bagan	0.07 out of 0.11	207 and 763
17	Bagan	0.13 out of 0.15	104, 207 and 763
18	Danga	0.28	25, 227, 98, 103, 102 and 260
19	Bagan	0.57	

26	Danga	0.71	25, 227, 98, 103, 102 and 260
49	Danga	0.45	265 and 310
50	Danga	0.45	25, 227, 98, 103, 102 and 260
51	Bagan	0.33	190/2, 190/3, 190/1, 190/4, 190/5 and 190/6
52	Bagan	0.36	145, 217, 265, 266, 310 and 317
53	Bagan	0.28 out of 0.41	14/1, 104, 207, 265, 762, 763, 764 and 310
68	Bagan	0.025 out of 0.10	265 and 310

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished. Land having classification 'Doba' shall be maintained as 'Doba' unless converted under Section 4C of the West Bengal Land Reforms Act, 1955.

Be it mentioned that the 4.058265 acres or 405.9094 Sataks of the Owners out of Property described above are comprised of the following areas:

SL NO.	NAME	KHATIAN NO.	ACRES
1.	FOREMOST COMMOTRADE PRIVATE LIMITED	737	0.08946
2.	TOUCHWIN SUPPLIERS PRIVATE LIMITED	740	0.08946
3.	FLOWTOP DEALERS PRIVATE LIMITED	738	0.08946
4.	LOOKLINE VANIJYA PRIVATE LIMITED	740/3	0.08946

5.	JAGMATA VANIJYA PRIVATE LIMITED	740/4	0.09874
6.	KAMALDHAN SALES PRIVATE LIMITED	726	0.09874
7.	NITYADHARA TRADELINK PRIVATE LIMITED	717	0.09874
8.	SHIVKRIPA VANIJYA PRIVATE LIMITED	734	0.09874
9.	SWARANSATHI IMPEX PRIVATE LIMITED	727	0.09874
10.	SUBHVANI SALES PRIVATE LIMITED	719	0.09874
11.	MANGALSHIV MERCHANDISE PRIVATE LIMITED	722	0.09874
12.	GANESHVANI BARTER PRIVATE LIMITED	730	0.09874
13.	NISHDIN COMMERCE PRIVATE LIMITED	731	0.09874
14.	MAHAMANI EXPORTS PRIVATE LIMITED	740/5	0.09874
15.	ARROWLINE CONCLAVE PRIVATE LIMITED	938	2.713025
	TOTAL		4.058265

THE SECOND SCHEDULE ABOVE REFERRED TO:

(TENTATIVE COMMON AREAS AND INSTALLATIONS)

(Specific Common Areas for Sunrise Aura in Phase 1)

- Gymnasium
- Yoga Room
- Senior citizens sitting area
- Multi Activity Room
- Indoor Games Room
- Children's Play Room
- A.C. Multi Purpose Hall
- Landscaped Podium
- Multipurpose Court
- Roller Skating Ring
- Outdoor seating area
- Open Area for exercise
- Badminton Court
- Non-AC Community Hall for small gathering at Ground Floor of Residential Towers
- Jogging Track
- Outdoor Children's play area
- Play Ground at Podium Top
- Mini Amphitheatre at Podium Top
- Natural Pond
- Pet Zone
- Multi Level Car Parking
- Elevated Walking Trail
- Fire-fighting arrangements as per statutory norms
- CCTV covering driveways, Block entrance, Complex main entrance and exit gate
- Sewage treatment plant with provision to recycle water for flushing and gardening
- Rainwater harvesting
- Water availability through bore well as per guidelines stipulated by Local Ground water authority with iron removal facility.

(Specific Common Areas for Sunrise Aura in Future Phases)

- Mini Cricket Practice Net
- Festive Zone/Party Lawn
- Jogging Track

- Water availability through bore well as per guidelines stipulated by Local Ground water authority with iron removal facility.
- Natural Pond

General Common Areas for Sunrise Aura)

1. The staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of the Buildings.
2. The common basements, terraces, parks, play areas, open and covered driveway areas and common storage spaces.
3. The Project Site for the lodging of persons employed for the management of the Project Site and/or the Project including accommodation for watch and ward staffs or for the lodging of community service personnel.
4. Installations of central services such as electricity, water and sanitation, air-conditioning and incinerating, system for water conservation and treatment, and renewable energy.
5. The water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use.
6. Lift machine room, situate at a portion of the ultimate roof of the Buildings, as identified and designated by the Developer.
7. Electric transformer room with all equipment and facilities therein, situate at a portion of the ground floor of the Buildings, as identified and designated by the Developer.
8. Electric meter room situate at a portion of the ground floor of the Buildings, as identified and designated by the Developer.
9. Generator set, situate at a portion of the Project Site, as identified and designated by the Developer.
10. Tube well and underground and overhead water reservoirs.
11. Common plumbing installations.
14. Firefighting pumps and firefighting systems intended only for such of the areas and facilities as identified and designated by the Developer.
15. Plumbing, vertical stacks and shafts.

