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



30 JAN 2026

ADDITIONAL REGISTRAR OF ASSURANCES-II, KOLKATA

[Signature]
 Additional Registrar
 of Assurances II Kolkata

This Development Agreement made this the 30th day of January, 2026 ("Agreement")

PRIMARC PROJECTS PRIVATE LIMITED

Rubaba Ali
Authorised Signatory

007988

- 5 JAN 2026

No. Rs. Date.....
Sold to - S. CHAKRABORTY (Adv.)
of-Alipore Judges Court, Kolkata-27



Samiran Das
Stamp Vendor
Alipore Police Court, Kolkata-27

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ADDITIONAL REGISTRAR
OF ASSURANCE - KOLKATA

30 JAN 2026

Between

(1) **Poddar Udyog Limited** [CIN: L51109WB1981PLC033606 and PAN: AACCP2896G], a Public Limited company, incorporated under the Companies Act, 1956 & 2013, having its registered office at 31 B.B.D BAG (SOUTH), Police Station: Hare Street & Post Office GPO, Kolkata- 700 001 (2) **Axiom Enclave LLP (formerly known as Axiom Enclave Private Limited)** [LLPIN: ACS-4525 and PAN: ACLFA9421C], (3) **Disha Enclave LLP (formerly known as Disha Enclave Private Limited)** [LLPIN: ACS-6015 and PAN: AAYFD9709R], (4) **Evernew Highrise LLP (formerly known as Evernew Highrise Private Limited)** [LLPIN: ACS-4529 and PAN: AAMFE5159Q], (5) **Liberal Developers LLP (formerly known as Liberal Developers Private Limited)** [LLPIN: ACS-3181 and PAN: AAMFL7385B], (6) **Platinum Infracon LLP (formerly known as Platinum Infracon Private Limited)** [LLPIN: ACS-4521 and PAN: ABIFP3414E], (7) **Premium Promoters LLP (formerly known as Premium Promoters Private Limited)** [LLPIN: ACS-4531 and PAN: ABIFP3416G], (8) **Presidency Niwas LLP (formerly known as Presidency Niwas Private Limited)** [LLPIN: ACS-4520 and PAN: ABIFP3413D] and (9) **Suhana Piazza LLP (formerly known as Suhana Piazza Private Limited)** [LLPIN: ACS-2964 and PAN: AFTFS4848A], (2) to (9) are all limited liability partnerships within the meaning of the Limited Liability Partnership Act, 2008, all having their respective registered office at Hongkong House, 31 B. B. D. Bagh (S), Kolkata - 700 001, Police Station Hare Street, Post Office G.P.O., each of the above represented by its authorized signatory Mr. Mangi Lal Surana (PAN: AJJPS7692C and Aadhar No. 4521 5734 0816), son of Late Sukh Lal Surana, working for gain at Hongkong House, 1st floor, 31, B.B.D Bagh (South), Kolkata - 700 001, Police Station Hare Street, Post Office G.P.O., collectively hereinafter referred to as the "Owners" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include each of their respective successors-in-interest and/or assigns) of the **One Part**

And

Primarc Projects Private Limited (CIN: U74140WB2006PTC107474 and PAN: AADCP8058P), a company within the meaning of the Companies Act, 2013, having its registered office at "Primarc Square", LA-1, Salt Lake City, Sector - III, Bidhan Nagar, Sai Complex, Kolkata - 700 098, Post Office Bidhannagar Sai Complex, Police Station Bidhannagar (East), represented by its Authorised Signatory, Ms. Rubaba Ali, daughter of Dr. Kabir Rashid, (PAN: ADMPA7692K and Aadhar No. 4722 1842 0198), working for gain at "Primarc

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Square", LA-1, Salt Lake City, Sector - III, Bidhan Nagar, Sai Complex, Kolkata - 700 098, Post Office Bidhannagar Sai Complex, Police Station Bidhannagar (East), hereinafter referred to as the "**Developer**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and comprise of only the said Primarc Projects Private Limited and its successors-in-interest) of the **Other Part**:

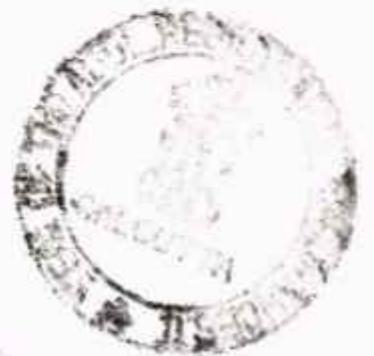
"**Parties**" shall mean collectively the "**Owners**" and the "**Developer**", and "**Party**" shall mean the "**Owners**" (collectively) or the "**Developer**" individually, as the case may be.

Whereas:

- A. By virtue of the Devolution of Title (as set out in **Schedule B** hereto), the Owners herein became and are the co-owners of All That the piece and parcel of land admeasuring 52 Cottahs, 11 Chittack more or less together with the structures standing thereon, comprised in a part of RS/LR Dag No. 2752, appertaining to C.S Khatian No. 112, R.S. Khatian No. 2233, LR Khatian Nos. 3401 to 3408, 3415, J.L. No. 13, within Mouza Kasba, since known and numbered as Premises No. 203, Salil Chowdhury Sarani (prior thereto known as Rajdanga Road), Kolkata - 700 107 (previously Kolkata - 700 078), Police Station Kasba, within the limits of Ward No. 107 of the Kolkata Municipal Corporation, more fully described in **Schedule A** hereunder written ("**Property**").
- B. The Owners being desirous of commercially exploiting the Property and the Developer herein being engaged in the business of real estate development and construction, the Parties hereto have mutually agreed that in lieu of the consideration recorded in this Agreement, the Developer shall, at its own cost, expense, undertake, execute and complete the designing, planning, development, construction and alienation of the Project but subject to and only on the mutually agreed terms and conditions recorded in this Agreement.
- C. The Parties are thus desirous of executing this Agreement to record their mutual understanding, rights and obligations in respect of the Property and the Project intended to be developed thereon.

Now Therefore, in consideration of the mutual covenants, terms and conditions and understanding set forth in this Agreement and other good and valuable consideration (the sufficiency whereof is hereby mutually acknowledged), the Parties, with the intent to be legally bound, hereby covenant and agree as follows:

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1. **Definitions and Principles of Interpretation:**

- 1.1 In addition to the other terms defined in the nomenclature, the Recitals and the body/operative part of this Agreement by inclusion in quotations and/or parenthesis, each of the following terms when used in this Agreement shall, unless the context otherwise requires, have the meaning respectively ascribed to each of them as hereunder:

"Additional Floor Area" shall have the meaning ascribed to such term in Clause 3.3 herein;

"Agreement" shall mean this Agreement along with all the Schedules stated herein and all instruments supplemental to or in amendment or furtherance or confirmation of this Agreement, entered into in writing by and between the Parties hereto, in accordance with the terms contained herein, whether by way of letter(s) and/or memorandum(a) of understanding and/or agreement(s);

"Affected Party" shall mean a Party adversely affected or in any manner prejudiced by the breach and/or failure in compliance by any other Party of any term, condition, obligation and/or clause as stated in this Agreement including claiming an event to be a Force Majeure Event;

"Affiliate" shall mean, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by or under common Control of such Person;

"Agreed Plan" shall have the meaning ascribed to such term in Clause 4.2.3(b) herein;

"Allocations" shall have the meaning ascribed to such term in Clause 9.6 herein;

"Applicable Law(s)" shall mean and include all applicable Indian statutes, laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees, binding actions and all other requirements or directives of any Governmental Authority or Person/authority acting under any Governmental Authority and/or of any statutory authority in India, including all their amendments and/or modifications, applicable to or having a bearing on this Agreement and/or its purport and intent as on the date of Execution of this Agreement or thereafter.

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"Approvals & Permits" shall have the meaning ascribed to such term in Clause 4.2.3(c) herein;

"Architects" shall have the meaning ascribed to such term in Clause 4.2.3(a) herein;

"Association" shall mean the entity of such nature, composition, constituents, structure etc. as mutually determined by the Developer and the Owners comprising inter alia of the Intending Transferees in the manner as required under RERA and/or the prevailing Applicable Laws and formed by the Developer, to be entrusted *inter alia* with the maintenance, management, upkeep and administration of the Project and such other roles, responsibilities and obligations as may be determined by the Owners and the Developer;

"Building(s)" shall mean the new building or buildings to be constructed on the Property by the Developer in pursuance of this Agreement as a part of the Project;

"Common Areas" shall mean the areas, parts and portions of the Project and the installations and facilities thereafter thereat expressed or intended by the Parties for common use of the Owners, the Developer and the Intending Transferees and/or for sections of the Intending Transferees on block-wise and/or user-wise and/or other basis and in such a manner and to such extent as per RERA.

"Common Expenses" shall include all costs and expenses for the maintenance and management of the Common Areas including the proportionate share of the Rates & Taxes and Other Outgoings in respect of the Property and the Common Areas, each as mutually determined and allocated by the Parties in writing;

"Completion and/or Occupancy Certificate" shall mean the final certificate issued by the Kolkata Municipal Corporation certifying construction and completion of the Project in terms of the Sanctioned Plan;

"Completion Date" shall mean the date on which the final completion and/or Occupancy certificate is issued by the Kolkata Municipal Corporation certifying construction and completion of the Project in terms of the Sanctioned Plan and/or approved modifications thereof as defined in Clause 4.2.3(d).

