

2. SECOND OWNERS:

- 2.1. **EXULT DEVCON PRIVATE LIMITED**, (having CIN U70102WB2010PTC152372, PAN AACCE4755F) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Ravi Kumar Daruka son of Mr. Shiv Kumar Daruka of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN AYGPD5744C and Aadhar 2711 8616 3525,
- 2.2. **EXULT REALCON PRIVATE LIMITED**, (having CIN U70102WB2010PTC152373, PAN AACCE4761D) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Sadhoram Mishra son of Mr. Jag Prasad Mishra of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ALRPM5291K and Aadhar 7790 1184 1295,
- 2.3. **EMPEROR RESIDENCY PRIVATE LIMITED**, (having CIN U70102WB2013PTC190506, PAN AADCE2927J) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Ravi Kumar Daruka son of Mr. Shiv Kumar Daruka of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN AYGPD5744C and Aadhar 2711 8616 3525,
- 2.4. **EMPEROR NIKETAN PRIVATE LIMITED**, (having CIN U70102WB2013PTC190574, PAN AADCE2925L) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Jugal Kishore Dixit son of Shri Gouri Sankar Dixit of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ADSPD4852C and Aadhar 9900 7747 6064,
- 2.5. **EMPEROR INFRAREALTORS PRIVATE LIMITED**, (having CIN U70102WB2013PTC190567, PAN AADCE2918B) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Jugal Kishore Dixit son of Shri Gouri Sankar Dixit of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ADSPD4852C and Aadhar 9900 7747 6064,
- 2.6. **IDEAL DEVCON PRIVATE LIMITED**, (having CIN U45400WB2008PTC124001, PAN AABCI9261K) a Company within the meaning

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of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Sudip Kumar Auddy son of Late Prem Chand Auddy of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ACWPA3255D and Aadhar 9342 2270 7455,

- 2.7. **IDEAL INFRABUILD PRIVATE LIMITED**, (having CIN U45400WB2008PTC124005, PAN AABC19004J) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Sudip Kumar Auddy son of Late Prem Chand Auddy of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ACWPA3255D and Aadhar 9342 2270 7455,
- 2.8. **EMPEROR REALCON PRIVATE LIMITED**, (having CIN U70102WB2013PTC190504, PAN AADCE2914P) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Gaurav Kanoria son of Mr. Bijendra Kanoria of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ARWPK8071C and Aadhar 6076 5287 0088,
- 2.9. **IDEAL REALCON PRIVATE LIMITED**, (having CIN U45400WB2008PTC124009, PAN AABC19005K) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Nakul Himatsingka son of Mr. Srawan Kumar Himatsingka of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN AAPP7846G and Aadhar 7775 5405 9012,
- 2.10. **IDEAL INFRALOGISTICS PRIVATE LIMITED**, (having CIN U63090WB2008PTC124241, PAN AABC19003R) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Sudip Kumar Auddy son of Late Prem Chand Auddy of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ACWPA3255D and Aadhar 9342 2270 7455,
- 2.11. **EMPEROR PROMOTERS PRIVATE LIMITED**, (having CIN U70102WB2013PTC190507, PAN AADCE2919A) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Gaurav Kanoria son of Mr. Bijendra Kanori of 50, Jawahar Lal Nehru Road, Police Station Little Russel

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Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ARWPK8071C and Aadhar 6076 5287 0088,

- 2.12. **IDEAL RICE PROJECTS PRIVATE LIMITED**, (having CIN U15312WB2007PTC120883, PAN AABCI7860E) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Arun Kedia son of Mr. Pannalal Kedia of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN AMAPK7667B and Aadhar 3903 1785 4311,
- 2.13. **GREENVIEW NIWAS PRIVATE LIMITED**, (having CIN U70102WB2013PTC198001, PAN AAFCG3875R) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Govind Kanoria son of Mr. Rajendra Kanoria of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN AGCPK8938R and Aadhar 7248 1117 0746,
- 2.14. **IDEAL ABASAN PRIVATE LIMITED**, (having CIN U45400WB2008PTC130470, PAN AABCI9853M) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Sudip Kumar Auddy son of Late Prem Chand Auddy of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ACWPA3255D and Aadhar 9342 2270 7455,
- 2.15. **IDEAL GRACE INFRACON PRIVATE LIMITED**, (having CIN U45400WB2008PTC131242, PAN AACCI0241E) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Sudip Kumar Auddy son of Late Prem Chand Auddy of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ACWPA3255D and Aadhar 9342 2270 7455,
- 2.16. **EXULT PLAZA PRIVATE LIMITED**, (having CIN U70100WB2007PTC120904, PAN AABCE8801B) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Sadhoram Mishra son of Mr. Jag Prasad Mishra of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ALRPM5291K and Aadhar 7790 1184 1295,

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- 2.17. **EMPEROR TOWERS PRIVATE LIMITED**, (having CIN U70102WB2013PTC190575, PAN AADCE2931N) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Ravi Kumar Daruka son of Mr. Shiv Kumar Daruka of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN AYGPD5744C and Aadhar 2711 8616 3525,
- 2.18. **GREENVIEW SHELTERS PRIVATE LIMITED**, (having CIN U70102WB2013PTC198002, PAN AAFCG3878C) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Manoj Kumar Srivastava son of Late Shambhu Prasad Srivastava of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN CIHPS4101B and Aadhar 4800 2557 1383,
- 2.19. **IDEAL AWAS PRIVATE LIMITED**, (having CIN U45400WB2008PTC130457, PAN AABC19854N) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Sudip Kumar Auddy son of Late Prem Chand Auddy of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ACWPA3255D and Aadhar 9342 2270 7455,
- 2.20. **GREENVIEW AWAS PRIVATE LIMITED**, (having CIN U70102WB2013PTC198174, PAN AAFCG4033M) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Pawan Kumar Chomal son of Mr. Gouri Shankar Chomal of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ACOPC0013D and Aadhar 7078 6196 0886,
- 2.21. **IDEAL GARDENS SERVICES PRIVATE LIMITED**, (having CIN U70101WB2006PTC110509, PAN AABC15420N) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Govind Kanoria son of Mr. Rajendra Kanoria of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN AGCPK8938R and Aadhar 7248 1117 0746,
- 2.22. **EMPEROR NIWAS PRIVATE LIMITED**, (having CIN U70102WB2013PTC190505, PAN AADCE2929G) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare

Sarani, Kolkata - 700071 represented by its Director Jugal Kishore Dixit son of Shri Gouri Sankar Dixit of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ADSPD4852C and Aadhar 9900 7747 6064,

- 2.23. (SMT.) **DIVYA HIMATSINGKA**, (PAN AEAPG9715N and Aadhaar No. 8479 8895 7567) wife of Sri Nakul Himatsingka, an Indian Citizen, by faith Hindu, by occupation Business, residing at 20, Mandeville Gardens, Post Office Ballygunge, Police Station Gariahat, Kolkata- 700019

hereinafter referred to as “the **SECOND OWNERS**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include insofar as the individuals amongst the Second Owners are concerned their respective heirs executors administrators and legal representatives and/or assigns and insofar as the entities amongst the Second Owners are concerned their respective successors or successors-in-office or successors-in-interest and/or assigns) of the **SECOND PART; AND**

3. **FIRST FACILITATOR:**

- 3.1. **IDEAL REAL ESTATES PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 (having CIN U70101WB1988PTC045347, PAN AAACD9025H) having its registered office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Nakul Himatsingka son of Mr. Srawan Kumar Himatsingka of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN AAPPH7846G and Aadhar 7775 5405 9012 hereinafter referred to as “the **FIRST FACILITATOR**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-office or successors-in-interest and/or assigns) of the **THIRD PART; AND**

4. **SECOND FACILITATORS:**

- 4.1. **EMPEROR RESIDENCY PRIVATE LIMITED**, (having CIN U70102WB2013PTC190506, PAN AADCE2927J) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Ravi Kumar Daruka son of Mr. Shiv Kumar Daruka of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN AYGPD5744C and Aadhar 2711 8616 3525;
- 4.2. **GREENVIEW INFRAABASAN PRIVATE LIMITED**, (having CIN U70102WB2013PTC198239, PAN AAFCG4031K) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Manoj Kumar Srivastava son of Late Shambhu Prasad Srivastava of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN CIHPS4101B and Aadhar 4800 2557 1383;

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- 4.3. **GREENVIEW INFRANIKETAN PRIVATE LIMITED**, (having CIN U70102WB2013PTC198178, PAN AAFCG4046A) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Manoj Kumar Srivastava son of Late Shambhu Prasad Srivastava of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN CIHPS4101B and Aadhar 4800 2557 1383,
- 4.4. **EMPEROR HIRISE PRIVATE LIMITED**, (having CIN U70102WB2013PTC190573, PAN AADCE2924M) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Jugal Kishore Dixit son of Shri Gouri Sankar Dixit of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ADSPD4852C and Aadhar 9900 7747 6064,
- 4.5. **GREENVIEW ENCLAVE PRIVATE LIMITED**, (having CIN U70102WB2013PTC193535, PAN AAFCG2860G) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Manoj Kumar Srivastava son of Late Shambhu Prasad Srivastava of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN CIHPS4101B and Aadhar 4800 2557 1383,
- 4.6. **GREENVIEW INFRANIRMAN PRIVATE LIMITED**, (having CIN U70102WB2013PTC198179, PAN AAFCG4037R) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Jugal Kishore Dixit son of Shri Gouri Sankar Dixit of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ADSPD4852C and Aadhar 9900 7747 6064,
- 4.7. **EXULT APARTMENTS PRIVATE LIMITED**, (having CIN U45400WB2007PTC120891, PAN AABCE8719Q) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Ravi Kumar Daruka son of Mr. Shiv Kumar Daruka of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN AYGPD5744C and Aadhar 2711 8616 3525,
- 4.8. **EXULT INFRA^{UR}STRUCTURE PRIVATE LIMITED**, (having CIN U45400WB2007PTC120893, PAN AABCE8797L) a Company within the meaning of the Companies Act, 2013 having its Registered Office 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Ravi Kumar Daruka son of Mr. Shiv Kumar Daruka of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN AYGPD5744C and Aadhar 2711 8616 3525,

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- 4.9. **EXULT SHELTER PRIVATE LIMITED,** (having CIN U70100WB2007PTC120903, PAN AABCE8799E) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Sadhoram Mishra son of Mr. Jag Prasad Mishra of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ALRPM5291K and Aadhar 7790 1184 1295,
- 4.10. **EXULT REAL ESTATES & DEVELOPERS PRIVATE LIMITED,** (having CIN U45400WB2007PTC120892, PAN AABCE8717A) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Sadhoram Mishra son of Mr. Jag Prasad Mishra of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ALRPM5291K and Aadhar 7790 1184 1295,
- 4.11. **EXULT CONSTRUCTIONS PRIVATE LIMITED,** (having CIN U70100WB2007PTC120905, PAN AABCE8802C) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Ravi Kumar Daruka son of Mr. Shiv Kumar Daruka of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN AYGPD5744C and Aadhar 2711 8616 3525,
- 4.12. **EXULT RESIDENCYPRIVATE LIMITED,** (having CIN U70100WB2007PTC120902, PAN AABCE8800A) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Sadhoram Mishra son of Mr. Jag Prasad Mishra of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ALRPM5291K and Aadhar 7790 1184 1295,
- 4.13. **GREENVIEW AWAS PRIVATE LIMITED,** (having CIN U70102WB2013PTC198174, PAN AAFCG4033M) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Pawan Kumar Chomal son of Mr. Gouri Shankar Chomal of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ACOPC0013D and Aadhar 7078 6196 0886,
- 4.14. **EXULT REAL ESTATES CONSULTANTS PRIVATE LIMITED,** (having CIN U70100WB2008PTC121410, PAN AABCE9022G) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Sadhoram Mishra son of Mr. Jag Prasad Mishra of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ALRPM5291K and Aadhar 7790 1184 1295,

- 4.15. **EXULT REAL ESTATES AGENTS PRIVATE LIMITED**, (having CIN U70100WB2008PTC121411, PAN AABCE9021F) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Sadhoram Mishra son of Mr. Jag Prasad Mishra of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ALRPM5291K and Aadhar 7790 1184 1295,
- 4.16. **EXULT TRANSPORT PRIVATE LIMITED**, (having CIN U60200WB2007PTC120916, PAN AABCE8798F) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Sadhoram Mishra son of Mr. Jag Prasad Mishra of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ALRPM5291K and Aadhar 7790 1184 1295,
- 4.17. **EXULT BUILDERS PRIVATE LIMITED**, (having CIN U45400WB2007PTC120890, PAN AABCE8718R) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Ravi Kumar Daruka son of Mr. Shiv Kumar Daruka of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN AYGPD5744C and Aadhar 2711 8616 3525,
- 4.18. **GREENVIEW GARDEN PRIVATE LIMITED**, (having CIN U70102WB2013PTC197999, PAN AAFCG3868E) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Manoj Kumar Srivastava son of Late Shambhu Prasad Srivastava of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN CIHPS4101B and Aadhar 4800 2557 1383,
- 4.19. **GREENVIEW KUTIR PRIVATE LIMITED**, (having CIN U70102WB2013PTC198015, PAN AAFCG3872J) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Pawan Kumar Chomal son of Mr. Gouri Shankar Chomal of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ACOPC0013D and Aadhar 7078 6196 0886,
- 4.20. **GREENVIEW MANSIONS PRIVATE LIMITED**, (having CIN U70102WB2013PTC198000, PAN AAFCG3870L) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Dipankar Bose son of Mr. Sankar Bose of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN AMDPB1662Q and Aadhar 2656 6612 3031,