16. Feeder cable, transformers, LT switches, meters and individual electrical meters.
17. Drainage and sewage system.
18. Boundary wall and gate.
19. All other portions of the Project as necessary or convenient for its maintenance, safety, etc. and in common use, each as identified by the Vendor, but shall not include any area sanctioned and/or permitted for construction including under the Plan unless expressly authorized and/or agreed upon in writing by the Vendor.

RECREATIONAL FACILITIES & AMENITIES IN PHASE I

- Swimming pool with pool deck
- Kids pool
- AC Multipurpose Hall
- Indoor Games room
- AC Toddler Room
- AC Gym with equipment
- Outdoor Multipurpose Court
- AC Multiactivity room
- Senior Citizens room
- Outdoor Badminton Court
- Sunrise Lounge
- Mini Amphitheatre
- Play Ground at Podium Top
- Roller Skating Area
- Jogging Track/Path
- Adda Zone
- Emerald Lawn
- Meditation zone
- Serenity Trellis
- Pet zone
- Outdoor Children's Play Area
- Community hall Room at stilt level of select towers

RECREATIONAL FACILITIES & AMENITIES IN FUTURE PHASES

- Festive zone/Party Lawn
- Mini Cricket Practice Net
- Tropical Flower Garden

EQUIPMENTS FOR COMMON SERVICES

- Pumps for UGR and STP
- 3 Nos. DG sets
- Composter for garbage disposal
- Solar Panels at the Roof Top
- Swimming Pool Filtration Plant
- Sewerage Treatment Plant (STP)

THE THIRD SCHEDULE ABOVE REFERRED TO:

SPECIFICATIONS

Structure	RCC framed structure with pile foundation
Flooring	
Living / Dining	Vitrified tiles
Master Bed Room	Vitrified tiles
Other Rooms	Vitrified tiles
Kitchen	
Walls	Cement based Putty finish/ Gypsum over raw Concrete / AAC / HCB walls [Not 'Pata' finish] with no door.
Floor	Vitrified tiles
Counter	Granite counter top over MS support

Sink	Single Bowl Stainless Steel
Dado	Ceramic tiles up to 2 ft. height from counter top only
Bathrooms	
Dado	Ceramic tiles up to lintel height
Floor	Ceramic tiles
WC	Hindustan/Parryware/Similar branded EWC with porcelain cistern
Wash basin	Hindustan/Parryware/Similar branded porcelain wash basin
CP fitting	Jaguar or simial branded CP fittings with hot & cold mixing arrangement for shower only
Walls	
Internal	Cement based Putty finish over raw Concrete / AAC / HCB walls [Not 'Pata' finish]
External	RCC Wall
Windows	Glazed Aluminum window
Doors	
Main door	Polished flush door in front side and painted in back side
Other door	Painted flush door

Frames	Plywood with matching shutter finish.
Electrical	
Wiring	Concealed copper wiring
Switches	Modular Switches
Points	TV point in all rooms. Adequate electrical points for all bed rooms, Living/ Dining, kitchen & Toilets. Point for Washing Machine as per plan. Power point for AC in all Bedrooms & Living Room. Telephone Point in Living Room.
Lift and Staircase	
Lifts	2 passenger lifts in each tower
Staircase	Main & fire escape stair case epoxy painted flooring (Rough Finish)
Lift jamb	Stone / Granite tiles / Ceramic tiles
Lobby floor	Vitrified/ceramic tiles; False ceiling in Ground Floor only
External Painting	Textured Paint over raw concrete surface
	CCTV covering driveways, entrance of towers and main entrance and exit gate of the complex
Other Facilities	Generator backup for common areas and apartment with restricted load
	Water availability through Bore well as per guideline stipulated by Local Ground Water Authority with iron removal facility

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(DEPOSITS)

Deposits shall mean:

- (i) Maintenance Deposit for Rs 50/- per sqft on BUA (12) months Plus GST as per applicable rate;
- (ii) Sinking Fund Deposit @ Rs 50/- per sqft on BU Area

GST on the above if applicable, then at such rate as would be applicable.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(CHAIN OF TITLE)

1. **Re: R.S. and L.R. Dag No. 5,6,7 and 8–Subject Area –38 Satak or 0.38 Acre, Total Area in**

No. 33 Pages 14 to 56 Being No. 2536 for the year 1970, the said Birendra Nath Hari and Tarulata Hari were exclusively allotted, amongst other properties, the Dag 5 to 8 Property, absolutely and forever and the names of Birendra Nath Hari and Tarulata Hari were recorded as Raiyats in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of the Dag 5 to 8 Property in L.R. Khatian No. 104 and 207.