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"Control" together with its grammatical variations, when used with respect to any Person, shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a Person or Persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements or in any other manner;

"EDC (Extra Charges and Deposits) and Other Charges" shall mean and comprise of: (i) the goods and services tax (GST) and/or other applicable Taxes on the Realizations; and (ii) the Extra Charges; and (iii) Deposits;

"EDC and Other Charges Account" shall have the meaning ascribed to such term in Clause 7.5 herein;

"Deposits" shall mean each of the various/several amounts levied/charged/imposed/received by the Developer from an Intending Transferee as interest free deposits and/or as sinking funds and/or corpus deposits towards/for each of the several heads/accounts as stipulated in **Schedule D** hereunder written;

"Developer's Allocation" shall have the meaning ascribed to such term in Clause 9.6 herein;

"Developer's Event of Default and Consequences" shall have the meaning ascribed to such term in Clause 12.3 herein;

"Developer's Share" shall have the meaning ascribed to such term in Clause 3.2 (i) herein.;

"Developer's Team" shall have the meaning ascribed to such term in Clause 4.2.3(a) herein;

"Devolution of Title" shall mean the mode and manner in which the right, title and interest in/over the Property devolved upon and/or was acquired by the Owners, as more specifically described in **Schedule B** hereunder written;

"Disclosing Party" shall have the meaning ascribed to such term in Clause 14.2 herein;

"Distribution Account" shall have the meaning ascribed to such term in Clause 7.2 herein;

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"Developers' Indemnified Parties" shall mean the respective directors, officers, representatives, employees, personnel and agents of the Developer's herein;

"Encumbrance" shall mean any encumbrance, mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment by way of collateral, deed of trust, title retention, claims, conditions, security interest or other encumbrance of any kind securing, or conferring any right to or priority of payment in respect of, any obligation of any Person, including without limitation, any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security; (ii) any power of attorney, agreement, interest or option in favour of any Person in respect of the Property; and/or (iii) any adverse claim as to title, possession or use, including *lis pendens*, attachments, leases, tenancies, occupancy rights, licences, uses, trusts, *wakf*;

"Mortgage" shall mean the equitable mortgage by deposit of Title Deeds and/or by registered mortgage created by the Owners in favour of the Lender in pursuance of but subject to the provisions of Clause 8 herein;

"Execution Date" shall mean the date of execution of this Agreement;

"Extra Charges" shall mean each of the extra amounts, costs, charges, fees and expenses levied and/or imposed and/or received/collected by the Developer in a separate account from any Intending Transferee and/or any reimbursements received from an Intending Transferee by the Developer towards each of the several heads/ accounts detailed in **Schedule C** hereunder written along with applicable taxes.

"Force Majeure Event" in relation to a Party shall be limited only to the following provided that the same: (a) directly affects the Property and the development of the Project thereon, (b) is beyond the reasonable control of the Affected Party that could not reasonably have been expected to occur, (c) to the extent applicable, has not been caused and/or occasioned by any act of commission and/or omission of/by the Affected Party and/or the men, servants, agents, employees, personnel etc. of the Affected Party, (d) the occurrence whereof makes it impossible or illegal for the Affected Party to perform its obligations under this Agreement, and (e) which event or circumstance continues for minimum period of 30 (thirty) days:

- i) fire, earthquake, cyclone, typhoon, floods (excluding water logging);

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- ii) pandemics or any other major calamity caused by nature provided that the same results in the stoppage or suspension of work/construction as a consequence of orders/directions from any Central or State Government and/or any Governmental Authority;
- iii) act of war, invasion, act of foreign enemies;
- iv) act of terrorism, riots or civil commotion, and insurgency;
- v) any judicial pronouncement, Court order or injunction order or other order of or any restrictions imposed/ passed by any court of competent jurisdiction or statutory authority in India or any Governmental Authority against the Affected Party in any proceedings for reasons other than failure of the Affected Party to comply with any Applicable Law, building rules and regulations or the Approvals & Permits or on account of breach thereof or breach of any contract and/or this Agreement and/or in exercise of any of its rights under this Agreement;

"Governmental Authority(ies)" shall mean: (a) the Government of West Bengal; and/or (b) any governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity exercising powers conferred by Applicable Law; and/or (c) any central, national, state, city, municipal or local government, governmental authority; and/or (d) any agency or instrumentality of any of the authorities referred to in (c) above; and/or (e) any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations, standards, requirements, procedures or orders of such authority, body or other organization have the force of law; and/or (f) any competent court or tribunal;

"Information" shall have the meaning ascribed to such term in Clause 14.1 herein;

"Intending Transferee" shall mean any Person intending to acquire in any nature or manner the right, title or interest in and/or permission to use any Transferable Area and/or any part or portion of the Project;

"KMC Act & Rules" shall mean the Kolkata Municipal Corporation Act, 1980 read with the Kolkata Municipal Corporation Building Rules, 2009, subsisting on the Execution Date;

"Lender" shall mean only any bank (private or public or scheduled) or financial institution or non-banking financial corporation as approved by and/or registered with the Reserve Bank of India for the said purpose;

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"Revenue" shall mean each of the amounts comprised in the Realizations from the Project and any amount refunded/paid and/or agreed to be refunded/paid to any Intending Transferee from the amounts received from the Intending Transferee and shall exclude from the Realization, amounts towards (i) the goods and services tax (GST) and/or other applicable Taxes on the Realizations; and (ii) the Extra Charges; and (iii) Deposits;

"Revenue Sharing Ratio" shall mean the ratio of sharing of the Revenue between the Owners and the Developer, being 50% (fifty percent) each;

"Non-Disclosing Party" shall have the meaning ascribed to such term in Clause 14.2 herein;

"Other Outgoings" shall mean all rates, taxes, duties, cess, fees, levies, water tax, electricity charges, any public or further or other outgoings or impositions by whatever name called, payable under any existing Applicable Laws or which may become payable by any new enactment in respect of, concerning or connected to the Property and the development thereon including without limitation, each together with the applicable Taxes, if any, as also the interest and penalty thereon if any;

"Owners' Allocation" shall have the meaning ascribed to such term in Clause 9.6 herein;

"Owners' Authorized Representative" shall have the meaning ascribed to such term in Clause 6.2 herein;

"Owners' Event of Default and Consequences" shall have the meaning ascribed to such term in Clause 12.2 herein;

"Owners' Indemnified Parties" shall mean the respective, shareholders / partners, directors, officers, representatives, employees, personnel and agents of each of the Owner's herein;

"Owners' Share" shall have the meaning ascribed to such term in Clause 3.1(ii) herein;

"Party Taxes" shall mean and include all taxes, levies, duties, cess, charges and the like payable by each Party in respect of their respective businesses, assets and properties (save the Property) and employees, personnel, etc.

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including but not limited to income tax, capital gains tax, goods and service tax, wealth tax, employment related statutory payments, payroll tax, occupation tax, governmental charges, fees, levies or assessments or other taxes, levies, fees, stamp duties, statutory gratuity and provident fund payments or other employment benefit plan contributions, withholding obligations and similar charges, of any jurisdiction as applicable and if any, and shall include any interest, fines, and penalties related thereto and, with respect to such taxes, any estimated tax, interest and penalties or additions to tax and interest on such penalties and additions to tax;

"Person(s)" shall mean any individual, firm, proprietorship enterprise, unincorporated association, body corporate, corporation, company, partnership, limited liability company/partnership, joint venture, Governmental Authority, trust, hindu undivided family, union, association, or any other entity or organization, and where permitted, that person's respective successors, permitted assigns and permitted transferees;

"Plan Sanction Date" shall have the meaning ascribed to such term in Clause 4.2.3(b) herein;

"Project" shall mean an exclusively residential development comprising of constructing Building(s) with appurtenant infrastructure, amenities and facilities for enjoyment of the Units including the Common Areas, and such other several components, each as mutually agreed in writing between the Parties, to be designed, developed, undertaken, executed, financed, marketed, implemented and completed by the Developer on the Property as per the Specifications in terms of and subject to the terms of this Agreement (with the proportion and/or area and/or nature of each component as also the mode and manner and phases of construction of the same to be as mutually determined by the Developer and the Owners, it being agreed and understood that no part or portion of the Project shall be used and/or permitted to be used by any Person (including an Intending Transferee) for any purposes other than residential or even for any business activities of non-residential nature permitted in residential buildings permitted under the KMC Acts & Rules, as updated or revised or amended or re-enacted from time to time;

"Project Bank Account" shall mean the bank account to be opened with such branch of such bank in Kolkata as may be mutually agreed between the Owners and the Developer, by and in the name of the Developer for all the Revenue relating to the Project, which shall be operated in the manner as mentioned in the relevant provisions of Clause 7 herein;

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ADDITIONAL CHIEF SECRETARY
OF ASSURANCE

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"Project Finance" shall have the meaning ascribed to such term in Clause 8.1 herein;

"Property" shall mean the entirety of the piece and parcel of land measuring about 52 cottahs/11 chittacks as stated in Recital A and as more fully described in **Schedule A** hereunder written;