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- 4.21. **GREENVIEW HOSPITALITY PRIVATE LIMITED**, (having CIN U70102WB2013PTC198188, PAN AAFCG4034N) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Pawan Kumar Chomal son of Mr. Gouri Shankar Chomal of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ACOPC0013D and Aadhar 7078 6196 0886,
- 4.22. **GREENVIEW INFRAHOMES PRIVATE LIMITED**, (having CIN U70102WB2013PTC197998, PAN AAFCG3874Q) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Dipankar Bose son of Mr. Sankar Bose of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN AMDPB1662O and Aadhar 2656 6612 3031,
- 4.23. **GREENVIEW PROCON PRIVATE LIMITED**, (having CIN U70102WB2013PTC198184, PAN AAFCG4041H) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Pawan Kumar Chomal son of Mr. Gouri Shankar Chomal of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ACOPC0013D and Aadhar 7078 6196 0886,
- 4.24. **GREENVIEW INFRABUILD PRIVATE LIMITED**, (having CIN U70102WB2013PTC198206, PAN AAFCG4039B) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Pawan Kumar Chomal son of Mr. Gouri Shankar Chomal of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ACOPC0013D and Aadhar 7078 6196 0886,
- 4.25. **GREENVIEW INFRAAWAS PRIVATE LIMITED**, (having CIN U70102WB2013PTC198177, PAN AAFCG4038A) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Arun Kedia son of Mr. Pannalal Kedia of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN AMAPK7667B and Aadhar 3903 1785 4311,
- 4.26. **GREENVIEW NIWAS PRIVATE LIMITED**, (having CIN U70102WB2013PTC198001, PAN AAFCG3875R) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Govind Kanoria son of Mr. Rajendra Kanoria of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN AGCPK8938R and Aadhar 7248 1117 0746,

- 4.27. **EXULT ENCLAVE PRIVATE LIMITED,** (having CIN U45400WB2008PTC124023, PAN AABCE9879K) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Ravi Kumar Daruka son of Mr. Shiv Kumar Daruka of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN AYGPD5744C and Aadhar 2711 8616 3525,
- 4.28. **GREENVIEW INFRAHOUSING PRIVATE LIMITED,** (having CIN U70102WB2013PTC198030, PAN AAFCG3876N) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Manoj Kumar Srivastava son of Late Shambhu Prasad Srivastava of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN CIHPS4101B and Aadhar 4800 2557 1383,
- 4.29. **GREENVIEW INFRAREALTORS PRIVATE LIMITED,** (having CIN U70102WB2013PTC198031, PAN AAFCG3871M) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Dipankar Bose son of Mr. Sankar Bose of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN AMDPB1662O and Aadhar 2656 6612 3031,
- 4.30. **EXULT BUILDCON PRIVATE LIMITED,** (having CIN U45400WB2008PTC124007, PAN AABCE9881D) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Ravi Kumar Daruka son of Mr. Shiv Kumar Daruka of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN AYGPD5744C and Aadhar 2711 8616 3525,
- 4.31. **EXULT HOMES PRIVATE LIMITED,** (having CIN U45400WB2008PTC124010, PAN AABCE9875F) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Ravi Kumar Daruka son of Mr. Shiv Kumar Daruka of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN AYGPD5744C and Aadhar 2711 8616 3525,
- 4.32. **GREENVIEW INFRAESTATES PRIVATE LIMITED,** (having CIN U70102WB2013PTC197997, PAN AAFCG3873K) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Manoj Kumar Srivastava son of Late Shambhu Prasad Srivastava of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN CIHPS4101B and Aadhar 4800 2557 1383,

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- 4.33. **IDEAL REALCON PRIVATE LIMITED,** (having CIN U45400WB2008PTC124009, PAN AABCI9005K) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Nakul Himatsingka son of Mr. Srawan Kumar Himatsingka of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN AAPP7846G and Aadhar 7775 5405 9012,
- 4.34. **IDEAL CARRIERS & LOGISTICS PRIVATE LIMITED,** (having CIN U63090WB2008PTC124261, PAN AABCI9001P) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Sudip Kumar Auddy son of Late Prem Chand Auddy of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ACWPA3255D and Aadhar 9342 2270 7455,
- 4.35. **IDEAL INFRALOGISTICS PRIVATE LIMITED,** (having CIN U63090WB2008PTC124241, PAN AABCI9003R) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Sudip Kumar Auddy son of Late Prem Chand Auddy of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ACWPA3255D and Aadhar 9342 2270 7455,
- 4.36. **GREENVIEW SHELTERS PRIVATE LIMITED,** (having CIN U70102WB2013PTC198002, PAN AAF3878C) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Manoj Kumar Srivastava son of Late Shambhu Prasad Srivastava of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN CIHPS4101B and Aadhar 4800 2557 1383,
- 4.37. **EXULT HEIGHTS PRIVATE LIMITED,** (having CIN U45400WB2008PTC124079, PAN AABCE9876G) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Ravi Kumar Daruka son of Mr. Shiv Kumar Daruka of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN AYGPD5744C and Aadhar 2711 8616 3525,
- 4.38. **EXULT NIRMAN PRIVATE LIMITED,** (having CIN U45400WB2008PTC124081, PAN AABCE9878J) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Ravi Kumar Daruka son of Mr. Shiv Kumar Daruka of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN AYGPD5744C and Aadhar 2711 8616 3525,

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- 4.39. **IDEAL DEVCON PRIVATE LIMITED,** (having CIN U45400WB2008PTC124001, PAN AABCI9261K) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Sudip Kumar Auddy son of Late Prem Chand Auddy of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ACWPA3255D and Aadhar 9342 2270 7455,
- 4.40. **GREENVIEW COMPLEX PRIVATE LIMITED,** (having CIN U70102WB2013PTC198004, PAN AAFCG3869F) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Manoj Kumar Srivastava son of Late Shambhu Prasad Srivastava of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN CIHPS4101B and Aadhar 4800 2557 1383,
- 4.41. **GREENVIEW DEVCON PRIVATE LIMITED,** (having CIN U70102WB2013PTC198176, PAN AAFCG4047B) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Gaurav Kanoria son of Mr. Bijendra Kanori of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ARWPK8071C and Aadhar 6076 5287 0088,
- 4.42. **GREENVIEW COLONIZERS PRIVATE LIMITED,** (having CIN U70102WB2013PTC198175, PAN AAFCG4045D) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Pawan Kumar Chomal son of Mr. Gouri Shankar Chomal of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ACOPC0013D and Aadhar 7078 6196 0886,
- 4.43. **IDEAL INFRABUILD PRIVATE LIMITED,** (having CIN U45400WB2008PTC124005, PAN AABCI9004J) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Sudip Kumar Auddy son of Late Prem Chand Auddy of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ACWPA3255D and Aadhar 9342 2270 7455,
- 4.44. **ODIN HOUSING PROJECTS PRIVATE LIMITED,** (having CIN U70109WB1994PTC061580, PAN AAACO2901R) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Sadhoram Mishra son of Mr. Jag Prasad Mishra of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ALRPM5291K and Aadhar 7790 1184 1295,

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- 4.45. **EXULT ESTATES PRIVATE LIMITED,** (having CIN U45400WB2008PTC124004, PAN AABCE9880C) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Ravi Kumar Daruka son of Mr. Shiv Kumar Daruka of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN AYGPD5744C and Aadhar 2711 8616 3525,
- 4.46. **IDEAL AWAS PRIVATE LIMITED,** (having CIN U45400WB2008PTC130457, PAN AABCI9854N) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Sudip Kumar Auddy son of Late Prem Chand Auddy of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ACWPA3255D and Aadhar 9342 2270 7455,
- 4.47. **GREENVIEW PLAZA PRIVATE LIMITED,** (having CIN U70102WB2013PTC198183, PAN AAFCG4042E) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Manoj Kumar Srivastava son of Late Shambhu Prasad Srivastava of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN CIHPS4101B and Aadhar 4800 2557 1383,
- 4.48. **EMPEROR PROMOTERS PRIVATE LIMITED,** (having CIN U70102WB2013PTC190507, PAN AADCE2919A) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Gaurav Kanoria son of Mr. Bijendra Kanori of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ARWPK8071C and Aadhar 6076 5287 0088,
- 4.49. **GREENVIEW ABASAN PRIVATE LIMITED,** (having CIN U70102WB2013PTC198191, PAN AAFCG4036Q) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Manoj Kumar Srivastava son of Late Shambhu Prasad Srivastava of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN CIHPS4101B and Aadhar 4800 2557 1383,
- 4.50. **IDEAL NICE PLAZA PRIVATE LIMITED,** (having CIN U45400WB2008PTC130467, PAN AABCI9874J) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Sudip Kumar Auddy son of Late Prem Chand Auddy of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ACWPA3255D and Aadhar 9342 2270 7455,

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- 4.57. **GREENVIEW HEIGHTS PRIVATE LIMITED,** (having CIN U70102WB2013PTC197995, PAN AAFCG3877P) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Manoj Kumar Srivastava son of Late Shambhu Prasad Srivastava of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN CIHPS4101B and Aadhar 4800 2557 1383,
- 4.58. **GREENVIEW INFRALOGISTICS PRIVATE LIMITED,** (having CIN U70102WB2013PTC198187, PAN AAFCG4040G) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Sadhoram Mishra son of Mr. Jag Prasad Mishra of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ALRPM5291K and Aadhar 7790 1184 1295,
- 4.59. **ANJANI PROPERTIES PRIVATE LIMITED,** (having CIN U70101WB1989PTC045890, PAN AAECA3975F) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Sadhoram Mishra son of Mr. Jag Prasad Mishra of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ALRPM5291K and Aadhar 7790 1184 1295,
- 4.60. **EMPEROR APPARTMENTS PRIVATE LIMITED,** (having CIN U70102WB2013PTC190560, PAN AADCE2928H) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Jugal Kishore Dixit son of Shri Gouri Sankar Dixit of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ADSPD4852C and Aadhar 9900 7747 6064,
- 4.61. **EMPEROR AWAS PRIVATE LIMITED,** (having CIN U70102WB2013PTC190412, PAN AADCE2920R) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Jugal Kishore Dixit son of Shri Gouri Sankar Dixit of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ADSPD4852C and Aadhar 9900 7747 6064,
- 4.62. **EMPEROR COMPLEX PRIVATE LIMITED,** (having CIN U70102WB2013PTC190561, PAN AADCE2916R) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Jugal Kishore Dixit son of Shri Gouri Sankar Dixit of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ADSPD4852C and Aadhar 9900 7747 6064,

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- 4.63. **EMPEROR CONCLAVE PRIVATE LIMITED,** (having CIN U70102WB2013PTC190339, PAN AADCE2915N) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Jugal Kishore Dixit son of Shri Gouri Sankar Dixit of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ADSPD4852C and Aadhar 9900 7747 6064,
- 4.64. **EMPEROR HOMES PRIVATE LIMITED,** (having CIN U70102WB2013PTC190417, PAN AADCE3282E) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Jugal Kishore Dixit son of Shri Gouri Sankar Dixit of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ADSPD4852C and Aadhar 9900 7747 6064,
- 4.65. **GREENVIEW NIRMAN PRIVATE LIMITED,** (having CIN U70200WB2013PTC193648, PAN AAFCG2778P) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Manoj Kumar Srivastava son of Late Shambhu Prasad Srivastava of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN CIHPS4101B and Aadhar 4800 2557 1383,
- 4.66. **EMPEROR ABASAN PRIVATE LIMITED,** (having CIN U70102WB2013PTC190899, PAN AADCE3280G) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Jugal Kishore Dixit son of Shri Gouri Sankar Dixit of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ADSPD4852C and Aadhar 9900 7747 6064,
- 4.67. **IDEAL RESIDENCY MANAGEMENT & SERVICES PRIVATE LIMITED,** (having CIN U45205WB2006PTC112039, PAN AABCI6086Q) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. ^{Gaurav} Kanoria son of Mr. ^{Rajendra} Kanoria of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ~~ARWPK8071C~~ ^{ARWPK8071C} and Aadhar ~~6076 5287 0088~~ ^{7248 1117 0746}
 ~~ACCPK 8938R~~
- 4.68. **EMPEROR INFRAPROJECTS PRIVATE LIMITED,** (having CIN U70102WB2013PTC190443, PAN AADCE2921Q) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Jugal Kishore Dixit son of Shri Gouri Sankar Dixit of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ADSPD4852C and Aadhar 9900 7747 6064,

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- 4.69. **EMPEROR MANSSION PRIVATE LIMITED,** (having CIN U70102WB2013PTC190570, PAN AADCE2926K) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Jugal Kishore Dixit son of Shri Gouri Sankar Dixit of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ADSPD4852C and Aadhar 9900 7747 6064,
- 4.70. **EMPEROR TOWERS PRIVATE LIMITED,** (having CIN U70102WB2013PTC190575, PAN AADCE2931N) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Ravi Kumar Daruka son of Mr. Shiv Kumar Daruka of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN AYGPD5744C and Aadhar 2711 8616 3525,
- 4.71. **EXULT PLAZA PRIVATE LIMITED,** (having CIN U70100WB2007PTC120904, PAN AABCE8801B) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Sadhoram Mishra son of Mr. Jag Prasad Mishra of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ALRPM5291K and Aadhar 7790 1184 1295,
- 4.72. **EXULT PROPERTIES PRIVATE LIMITED,** (having CIN U45208WB2008PTC123915, PAN AACCE2077N) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Sadhoram Mishra son of Mr. Jag Prasad Mishra of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN ALRPM5291K and Aadhar 7790 1184 1295,
- 4.73. **EXULT RETREAT PRIVATE LIMITED,** (having CIN U45400WB2013PTC189859, PAN AADCE2763N) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Manoj Kumar Srivastava son of Late Shambhu Prasad Srivastava of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN CIHPS4101B and Aadhar 4800 2557 1383,
- 4.74. **EXULT ROADHOUSE PRIVATE LIMITED,** (having CIN U45400WB2013PTC189886, PAN AADCE2812J) a Company within the meaning of the Companies Act, 2013 having its Registered Office at 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 represented by its Director Mr. Manoj Kumar Srivastava son of Late Shambhu Prasad Srivastava of 50, Jawahar Lal Nehru Road, Police Station Little Russel Street, Post Office Shakespeare Sarani, Kolkata - 700071 having PAN CIHPS4101B and Aadhar 4800 2557 1383,

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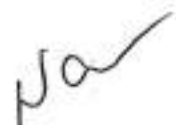
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on title that may be raised by the Developer or its Advocates. The Owners agree to publication of notice in newspapers to ascertain claims or objections, if any, at the cost and expense of the Developer.