- 1.4 The said Birendra Nath Hari died intestate, leaving him surviving his wife namely Tarulata Hari, three sons namely Amiya Hari, Ashim Kumar Hari and Sukumar Hari and six daughters namely Latika Guha, Kalpana Bit, Asha Nandi, Mayarani Das, Mira Dutta and Arati Ash, as his only heirs heiresses and legal representatives who all upon his death inherited and became entitled to his entire part or share of and in the said Dag 5 to 8 Property absolutely and in equal shares.
- 1.5 By a Sale Deed dated 25th September 1989 and registered with Additional District Sub Registrar, Baruipur in Book No. I, Volume No. 77, Pages 274 to 282 Being No. 5701 for the year 1989, the said Tarulata Hari, Sukumar Hari, Amiya Kumar Hari, Ashim Hari, Latika Hari, Kalpana Bit, Asha Nandi, Maya Rani Das, Mira Dutta and Arati Ash for the consideration therein mentioned, sold conveyed

consideration therein mentioned sold conveyed and transferred unto and to one Babai Das All That the Second Lot Property, absolutely and forever.

- 1.8 The said Skipper International Private Limited had defaulted in repayment of loan Oriental Bank of Commerce and in proceedings under the provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 against the said Skipper International Private Limited, Antray Developers Private Limited (since been converted to 'Antray Developers LLP') was declared the highest bidder in an auction sale and by a sale certificate dated 6th July 2015 and by an Instrument of Sale dated 22nd July 2016 and registered with Additional Registrar of Assurances-I, Kolkata in Book I, Volume No. 1901-2016 Pages 193957 to 193984 Being No. 190

respectively and for L.R. Dag No. 51 under L.R. Khatian Nos. 190/1, 190/2, 190/3, 190/4, 190/5 and 190/6.

- 2.3 The said Tuko Bibi died intestate leaving her surviving her two daughters namely Sukhjan Bibi (also known as Supriya Piyada) and Rupjan Bibi (also known as Rupjan Beoya Mondal) and the aforesaid brothers namely Wahed Molla, Jabeed Ali Molla, Tamir Ali Molla and Monor Ali Molla and one sister namely Rashmoni Bibi as her only heirs and legal representatives who all upon her death inherited and became entitled to her entire part or share of and in the Larger Property, absolutely

out the Larger Property and their other properties which, inter alia, included 14.416 Sataks or 0.14416 acre out of the Larger Property which inter alia, included 7.35 Sataks or 0.0735 acre more or less of the said Rashmoni Bibi and the remaining 7.066 Sataks or 0.07066 acre more or less of the said Sukjan Bibi and Rupjan Bibi in favour of the said Monoruddin Molla.

2.6.2 Sale Deed registered in Book No. I Volume No. 19 Pages 272 to 276 Being No. 1462 for the year 1982 in respect of **All That** portion admeasuring 20.25 Sataks out of the Larger Property and their other properties which inter alia, included 14.416 Sataks or 0.14416 acre out

(collectively referred to as **"Monor's Estate"**) and (iv) the said Wahed Ali Molla became the owner of (a) $1/5^{\text{th}}$ part or share as heir of the said Badsha Molla, (b) $1/135^{\text{th}}$ part or share as heir of the said Tuko Bibi and (c) 0.14416 Acre more or less purchased by him by the Sale Deed dated 10th March 1982 (collectively referred to as **"Wahed's Estate"**).

- 2.8 The said Atarjan Bibi died intestate leaving him surviving his husband Joynal Molla (also known as Jaynal Molla), three sons namely Ismail Molla, Faroz Ali Molla and Entaj Ali Molla and two daughters

became entitled to his entire part or share of and in the Larger Property with his wife inheriting undivided $1/8^{\text{th}}$ part or share, each of the four sons inheriting undivided $7/40^{\text{th}}$ part or share and each of the two daughters inheriting undivided $7/80^{\text{th}}$ part or share in the Monor's Estate.

undivided $7/40^{\text{th}}$ part or share and each of the six daughters inheriting undivided $7/80^{\text{th}}$ part or share in the estate of Akbar Ali Molla absolutely.

Assurances-I, Kolkata in Book I Volume No. 1901-2015 Pages 69587 to 69606 Being No. 190106308 for the year 2015, the said Entaj Ali and Joynur Khatun for the consideration therein mentioned sold conveyed and transferred unto and to Arrowline Conclave Private Limited **All That**

Minara Khatun, Altapuddin Laskar, Halima Laskar, Hafija Bibi, Mafiza Laskar, Sajida Laskar, Sajahan Ali Laskar, Ishaque Mondal, Ajar Mondal, Ajibar Mondal, Chhakila Halder, Hiranman Laskar, Kasem Mudi, Rafik M