"Rates & Taxes" shall mean the municipal rates and taxes, assessment and land revenue, each together with the applicable Taxes, if any, as also the interest and penalty thereon if any;

"Realizations" shall mean the proceeds, consideration, advances and each of the amounts levied/charged/received on/from any Person including an Intending Transferee for/towards Transfer of and/or in lieu of dealing with and/or in any manner relating to any part or portion of the Transferable Areas and/or the Project (covered or open) including but not limited to the amounts received by way of Extra Charges and Deposits, as also all/any charges/fees levied by the Developer for the use and/or provision of any amenity/utility at the Project and/or in any of the Units and/or on any account whatsoever including but not limited to floor rise charges, club fees and charges, prime/preferential location charges (PLC) and guarding charges amongst others, and further the funds received/dispensed by the Lender as and by way of the Project Finance;

"Relative" shall have the meaning ascribed to such term under the Companies Act, 2013, as amended, updated, revised etc. from time to time;

"RERA" shall mean the Real Estate (Regulation and Development) Act, 2016 read with the Rules made thereunder as applicable to the State of West Bengal, as amended, updated, revised, varied, superseded etc. from time to time read together with the rules and regulations made/promulgated/framed thereunder and/or in pursuance thereof, each as amended, modified etc. from time to time;

"RERA Account" shall have the meaning ascribed to such term in Clause 7.2 herein;

"Sanctioned Plan" shall the meaning ascribed to such term in Clause 4.2.3(b) herein;

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"Interest Free Refundable Security Deposit" shall have the meaning ascribed to such term in Clause 4.1.1 herein;

"Specifications" shall mean the specifications and finishes in accordance whereof the Project shall be constructed and completed by the Developer, as more specifically described in **Schedule E** hereunder written;

"Tax" or "Taxes" shall mean each of the amounts levied/charged/received towards service tax, sales tax, works contracts tax, value added tax, GST etc. and/or any other applicable statutory tax, from any Person In lieu of Transfer and/or from dealing with any part or portion of the Project (covered or open) including but not limited to the Common Areas, each of which sums shall be held by the Developer till the same are paid to the concerned statutory authority(ies);

"Third Party" shall mean any Person other than a Party hereto;

"Title Deeds" shall mean the certified copies and/or original title deeds and other documents pertaining to the Property as mentioned in the Devolution of Title in **Schedule B** and clause 8 hereunder written;

"Transfer" shall mean sell, convey, alienate, sub-let, sub-lease, license, let out or such other means by which the Parties mutually agree to deal with or dispose of and/or grant any permission to use, access etc. the Transferable Areas and/or any part or portion of the Project.

"Transferable Areas" shall mean all the areas forming a part of the Sanctioned Plan and shall include all the Units (being flats/apartments and other constructed areas/spaces), covered parking spaces (including in the basement if any) for any kind of vehicle, open parking spaces for any kind of vehicle, terraces attached to Units and other areas comprised in the Project capable of being Transferred/commercially exploited independently or as appurtenant to any Unit and shall also include any area, signage right, or other right/privilege at the Project capable of being commercially exploited or Transferred to an Intending Transferee and also shall mean the undivided proportionate share in the Property in accordance with the terms of this Agreement;

"Transfer Documentation" shall have the meaning ascribed to such term in Clause 9.1.3 herein;

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"ULC NOC" shall mean the no-objection/clearance/permission issued/granted by the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976 in terms of Rule 4(4) of the Kolkata Municipal Corporation Building Rules, 2009;

"Undisposed Areas" shall have the meaning ascribed to such term in Clause 9.6 herein;

"Unit" shall mean a constructed space in the Project capable of being separately used and/or enjoyed by any Person, but solely and exclusively only for residential purpose.

1.2 Interpretation:

In the interpretation of this Agreement, the following rules of interpretation shall apply, unless the context requires otherwise or a contrary intention appears:

- 1.2.1 time is of the essence in the performance of the Parties' respective obligations, and accordingly if any time period specified herein is extended in writing by the Parties, such extended time shall also be of the essence;
- 1.2.2 words referring to the singular shall include the plural and vice-versa;
- 1.2.3 headings are for reference only and shall not, in isolation or otherwise, be considered or affect the construction or interpretation of this Agreement;
- 1.2.4 references to recitals, clauses and schedules are references to the Recitals, Clauses and Schedules of this Agreement, with such Recitals and Schedules comprising a part of the operative provisions of this Agreement, and references to this Agreement shall also include references to the Recitals and Schedules herein;
- 1.2.5 the term "**or**" shall not be exclusive, and the terms "**herein**", "**hereof**", "**hereto**", "**hereunder**" and words of similar purport shall refer to this Agreement as a whole and not merely to the specific provision where such term(s) may appear;
- 1.2.6 any reference to the masculine, the feminine and the neuter genders shall include each other;
- 1.2.7 where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have the corresponding meaning;
- 1.2.8 the expression "**this Clause**" shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (not merely to the sub-clause, paragraph or other provision) in which the expression occurs;
- 1.2.9 reference to the words "**include**", "**including**", "**amongst others**" and

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- "inter alia"** shall each be construed without limitation;
- 1.2.10 the phrase **"in writing"** includes any communication made by letter or e-mail;
- 1.2.11 the word **"Person(s)"** shall mean any individual, sole proprietorship, partnership, firm, company, corporation, body corporate, joint venture, limited liability company, limited liability partnership, association, trust, Governmental Authority, hindu undivided family, union, unincorporated organization or other similar organization or any other entity, and only in case of a Governmental Authority shall include its successors and assigns, and in all other cases shall include their respective successors and permitted assigns only if expressly permitted in writing, and in case of an individual shall include his/her legal representatives, administrators, executors and heirs, and in case of a trust and an unregistered partnership shall include the trustees or the partners for the time being, as the case may be;
- 1.2.12 the words **"directly or indirectly"** shall mean directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements, and "direct" or "indirect" shall have the correlative meanings;
- 1.2.13 an obligation of a Party to do something shall include an obligation to ensure that the same shall be done, and an obligation on the part of a Party not to do something shall include an obligation not to permit, suffer or allow the same to be done;
- 1.2.14 all approvals/consents to be granted by any of the Parties and/or mutual agreements to be arrived at between the Parties under/in terms of/in pursuance of this Agreement, shall be in writing;
- 1.2.15 where a wider construction is possible, the words **"other"** and **"otherwise"** shall not be construed *ejusdem generis* with any foregoing words;
- 1.2.16 unless otherwise specified, time periods within or following which any payment is to be made or any act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the following working day if the last day of such period is not a working day;
- 1.2.17 in the event of any inconsistency between the Clauses of this Agreement and the Schedules hereto, the Clauses of this Agreement shall prevail;
- 1.2.18 no provision of/in this Agreement shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof, or by reason of the extent to which any such provision is inconsistent with any prior draft hereof;
- 1.2.19 effect shall be given to all the terms in the Recitals and in Clause 1.1 of

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this Agreement including those conferring rights or imposing obligations on any Party, as if they were substantive provisions in the body of this Agreement; and

- 1.2.20 each of the representations and warranties provided/recorded in this Agreement are independent of the other representations and warranties in this Agreement, and unless the contrary is expressly stated, no Recital or Clause in this Agreement limits the extent or application of another Recital or Clause.

2. **Purpose and Object of the Agreement:**

- 2.1 In lieu of the consideration recorded herein:

2.1.1 the Developer shall and agrees and undertakes to develop, construct and complete the Project, with its own resources and at its own cost, expense, and to launch, market and deal with the Project, in the manner and on the terms and conditions stipulated in this Agreement, and

2.1.2 the Owners shall and agree and undertake to make available the entirety of the Property to the Developer for the aforesaid purpose each without prejudice to the other respective rights and obligations of each of the Parties as stipulated elsewhere in this Agreement.

- 2.2 It is agreed and understood between the Parties that the permission granted herein to the Developer to enter the Property for the limited purpose of development of the Project on the Property shall not be construed as delivery of possession under Section 53A of the Transfer of Property Act, 1882 read with Section 2(47)(v) and (vi) of the Income Tax Act, 1961, it being further clarified that the legal physical possession of the Property shall remain and continue to vest and deemed to be with the Owners but without in any manner saddling/burdening the Owners with any liability or responsibility in respect of the construction, development and completion of the Project which shall continue to vest with and remain with the Developer.

3. **Consideration**

- 3.1 The consideration in lieu whereof the Owners have agreed to grant to, unto and in favour of the Developer the rights in respect of the Property as stipulated in this Agreement, is: -

- i) the planning, development, construction, execution, completion, marketing and promotion of the Project being carried out by the Developer at its own cost, expense and liability in the manner and on the terms and conditions stipulated in this Agreement; and
- ii) the right and entitlement of the Owners to 50% (fifty percent) of the Revenue ("**Owners' Share**") in the manner stipulated in this

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- Agreement; and
- iii) the receipt by the Owners of the Interest Free Refundable Security Deposit from the Developer; and
 - iv) the right and entitlement of the Owners to the Owners' Allocation in the manner stipulated in this Agreement; and
 - v) payment by the Developer of the Rates & Taxes in respect of the Property and the development thereon and each of the Other Outgoings as set forth in detail in Clause 4.2.3(g) hereinbelow; and
 - vi) the receipt by the Owners of such other and further amounts as stipulated in this Agreement and/or as mutually agreed in writing between the Parties.