- 4.2.2 **FREE OF ENCUMBRANCES:** The Subject Property and each part thereof is and shall be free of and from of Encumbrances and in case any Encumbrance arises or is detected in respect of the Subject Property or any part thereof at any time or in case any defect or deficiency in the title of the Subject Property arises or is detected at any time or there is any claim of possession or occupation or other adverse claims of any nature whatsoever or howsoever by any person in respect of the Subject Property or any part thereof at any time, the same shall be promptly rectified and cured by the Owners.
- 4.2.3 **RELEASE BY INDIB:** The Owners shall simultaneously with the execution hereof cause to be released/redeemed the security of the Subject Property and obtain unencumbered custody of all the original documents of title in respect of the Subject Property directly in favour of the Developer within a reasonable period of time as specified in the bank NOC.
- 4.2.4 **POSSESSION:** Before delivering possession to the Developer, the Owners have represented vacant and peaceful possession khas possession of the Owners in respect thereof. In case of there being any claim of possession by any person in respect of any portion of the Subject Property, the same shall be dealt with and cleared by the Owners by ensuring that there is no impediment or interference in the development and other works of the Developer hereunder in any manner.
- 4.2.5 **MUTATION:** The Owners shall jointly with the Facilitators cause mutation of the Subject Property in the records of the Bidhannagar Municipal Corporation as a common municipal holding with the IAVC Land. The Owners shall cause to be mutated, wherever not so done, mutation of their respective names in respect of their respective lands in the records of the B.L. & L.R.O., and continue to maintain proper mutation of their name in respect of the Subject Property in the records of the B.L&L.R.O and any other Appropriate Authority.
- 4.2.6 **DIRECT ACCESS:** The Subject Property has and shall continue to have direct access from the multiple sources being primarily full free and unfettered right of ingress, egress and passage from and to Mahishbathan Road of men materials vehicles or utilities along under or over the passages and driveways comprised in the Specified IAVC Common Areas and Facilities and also from the abutting more than 8 metre wide public road on its north side and the Owners and the Facilitators shall cause and ensure the same.
- 4.2.7 **CONVERSION:** That out of the land comprised in the Subject Property, 0.896 acre are converted for the purpose of 'Pukur' and 'Doba' are recorded as water body. This water body has been created by the Owners by way of compensatory water body in lieu of conversion of similar area of previous water body into bastu/bahutal abasan and the same has been completed without any pending work and there are no claims or objections pertaining thereto from any person or the Appropriate Authorities. In case any work or formality is found to be pending

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or any unfulfilled or improperly fulfilled work or formality is found, the Owners and the Facilitators (to the extent required) shall promptly and properly comply with the same.

- 4.2.8 **CLEARANCES:** In addition to the permissions and clearances already obtained by the Owners, the Owners shall, apply for and obtain any permissions and clearances in respect of the land comprised in the Subject Property as may be required.
- 4.2.9 **OUTSTANDING TAXES:** The Owners shall pay and clear upto date government dues, municipal tax, Khajana, if any outstanding in respect of the Subject Property up to the date of execution of this Agreement.
- 4.2.10 **BOUNDARY WALLS:** The Owners have represented that the boundary walls protecting the Subject Property (substantially permanent and partly temporary in nature) are owned by and belong to the Owners. Any contrary claim shall be dealt with and cleared by the Owners by ensuring that there is no impediment or interference in the development and other works of the Developer hereunder in any manner.
- 4.2.11 **DEFECTS & ERRORS:** In case of any errors, defects, discrepancies, omissions, inconsistencies and/or mis-description in any document of title, mutation, conversion, clearances or in any other recording is detected in the records of the said Bidhannagar Municipal Corporation, B.L.&L.R.O or any other Appropriate Authorities including as regards the area of land and/or the nature of recorded use for the purpose of development envisaged herein or otherwise, the Owners shall at their own cost solve the same.
- 4.2.12 **LOCAL DISPUTES:** In case of any local disputes and disturbances in connection with the ownership, title and possession of the Subject Property, the Owners shall deal with and remove the same.
- 4.3. **JOINING OF PERSON:** The Owners shall at their own costs and expenses cause to be joined any person or persons, party or parties to any further document of instrument for morefully confirming and assuring the title in favour of the Owners and other connected purposes as may be required by the Developer in case of any claim or challenge being made in this behalf.
- 4.4. **SPECIFIC CONSENTS:** The Second Owners and the Facilitators shall provide the written specific consents of at least two-third of the allottees/transferees of the IAVC Complex of flats in the IAVC Complex.
- 4.5. **TIME AND COSTS AND EXPENSES FOR OBLIGATIONS OF OWNERS:** Unless otherwise expressly mentioned, the time for compliance of the several obligations of the Owners as mentioned in clause 4.2 and its sub-clauses (other than 4.2.5 hereto) above shall be within **60 (sixty) days** from the date of execution hereof or as mutually agreed in writing to be extended or if the situation for the same arises later, then within 60 (sixty) days of the situation arising and in respect of clause 4.2.5 the same shall be done within a reasonable time. All costs, charges, and expenses on any account whatsoever in respect of

the several obligations of the Owners contained herein shall be borne and paid by the Owners.

5. TITLE DEEDS:

- 5.1. Title Deeds shall include the records of rights, succession certificates, heirship certificates, documents, instruments, etc., in respect of or evidencing ownership of the Owners and those forming part of the chain of title.
- 5.2. The Owners shall cause the direct delivery all original documents of title relating to the Subject Property lying with INDIB to the Developer and shall simultaneously with the execution hereof deliver to the Developer all documents lying with them including original mutation and conversion certificates, true copies of airport authority clearance, fire clearance, Survey of India clearance, receipts, demands, certified true copies of Building Plans already sanctioned and related documents. The First Facilitator holds the originals of the clearances of which true copies are agreed to be delivered to the Developer and the First Facilitator shall deliver the same to the Developer within 30 days of sanction of Building Plans.
- 5.3. The Developer shall be entitled from time to time and at all times to produce, deliver, deposit, give copies and extracts of and from the said original documents of title before government and semi government bodies and authorities, municipal and land authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi judicial forums, service providers, buyers/transferees of their respective areas in the Building Complex and banks and financial institutions providing finance to the Developer and to the buyers/transferees and other persons and authorities as may be required.
- 5.4. Upon completion of the Project and formation of the Association of Co-owners thereof, the original title deeds of the Subject Property shall be delivered to the Association against receipts and acknowledgments thereof.

6. PLANNING & PLAN SANCTION:

- 6.1. **OVERALL PLANNING:** The planning and layout for the development of the Subject Property shall be done by the Developer. In doing so, the Developer shall have exclusive rights on the following aspects, shall be done by the Developer:-
- (i) The planning of the Building Complex and the decision on one or more New Buildings and the size and height thereof;
 - (ii) The number and area of Units in one or more New Buildings and other portions of the Subject Property;
 - (iii) The identification and demarcation of portions of the Subject Property and/or the New Buildings thereon for the different uses;
 - (iv) Club/activity centre/sporting/entertainment/recreation/health centre, if any and to the extent planned, for the Transferees and/or others and the composition, specifications, equipments, installations, services and facilities

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- 6.2. **SURVEY AND SOIL TEST:** With effect from the date of execution hereof the Developer shall be entitled at its own costs to cause survey and soil testing work at the Subject Property and other preparatory works relating to the sanction of plans for the New Building.
- 6.3. **PREPARATION OF PLANS:** The Developer has caused the plans for construction of the New Buildings at the Subject Property prepared which has already been approved by the Owners and the Facilitators. The sanction fees (including fees for IGBC Green Building FAR) to be paid to the Bidhannagar Municipal Corporation for sanction shall upto a certain sum as be mutually agreed between the Owners and the Developer be borne and paid by the Developer and any sum in excess of the sum mutually agreed to be paid by the Developer shall be paid by the Second Owners forthwith on demand by the Developer. Further any other expense related to preparation of the plans, including but not limited to fees of architect, consultants etc. shall be borne and paid by the Developer.
- 6.4. **PLAN SANCTION & APPROVALS:** The Second Owners and the Facilitators shall without compromising on the Assured Attributes in any manner, obtain the following:-
- 6.4.1 The Second Owners shall obtain proper sanction of the plans as prepared by the Developer from the Bidhannagar Municipal Corporation and other Appropriate Authorities and the costs payable for sanction shall be payable in terms of clause 6.3 above.
- 6.4.2 The clearances from Environmental Department upto Consent to Establish shall be obtained by the Second Owners and Facilitators at the cost of the Second Owners to meet the requirements of law;
- 6.4.3 The Airport Authority clearance permitting the height of about 110 metre from AMSL (average mean sea level) in respect of constructions at the Subject Property and other specifications as per plans prepared by the Developer for the duration of the Project at the cost of the Second Owners;
- 6.4.4 The IGBC pre-certificate as per the plan that may be provided by the Developer shall be obtained by the Second Owners and the Facilitators.
- 6.4.5 All other clearances, no objection certificates, licenses, permits, approvals as may be required for sanction of Building Plans and other approvals mentioned above. It is clarified that where any of the aforesaid or other clearances including consent to operate from Pollution Control Board, final IGBC Certificate etc., are required to be applied for and obtained in respect of the IAVC Complex and Building Complex jointly, then the same shall applied for and obtained jointly by the Developer and the First Facilitator and the costs thereof shall be paid by them proportionately on the basis of the sanctioned area of IAVC Complex and Building Complex
- 6.5. **UPDATES AND HANDOVER:** The ^{Second} Owners shall keep the Developer fully updated as regards the progress of sanction work and/or approval work and soon after sanction of the Building Plans and obtaining approvals, the Owners shall forward the entire original set of

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copies of the sanctioned Building Plans and other approvals as per clause 6.4 and its sub-clauses to the Developer.

- 6.6. **FENCING:** The Developer shall cause to be erected fencing/temporary boundary wall/s demarcating the Subject Property and portion of IAVC Land as required. In case of any local issues or issues by IAVC Persons arising during the aforesaid fencing/boundary work being undertaken by the Developer, the Second Owners shall be responsible and obligated to resolve the same.
- 6.7. **FIRE CLEARANCE:** The revised fire plan required from fire department for construction at the Subject Property shall be obtained by the Developer at its own costs and in case the application, processing or grant of such plan also requires any details or plans of the IAVC Complex or anything relating thereto, then the First Facilitator shall provide all such details and plans of IAVC Complex promptly and within 15 days of the Developer notifying the First Facilitator thereabout.
- 6.8. **CONNECTING UTILITIES:** The Owners and the Facilitators shall cause and ensure that as and when required by the Developer, the electrical main joints, water main joints, drainage and sewerage main joints and other utilities for the Subject Property are connected with those of the IAVC Complex in the manner required by the Developer and the Developer and Building Complex Persons shall for all times have rights of easement and usage, maintenance, repair, replacement, shifting, addition, alteration etc., as may be desired by the Developer. The costs of carrying out necessary works for joining and connecting with main joints shall be borne and paid by the Developer.
- 6.9. **RELATED OBLIGATIONS :** In connection with the obligations of the Owners and Facilitators as contained in this agreement, and including those contained in clauses 6.4 to 6.7 above the Owners and the Facilitators shall also be liable for the following:-
- 6.9.1 Any objection, claim, dispute, impediment or obstruction shall be dealt with and properly removed by way of full and final settlement;
- 6.9.2 INDIB's consent and approval wherever required shall be duly obtained;
- 6.9.3 The consent of IAVC Persons wherever required is duly obtained.
- 6.10. **NON COMPLIANCE & RELATED OBLIGATIONS:** In case due to any reason the Minimum Assured FAR is reduced after sanction, then without prejudice to the rights and remedies of the Developer under clause 17.1 and its sub-clauses, the Owners hereby agree to the reduction of the original share of the Owners and increase of the original share of the Developer in the definition of Agreed Ratio as follows:-

Sl. No.	Change in Minimum Assured FAR area	Change in Agreed Ratio
(i)	On reduction of every 10000 Square feet (or part) below the Minimum Assured FAR	First Owners' share reduction by : 0.20%

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		Second Owners share reduction by : 0.18%
		Developer's share increase by: 0.38%

- 6.11. **INCREASED SANCTION:** In case due to any reason the Minimum Assured FAR is increased after sanction, the Developer hereby agrees to the reduction of the original share of the Developer and increase of the original share of the Owners in the definition of Agreed Ratio as follows:-

Sl. No.	Change in Minimum Assured FAR area	Change in Agreed Ratio
(a)	Increased but not resulting in the area being increased beyond 8,08,840 Square feet	No change
(b)	On increase of every 10000 Square feet (or part) above 8,08,840 Square feet	First Owners' share increase by: 0.20% Second Owners increase by: 0.18% Developer's share reduction by: 0.38%

- 6.12. **EXCLUSION TO CHANGE OF MINIMUM ASSURED FAR:** Notwithstanding anything contained in clause 6.10 and 6.11 above, it is expressly agreed by and between the parties as follows:-

6.12.1 that in the event the reduction in the Minimum Assured FAR after sanction is due to reduction of now prescribed Floor Area Ratio (FAR) either by new municipal building rules or by amendment of existing municipal building rules by building plan sanctioning authorities including but not limited to BMC, Zilla Parishad, NKDA, UD, as applicable, coming into force hereafter but within the stipulated date for sanction of plans mentioned herein, then there shall be no reduction in the Agreed Ratio as per clause 6.10 hereto. Nothing contained herein shall affect the rights of the Developer or at the instance of the Developer by any other party required by the Developer to challenge such new law or amendment to the extent effecting the Minimum Assured FAR.

6.12.2 that in the event the fire department while considering the building plans already approved by the parties as also recorded in clause 6.3 above, approves a plan less than Minimum Assured FAR and the same is accepted by the Developer either upon challenging the same or otherwise, then there shall be no change in

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the Agreed Ratio as per clause 6.10 hereto for such reduction and the reduced area approved by the fire department shall then be taken as the Minimum Assured Area for the purpose of Clause 6.10 hereto.

- 6.12.3 that in the event any increase in the Minimum Assured FAR after sanction as aforesaid is due to increase of now prescribed Floor Area Ratio (FAR) either by new municipal building rules or by amendment of existing municipal building rules coming into force after the sanction of plans mentioned herein, then there shall be no increase in the Agreed Ratio as per clause 6.11 hereto.
- 6.12.4 It is expressly agreed and clarified that except only for the situations mentioned in clause 6.12.1 to 6.12.3, in all other circumstances resulting in decrease or increase of Minimum Assured FAR, the provisions of clause 6.10 and 6.11 shall apply.
- 6.13. **MODIFICATIONS AND ALTERATIONS:** The Developer shall be entitled from time to time to cause modifications and alterations to the sanctioned plans in such manner and to such extent as the Developer may deem fit and proper **Provided That** in case due to any such modification or alteration the total aggregate carpet area of all Units or of the Common Areas and Installations or the number of car parking spaces sanctioned gets reduced, the Developer shall obtain the consent of the Owners' Named Representative in respect thereof, which consent shall not be unreasonably withheld, refused or delayed. Subject to the Minimum Assured FAR or actual sanctioned area as per Building Plans sanctioned (whichever be higher) is ensured and the clearances forming part of the obligations of the Owners are ensured in respect of the Building Complex in the event any modification or alteration of the sanctioned plans of the Building Complex affects in any manner whatsoever the IAVC Complex (or any part thereof) and/or any approvals, consents, clearances etc. obtained in respect of the IAVC Complex, then the Developer shall also obtain the consent of the Owners' Named Representative in respect thereof. Also, in the event any modification or alteration of the sanctioned plans of the IAVC Complex affects in any manner whatsoever the Building Complex (or any part thereof) and/or any approvals, consents, clearances etc. obtained in respect of the Building Complex, then the Facilitators shall also obtain the consent of the Developer in respect thereof **Provided That** no modification or alteration can at all be made by the Owners nor by the Facilitators which may reduce the higher of Minimum Assured FAR or actual sanctioned area as per Building Plans in respect of the Building Complex.
- 6.14. **APPROVALS FOR DEVELOPMENT:** The Developer shall obtain necessary partial and/or full Completion/Occupancy Certificate from the Bidhannagar Municipal Corporation in respect of the New Buildings at the Subject Property.
- 6.15. **SIGNATURE AND SUBMISSION:** The Owners shall sign, execute, submit and deliver all applications, undertaking, declaration, affidavit, plans, letters and other documents and do all acts deeds and things as may be required by the Developer in connection with the sanctions and approvals required by the Developer and/or for commencing or carrying out the developments and constructions at the Subject Property.
7. **CONSTRUCTION OF THE BUILDING COMPLEX:**

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- 7.1. **DEMOLITION:** The Developer shall be entitled from time to time to demolish all existing buildings and structures at the Subject Property as per its planning and requirement. The Developer shall continue usage of the existing constructions or such parts thereof as may be required for its project office, storage, administration, security and other related purposes.
- 7.2. **CONSTRUCTION:** The Developer shall construct and build the Building Complex at the Subject Property in accordance with the Building Plans and to do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules of the Appropriate Authority in force at the relevant time. The construction shall be done by the Developer in strict compliance of the legal requirements.
- 7.2.1 With effect from the date of execution of this Agreement, the Developer shall be free to set up site office, put up the hoardings/boards, bring out brochures and commence the preparatory works for marketing of the proposed Building Complex at the Developer's cost.
- 7.2.2 The Project Name as finalized by the Developer shall contain the word 'Aquaview'. The Developer shall be entitled to display the board/hoardings containing the name of the project with names and/or logos and/or brand of 'Diamond', 'Sugam', 'Purti' (alongside the project logo) in any order and their respective group companies and the name of the Building Complex at the site of the Subject Property and also at the main entrance of the IAVC Complex at any time after execution of this Agreement till the date of completion of the Building Complex and thereafter on any portion of the said Building Complex.
- 7.2.3 The name of the Building Complex shall be such as be decided by the Developer. The Names of each building/portion thereof shall also be decided by the Developer.
- 7.2.4 The Developer shall be provided adequate space in the club at IAVC Complex for setting up and operating its marketing and administrative office till completion of the Project.
- 7.3. **SPECIFICATION AND QUALITY:** The Developer shall construct erect and complete the Building Complex in a good and workman like manner with good quality of materials and shall construct and finish the same in accordance with the Specifications mentioned in the **THIRD SCHEDULE** hereto save as may be modified or altered by the Developer in consultation with the Architects and the Developer shall obtain necessary completion or occupancy certificates, as applicable in respect of such construction from the appropriate authorities or persons. The Developer may change the Specification in respect of the Units as per the requirement of the Transferees.
- 7.4. **UTILITIES:** The Developer shall apply for and obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all Appropriate Authorities and service providers, at its own cost (unless otherwise expressly agreed in this agreement or by mutual consent in writing) and shall have full, free, unfettered and unassailable rights to use the connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from the

IAVC Complex without any additional cost being payable to the Facilitators therefor. The Owners can visit the construction site of the subject property during construction period upon adhering the safety guidelines as informed by the Developer and/or the authorized person working at the project site.

- 7.4.1 The fees costs charges and expenses of electric sub-station and transformer and connection relating thereto shall insofar as the same relates to the power allocation for the Building Complex shall be borne and paid by the Developer and those for the IAVC Complex shall be borne and paid by the First Facilitator.
- 7.5. **REAL ESTATE LAWS:** The Developer shall comply with all necessary requirements under the Real Estate Laws and required to be complied with by a Developer of a building. The Owners shall co-operate and assist the Developer in respect thereof and shall also comply with all necessary requirements under the Real Estate Laws required to be complied with by a landowner and/or as and being the Owners hereunder, at the cost of the Developer.
- 7.6. **COMMON AREAS AND INSTALLATIONS:** The Developer shall erect and install the necessary Common Areas and Installations on a phase wise basis providing for passages, pathways and driveways for ingress and egress by users of the Subject Property as developed from time to time; electricity, drainage and sewerage and water connections with necessary constructions and equipments therefor; lifts/staircases/elevators wherever applicable in the New Buildings; any other area, installation or facility that the Developer may provide at the Subject Property.
- 7.6.1 The Developer shall be entitled to erect, install and/or operationalize the Common Areas and Installations for the Building Complex in phases and gradually and until completion of the Building Complex, to allow or permit only provisional and/or partial use of any of the Common Areas and Installations and also to impose restrictions and conditions for the use of the Common Areas and Installations and to charge, demand, receive or realize any Extras or Deposits in connection with any Common Areas and Installations. However, rights of the Owners and Developers in all Common Areas and Installations shall remain free and perpetual till they hold any allocation.
- 7.6.2 The Developer shall subject to the applicable rules and regulations permit the Specified BC Common Areas and Facilities to be used in common by the IAVC Persons and the Building Complex Persons. It is clarified that notwithstanding anything to the contrary contained in this Agreement, the Parties have expressly agreed that the IAVC Persons and the Building Complex Persons shall enjoy the same rights and privileges of use in respect of the Specified BC Common Areas and Facilities and Specified IAVC Common Areas and Facilities.
- 7.7. **CALCULATION OF AREAS:** The carpet area shall be as per applicable Real Estate Laws and shall be provided by the Developer and the built-up and super built-up area in respect of all the Units and other Transferable Areas in the Building Complex shall be such as be determined by the Developer.

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- 7.8. **CLEARANCES :** The Developer shall be authorised and empowered in its own name and also in the name of the Owners, insofar as may be necessary, to apply for and obtain all permissions, approvals and clearances from any authority whether local, state or central for the construction of the Building Complex and also to sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the appropriate authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the Subject Property or any portion thereof and/or for obtaining any utilities and permissions. So long as the Minimum Assured FAR or actual sanctioned area as per Building Plans sanctioned (whichever be higher) is ensured and the clearances forming part of the obligations of the Owners are ensured, in the event the Developer seek to modify or change any permission, approval and/or clearance from any authority that effects the IAVC Complex (or any part thereof) and/or effects any of the approvals, consents, clearances etc. obtained in respect of the IAVC Complex, then the Developer shall also obtain the written consent of the Owners' Named Representative prior to making such application. It is further clarified that in the event the Facilitators seek to modify or change any permission, approval and/or clearance from any authority that effects the Building Complex (or any part thereof) and/or effects any of the approvals, consents, clearances etc. obtained in respect of the Building Complex, then the Facilitators shall also obtain the written consent of the Developer prior to making such application Provided That no modification or alteration can at all be made by the Owners nor by the Facilitators which may reduce the higher of Minimum Assured FAR or actual sanctioned area as per Building Plans in respect of the Building Complex.
- 7.9. **UNDERTAKINGS:** The Owners and the Facilitators shall not do any act deed matter or thing whereby any or all clearances, permissions, no objections approvals including but not limited to Fire Services Authority, Airport Authority, Pollution Control Board, IGBC in respect of the IAVC Land and the Subject Property, obtained or to be obtained, are rendered invalid and/or cancelled and agrees to keep the same validated at all times. Notwithstanding anything contrary elsewhere contained in this Agreement, it is specifically agreed that in case any of the clearances, permissions, no objections approvals get cancelled or revoked due to any act deed or omission of the Owners and the Facilitators, the Owners and the Facilitators shall be liable to take all steps to revalidate the same to its former attributes, at their own costs and expenses. The Owners and the Facilitators shall also not do any act deed matter or thing whereby and by reason whereof the Developer is unable to obtain the partial or full occupancy certificate, as the case may be, in respect of the Subject Property or any part thereof.
- 7.10. **PROCUREMENT OF EQUIPMENTS & MATERIALS:** The Developer shall be entitled to procure all building and construction materials, fittings, fixtures, common installations etc. (viz. steel, cement, sand, bricks, lift, water pump, sanitary fittings etc.), construction equipments and/or any type of machinery required (viz. crusher, mixer, tools etc.) for construction of the Building Complex and to return the same upon completion of the necessary works or if it is found to be defective or procured in excess.
- 7.11. **TEAM:** The Architects and the entire team of people required for execution of the Building Complex shall be such person as may be selected and appointed by the Developer in its sole discretion. The fees and costs towards preparation of the plans shall be borne and paid by the Developer. The Developer shall be entitled from time to time to

appoint engineers, consultants, planners, advisors, designers, experts and other persons of its choice as may be necessary. The Developer shall also engage and employ such contractors, sub-contractors, engineers, labourers, mistries, caretakers, guards and other staff and employees and at such remuneration and on such terms and conditions as be deemed necessary by the Developer and wherever required, to revoke such appointments from time to time or at any point of time. All persons employed by the Developer for the purpose of construction shall be the persons under appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc.

- 7.12. **PHASES:** The construction work shall be carried out in phases as per the discretion of the Developer.
- 7.13. **AUTHORITY IN GENERAL:**
- 7.13.1 The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the Building Complex and obtaining inputs, utilities and facilities therein.
- 7.13.2 The Developer shall deal with all the Appropriate Authorities also all other authorities and Government Departments and/or its officers and also all other State Executives Judicial or Quasi Judicial, Municipal and other authorities and persons in all manner and for all purposes connected with the Project or anyway connected therewith.
- 7.13.3 To use its own name as the Developer in respect of the Building Complex.
- 7.13.4 To supervise the construction work in respect of the Building Complex to be carried out in accordance with the Building Plans with all necessary and/or permissible and/or sanctionable additions or alterations (subject to clause 6.13 of this Agreement) and in accordance with all the applicable rules and regulations made by the Appropriate Authority in its own name.
- 7.13.5 To represent the Owners before all Appropriate Authorities and Government and also all electricity, water, drainage, sewerage, technology driven and other service providers.
- 7.13.6 To pay various fees, costs and charges to concerned authorities as may be necessary for the purpose of carrying out the development work on the Subject Property and to claim refund of such deposits so paid and to give valid and effectual receipts in connection with the refund of such deposits in its own name or in the name of the Owners or in the joint name, as may be required.
- 7.14. **CALCULATION OF PROPORTIONATE SHARE:** The proportionate share in land and in the Common Areas and Installations attributable to any Unit shall be determined by the Developer from time to time.
- 7.15. **COMPLIANCE OF LAWS:** The Developer shall not violate any Municipal or other statutory rules and laws and always abide by and observe all the rules and procedures and

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practices usually followed in making construction of buildings. The Owners will not be responsible for any laches and/or lapses on the part of the Developer. The Facilitators and the Second Owners also assure the Developer that all the clearances, permissions, consents, approval, no objections as existing on the date of this agreement for obtaining the Building Plans and other connected documents in respect of the IAVC Complex and the New Buildings to be constructed on the Subject Property have been obtained without any false declaration and/or mis-representation and in due compliance of laws for the time being in force.

7.16. TIME FOR CONSTRUCTION

7.16.1 Subject to the Owners and Facilitators not being in default in compliance of their obligations hereunder and subject to Force Majeure, the Developer shall construct the New Buildings within 6 (six) years from the date of sanction of the Building Plans and issuance of Certificate of Establishment by the Pollution Control authorities and with an extended period of 12 (twelve) months in respect thereof.

7.16.2 In addition to the above it is expressly agreed and provided that in case of there being any dispute or litigation or claim pertaining to the Ownership or title of the land comprised in the Subject Property or any non compliance of the obligation of the Owners or Facilitators or non availability of the Assured Attributes, then until resolution of such dispute or litigation or claim and/or compliance of the concerned obligation by the Owners, the time for compliance of its obligations by the Developer shall not be counted and ipso facto stand added to the time granted to the Developer. This shall be without prejudice to the other rights and remedies of the Developer hereunder.

7.16.3 **COSTS AND EXPENSES:** All costs of construction and development of the Subject Property in terms hereof shall be borne and paid by the Developer.

7.17. **COMPLETION OF CONSTRUCTION:** The construction of any New Building at the Building Complex shall be deemed to have been completed on the issuance of Completion Certificate in respect thereof by Architect.

7.17.1 It is clarified that the elevation works and decoration and beautification works, landscaping works, pavements, permanent connections relating to the common amenities, obtaining Completion Certificates from the municipal body may be continued and carried out after Completion of Construction of the respective New Building. Such works, however, must be completed within a period of 12 months from the date of Completion of Construction.

7.18. **ADDITIONAL AREAS:** In case upon sanction of the Building Plans, any additional area (including any incremental parking space) is thereafter possible to be constructed at the Subject Property beyond those sanctioned under the Building Plans and the Developer decides to avail such possibility, the sanction fee and expenses for sanction of such additional areas shall be borne and paid by the Owners and the cost of construction of the additional areas shall be borne and paid by the Developer. The additional sanctioned area shall form part of the Transferable Areas and the Realizations from the Transfer of the same shall be shared between the Owners and the Developer in the Agreed Ratio. The

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time taken due to such further construction shall be added to the time stipulated for sanction and construction hereunder.