3.2 The consideration in lieu whereof the Developer has agreed to commercially exploit the Property in the manner stipulated in this Agreement subject to and on the terms and conditions recorded in this Agreement, is:

- i) the receipt by the Developer of 50% (fifty percent) of the Revenue ("**Developer's Share**"); and
- ii) the receipt by the Developer of the Extra Charges; and
- iii) payment by the Owners of the Rates & Taxes in respect of the Property as set forth in detail in Clause 6.1(v) hereinbelow; and
- iv) the right and entitlement of the Developer to the Developer's Allocation in the manner stipulated in this Agreement.
- v) the receipt by the Developer of such other and further amounts as stipulated in this Agreement and/or as mutually agreed in writing between the Parties.

3.3 It is further agreed and understood between the Parties that in the event the Parties mutually agree in writing to avail of the incremental floor area ratio (FAR) over and above the allowable FAR in terms of the provisions of the KMC Act & Rules ("**Additional Floor Area**"), then in such an event only such of the rates/charges/fees which are payable for availing the same as are computed on the basis of a fixed percentage of the circle rate of the incremental land as defined under the KMC Act & Rules including but not limited to cost of certification for Green Building shall be borne and paid by the Owners, and all other fees, charges, rates etc. by whatever name called, payable in respect thereof including but not limited to the sanction fee, cess, development charges etc. as also the construction cost thereof shall be borne and paid by the Developer, whereupon any and all amounts payable/received for/towards/in the name of/in respect of the Additional Floor Area including but not limited to the Realizations shall be dealt with in the manner stipulated in this Agreement.

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4. Covenants and obligations of the Developer

4.1 Interest Free Refundable Security Deposit

4.1.1 In order to secure timely due performance by the Developer of each of its obligations, the Developer shall deposit with the Owners, a sum of **Rs. 4,50,00,000/- (Rupees Four Crores and Fifty One Lakhs only)** as and by way of an interest free refundable security deposit ("**Interest Free Refundable Security deposit**") in the following manner:

- i) On execution and registration of these presents and grant of license to enter the property to the Developer, a sum of **Rs. 1,00,00,000/- (Rupees One Crore only)**.
- ii) a sum of **Rs. 3,50,00,000/- (Rupees Three Crores and Fifty Lakhs only)** shall be paid to the Owners within 15 (fifteen) days from execution and registration of these presents.

The above Interest Free Refundable Security deposit is being paid by the Developer to the Owners, the receipt whereof the Owners accept and acknowledge in the receipt and Memo of consideration herein below. The Owners shall be jointly and/or severally liable to refund the Interest Free Refundable Security Deposit in the manner mentioned in Clause 4.1.2 below.

4.1.2 Without prejudice to and subject to the applicable provisions of Clause 12 hereinbelow as also the other terms of this Agreement, the Interest Free Refundable Security Deposit will be refunded by the Owners to the Developer as follows:

- i) towards refund of a sum of **Rs. 3,00,00,000/- (Rupees Three Crores only)**: 20% (twenty percent) of the Owners' Share comprised in every instalment received from an Intending Transferee till such amount stands fully refunded, and payment of such sum will be made by the Owners to the Developer within 7 (seven) days of receipt by the Owners of the Owners' Share comprised in such instalment; and
- ii) **Rs. 75,00,000/- (Rupees Seventy Five Lakhs only)**: within 7 (seven) days of completion of casting of the final slab i.e. casting of the topmost floor of the Building or of the last of the Building(s) comprising the Project, as the case may be; and
- iii) **Rs. 50,00,000/- (Rupees Fifty Lakhs only)**: within 7 (seven) days of issuance of the Completion Certificate.
- iv) **Rs. 25,00,000/- (Rupees Twenty Five Lakhs only)** within 7 (seven) days of release of the Mortgage and the Title Deeds deposited for creation of charge for availing Project Finance as per clause 8 herein below) to the satisfaction of the Owners.

In the event, the Interest Free Refundable Security Deposit is not refunded by the Owners to the Developer in the manner mentioned hereinabove, then the Owners shall be liable to pay interest on such

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unpaid instalment @ 12% per annum till such time the same is paid to the Developer.

- 4.1.3 Each of the Parties shall be respectively solely liable and responsible for the applicable Taxes, if any, as also for the applicable Party Taxes, if any, arising out of or in connection with the deposit, receipt and refund of the Interest Free Refundable Security Deposit, as applicable.

4.2 Other covenants and obligations of the Developer

- 4.2.1 The Developer shall in a timely manner do, execute and perform, all acts, deeds and things for the designing, planning, construction, execution, promotion, development, implementation and completion of the Project without in any manner affecting/prejudicing the right, title and interest of the Owners in/to/ upon any part or portion of the Property, and further without prejudice to the aforesaid, on and from Execution Date the Developer shall be and shall remain solely and exclusively liable and responsible for each of the acts, deeds and things done, executed or performed, directly or indirectly, at and/or on and/or in respect of and/or pertaining to and/or connected with development and construction of the Project, and the Developer shall bear and pay all the costs, expenses etc. in respect thereof save those specifically stated in this Agreement as being the liability of the Owners.

- 4.2.2 On and from the Execution Date, the Developer shall be solely responsible for: (a) mobilizing all financial resources required for the construction, implementation and completion of the Project; (b) meeting all costs and expenses, whether direct or indirect, relating to the construction, implementation and completion of the Project; and c) making all the deposits (whether the same are refundable to the Developer or not) and connection charges payable to the concerned departments/authorities for procurement of water, electricity, sewerage amongst other connections for the Project.

- 4.2.3 The Developer shall be entitled and/or bound and obliged, as the case be may be, to do, execute and perform each of the following acts, deeds and things, all at its own cost, expense and liability:

- a) **Professional Team:** Appoint/engage an architect, for the Project ("**Architect**"), consultants, contractors, designers, technicians, engineers, service providers, vendors, suppliers, brokers, advertisers etc., as also its own men, servants, agents, employees and personnel and further any other Person(s) deemed qualified by the Developer for the development, construction, execution, implementation and completion of the Project, (collectively, "**Developer's Team**"), and the Developer shall be and remain

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liable and responsible for each of the members/individuals/entities of/comprising the Developer's Team including but not limited to payment of their respective fees, emoluments, costs, charges, bills, dues, salaries, taxes by whatever name called, benefits, claims, safety, accidents, complaints and litigation in respect thereof, and further the Developer shall take all necessary action to enforce the due, proper and prompt performance and discharge by each of the members/individuals/entities of/comprising the Developer's Team of their respective obligations provided that none of such appointments/ engagements shall result in or tantamount to or be deemed to mean or imply, directly or indirectly, any assignment, transfer novation etc. of any of the rights, obligations etc. as stipulated in/under this Agreement, and further provided that the Developer shall not and/or shall not be entitled to sub-contract its obligations under this Agreement in whole or in part to a Third Party for the performance of the Agreement.

- b) **Plan:** Prepare at the cost and expense of the Developer, the designs, layout plans, plans/drawings, and applications required for the construction of the Project, each as per the applicable building codes, by-laws, rules and regulations including the KMC Act & Rules by availing the maximum Floor Area Ratio (FAR) and/or Additional Floor Area permitted by the Applicable Law(s) subject to the same being architecturally and statutorily feasible, finalize the design and nature of the Project as also the building plan in consultation with the Owners but at the Developer's own cost and responsibility, and thereafter submit such plan as mutually agreed ("**Agreed Plan**") to the Kolkata Municipal Corporation for getting sanction of the Agreed Plan together with all the necessary no-objections, clearances, permissions etc. which may be required for sanction of the Agreed Plan as also for the execution thereof, and obtain the sanction of the Agreed Plan from the Kolkata Municipal Corporation ("**Sanctioned Plan**") within a maximum period of 9 (nine) months from the date of issuance of the ULC NOC upon payment of the sanction fee and all other amounts, deposits, costs charges etc. ("**Plan Sanction Date**").
- The Developer shall be entitled to make such modifications, additions, deletions etc. in/to the Agreed Plan as may be directed/required by the authorities concerned or due to any technical exigencies but without in any manner compromising the maximum FAR/Additional Floor Area utilisable. In the event the deviations in the Agreed Plan results in an increase/decrease of 2% (two percent) in the total constructed area, the same shall be prepared and finalized, subject to prior written consent of the Owners.

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- c) **Permissions:** Apply for, obtain and keep renewed, as applicable: (i) all clearances, permissions, consents, approvals, authorizations, no-objections etc. in any form whatsoever (including but limited to the ULC NOC provided that the cost and expense for obtaining the ULC NOC shall be borne and paid by the Owners), including all renewals, revalidations, rectifications, revisions thereof and irrespective of its nomenclature, required by/under any Applicable Law(s) and/or from various bodies and/or authorities including any Government Authority, for constructing, developing, executing and completing the Project, including but not limited to permissions, clearances, approvals, sanctions, consents etc. from the Kolkata Municipal Corporation, the Sanctioned Plan as also those required in connection with and/or pursuant to the Sanctioned Plan, the fire safety department, pollution control board, RERA and furthermore those required for obtaining electricity connection, water supply, sewerage and other connections, (ii) registration of the Project (all with the appropriate regulatory authority(ies) including under the applicable provisions of RERA collectively, "**Approvals & Permits**"), and further be and remain liable and responsible for due compliance of/with each of the Approvals & Permits and all Applicable Law(s)/statutory requirements, whether local or state or central, including RERA in respect of the construction and development of the Property and/or the Project, as also comply and/or procure compliance with all conditions attaching to each of the other permissions, approvals etc. which may be granted during the course of development.
- d) **Construction:** Commence construction work on the Property (i.e. the piling work) within 1 (one) month from the Plan Sanction Date/RERA registration and develop and complete the Project in all respects together with the Common Areas as per the Specifications (on the clear and unequivocal understanding and agreement that the Developer may from time to time in consultation with the Owners alter and/or change and/or modify and/or substitute the Specifications with any other specifications of like or more or less similar or better value and/or nature and/or type) strictly in conformity with the Sanctioned Plan within 48 (forty eight) months from the date of obtaining RERA registration of the Project subject to any Force Majeure Event and in terms of the provisions of Clause 13 hereinbelow, as evidenced by the Completion Certificate with a grace period of 6 (six) months thereafter ("**Completion Date**").
- e) **Certificates:** Apply for and obtaining the necessary commencement certificates, the Completion Certificate, occupancy certificates, as the case may be, and all other necessary certificates and clearances from the Kolkata Municipal Corporation and/or the concerned Governmental Authority(ies), and all other necessary sanctions and permissions as may

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be respectively required for commencing, constructing and completing the Project and for handing over possession of the various parts and portions of the completed Project in terms of and subject to the provisions of this Agreement.

- f) **Association:** Facilitate and enable formation of the Association after issuance of the Completion Certificate, and comply with the applicable provisions of RERA and/or the Applicable Laws in respect of the transfers and/or hand overs to be carried out/executed/in favour of the Association.
- g) **Rates & Taxes and Other Outgoings:** Make timely payment of: (i) the Rates & Taxes in respect of the Property in the Revenue Sharing Ratio; and (ii) the entirety of the Rates & Taxes in respect of the development on the Property; and (iii) the entirety of the Other Outgoings; each of the above on and from the Plan Sanction Date, and during the construction and development of the Project until such time the liability in respect thereof is taken over by the concerned Intending Transferee(s) in respect of their respective Unit(s), and in case of the Owners' Allocation, if applicable, by the Owners.
- h) **Applicable Laws:** Abide by, comply with and adhere to and be and remain liable and responsible for due compliance of all Applicable Laws and statutory requirements, whether local or state or central including but not limited to under RERA, as also those in respect of the labour directly or indirectly employed by the Developer, health and sanitary arrangements and safety provisions for the workers/labour employed, and keep each of the Owners and the Owners' Indemnified Parties safe, harmless and indemnified from and against any and all costs, charges, claims, liabilities, losses, damages etc. in respect thereof/arising therefrom, and further give all notices under Applicable Laws for the demolition of the structures standing on the Property and for the clearance of the debris, as also for the development of the Property as contemplated herein.
- i) **Insurance:** Obtain, maintain and keep renewed adequate insurance policies in respect of *inter alia* the materials, labourers, workmen, employees etc. employed/deployed for/at the Project including but not limited to each of the members/individuals/entities of/comprising the Developer's Team, the buildings and structures constructed on the Property, as also all such insurance policies as required under Applicable Law(s) and RERA save and except Title insurance, if required, and such further insurance policies (from reputable insurance company(ies)), as may be necessary to indemnify and to keep each of the Owners safe, harmless and indemnified from and against all costs, charges, claims, liabilities, losses, damages etc. by Third Parties in connection with the execution and implementation of the Project.

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- j) **Miscellaneous:** Take such steps as may be necessary to divert all pipes, cables or other conducting media in, under or above the Property or any adjoining or neighbouring properties and which need to be diverted as a result of the Project subject to compliance of Applicable Law(s), and further construct internal roads and install all electricity, gas, water and surface and foul water drainage systems on the Property, as also serve such notices and enter into such agreements with statutory authorities or other companies as may be necessary for installation of the aforesaid services.

4.2.4 The Developer shall be entitled to: (a) demolish the existing building/structures standing on the Property, (b) remove and clear the old foundation(s) in respect of the existing buildings/structures standing on the Property, (c) if necessary, cut and remove all or any of the trees currently standing on the Property after obtaining the requisite approvals, permissions etc. from the concerned Governmental Authority(ies), and (d) remove, clear and dispose of all debris and material generated during the course of such demolition and removal of foundation(s) and trees, with the Developer being entitled to appropriate the salvage value recovered from the debris and/or the materials.

4.2.5 The Developer shall in addition to and without prejudice to any of its obligations stipulated elsewhere in this Agreement:

- a) carry out the development and completion of the Project as also perform its obligations stipulated herein diligently and with due skill, care and efficiency and in a good and workmanlike manner, strictly in accordance with the Sanctioned Plan and the Specifications;
- b) construct the entire sanctioned area, and shall not reduce the same beyond 2% (two percent), without the prior written consent of the Owners;
- c) make and ensure proper provision for the safety and security of the Property as also of the men, materials, goods, articles, equipments etc. on/ lying at the Property including in accordance with the provisions of all Applicable Laws, and take adequate measures and steps in respect thereof;
- d) Ensure that no illegal, immoral or nefarious activity is carried out or undertaken or permitted to be carried out or undertaken on the Property or any part thereof;
- e) be and remain liable and responsible for any accident and/or mishap taking place while undertaking the construction and completion of the Project, shall keep each of the Owners safe, harmless and indemnified from and against all costs, charges, claims, liabilities, losses, damages etc. in respect thereof;

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- e) be and remain liable and responsible for all complaints, claims, legal issues/proceedings etc. made/raised/initiated in respect to development and construction of the Project including by any of the Intending Transferees;
- f) bear and pay any and all applicable Taxes and Party Taxes and/or any other direct or indirect taxes if any, which are payable on and/or arise in relation to and/or upon execution of this Agreement to the extent it is the liability of the Developer in terms of Applicable Laws, and to indemnify and keep indemnified each of the Owners and the Owners' Indemnified Parties in respect thereof including in case any charge or recovery or collection of tax dues is made by any Tax authority in respect of the liability of the Developer including but not limited to if made from any of the Owners and/or from the Owners' Share and/or the Owners' Allocation if any;
- g) ensure that all the Taxes and Party Taxes payable by the Developer are discharged and/or borne on its own proprietary account, and that no Encumbrance of any nature/manner whatsoever or howsoever is created on any part or portion of the Property and/or the Project on account of such tax dues;
- h) not allow any Person to encroach or trespass into or upon any part or portion of the Property;
- i) keep the Property free from any and all Encumbrances (except creation of the Equitable Mortgage and/or by creating registered mortgage for the Project Finance subject to and on the terms stipulated in this Agreement) including but not limited to those arising out of the activities of the Developer;
- j) not do, execute or perform or permit/cause the doing, execution or performance of any act, deed or thing which may in any manner, directly or indirectly, impact and/or effect the title of the Owners to the Property;
- k) maintain only those bank accounts for the Realizations as stipulated in this Agreement and no other bank accounts for the Project;
- l) not default in complying with the conditions and/or the repayment schedule that may be imposed by the Lender;
- m) hand over to the Owners, true copies of each of the Approvals & Permits, permissions, clearances, no-objection certificates etc. including of all documents, reports, statements etc. filed with the RERA pertaining to the Project within 15 (fifteen) days of receipt of the same, as also provide inspection of the originals thereof from time to time as may be requested by the Owners;
- n) while exercising the powers and authorities granted by the Owners under and/or pursuant to this Agreement, the Developer shall ensure

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- that the Owners are not subjected/exposed to any civil, criminal or financial liability or any manner or nature of obligation, nor are any of the aforesaid imposed on the Owners, and the Developer shall further ensure that the right, title and interest of the Owners with regard to the Property and every part thereof is not in any manner affected or prejudiced, and the Developer shall not do, execute or perform or permit/cause to be done, executed or performed any act, deed, matter or thing which would/could in any manner infringe upon the rights of the Owners and/or go against the spirit of this Agreement and/or whereby any of the Owners (individually or jointly or collectively or severally) suffer any loss or damage or are exposed to any liability; and
- o) comply with and fulfill each of its obligations as stated anywhere in this Agreement and do, execute and perform all such actions as may be required for completion of the Project in consonance with the terms of this Agreement and Applicable Laws, on the clear and unambiguous agreement and understanding that no manner or nature of right or title or interest shall stand or be deemed to stand created/vested in or in favour of the Developer by virtue of the Developer carrying out/executing any of its obligations stipulated anywhere in this Agreement.

4.2.6 The Developer shall be and shall remain responsible and liable for claims and/or liabilities relating to construction quality, workmanship, compliance with Applicable Laws, public and labour safety, defects and/or deficiencies in the construction of the Project, and shall protect and secure each of the Owners and the Owners' Indemnified Parties from/against any Third Party claims, outgoings, losses etc. arising from any of the aforesaid, and shall thus be obliged, at its own cost, expense and liability, to undertake necessary remedial steps and further to keep each of the Owners and the Owners' Indemnified Parties safe, harmless and indemnified from and against any and all costs, charges, claims, liabilities, losses, damages etc. in respect thereof.