8. **TRANSFER AND MANNER:**

- 8.1. **TRANSFER:** The Transfer of the Building Complex and all Transferable Areas therein shall be under the control and management of the Developer. The Owners and the Developer 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 respective 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. 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.
- 8.2. **MANNER OF TRANSFER:** The parties agree to the following terms and conditions in respect of the Transfer:-
- 8.2.1 **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.
- 8.2.2 **Rate and Price for Transfer:** The rates of booking shall be mutually finalized by the Owners and the Developer before commencement of booking (hereinafter referred to as "Minimum Rates").
- 8.2.3 **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 others as deem fit by the Developer.
- 8.2.4 **Marketing Agents:** The Developer may select, appoint or discontinue the Marketing Agents, brokers, sub-brokers and other agents for Transfer of the Transferable Areas at such charges and terms and conditions as they may deem fit and proper.
- 8.2.5 **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 such discounts and employ such schemes as would be conducive to transfers of the Transferable Areas. In case of a discount or scheme below the rate as mentioned in Clause 8.2.2 of this Agreement, such scheme or discount shall be implemented only after written consent of both the Owners and the Developer.
- 8.2.6 **Bookings and Allotments:** The Developer shall accept bookings and make allotments, in respect of any Unit, Parking Space or other Transferable Areas in

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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.

- 8.2.7 **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 the Developer and if so required by the Developer, by the Owners. 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 hereunder or in pursuance hereof.
- 8.2.8 **Role of Facilitators:** The Facilitators shall not be required to be party to the agreements or deeds with the Transferees and only if required by the Developer, they agree to join in and sign and if required register any deeds relating to Transfer of the Units, Parking Spaces and other Transferable Areas without raising any objection and without claiming any cost or amount therefor.
- 8.3. The Developer shall deliver possession of the Transferable Areas directly to the Transferees thereof.
- 8.4. **ADVOCATES:** All documents of transfer or otherwise in respect of the Project and/or the Building Complex shall be such as be drafted by DSP Law Associates, Advocates of 4D Nicco House, 1B & 2 Hare Street, Kolkata-700001 or such other Advocates as the Developer may appoint for the purpose.
- 8.5. **INTEREST ETC., 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 Developer or 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 Owners and the Developer in the Agreed Ratio. If any liability, interest, damage or compensation is payable to any Transferee or other person relating to the Building Complex due to delay or default on the part of the Owners or any of them or their predecessors-in-title then the Owners shall bear and pay the same and if payable solely due to delay or default of the Developer, the same shall be borne and paid by the Developer.
- 8.6. **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. **SECURITY DEPOSIT:**
- 9.1. **FIRST OWNERS DEPOSIT:** The Developer shall deposit with the First Owners a sum of Rs. ~~60,00,000~~ (Rupees ~~sixty lakhs~~) only as and by way of Security Deposit (hereinafter

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referred to as "First Owners Security Deposit") at or before the execution hereof (the receipt whereof the First Owners do hereby as also by the Receipt and Memo hereunder written admit and acknowledge).

9.2. **SECOND OWNERS DEPOSIT:** The Developer shall deposit with the Second Owners a sum of Rs. ^{40,20,100/-} ~~40,00,000/-~~ (Rupees ^{forty lakhs and twenty thousand one hundred and one} ~~forty~~ lakhs) only as and by way of Security Deposit (hereinafter referred to as "Second Owners Security Deposit") at or before the execution hereof (the receipt whereof the Second Owners do hereby as also by the Receipt and Memo hereunder written admit and acknowledge).

9.3. The First Owners Security Deposit and the Second Owners Security Deposit are hereinafter collectively referred to as "the Security Deposits".

9.4. **Refund of Security Deposits:** The said Security Deposits shall be non refundable except only on cancellation as provided in clause 17.3 hereto.

10. REALIZATIONS, EXTRAS AND DEPOSITS AND DISTRIBUTION:

10.1. **ENTITLEMENT :** The First Owners, the Second Owners and the Developer shall be entitled to portion of the Realizations as per the Agreed Ratio i.e. unless changed in accordance with clause 6.10, 6.11 or 6.12 hereto, the First Owners shall be entitled to 24.51% (twenty four decimal fifty one percent) of the Realizations, the Second Owners shall be entitled to 16.34% (sixteen decimal thirty four percent) of the Realizations and the Developer shall be entitled to (a) 59.15% (fifty nine decimal fifteen percent) of the Realizations and (b) the entirety of all Extras and Deposits.

10.2. **MODUS OF DISTRIBUTION:** The Developer shall be entitled to receive the Realizations (including booking amounts, earnest money, part payments, consideration), Pass Through Charges, Extras & Deposits and other amounts on any account receivable from the Transferees and other persons in respect of the Project. All Extras & Deposits shall be taken by the Developer in the name of the Developer alone. All Realizations shall be deposited by the Developer in a separate Escrow Bank Account of the Developer (hereinafter referred to as "Special Escrow Account") only and the same shall be used and/or utilized in accordance with RERA. No other bank account shall be used for deposit of the Realizations from the Project without informing the Owner thereabout and any such bank account/s shall be also Special Escrow Account. Suitable standing instructions shall be given to the Bank for disbursement of the Realizations collected in such Special Escrow Account to the respective accounts of the Owners and the Developer through distribution account as mandated by RERA. The Special Escrow Account shall work in escrow mechanism. It is clarified that the Developer's Allocation and the Owners' Allocation shall always be distributed simultaneously. At the time of remittance, the Developer may retain in a separate account a sum not exceeding 2% of the amounts so agreed to be remitted towards Contingency Fund to meet on protanto basis any requirements arising from cancellations or demands of Transferees. The surplus if remaining in such Contingency Fund Account shall be remitted to the Owners on Completion of Construction to the extent of their share therein and any shortfall at any time or stage shall be paid by the respective Owners within 15 days of being demanded by the Developer from them.

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- 10.3. It is clarified that the distribution as per **Clause 10.2** shall otherwise be subject to the provisions of the Real Estate Laws and the distribution shall be done only in respect of the amounts permitted thereunder.
- 10.4. **EXTRAS AND DEPOSITS:** All Extras and Deposits that may be agreed to be charged directly from any Transferee shall be taken and deposited by the Developer separately in its separate bank accounts. The Developer shall with the consent of the Owners be free to add or alter the particulars of Extras and Deposits as mentioned in the **FOURTH SCHEDULE** hereunder written. The residue remaining with the Developer on account of maintenance deposit and/or sinking fund deposit 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.
- 10.5. **ACKNOWLEDGMENTS:** The Developer shall be and is hereby authorized to issue receipts on behalf of itself and the Owners for the amounts so received which shall fully bind both the Owners and the Developer.
- 10.6. **REPORTS:** The Developer shall send to the Owners monthly sales summary and quarterly account statements in respect of debits and credits pertaining to Transfer of Transferable Areas relating to the accounts maintained by the Developer and the Special Escrow Account as contemplated above.
- 10.7. **ERRORS AND OMISSIONS:** All payments made by the Owners and the Developer to each other shall be subject to any errors or omissions and the consequent accounting and settlement when detected.
- 10.8. **CONSEQUENCES OF CANCELLATION:** In case due to cancellation of any booking or agreements/contracts or any other reason, any part of the Realizations becomes refundable or payable to any Transferee, over and above the balance in the Contingency Fund, if any, the Owners and the Developer shall refund and pay the same to the extent of their respective share therein and if any interest or compensation is payable to any Transferee otherwise than due to default of the Owners or the Developer, the Owners and the Developer shall bear and pay the same in the Agreed Ratio.
- 10.9. **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.
- 10.10. **RECORDS AND INSPECTION:** The records of Transfer of the Complex shall be kept at the place of business of the Developer's office and the Developer shall not change the same without giving advance **15 (fifteen) days'** notice to the Owners in respect of the new place so fixed by the Developer. The Owners shall have at all times full and free access and liberty to inspect the records relating to transactions for Transfer of the Building Complex. For the purpose of accounting and settlement, the Owners and the Developer shall, if so required by the Developer or found necessary, make all necessary entries and adjustments in their respective books of accounts in respect of their respective shares arising from the Transfer of the Complex.

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- 10.11. **FINAL ACCOUNTS:** After fulfillment of this Agreement or at such time as the Owners and the Developer mutually agree, the final accounts pertaining to the entire period of continuance of this Agreement shall be made and finalized by the Owners and the Developer.
- 10.12. **RECONCILIATION AND ACCEPTANCE OF ACCOUNTS:** The accounts will be reconciled at the end of every 3 (three) months and if it is found that any Party has received less than its allocation of Realizations as mentioned in this Agreement, then the difference amount payable to such Party shall be paid by the other Party within 15 (fifteen) days. The accounts as on any given date shall be deemed to be final and accepted (save for any errors or omissions on the face of the record) if no objection from any party is received in respect thereof within **15 (fifteen) days** of such given date.
- 10.13. **FINALITY OF MODUS OF DISTRIBUTION:** The modus of distribution mentioned above shall not be challenged or disputed by the Owners or the Developer without the prior mutual written consent of the Owners and the Developer.
- 10.14. **OWNERS' LIABILITIES TOWARDS EXTRAS AND DEPOSITS:** The Owners shall not be liable to make any contribution on account of Extras and 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. However, the Owners shall, pay the Extras and Deposits to the Developer in respect of unsold areas allocated to the Owners within 15 days of receiving the notice to take possession thereof from the Developer and at the same rates as the Transferees are liable to pay the same.

11. CONTINGENT RESIDUAL AREAS:

- 11.1. **Contingent Residual Areas:** Upon expiry of 12 (**twelve**) months from the date of Completion of Construction of the Building Complex or earlier if so decided by the Owners and the Developer mutually, if there be or remain unsold Transferable Areas (for which no agreement is entered with any Transferee) (which shall be and are hereinafter referred to as "the **Contingent Residual Areas**"), the Owners and the Developer shall, upon notice in writing given by the Developer to the Owners' Named Representatives requiring separate allocation, within 10 (Ten) days of delivery of such notice, by mutual consent divide and allocate separate areas in the Building Complex and the following terms and conditions shall apply in connection therewith:-

11.1.1 The First Owners, the Second Owners and the Developer would be allocated and be entitled to identified units or portions of the Contingent Residual Areas as per the Agreed Ratio..

11.1.2 The location of the respective identified areas of the Owners and the Developer s comprised in the Contingent Residual Areas shall be identified on *paripassu* basis and the areas so identified for the First Owners shall belong to the First Owners together with the appurtenant Share in the land comprised in the Subject Property and Common Areas and Installations, the areas so identified for the Second Owners shall belong to the Second Owners together with the appurtenant Share in the land comprised in the Subject Property and Common Areas and Installations and the areas so identified for the Developer shall belong to the

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Developer together with the appurtenant Share in the land comprised in the Subject Property and Common Areas and Installations.

11.1.3 All other areas agreed to be transferred or transferred prior to separate identification shall continue to be transferred jointly by the Owners and the Developer on the terms and conditions mentioned in this Agreement.

11.1.4 In case, while demarcating and identifying the respective allocations of the Owners and the Developer as aforesaid, it is found that the areas in any of the Transferable Areas cannot be allocated exactly, then the party receiving less area shall be paid by the party receiving more area a mutually agreed monetary compensation therefor based on the prevalent rates thereof.

11.1.5 The Developer shall deliver the identified separate First Owners' Allocation to the First Owners and identified separate Second Owners' Allocation to the Second Owners as provided for hereinafter and retain the Developer's Allocation for its own use or the use of its Transferees thereof.

11.2. **Transfer of the Contingent Residual Areas:** The First Owners, the Second Owners and the Developer shall be entitled to deal with and dispose of their respective separately Identified allocation forming part of the Contingent Residual Areas to such persons and at such price/consideration as they may respectively deem fit and proper **Provided However That:-**

- (i) After the identification of the Contingent Residual Areas, the First Owners shall be entitled to execute Agreements for Sale and other deeds and documents in favour of the Transferees of the Contingent Residual Areas comprised in the First Owners' Allocation and if necessary, register the same and the Second Owners shall be entitled to execute Agreements for Sale and other deeds and documents in favour of the Transferees of the Contingent Residual Areas comprised in the Second Owners' Allocation and if necessary, register the same. If requested by either of First Owners or the Second Owners, the other party and/or the Developer shall join as a party in such documents without claiming any additional consideration or money. The dealings of either the First Owners or Second Owners shall not in any manner fasten or create any additional financial or monetary liabilities upon the Developer.
- (ii) The Owners do hereby accord his consent and authorization to the Developer to enter into the agreements and contracts with the prospective Transferees in respect of the Contingent Residual Areas comprised in the Developer's Allocations or any part thereof without making the Owners a party thereto. However, if so required by the Developer, the First Owners and/or the Second Owners shall, notwithstanding the consent and authorization above, and without claiming any consideration or money, join in as confirming party to all such agreements and contracts.
- (iii) Neither party shall make any commitment or enter upon any term which is or may be repugnant to or contrary to those contained or otherwise affects

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or prejudices the scope of the respective rights and obligations of the Owners and the Developer hereto herein;

- (iv) Neither party shall execute and register the sale deeds for completion of sale or transfer in respect of any part of the Building Complex, till the Developer has commenced execution of the sale deed in respect of any Unit in the Building Complex;
- (v) Any transfer by any party shall be at its own respective risks and consequences;
- (vi) Neither the First Owners nor the Second Owners shall be entitled to sell and transfer the Contingent Residual Areas forming part of their respective Owners' Allocation at prices less than those offered by the Developer in respect of the Contingent Residual Areas forming part of the Developer's Allocation at the material time subject to a leverage/variation of 5% (five percent), without giving a 30 day first right of refusal in respect thereof to the Developer.
- (vii) The sale of the Units may be done on carpet or built-up or super built-up or other basis as the Developer may from time to time decide for the entire or any part of the Building Complex.
- (viii) All amounts and consideration receivable by the Developer under any agreements, contracts and deeds in respect of the Contingent Residual Areas comprised in the Developer's Allocation shall be to the account of and shall be received realised and appropriated by the Developer exclusively and the Owners shall have no concern therewith.
- (ix) Subject to the other provisions hereof, all amounts and consideration receivable by the First Owners under any agreements, contracts and deeds in respect of their portions of the First Owners' Allocation shall be received realised and appropriated by them exclusively and the Developer shall have no concern therewith.
- (x) Subject to the other provisions hereof, all amounts and consideration receivable by the Second Owners under any agreements, contracts and deeds in respect of their portions of the Second Owners' Allocation shall be received realised and appropriated by them exclusively and the Developer shall have no concern therewith.
- (xi) The Owners shall cause to be paid by the intending Transferees of the Owners' Allocation, the Extras and Deposits (if not already paid by the Owners by then) in favour of the Developer.
- (xii) The Owners and the Developer shall appoint one or more common marketing agents to be decided by the Owners and the Developer mutually.