4.2.7 The Developer shall be and shall remain responsible and liable for the due performance and fulfilment of all the contracts pertaining to the Project, it being clarified and understood that none of the members/individuals/entities of/ comprising the Developer's Team shall have and/or shall be deemed to have any privity of contract with the Owners, and thus each of such Persons shall be deemed to be the employees, personnel, agents etc. of the Developer, who may enter the Property only as agents of the Developer, and further no right or interest of any nature or manner whatsoever or howsoever shall be deemed to stand/have been created in any part or portion of the Property in favour of any such entity/Person by virtue of the contracts executed by/with the

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Developer. The Developer shall be and shall remain solely liable and responsible for the performance and fulfilment of all obligations (both by itself and by the Third Parties with whom the Developer has contracted including members/ individuals/entities of/comprising the Developer's Team) under each of the contracts executed by the Developer, and also for due compliance of/with all Applicable Laws in respect of each member/individual/entity of/comprising the Developer's Team, and the Developer shall keep each of the Owners and the Owners' Indemnified Parties fully safe, harmless and indemnified in respect thereof.

4.2.8 The Developer shall not expose any of the Owners and/or any of the Owners' Indemnified Parties to any liability, and shall remain solely liable and/or responsible for all acts, deeds, matters and things pertaining to the construction and completion of the Project, and shall pay, perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be paid, performed and observed. The Developer shall be bound and obliged to and undertakes and covenants to keep each of the Owners and the Owners' Indemnified Parties safe, harmless and indemnified from, against and in respect of any and all liabilities, claims, demands, actions, proceedings (civil or criminal), fines, penalties, losses, damages, costs, charges and expenses due to and/or arising from and/or pertaining to and/or resulting from: (i) any breach/ non-compliance of any of the obligations, covenants, agreements or undertakings of the Developer including as recorded in this Agreement, whether statutory or contractual or otherwise, and/or (ii) any act of commission and/or omission by the Developer and/or by any of the members/individuals/entities of/comprising the Developer's Team and/or by any of the Third Parties with whom the Developer has contracted, and/or (iii) non-payment of any of the Taxes and/or Party Taxes by the Developer including on account of any proceedings or assessments which are pending against the Developer; (iv) damage to Third Parties, accidents of any sort or other reasons during the course of construction and development of the Property and/or completion of the Project including but not limited to those made/raised/claimed by any of the members/individuals/entities of/comprising the Developer's Team, and/or by any of the Intending Transferees.

4.2.9 The Developer shall solely and exclusively be and shall remain liable and responsible to each of the Governmental Authorities, all planning and other authorities, the Kolkata Municipal Corporation, the authority(ies) constituted under the provisions of RERA and Third Parties including for all issues pertaining to/arising from/connected with, directly or indirectly, the development, construction and completion of the Project including but not limited to any loss or damage relating thereto/arising therefrom/connected therewith, as also for any default, failure, breach, act, omission, neglect,

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defect/ deficiencies in the construction, any misleading advertisement or marketing on the part of the Developer and/or any Person, entity, body, agency and/or Person appointed or designated by the Developer including but not limited to any of the members/individuals/entities of/comprising the Developer's Team.

4.2.10 For the avoidance of any doubt, it is clarified, agreed and understood by and between the Parties that for the purpose of each of the indemnity obligations of the Developer stipulated anywhere in this Agreement towards each other, Owner's Indemnified Parties and Developer's Indemnified Parties shall:

- i) mean and include each of the parties/entities/individuals comprising the Indemnified Parties, and thus the invocation of any of the indemnity provisions by any one of the parties/entities/ individuals comprising or constituting the Indemnified Parties shall not restrain and/or restrict and/or impede the right of any of the remaining parties/entities/individuals comprising the Indemnified Parties from invoking such indemnity provisions against the Indemnifying Party, with the liability of the Indemnifying Party towards each of the parties/entities/individuals comprising/ constituting the Indemnified Parties being joint and several; and
- ii) any indemnity claim made by any of the Indemnified Parties shall be such so as to place the Indemnified Parties in the same position as each of them would have been in had no event occurred which gave rise to such a claim; and

4.2.11 The Developer shall not change its Person in Control i.e., Mr. Sidharth Pansari, Managing Director of the Developer, and his shareholding in the company shall not be reduced in any way, until the Completion/Occupancy Certificate is obtained.

5. Representations and Warranties

5.1 Each Party represents to the other Party as follows:

- i) such Party is a body corporate, duly incorporated and registered and validly existing under the laws of India, and has the power to own property and to operate and carry on its business as it is now being conducted, and has the requisite legal power, right, authority and capacity to enter into this Agreement and consummate the transactions contemplated hereunder, as also to do, execute and perform and fulfil the obligations hereunder, and further to carry out the terms, conditions and provisions hereof.
- ii) the execution and delivery of this Agreement and the performance by such Party of the obligations of such Party under this Agreement and the acts and transactions contemplated hereby:

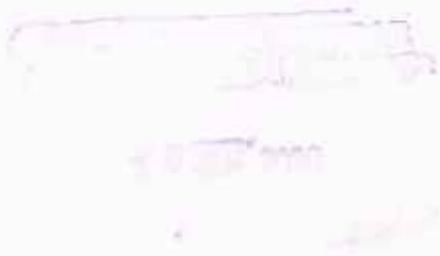
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- a) have been duly and validly authorized by all necessary corporate actions on the part of such Party, and if called upon, such Party shall provide copies of all documents in support thereof to the other Party(ies); and
- b) do not and will not, with or without the giving of notice or lapse of time or both, conflict with or violate or require any consent or approval or filing under, or result in the breach of or default under: (i) any Applicable Law; and/or (ii) the terms of any other contract or commitment to which such Party is a party or by which such Party is bound; and/or (iii) such Party's incorporation documents; and/or (iv) any judgment, order, writ, decree, permit or license applicable to such Party or to which such Party is a party or by which such Party is bound; and/or (v) any term, condition, covenant, undertaking, agreement or other instrument to which such Party is a party or by which such Party is bound, and/or requires the consent or approval of any other party to any contract, instrument or commitment to which such Party is a party or by which such Party is bound;
- iii) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with the terms of this Agreement;
- iv) all consents and all legislative, administrative and other governmental action if and as applicable required to authorize the execution, delivery and performance by such Party of the transactions contemplated hereby have been taken or obtained, and are in full force and effect, including enabling resolutions and approvals in respect of such actions, which, by the terms hereof, are to be taken at a future date;
- v) there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing or pending or to the best of the knowledge of such Party, threatened, which may prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or transactions contemplated hereunder;
- vi) such Party will comply with all Applicable Laws, regulatory requirements, standards, guidelines and codes of practice in connection with the performance of such Party's obligations under this Agreement, and shall not do or permit anything to be done which may cause or otherwise result in a breach of this Agreement, or cause any detriment to the transactions envisaged herein;
- vii) such Party's entry into this Agreement, and the exercise of the rights and performance of and compliance with the obligations, each as stipulated in

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in and/or in connection with and/or in pursuance of this Agreement, will constitute, private and commercial acts done and performed for private and commercial purposes; and

- viii) such Party shall comply with and perform and/or cause to be complied with and performed such Party's respective duties, obligations, covenants, representations and responsibilities as recorded in this Agreement, and shall ensure and/or caused to be ensured that none are violated/breached.

5.2 The Owners represent that save as disclosed to the Developer as on the Execution Date:

- i) to the best of the knowledge of the Owners, the Property has a good and marketable title;
- ii) the Owners are the sole, absolute and exclusive owners of the Property.
- iii) the Property is free from all known Encumbrances;
- iv) the Owners are neither aware of nor have knowledge of any notices and/or proceedings pertaining to acquisition and/or alignment and/or requisition and/or vesting of any part or portion of the Property and/or of any objections to the development of the Property;
- v) save to the extent already informed of a litigation in relation to the boundary wall, which the Developer is fully aware of and to the best of the knowledge of the Owners, there are no other civil or criminal proceedings pending in any court of law or tribunals in respect of the Property;
- vi) the Property is presently butted and bounded by brick boundary walls;
- vii) to the best of the knowledge of the Owners, the entirety of the Property is collectively held by the Owners in compliance with the applicable land ceiling limits prevalent in the State of West Bengal;
- viii) the liability of the Owners to the Developer subject to and in terms of this Agreement shall always be joint and/or several at the option of the Developer provided that the Developer shall not be entitled to make any claim on any of the Owners or receive any amount from any of the Owners to the extent that the same would constitute double-recovery, and for the purpose of determining/ascertaining the same, all claims made by the Developer on each of the Owners in terms of the provisions of this Agreement as also all payments received by the Developer in pursuance/in respect thereof including an indemnity payment and/or other payment and/or compensation and/or those as/under any insurance proceeds shall be taken into account; and
- ix) the entire Property is in the peaceful physical possession of the Owners.
- x) The Owners have not done any act, deed or thing, which curtails or is likely to curtail, restrict or prejudice its right in the Property or prevent it

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from transferring or selling in the Property or any part thereof to the Intending Transferees and/or the Association, as the case may be, as per the provisions of the RERA, and in terms of this Agreement;

- xi) The Owners have not (i) entered into, nor has authorized any person to enter, any arrangement or agreement for lease or license or allotment or any other agreement or memorandum of understanding for booking of any plot, flat, apartment or any other space/ area, to be developed or constructed over the Property; and (ii) accepted any request for booking or allotment of lease/license of any plot, flat, apartment or any other space/ area, to be developed or constructed over the Property;
- xii) As on date, there is no outstanding taxes, rates, duties, cess, levies including assessments, water charges, electricity charges, dues or any other charges, including any infrastructure charges, under any Applicable Law, required to be paid to any Governmental Authority or other Person in connection with Property.
- xiii) The owners have not issued and/ or executed any power of attorney or any other authority, oral or otherwise empowering any other person(s) to deal with the Property or any part thereof for any purpose whatsoever;
- xiv) To the best of the knowledge of the Owners, all material information in relation to the transactions contemplated herein which would be material to the Developer for the purposes of entering into this Agreement, and consummating the transaction contemplated herein, has been made available and disclosed to the Developer. All information contained or referred to in this Agreement which has been given to Developer, continues to be, true, complete and accurate in all respects and not misleading in any manner. Nothing has occurred (since the time such information was given) that results in any information, provided by it or on its behalf in connection with the transaction contemplated herein, becoming untrue or only partially true in any respect;
- xv) The Owners represents and confirms that access to and egress from the Property is unconditionally and absolutely available for the purpose of construction, development, or any other commercial exploitation of the Project and is by means of a public/ government road. No means of access to the Property is shared with or subject to rights of determination or requires payment to any third party. The Owners have not entered into any arrangement or agreement or any nature with any Person/ third party which in any manner restricts the access/ egress to the Property from the road.

5.3 The Developer further represents and warrants the following to the Owner:

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- i) on or before the execution of this Agreement, the Owners have supplied to the Developer, copies of all papers and documents as available with the Owners regarding the Property including in support of the title of the Owners to the Property, and the Developer has perused all such papers and documents and understood the meaning and purport thereof as also of each of the disclosures made by the Owners to the Developer, and only after conducting and completing to the satisfaction of the Developer an independent due diligence in respect of the Property including but not limited to by way of conducting searches at the concerned registry offices and the documents provided by the Owners to the Developer as also in respect of the title of the Owners to the Property and the veracity of the representations made by the Owners as stipulated in this Agreement, the Developer has entered into this Agreement only after being fully satisfied in all respects;
- ii) the Developer after having inspected and satisfied itself in respect of the state, condition and the boundaries of the Property, has since carried out an independent internal survey (including physical measurement of the Property), valuation, assessment etc. vis-à-vis the marketability of the Project and of all the other matters pertaining to the development thereof together with all costs associated therewith, and only after being completely satisfied in all respects, has entered into this Agreement;
- iii) the Developer is competent to design, execute, implement and complete the Project, and further the Developer has the necessary infrastructure, manpower, skills, expertise and technical know-how in the field of real estate including construction and timely completion, marketing and selling of real estate projects coupled with the necessary financial means and resources to so execute, implement and complete the Project within the time period stipulated in the Agreement, and the Owners have entered into this Agreement relying on each of the representations made by the Developer including those recorded herein, and acting on the faith and basis thereof;
- iv) the Developer shall develop the Property by constructing the Project thereon as per the Specifications in conformity with the Sanctioned Plan (as more specifically described in **Schedule E** hereunder);
- v) the Developer shall not abandon or neglect or delay the Project in any manner, and shall accord the necessary priority thereto; and
- vi) that by virtue of this Agreement and the power(s) of attorney/authorities granted under/in pursuance of this Agreement, and subject to due and timely compliance by the Developer of its obligations as stipulated herein, the Developer will be entitled to receive only the Developer's Share without ownership of any part or portion of the Property save in respect of the Developer's Allocation if any and only on the terms

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recorded in this Agreement, it being clarified and understood that neither this Agreement nor any of the power(s) of attorney/authorities granted under/in pursuance of this Agreement shall ever be treated as an agreement/final document for Transfer of the Property and/or any part or portion thereof by the Owners in favour of the Developer, and thus the Developer shall not be entitled to and further covenants and undertakes not to deal with and/or alienate and/or Transfer any part or portion of the Property and/or create any Encumbrances to/over/in respect of any part or portion of the Property, and this instant sub-clause shall over-ride/supersede anything to the contrary recorded anywhere in this Agreement;

- vi) each of the representations, warranties and undertakings of the Developer contained herein and/or recorded anywhere in this Agreement are true and correct and shall survive and subsist at all times (notwithstanding the termination of this Agreement).

6. **Covenants and obligations of the Owners**

6.1 The Owners agree:

- i) to bear and pay the cost and expense for obtaining the ULC NOC;
- ii) to permit the Developer to enter upon the Property in accordance with this Agreement and only for the purpose and subject to the terms as stipulated in this Agreement, and further permit the men, servants and agents of the Developer to enter the Property for the purpose of measurement, soil testing and such other necessities connected with the Project, all at the sole and exclusive liability of the Developer;
- iii) in the event so mandated/required by Applicable Law(s) and/or RERA, the Owners will join the Developer as a 'Promoter' as defined under RERA but on the clear and unequivocal understanding and agreement that notwithstanding the aforesaid, the Developer shall be and shall remain liable and responsible for due compliance of/with all the provisions of Applicable Law(s) and RERA save and except that any issue relating to ownership, title and land related issues shall be the responsibility of the Owners;
- iv) to obtain title certificate and title insurance as mandated by RERA, if required.
- v) to pay the entirety of the Rates & Taxes in respect of the Property till the Plan Sanction Date, and on and from the Plan Sanction Date, to pay the Rates & Taxes in respect of the Property in the Revenue Sharing Ratio until such time the liability in respect thereof is taken over by the concerned Intending Transferee(s) in respect of their respective Unit(s), and in case of the Developer's Allocation, if applicable, by the Developer;

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- vi) not to create any hindrances or obstructions during or in execution of the Project provided that the Developer has not committed breach of any of its obligations stipulated in this Agreement;
- vii) simultaneously with the execution hereof, to execute, at the cost and expense of the Developer, a registered power of attorney in favour of the Developer;
- viii) to co-operate with the Developer in the execution and implementation of the Project in terms of this Agreement, and to sign, execute, submit and deliver at the cost and expense of the Developer, such applications, papers and documents as may be lawfully or reasonably required by the Developer from time to time for submission to any Governmental Authority for applying for and obtaining any permission pertaining to the Project but without in any manner diluting the liability and responsibility of the Developer in respect thereof.

6.2 The Owners have collectively appointed Mr. Mangi Lal Surana, son of Late Sukh Lal Surana, working for gain at Hongkong House, 1st floor, 31, B.B.D Bagh (South), Kolkata - 700 001, Police Station Hare Street, Post Office G.P.O., as their authorized representative ("**Owners' Authorized Representative**"), who shall represent all the Owners for all matters connected with this Agreement and the Project, and the Developer shall deal with and communicate only with the Owners' Authorized Representative which shall be deemed to be communication with all the Owners, and the Owners hereby irrevocably confirm and accept the same provided that the Owners shall be entitled to change/replace the Owners' Authorized Representative as and when the Owners may deem it fit and proper, at their sole and absolute discretion, by way of issuing a written notice to the Developer in respect thereof. The Developer shall not be responsible for any disagreement or adversarial circumstance between the Owners inter se and no internal understanding or arrangement between the Owners inter se shall prejudicially or adversely affect the Project or the Developer in any manner whatsoever.

6.3 The Owners shall not, without the prior written consent of the Developer, change the respective Persons in Control and management of each of the Owners from that subsisting on the Execution Date and as set forth in **Schedule F** hereunder written, and that the respective shareholding of the Persons in Control of each of the Owners shall not be reduced in any way, until the Completion/Occupancy Certificate is obtained.

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- 6.4 It is clarified that the Owners, though separate juristic entities, for the purpose of this Agreement, shall at all times remain jointly and/or severally liable to the Developer

7. **Utilization of funds accruing from the Project**

- 7.1 The Parties have agreed that immediately upon the finalization of any sale to a Intending Transferee, the full details/particulars of the edc collected thereof shall be intimated forthwith to the Owners by the Developer by email and any and all amounts payable/received for/ towards base price of flat/s, floor rise charges, preferential location charges, car parking, club charges, etc. irrespective of the mode and manner of payment and/or receipt thereof, whether by way of online payments/bank transfers and/or by way of cheques, pay orders, demand drafts and other negotiable instruments, shall be collected/received in/transferred to/ deposited in the Project Bank Account to be operated jointly by the Developer and the Owners. The Revenue shall, subject to the provisions of this Agreement and Applicable Law(s), belong to the Owners and the Developer in the Revenue Sharing Ratio. The Developer shall be liable to issue receipts in respect of all monies received in/transferred to/deposited in the Project Bank Account, and the same shall be a valid discharge to the Persons making such payment. On the date of opening of such account, clear irreversible mandate/standing sweep-in instructions shall be given to the banker in respect of operation and disbursement of funds from such bank account as stated hereinbelow and elsewhere in this Agreement as also in respect of the aforesaid right of the Owners and no modification(s), amendment(s), alteration(s) etc. to such instructions shall be made/carried out/implemented.
- 7.2 Apart from the Project Bank Account, 2 (two) further bank accounts shall be opened and maintained by the Developer in terms of Applicable Law(s), being: (i) an account for distributing the Revenue in the manner stated hereinbelow to the Owners and the Developer ("**Distribution Account**"), which shall also be operated jointly by the Developer and a nominee of the Owners; and (ii) an escrow account, maintained as per the provisions of RERA for holding a part of the Revenue in the manner stated below hereinbelow ("**RERA Account**"). Clear irreversible mandate/standing sweep-in instructions shall be given to the banker in respect of the Distribution Account and the RERA Account for the operation thereof as also for disbursement of funds therefrom, in the manner stated hereinbelow and elsewhere in this Agreement and no instructions shall be made/carried out/implemented without the prior written consent of both the Developer and the Owners.