11.2.2 Notice of completion of the Contingent Residual Areas of the Owners: The delivery from time to time of the Contingent Residual Areas identified exclusively for the First Owners and the Second Owners shall be intimated by the Developer to the Owners by way of 15 (fifteen) days notice, in writing. Within 15 (fifteen) days of the Owners receiving such Notice to take possession, the concerned Owners shall take possession of the notified areas. Unless the concerned Owners takes possession within 15 (fifteen) days upon receiving the Notice of Completion as aforesaid, they shall be deemed to have taken possession of such notified areas on expiry of such notice period of 15 (fifteen) days.

11.2.3 Save as aforesaid all other terms and conditions of this Agreement shall apply *mutatis mutandis*.

12. FORCE MAJEURE:

12.1. Notwithstanding anything elsewhere to the contrary contained in this Agreement, the parties 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 the force majeure and time for performance shall remain suspended during the duration of the force majeure.

13. COMMON PURPOSES AND MAINTENANCE IN-CHARGE:

13.1. **COMMON PURPOSES:** Each of the Owners and the Developer and all Transferees including Transferees of Contingent Residual Areas of the Owners and the Developer 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 respect of the Building Complex in consultation with the Owners Named Representatives. Furthermore, while dealing with and/or entering into any agreements and other documents of transfer of their respective allocations out of the Contingent Residual Areas or any part thereof, the Owners and the Developer shall respectively necessarily incorporate all common rules, regulations restrictions and conditions framed by the Developer.

13.2. MAINTENANCE IN-CHARGE:

13.2.1 The Developer shall form Maintenance Company and/or enable the formation of one or more Association for the Common Purposes of management and maintenance of the Building Complex and collection and disbursement of common expenses and till such time as the Association or Maintenance Company is formed and handed over the charge of administering the Common Purposes or such other time as the Developer may desire, the Developer or its nominee shall be in charge of the administration for the Common Purposes. It is expressly agreed and understood that so long as the Developer or its nominee be the Maintenance In-charge, the Owners and/or their nominees or transferees shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred.

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- 13.2.2 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;
- 13.2.3 Notwithstanding any formation of Association or handover of charge to it, neither the Association nor the members thereof or any Transferee shall be entitled to frame any rule or regulation or decide any condition which may affect any right or privileges of the parties hereto.
- 13.2.4 The parties agree that once the Specified BC Common Areas and Facilities are operational the aggregate of the combined proportionate common expenses pertaining to the (i) Specified BC Common Areas and Facilities and (ii) Specified IAVC Common Areas and Facilities shall be paid by Building Complex Persons and IAVC Persons in a proportionate manner to be derived by dividing the aggregate Common Expenses by the aggregate carpet area of Units in IAVC Complex and Building Complex and the same would be added to the maintenance charges respectively payable by the IAVC Persons and Building Complex Persons.
- 13.2.5 In case there is a possibility of a single Association becoming the Maintenance In-charge of the IAVC Complex and the Building Complex at any time in future then the Developer and the First Facilitator shall implement the same in such manner as best possible and for that to merge the separate associations of the two complex or make the Building Complex Persons members of the association of the IAVC Complex or by any other lawful means.
- 13.2.6 The Facilitators shall cause and ensure that the IAVC Persons and maintenance in-charge of IAVC Complex always adhere to and accept the terms of this agreement pertaining to rights and benefits to be enjoyed by the Building Complex and the Building Complex Persons in respect of the Specified IAVC Common Areas and Facilities and the Developer and the Owners shall cause and ensure that the Building Complex Persons always adhere to and accept the terms of this agreement pertaining to rights and benefits to be enjoyed by the IAVC Persons in respect of the Specified BC Common Areas and Facilities.

14. COVENANTS:

14.1. The First Owners do hereby covenant with the Developer as follows:-

- 14.1.1 That each and every representation made by the First Owners hereinabove are all true and correct and the First Owners agree and covenant to perform each and every representation and covenant and the failure in such performance or detection of any representation as false (partially or wholly) or incorrect or misleading shall amount to breach and default of the terms and conditions of this agreement by the First Owners and all consequences in respect thereof shall be for and to the account of and borne and paid by the First Owners.

- 14.1.2 All obligations of the First Owners hereto shall be complied with by all of them and failure of any one of them shall be failure of all the First Owners.
- 14.1.3 That inasmuch as the First Owners have already expressed their intention about sale of the First Owners' Property with assignment of their entire rights and obligations hereunder, it is hereby agreed that any such transfer or assignment by the First Owners shall be subject to this development agreement and all powers, contracts and writings in pursuance hereof and the rights of the Developer hereunder and thereunder and despite such transfer or assignment, the First Owners shall still be and continue to be liable for their Representations and obligations pertaining to the title and Assured Attributes. This Agreement and the powers, contracts and writings that may be executed in pursuance hereof shall remain valid and effective and automatically bind such Transferees as if the Transferee were parties hereto. The Transferees shall be bound by this agreement and any powers, contracts and writings executed in pursuance hereof and also to abide by all the terms and conditions of the First Owners hereunder or thereunder and also to execute such further agreements, powers and other writings as may be required by the Developer.
- 14.1.4 That the First 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.
- 14.1.5 That the First Owners shall not cause any interference or hindrance in the sanction/ modification/alteration of Sanction Plans in terms hereof, construction and development at the Subject Property by the Developer and/or Transfer of the Transferable Areas as per the procedure laid down herein and not to do any act deed or thing whereby any right of the Developer hereunder may be affected.
- 14.1.6 Notwithstanding the assignment made in favour of the Transferees in the manner mentioned in clause 14.1.3 above, for all or any of the purposes contained in this Agreement, the First Owners shall render all assistance and co-operation to the Developer and sign execute and 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.
- 14.1.7 The First Owners shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement.

14.2. The Second Owners do hereby covenant with the Developer as follows:-

- 14.2.1 That each and every representation made by the Second Owners hereinabove are all true and correct and the Second Owners agree and covenant to perform each and every representation and covenant and the failure in such performance or detection of any representation as false (partially or wholly) or incorrect or misleading shall amount to breach and default of the terms and conditions of this

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agreement by the Second Owners and all consequences in respect thereof shall be for and to the account of and borne and paid by the Second Owners.

- 14.2.2 All obligations of the Second Owners hereto shall be complied with by all of them and failure of any one of them shall be failure of all the Second Owners.
- 14.2.3 That with effect from the date of execution hereof, the Second Owners shall neither deal with, transfer, let out or create any Encumbrance in respect of the Subject Property or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.
- 14.2.4 The Second Owners shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Developer. The majority rights of existing shareholding control and management of the Second Owners shall not, without the prior written consent of the Developer, be modified except amongst the family members of the existing shareholders and Directors of the Second Owners. Any transfer or assignment by the Second Owners shall be subject to this development agreement and all powers, contracts and writings in pursuance hereof and the rights of the Developer hereunder and thereunder. This Agreement and the powers, contracts and writings that may be executed in pursuance hereof shall remain valid and effective and automatically bind such Transferee as if the Transferee were parties hereto. The Transferee shall be bound by this agreement and any powers, contracts and writings executed in pursuance hereof and also to abide by all the terms and conditions of the Second Owners hereunder or thereunder and also to execute such further agreements, powers and other writings as may be required by the Developer.
- 14.2.5 That the Second 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.
- 14.2.6 That the Second Owners hereby assure and guarantee the performance of all obligations of the Facilitators. In this regard it has been expressly agreed that any and all losses or liability suffered by the Developer in relation to the Project and arising due to any default of the Facilitators in compliance of their obligations as mentioned in this Agreement or any amount or claim receivable by the Developer from the Facilitators shall be recoverable/adjustable out of the Second Owners' Realization Share fully and in all manner. The quantum of the sums recoverable/adjustable by the Developer from and out of the Second Owners' Realization Share due to defaults of the Facilitators as contemplated in this Clause 14.2.6, shall, unless expressly stipulated in this agreement be mutually agreed and settled between the Owners and the Developer and if such mutually agreement and settlement is not reached then the same shall be determined by the Arbitration Tribunal.
- 14.2.7 That the Second Owners shall not cause any interference or hindrance in the sanction/ modification/alteration of Sanction Plans in terms hereof, construction

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and development at the Subject Property by the Developer and/or Transfer of the Transferable Areas as per the procedure laid down herein and not to do any act deed or thing whereby any right of the Developer hereunder may be affected.

- 14.2.8 For all or any of the purposes contained in this Agreement, the Second Owners shall render all assistance and co-operation to the Developer and sign execute and 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.
- 14.2.9 The Second Owners shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement.
- 14.3. **Authority of Owners' Named Representative:** Unless changed by either the First Owners or the Second Owners hereafter and communicated to the Developer in writing, only the Owners' Named Representatives shall be and is hereby authorized by the respective Owners to deal with the Developer in all matters involving the Project. Upon change of the representative, the new representative shall be bound therewith. The acts of the Owners' Named Representative of the First Owners in all matters referred to herein shall bind the First Owners and the acts of the Owners' Named Representative of the Second Owners in all matters referred to herein shall bind the Second Owners, except that no notice of termination or revocation of this Agreement or the Power of Attorney can be issued by any of the Owners' Named Representatives.
- 14.4. **COVENANTS BY THE FACILITATORS:** The Facilitators do hereby covenant with the Developer as follows:-
- 14.4.1 Save their respective receivables from the Developer in respect of their transfer and commitments towards their obligations contemplated herein in clause 14.6 below and no further amount on any account shall be payable to the Facilitators hereunder or in pursuance hereof nor are they any further entitled to and shall not claim any amount on any account from the Developer or any other person.
- 14.4.2 The majority rights of existing shareholding control and management of the Facilitators shall not, without the prior written consent of the Developer, be modified except amongst the family members of the existing shareholders and Directors of the Facilitators.
- 14.4.3 The Facilitators do hereby agree and covenant with the Developer not to do any act deed or thing nor allow or permit the IAVC Persons to do any act deed or thing whereby any right, entitlement, benefit or interest of the Developer hereunder may be prejudicially affected or the Assured Attributes get prejudicially affected or the Minimum Assured FAR as contemplated herein is not granted or the rights over the Specified IAVC Common Areas and Facilities are denied or objected to or wholly or partially affected or whereby the Developer are prevented from making or proceeding with the compliance of the obligations of the Developer hereunder.
- 14.4.4 The Facilitators shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits as

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mentioned earlier 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.

14.4.5 The Facilitators shall not be entitled to assign this Agreement or any part thereof as from the date hereof.

14.4.6 The Facilitators shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement.

14.5. **COVENANTS BY THE DEVELOPER:** The Developer doth hereby covenant with the Owners as follows:-

14.5.1 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.

14.5.2 The Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits as mentioned earlier 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.

14.5.3 The Developer shall not be entitled to assign this Agreement or any part thereof as from the date hereof to any person other than its group company/companies without the prior consent in writing of the Owners' Named Representative. However, the Developer may, without prior written consent of the Owners, collaborate with other persons or appoint any co-developer or joint developer. The full responsibility for completion of the work belongs to the Developer and if there is question of co-developer the Owners consent shall be a must.

14.5.4 The Developer shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement.

14.6. **CONSIDERATION FOR FACILITATORS :** In consideration of the covenants and obligations of the Facilitators contained herein and on the part of the Facilitators to be observed fulfilled and performed and in further consideration of the grant, transfer and/or assignment pertaining to the Minimum Assured FAR, the Developer has agreed to pay to the First Facilitator a sum of Rs.55,00,000/- (Rupees fifty-five lakhs) only and to the Second Facilitators a sum of Rs.45,00,000/- (Rupees forty-five lakhs) only in full and final settlement within 1 month from the date of execution hereof or compliance of obligation under clause 4.4 hereto whichever is later. ^{It is not for sale of their portion of land in DAVC Complex, and} It is clarified that the said consideration has been decided by mutual amicable agreement and way of final settlement arrived at by and between the Developer with the Facilitators and besides the same, no other amount on any account whatsoever shall be payable by the Owners or the Developer to the Facilitators. In case there is any applicability of GST in respect of the said amounts payable to the Facilitators, such GST shall be solely payable by the Developer.

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14.7. GST AND TDS ETC.:

14.7.1 The Owners and the Developer shall respectively discharge statutory compliances in respect of TDS or Income Tax related compliances as well as Goods and Service Tax in respect of their respective rights, benefits and obligations under or arising out of this agreement. As for the Transferable Areas other than the Contingent Residual 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 Owner shall comply with same.

14.7.2 The First Owners will bear the Pass Through Charges 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 First Owner's Allocation, if and as applicable. The First Owners shall also be liable to pay the Pass Through Charges on their share (as per Agreed Ratio) of unsold areas lying on the date of Completion Certificate or any other date as per the laws for the time being in force and also if applicable on their share or portion of the Contingent Residual Areas.

14.7.3 The Second Owners will bear the Pass Through Charges 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 Second Owner's Allocation, if and as applicable. The Second Owners shall also be liable to pay the Pass Through Charges on their share (as per Agreed Ratio) of unsold areas lying on the date of Completion Certificate or any other date as per the laws for the time being in force and also if applicable on their share or portion of the Contingent Residual Areas.

15. POWERS OF ATTORNEY AND OTHER POWERS:

15.1. The First Owners and the Second Owners shall with the execution of these presents execute and/or register one or more Power or Powers of Attorney in favour of the Developer and/or its authorized representatives being Mr. Vivek Kumar Kajaria and/or Mr. Suhel Saraf and/or Mr. Shrey Agarwal or such other person as may be nominated from time to time granting all necessary powers and authorities with regard to the purposes provided in this Agreement or arising herefrom 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, all share right title and interest of the respective Owners in the Building Complex, other than any portion of the respective Owners in Contingent Residual Areas or any unilateral action resulting in modification of the agreement that affects the Owners along with the Developer and also otherwise under this Agreement and agree not to modify or alter the same and such power shall subsist during the subsistence of this Agreement . If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned above, the First Owners and the Second Owners shall grant the same to the Developer and/or its authorized representatives.

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- 15.2. While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owners in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe on the rights of the Owners and/or go against the spirit of this Agreement.
- 15.3. The Facilitators also agree to execute and/or register one or more Power or Powers of Attorney in favour of the Developer and/or its authorized representatives granting all necessary powers and authorities with regard to the purposes provided in this Agreement or arising herefrom including for preparation/sanction/modification/alteration of Building Plans, construction and development of the Subject Property and for grant of the rights over the Specified IVAC Common Areas and Installations to the Transferees and other persons.
- 15.4. It is clarified that powers shall also be given to the Developer in respect of sanction of Building Plans and obtaining approvals and other obligations which are obligations of the Owners and/or the Facilitators hereunder but giving of such powers in the Power of Attorney or anything contained in the Power or Powers of Attorney to be so granted shall not in any way absolve the concerned Owners from complying with their obligations hereunder nor from compensating the Developer against any loss or damage, if any, that may be suffered by the Developer or other consequences upon the concerned Owners owing to delay or default in such compliance of their respective obligations
- 15.5. The Power or Powers of Attorney shall form a part of this Agreement and shall subsist during the subsistence of this Agreement.
- 15.6. It is understood that to facilitate the construction and Transfer of the Building Complex, various acts deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners and the Facilitators hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners and the Facilitators shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owners and the Facilitator 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 if required.
- 16. GENERAL:**
- 16.1. **PROPERTY TAXES AND OUTGOINGS:** Till the date of execution of this agreement, all taxes and outgoings (including arrears) on account of municipal tax, land-Revenue, land tax, and other outgoings shall be borne and paid by the First Owners in respect of the First Owners' Property and the Second Owners in respect of the Second Owners' Property and those arising for the period thereafter and until completion of construction shall be borne and paid by the Developer provided that upon construction of the Building Complex, all taxes and outgoings in respect thereof shall be borne paid and discharged by the Transferees and for non alienated areas therein by the Owners and the Developer

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hereto for their respective separate allocation and proportionately (in the Agreed Ratio) for areas not separately allocated.

- 16.2. **COMPLIANCE OF REAL ESTATE LAWS:** The Owners shall comply with all requirements of West Bengal Apartment Owners Act 1972 and Real Estate Laws applicable to land owner and/or pertaining to the land and their title as applicable. The Developer shall comply with all requirements of Real Estate Laws applicable to construction and/or development as applicable.
- 16.3. **DUE DATE FOR PAYMENT GENERALLY:** Any amount required to be paid or contributed by any party in terms hereof shall, unless otherwise expressly mentioned herein, be paid by the concerned party to the other party within 15 (fifteen) days of the concerned party raising its demand in respect thereof and failure to pay shall attract interest @ 15% (fifteen percent) per annum thereon.
- 16.4. **DEATH OR INCAPACITY:** Notwithstanding any subsequent death or incapacity etc., of any individual constituent of the Owners or the Facilitators, this Agreement and the powers to be executed in pursuance hereof shall remain valid and effective and automatically bind all the heirs, executors, administrators, legal representatives of such constituent of the Owners as if they were parties hereto and/or to the said powers.
- 16.5. **MERGER/DEMERGER:** It is further expressly clarified that notwithstanding any conversion, amalgamation, etc., of any of the Owners or the Facilitators (insofar as the Company amongst them are concerned) and/or the Developer, this Agreement as well as the Power/s of Attorney to be executed by the parties in pursuance hereof, shall remain valid and effective and automatically bind all the successors or successors-in-office of the parties.
- 16.6. **FINANCE AND MORTGAGE:** 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 and/or REIT by mortgaging and charging the New Buildings and/or other constructions, if any, to be made by the Developer at the Subject Property and the land comprised in the Subject Property (including by depositing the original title deeds with the financier) But without creating any financial obligation upon the First Owners or the Second Owners (without their respective consent) and without creating any charge or lien on the share of the Second Owners in the land of the Subject Property and without creating any charge or lien on the share of the First Owners or the Second Owners (without their respective consent) in the Realizations. In case without the charge or lien in respect of the share of the Second Owners in the land of the Subject Property no construction finance or loan is sanctioned or paid by a Financier to the Developer, then the Second Owners agree to take all steps and provide all necessary consents or documents to enable and ensure that the Developer is provided the construction finance or loan. The loans and/or finance shall be used by the Developer only in the construction of the Building Complex and otherwise in respect of the Project. The Developer shall indemnify and keep the Owners fully indemnified against any loss damage cost claim action or proceeding suffered by the First Owners or the Second Owners owing to any delay or default in the repayment of the amounts and dues against any such mortgage by the Developer. The First Owners and the Second Owners agree from time to time to provide

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consents, confirmations, no objections or other documents as may be required for the creation of such mortgage or charge by the Developer and also agree to sign necessary loan and/or other agreements and power(s) of attorney with the bankers or financiers in connection with the above. The Owners shall not be entitled to obtain any loans and finance from any Banks and/or the Financial Institutions and/or Non-Banking Financial Companies and/or Recognized Foreign Direct Investors and/or REIT by mortgaging and charging their share in the Realization from the Subject Property.

- 16.7. **INDEMNITY BY FIRST OWNERS:** At all times hereafter the First Owners hereto shall indemnify and agree to keep the Developer, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due to any representation of the First Owners being found to be false or misleading 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 First Owners.
- 16.8. **INDEMNITY BY SECOND OWNERS:** At all times hereafter the Second Owners hereto shall indemnify and agree to keep the Developer, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due to any representation of the Second Owners being found to be false or misleading 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 Second Owners.
- 16.9. **INDEMNITY BY FACILITATORS:** At all times hereafter the Facilitators hereto shall indemnify and agree to keep the Developer, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due to any representation of the Facilitators being found to be false or misleading 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 Facilitators.
- 16.10. **INDEMNITY BY DEVELOPER:** At all times hereafter the Developer hereto shall indemnify and agree to keep the First Owners and the Second Owners, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by any of them and arising due to any representation of the Developer being found to be false or misleading 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.
- 16.11. **NO PARTNERSHIP OR AOP:** The Owners, the Developer and the Facilitators 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.

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- 16.12. **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 occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.
- 16.13. **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.
- 16.14. **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 for any invalid or unenforceable provision 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.
- 16.15. **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.
- 16.16. **EXECUTION IN TRIPLICATE:** This Agreement is being executed in triplicate, and the original shall be retained by the Developer and duplicate and triplicate copy by the First Owners and the Second Owners.
17. **DEFAULTS:**
- 17.1. **DEFAULTS OF OWNERS:** In addition to and without prejudice to the other consequences of defaults as stipulated elsewhere herein it is expressly agreed that in case the First Owners and/or the Second Owners fail and/or neglect to comply with any of their respective obligations mentioned in this Agreement in the manner or within the period stipulated therefor, then the Developer shall give a notice to the defaulting Owners thereabout and in case the defaulting Owners fail to remedy the delay, default or breach within 30 days of receiving such notice, the defaulting Owners shall be liable to pay to the Developer interest as per clause 17.1.3 hereto and without affecting the said liability of the defaulting Owners to pay such interest, the Developer shall be entitled to take any one or more of the following recourses in any priority or order as the Developer shall deem fit and proper:-
- (i) To itself try and attempt the compliance of the obligation under default, at the cost and expense of the First Owners and/or the Second Owners (as the case may be) and by paying such amounts and in such manner and on such terms and conditions as the Developer may deem fit and proper and without being liable to the Owners for the result of such attempt. The period taken for such attempt or the compliance

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pursuant to such attempt shall automatically be added to the Time for Construction granted to the Developer.

- (ii) To exclude the portion or portions as may be the subject matter of such default from being part of the Subject Property and to continue the Project in the balance portion. In case of any such exclusion, the Subject Property shall be varied accordingly.
- (iii) To sue the First Owners and/or the Second Owners for specific performance of the contract.
- (iv) To cancel the contract envisaged herein in respect of whole or part of the Subject Property and in such event the consequences of Cancellation as envisaged in Clause 17.2 shall be followed.

17.1.2 In connection with the provisions of clause 17.1 hereinabove, it is agreed by the parties that in case of the Facilitators or any of them fail and/or neglect to comply with their obligations hereunder, then without affecting any other consequences elsewhere hereinstated without affecting any right of action against the Facilitators (including to sue them for specific performance and/or damages), such failure and/or neglect shall be deemed to be and construed to be the failure and/or neglect of the Second Owners for the purposes of clauses 17.1 and 17.2 and sub-clauses hereto.

17.1.3 The interest as contemplated in clause 17.1 above shall, in case of there being or arising injunction, status quo, stoppage, stay or other non compliance affecting the progress or activity at the Project including sanction or construction or Transfers in respect of Building Complex, be calculated @15% per annum or part thereof on all amounts paid or incurred until then by the Developer on the Project and be payable for the affected period. Furthermore, no interest shall be payable in case of the event of delay or default being remedied by the concerned Owners to the satisfaction of the Developer within 60 days of the occurrence of the same coming to the knowledge of the concerned Owners or any of them either directly or by notice in writing given by the Developer or any other party hereto to the concerned Owners or any of them.

17.1.4 If the Developer claims interest by resorting to a reason falling within the expression 'other non compliance' used in clause 17.1.3 and the Owners do not agree with the same, the decision of the Arbitration Tribunal on the said question shall be final and binding on the parties.

17.2. **EFFECTS OF DEVELOPER CARRYING OUT OBLIGATION OF OWNERS:** In case of the Developer attempting the compliance of the obligation of the defaulting Owners under default, the amounts, costs and expenses paid or incurred by the Developer shall be the liability of the defaulting Owners exclusively and the Developer shall have a lien on the Owners' Allocation of the defaulting Owners for such amount until adjustment as hereinafter contained. The amount and interest shall be adjustable firstly out of the share of Realizations receivable by the defaulting Owners and the Owners and the Developer shall instruct the Bankers for necessary adjustment of the same and any residue shall be adjustable against the Contingent Residual Areas of the defaulting Owners.

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- 17.3. **CONSEQUENCES OF CANCELLATION:** In case the Developer cancels this Agreement, then notwithstanding anything elsewhere to the contrary contained in this Agreement the following consequences shall apply:
- 17.3.1 Any cancellation affecting part of the Subject Property shall not affect the continuance of this Agreement in respect of the remaining parts of the Subject Property.
- 17.3.2 Any amount received by either the First Owners or the Second Owners or the Developer from the Transferees and required to be refunded owing to cancellation, shall be refunded by the recipient parties respectively and the defaulting Owners shall be liable for all and any other claims of the Transferees.
- 17.3.3 The entire Security Deposit and all other amounts on any account paid or incurred by the Developer on the Subject Property including on its planning or development or Transfer or otherwise together with interest@ 15% (fifteen percent) per annum thereto shall immediately and in any event within 60 (sixty) days of being demanded by the Developer, become refundable by the respective Owners to the Developer and any other compensation and damages payable to the Developer or to any other person shall be paid by the defaulting Owners and in addition thereto all amounts paid by the Developer to the Facilitators together with interest at the aforesaid rate shall be also be payable by the Second Owners alongwith other amounts payable as aforesaid.
- 17.3.4 Nothing contained in the last preceding sub-clauses shall affect the other rights and remedies of the Developer.
- 17.4. **DEFAULTS OF DEVELOPER:** In case the Owners comply with and/or are ready and willing to carry out their obligations as stated herein and the Developer without being prevented by any Force Majeure event fails and/or neglects to construct and issue Notice of Completion of the New Building to the concerned Owners within the time periods (including grace periods) mentioned in this Agreement then the concerned Owners shall give a notice to the Developer thereabout and in case the Developer fails to remedy the same within 30 days of receiving such notice, then and in that event, till such time the Developer complies with the same, the Developer shall be liable to pay to the First Owners a sum of Rs.8,00,000/- (Rupees eight lacs) only per month and to the Second Owners a sum of Rs.12,00,0000/- (Rupees twelve lacs) only per month as compensation, and the concerned Owners shall also be at liberty to sue the Developer for specific performance of the contract.
- 17.5. **CLARIFICATION :** For removal of doubts it is clarified that the consequences mentioned in clause 17.1 to 17.4 hereto shall not affect the operation of clauses relating to change of Agreed Ratio relating to the guarantees and any recoveries/adjustments from and out of the Second Owners' Realization Share due to defaults of the Facilitators as contemplated in Clause 14.2.6 of this Agreement.
- 17.6. **RESTRICTION ON FACILITATORS:** In view of the peculiar nature of the transaction envisaged herein and the obligations of the Facilitators being integral and intervenen, this

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Agreement cannot be cancelled or exited by the Facilitators under any circumstances and no damages or compensation shall be claimed by the Facilitators under any circumstances.

17.7. **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.

17.8. **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 ~~Second~~ ^{other} Party at any time. Furthermore, the liability of the ~~First~~ ^{defaulting} Party to pay interest at the rate and in terms of the other Clauses of this agreement shall continue for the entire duration until payment/repayment of the entire dues irrespective of the exercise of the other remedies by the ~~defaulting~~ ^{other} party and without affecting the other liabilities of the defaulting party hereunder.

18. **ACQUISITION AND REQUISITION:**

18.1. Except as contained in clause 18.2 hereto, in case the Subject Property and/or any portion thereof is acquired or is requisitioned by the Government or any other Appropriate Authorities hereafter but before construction of the New Building and issuance of Completion Certificate thereof by the Architect, then in that event the Owners and the Developer shall contest and challenge such acquisition. If however, acquisition or requisition becomes inevitable, then the Developer shall have the following options:-

- i) **Either** to exclude the portion or portions as may be the subject matter of such acquisition or requisition from being part of the Subject Property and to continue the Project in the balance portion. In case of any such exclusion, the Subject Property shall be varied correspondingly and the Owner's Allocation and the Developer's Allocation shall be varied pro-rata and the compensation received in respect of the acquisition or requisition of the acquired portion shall belong to the Owners and the Developer in the Agreed Ratio.
- ii) **Or** to cancel this agreement in its entirety in which event the Consequences of Cancellation mentioned in Clause 17.3.2 and 17.3.3 shall apply. The compensation received/receivable by the Owners shall be charged towards the amounts receivable or recoverable by the Developer.

18.2. **Acquisition and Requisition after completion of the New Building:** In case the Subject Property is acquired or requisitioned after construction of the Designated Building, then in that event the respective Transferees and allottee parties (including the Owners and the Developer hereto for unsold areas) shall directly contest the acquisition or requisition proceeding and any compensation in respect of the respective areas shall belong to them respectively and otherwise proportionately.

19. **NOTICES:** Except as otherwise specifically mentioned herein, 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 despatch 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

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registered speed post without the same being served. Notice to Owners shall always be deemed to be a sufficient notice to Owners herein. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid. A copy of any notice sent by any party to the other party shall also be sent by email. For the purpose of this clause the email id of the parties would be as follows:

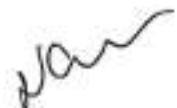
First Owners	nakul@ideal.in
Second Owners	mukesh.agarwal@ideal.in
Developer	vkajaria@diamondgroupweb.com
First Facilitator	mukesh.agarwal@ideal.in
Second Facilitators	mukesh.agarwal@ideal.in

20. **ARBITRATION:** In case there arises any dispute or difference between the parties, the same shall at first be attempted to be reconciled through the process of mediation and each party shall provide its best efforts in such reconciliation.
- 20.1. If any dispute or difference is not reconciled through mediation as aforesaid, then all such disputes or differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/ or the Subject Property or determination of any liability shall be referred to arbitration 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 or enactment for the time being in force. In connection with the said arbitration, the parties have agreed and declared as follows:
- 20.1.1 In case the Arbitration Tribunal shall consist of three persons, then the Developer shall nominate one person, the Second Owners shall nominate one person and the third person shall be appointed by appropriate Court having jurisdiction.
- 20.1.2 The Arbitration Tribunal shall have summary powers and will be entitled to lay down their own procedure.
- 20.1.3 The Arbitration Tribunal will be at liberty to give interim orders and/or directions.
- 20.1.4 The Arbitration Tribunal shall be entitled to rely on oral submissions made by the parties and to pass awards and/or directions based on such oral submissions.
- 20.1.5 The seat of arbitration shall be Kolkata alone and the language used shall be English alone.
- 20.2. **JURISDICTION:** Only the Courts within the Jurisdiction of the Calcutta High Court and those having territorial jurisdiction over the Subject Property shall have the jurisdiction to

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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.

PART-IV # SCHEDULES

21. THE FIRST SCHEDULE ABOVE REFERRED TO: PART-I # Subject Property #

- 21.1. **ALL THAT** piece and parcel of land containing an area of 443.8047 satak or 4.438047 acre more or less comprised in divided and demarcated portions of L.R. Dag Nos. 490, 542, 544, 545, 546, 548, 549, 550, 551, 552, 553, 554, 555, 560, 561 and 562 (as described below) in in Mouza – Mahishbathan, J.L. No. 18 and L.R. Dag Nos. 918 and 929 (as described below) in Mouza Thakdari, J.L. No. 19, Police Station Electronics Complex (formerly Bidhannagar East and theretofore Rajarhat), within the Bidhannagar Municipal Corporation in the District of North 24 Parganas:-

RS Dag Number	LR Dag and Khatian Number	Total Area in Dag	Area of Dag being subject matter of development
Dag No. 490	Dag No. 490 recorded in Khatian Nos. 1980, 1979, 1422, 1974, 1978 and 1981	7.30 acre	0.403 acre
Dag No. 542	Dag No. 542 recorded in Khatian Nos. 1781, 2043 and 1782	0.58 acre	0.1867 acre
Dag No. 544	Dag No. 544 recorded in Khatian Nos. 2014, 2016, 1280, 1800, 1966 and 1279	0.50 acre	0.496318 acre
Dag No. 545	Dag No. 545 recorded in Khatian Nos. 1782, 1780, 1799, 2041, 1279, 1779, 1760, 2038, 1800, 1416 and 1417	0.50 acre	0.473746 acre
Dag No. 546	Dag No. 546 recorded in Khatian Nos. 1218, 2015, 2039 and 1752	0.58 acre	0.2499 acre
Dag No. 548	Dag No. 548 recorded in Khatian Nos. 1198, 1259, 1764, 1780 and 2038	0.41 acre	0.204962 acre
Dag No. 549	Dag No. 549 recorded in Khatian No. 1198	0.11 acre	0.01222 acre
Dag No. 550	Dag No. 550 recorded in Khatian No. 1887	0.04 acre	0.01 acre

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Dag No. 551	Dag No. 551 recorded in Khatian No. 1885	0.11 acre	0.0275 acre
Dag No. 552	Dag No. 552 recorded in Khatian Nos. 1889 and 1891	0.22 acre	0.0699 acre
Dag No. 553	Dag No. 553 recorded in Khatian Nos. 1886 and 1888	0.22 acre	0.0799 acre
Dag No. 554	Dag No. 554 recorded in Khatian Nos. 2113, 2036 and 2037	0.18 acre	0.14565 acre
Dag No. 555	Dag No. 555 recorded in Khatian Nos. 1781, 1782, 1780, 2041 and 1259	0.67 acre	0.413241 acre
Dag No. 560	Dag No. 560 recorded in Khatian Nos. 1320 and 2112	0.14 acre	0.14 acre
Dag No. 561	Dag No. 561 recorded in Khatian Nos. 1892, 1416, 1417 and 1752	0.61 acre	0.21564 acre
Dag No. 562	Dag No. 562 recorded in Khatian Nos. 1862, 1861, 2007, 2006, 1863, 1864, 1860, 1859 and 1858	0.27 acre	0.2314 acre
Dag No. 918	Dag No. 918 recorded in Khatian Nos. 688, 685, 686, 689, 720, 722, 721 and 723	2.54 acre	0.92388 acre
Dag No. 929	Dag No. 929 recorded in Khatian Nos. 682, 683 and 696	0.53 acre	0.15409 acre
		Total:-	4.438047 acre

The Subject Property is delineated in the plan annexed hereto duly bordered thereon in "RED" and the same is butted and bounded as follows.

- Leading to Polesait Road (Machibattam)*
- Nan*
- On the North: Partly by each of Public Road, IAVC Complex, Dag No. 547, 548 and 542;
- On the South: Partly by each of Dag Nos. 928, 929, 555, 554, 562, 561, 532, 544, 543, 542, 545, 546 and, 567 and partly by IAVC Complex;
- On the East: Partly by each of Public Road, IAVC Complex and Dag Nos. 554, 557, 558, 559, 562, 548, 547, 561 and 928, and;
- On the West: Partly by each of IAVC Complex, Dag Nos. 929, 555, 554, 561, 544, 541, 542, 543, 545 and 567;

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21.2. **OR HOWSOEVER OTHERWISE** the Subject Property now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished. **BE IT MENTIONED** that the total constructed area at the Subject Property which contains several old residential rooms and structures, with cemented flooring, is admeasuring 3900 square feet more or less. Be it further mentioned that the portions of R.S. and L.R. Dag Nos. 542, 545, 546 and 548 forming part of the Subject Property with the classification of Pukur will be retained as Pukur unless converted.

PART-II# FIRST OWNERS' PROPERTY

ALL THAT piece and parcel of land containing an area of 265.3911 satak or 2.653911 acre more or less comprised in divided and demarcated portions of L.R. Dag Nos. 490, 549, 550, 551, 552, 553, 554, 555, 560, 561 and 562 (as described below) in Mouza – Mahishbathan, J.L. No. 18 and L.R. Dag Nos. 918 and 929 (as described below) in Mouza Thakdari, J.L. No. 19, Police Station Electronics Complex (formerly Bidhannagar East and theretofore Rajarhat), within the Bidhannagar Municipal Corporation in the District of North 24 Parganas:

SI No.	Name of First Owner	Area in satak	L.R. Dags (full or part)	L.R. Khatian	Internal percentage in Agreed Ratio
I	II	III	IV	V	VI
i.	EMPEROR HOUSING PRIVATE LIMITED	10	490	1980	3.77%
ii.	EMPEROR INFRANIRMAN PRIVATE LIMITED	10	490	1979	3.77%
iii.	AQUAVIEW PROJECTS PRIVATE LIMITED (formerly Ideal Canopy Projects Private Limited)	9.02	490	1422	3.40%
iv.	EMPEROR HEIGHTS PRIVATE LIMITED	9.18	490 (8.18 satak), 562 (1 satak)	1974, 1858	3.46%
v.	EMPEROR APPARTMENTS PRIVATE LIMITED	1.55	490	1978	0.58%
vi.	EMPEROR MANSSION PRIVATE LIMITED	1.55	490	1981	0.58%

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vii.	(SMT.) DIVYA HIMATSINGKA	1.222	549	1198	0.46%
viii.	EMPEROR ABASAN PRIVATE LIMITED	1	550	1887	0.38%
ix.	EMPEROR AWAS PRIVATE LIMITED	2.75	551	1885	1.04%
x.	EMPEROR COMPLEX PRIVATE LIMITED	7.025	552 (3.495 satak), 562 (3.53 satak)	1889, 1861	2.65%
xi.	EMPEROR ENCLAVE PRIVATE LIMITED	7.495	552 (3.495 satak), 562 (4 satak)	1891, 1862	2.82%
xii.	EMPEROR HIRISE PRIVATE LIMITED	3.995	553	1888	1.51%
xiii.	EMPEROR HOMES PRIVATE LIMITED	3.995	553	1886	1.51%
xiv.	EXULT TOWERS PRIVATE LIMITED	8.935	554 (5.63 satak), 562 (3.305 satak)	2037, 2006	3.37%
xv.	EXULT PROPERTY DEVELOPERS PRIVATE LIMITED	12.24	554 (8.935 satak), 562 (3.305 satak)	2036, 2113, 2007	4.61%
xvi.	EMPEROR PROMOTERS PRIVATE LIMITED	6	555	2041	2.26%
xvii.	IDEAL AWAS PRIVATE LIMITED	3.2661	555	1259	1.23%
xviii.	EXULT DEVCON PRIVATE LIMITED	10.686	555	1781	4.03%
xix.	EXULT REALCON PRIVATE LIMITED	10.686	555	1782	4.03%

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xx.	IDEAL GARDENS SERVICES PRIVATE LIMITED	10.686	555	1780	4.03%
xxi.	IDEAL INFRACON PRIVATE LIMITED	11.55	560	1320	4.35%
xxii.	GREENVIEW INFRAPROPERTIES PRIVATE LIMITED	2.45	560	2112	0.92%
xxiii.	IDEAL NICE PLAZA PRIVATE LIMITED	2	562	1859	0.75%
xxiv.	IDEAL NIWAS PRIVATE LIMITED	2	562	1860	0.75%
xxv.	IDEAL SILVERLINE BUILDCON PRIVATE LIMITED	2	562	1863	0.75%
xxvi.	IDEAL ORCHID NIRMAN PRIVATE LIMITED	2	562	1864	0.75%
xxvii.	EXULT LEISURE PRIVATE LIMITED	11.25	918	721	4.24%
xxviii.	EXULT INN PRIVATE LIMITED	11.25	918	722	4.24%
xxix.	EXULT HOSPITALITY PRIVATE LIMITED	11.25	918	720	4.24%
xxx.	EXULT COTTAGE PRIVATE LIMITED	11.25	918	723	4.24%
xxxi.	IDEAL ESTATES PRIVATE LIMITED	12.06	918	688	4.54%
xxxii.	EXULT ACCOMMODATION PRIVATE LIMITED	11.776	918	689	4.44%
xxxiii.	EXULT BOARDING HOUSE	11.776	918	685	4.44%

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	PRIVATE LIMITED				
xxiv.	EXULT GUEST HOUSE PRIVATE LIMITED	11.776	918	686	4.44%
xxv.	EXULT LODGING PRIVATE LIMITED	6.187	929	682	2.33%
xxvi.	EXULT RESORT PRIVATE LIMITED	6.187	929	683	2.33%
xvii.	ANJANI PROPERTIES PRIVATE LIMITED	3.035	929	696	1.14%
xviii.	IDEAL GRACE INFRACON PRIVATE LIMITED	4.313	561	1417	1.62%
		265.3911			

PART-III# SECOND OWNERS' PROPERTY

ALL THAT piece and parcel of land containing an area of 178.4136 satak or 1.784136 acre more or less comprised in divided and demarcated portions of L.R. Dag Nos. 542, 544, 545, 546, 548 and 561 (as described below) in Mouza – Mahishbathan, J.L. No. 18, Police Station Electronics Complex (formerly Bidhannagar East and theretofore Rajarhat), within the Bidhannagar Municipal Corporation in the District of North 24 Parganas:

Sl No.	Name of Second Owner	Area in Satak	L.R. Dags (full or part)	L.R. Khatian	Internal percentage in Agreed Ratio
I	II	III	IV	V	VI
i.	EXULT DEVCON PRIVATE LIMITED	11.14	542	1781	6.24%
ii.	EXULT REALCON PRIVATE LIMITED	11.24	542 (1.24 satak), 545 (10 satak)	1782	6.30%

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iii.	EMPEROR RESIDENCY PRIVATE LIMITED	6.29	542	2043	3.53%
iv.	EMPEROR NIKETAN PRIVATE LIMITED	10	544	2014	5.60%
v.	EMPEROR INFRAREALTORS PRIVATE LIMITED	10	544	2016	5.60%
vi.	IDEAL DEVCON PRIVATE LIMITED	9.9	544	1280	5.55%
vii.	IDEAL INFRABUILD PRIVATE LIMITED	9.9448	544 (9.3318 satak), 545 (0.613 satak)	1800	5.57%
viii.	EMPEROR REALCON PRIVATE LIMITED	7.3	544 (5.45 satak), 545 (1.36 satak), 548 (0.49 satak)	1966, 2038	4.09%
ix.	IDEAL REALCON PRIVATE LIMITED	9.9	544 (4.95 satak), 545 (4.95 satak)	1279	5.55%
x.	IDEAL INFRALOGISTICS PRIVATE LIMITED	7.9856	545	1799	4.48%
xi.	EMPEROR PROMOTERS PRIVATE LIMITED	5.993	545	2041	3.36%
xii.	IDEAL RICE PROJECTS PRIVATE LIMITED	4.006	545	1779	2.25%
xiii.	GREENVIEW NIWAS PRIVATE LIMITED	2.92	545	1760	1.64%
xiv.	IDEAL ABASAN PRIVATE LIMITED	4.613	545 (0.3 satak), 561 (4.313 satak)	1416	2.59%

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