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7.3 All Revenue deposited in the Project Bank Account shall be dealt with and distributed in terms of the mechanism detailed hereinbelow, but each subject to Applicable Law(s):

- (a) at the 1st (first) stage, the Revenue deposited in the Project Bank Account, 30% (thirty percent) thereof shall be transferred to the Distribution Account while the balance 70% (seventy percent) shall be transferred to the RERA Account.
- (b) at the 2nd (second) stage, without prejudice to the provisions of Clause 7.3(c) hereinbelow, all the amounts deposited in/transferred to the Distribution Account shall be distributed between the Owners and the Developer according to the Revenue Sharing Ratio respectively towards the Owners' Share and the Developer's Share.
- (c) in respect of the amounts deposited in/transferred to the RERA Account, such of the amounts as are permitted to be withdrawn by/under the then applicable provisions of RERA ("**Permissible Amount**"), shall be transferred to the Distribution Account, and thereafter the entirety of the Permissible Amount shall, notwithstanding anything to the contrary stipulated in Clause 7.3(b) hereinabove, shall be dealt with/transferred in the manner stipulated in Clause 7.1 hereinabove, the intent being that the Owners and the Developer shall at all times be entitled to the Permissible Amount in the Revenue Sharing Ratio.

7.4 It is further agreed and understood between the Parties as follows:

- a) the interest accrued on all the deposits made/amounts lying in the RERA Account shall be equally distributed between the Owners and the Developer;
- b) the Developer hereby undertakes and covenants that it shall not do or cause/permit to be done any act of commission or omission which may/ shall block/suspend/hold back transfer of any part or portion of the Permissible Amount from the RERA Account to the Distribution Account beyond 10 (ten) days from the date the relevant Permissible Amount becomes available for withdrawal under the then prevailing provisions of RERA and/or Applicable Law(s), whereby the right of the Owners to receive disbursement towards the Owners' Share and/or any other amount from the RERA Account in the manner stipulated in this Agreement is/may be impeded and/or delayed;
- c) in the event due to any act of commission or omission attributable directly or indirectly to the Developer, withdrawal of any part or portion of the Permitted Amount from the RERA Account gets/remains blocked/ suspended/held back for a period beyond 10 (ten) days from the date the relevant Permissible Amount became available for

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withdrawal as stated hereinabove, then the Developer shall pay Interest at the rate of 12% to the Owners on such quantum of the amount(s) so blocked/suspended/held back but was/is available for withdrawal which would comprise the Owners' Share and/or the entitlement of the Owners under the terms of this Agreement upon transfer to the Distribution Account as applicable;

- d) for the avoidance of any doubt it is clarified and unequivocally agreed and understood that each of the percentages (i.e. 30% and 70%) stated in Clause 7.3 (a) hereinabove have been agreed to and arrived at by and between the Parties on the basis of the applicable provisions of RERA as prevailing on the Execution Date, and thus in the event of any amendment, modification, alteration etc. of the relevant provisions of RERA and/or Applicable Law(s) and/or enactment of any other Applicable Law(s), the Parties shall mutually revise the aforesaid percentage(s) to ensure compliance with any such amendment, modification, alteration, prevailing Applicable Law(s) etc., as the case may be
- e) each of the payments stipulated hereinabove shall be paid/transferred from the Distribution Account to the respective payees as per standing instructions to the bank on the date of opening the bank account and for such purpose the Owners and the Developer shall provide details of their respective nominated accounts by way of a written intimation to each other for furnishing the same to the banker(s) for the sweep-in instructions;
- f) the Parties shall mutually settle the accounts once every 30 (thirty) days including computation of the Revenue, and if any amount is due or payable by either Party to the other Party including but not limited to towards payment or reimbursement of Taxes and/or all/any costs and expenses incurred by a Party for and on behalf of the other Party including those towards/on account of performing (without prejudice to its rights) any of the obligations which such other Party is/was bound and obliged to do, execute and perform and/or any further/other amounts reimbursable/ payable by a Party to the other Party in terms of any of the provisions of this Agreement, then each of such amounts shall be paid/ reimbursed by the concerned Party to the other Party within 10 (ten) days from the date of settlement of the accounts;
- g) the Parties agree that in the event it is found that any distributable amount which has been transferred to the bank account of any Party hereunder, duly belonged to the other Party in terms of this Agreement and has been wrongfully so transferred, then the Party who is entitled

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to receive such amount shall give a written notice to the other Party, giving all details of such wrongful transfer along with supporting documents and the details of the bank account into which such wrongfully transferred amount should be deposited by the other Party. Upon receipt of such notice, the Party which has received such wrongful transfer, shall within a period of 7 (seven) days from the date of receipt of a notice in this regard, transfer such amount into the bank account of the Party which has given such notice without any interest. If such transfer does not take place within the said period of 7 (seven) days, then the Party in default shall be bound and obliged to pay Interest on such amount, which shall be computed from the due date of payment till the date of actual receipt thereof by the concerned Party.

- 7.5 The Developer shall be entitled to collect the Tax, Extra Charges and Deposits from the Intending Transferees in a separate bank account to be operated by the Developer only ("**EDC & Other Charges Account**"). The Developer covenants and undertakes that all amounts collected by the Developer towards the Deposits with the accrued interest thereon, if any, shall be retained and/or held and/or applied by the Developer only for the purpose for which the same have been collected from the Intending Transferees, and subsequently shall, subject to such deductions as may be applicable and mutually agreed between the Parties, be transferred to the Association.
- 7.6 The Developer shall hold each of the amounts collected/charged towards Extra Charges and Deposits to its own account, and thus shall be and remain solely and exclusively responsible and liable for all liabilities arising therefrom as also to settle all disputes which may be raised by any Intending Transferee in respect thereof, for which the Owners shall not be liable in any manner whatsoever or howsoever.
- 7.7 Further, the Developer undertakes and covenants not to in any manner whatsoever or howsoever utilize/apply/deal with any part or portion of the Revenue save in the manner stipulated in this Agreement.
- 7.8 The Developer shall maintain books of accounts in respect of the Project in accordance with standard accounting practices, statutory requirements, this Agreement and Applicable Laws, and shall provide the Owners, on a monthly basis or as and when requested for by the Owners, full details of Allotment made and the Revenue received towards the said Units of the Project, and the Developer shall at all times maintain transparency in its accounts and financial statements.

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- 7.9 The accounts in respect of the Project shall be prepared on a monthly basis by the Developer and shall settle the same with the Owners. The accounting year of the Project shall be from the 1st day of April to the 31st day of March of every Gregorian calendar, and all books of accounts and records shall be kept at the registered office of the Developer. The Owners and/or their respective authorized representatives shall at all times be entitled to inspect and take photo copies as also extracts of the books of accounts and all the records so maintained by the Developer in relation to the sales and related collections of the Project, and the Developer undertakes to facilitate and provide all co-operation in connection with the same.
- 7.10 The final accounting in respect of the Project shall be completed within 90 (ninety) days of issuance of the Completion Certificate or Transfer of all the Transferable Areas, whichever be earlier, or within such time period as the Owners and the Developer may mutually agree in writing coupled with allocation of the Undisposed Areas in terms of the provisions of this Agreement, whereupon all balances lying in the Project Bank Account, the RERA Account, the Distribution Account and otherwise available, shall, subject to Applicable Laws, be appropriated in the manner contemplated above and/or elsewhere in this Agreement.

8. **Funding for the Project**

- 8.1 The Owners hereby agree that, the Developer shall be entitled, at its own cost, expense, risk and liability, to obtain finance only from a Lender and from no other party or Person, private or otherwise, construction finance to the maximum extent of **Rs. 20,00,00,000/- (Rupees Twenty Crores only)** ("**Project Finance**") for the development, construction and completion of the Project, and for such purpose, the Developer shall be entitled, at its own cost, and expense, to create a charge only in respect of and restricted and limited to the Developer's Share, and in no event shall the Developer be entitled to create any manner or nature of Encumbrance over and/or in respect of any part or portion of the Owners' Share and/or the Owners' Allocation if any, and no part or portion of the Owners' Share and/or the Owners' Allocation shall in any manner be utilized and/or appropriated and/or applied for/towards repayment or otherwise of the aforesaid borrowings of/by the Developer.
- 8.2 Only in order to facilitate the Developer, the Owners will, at the request, cost, liability and responsibility of the Developer and without the Owners assuming any manner or nature of liability or responsibility, cause the Property to be mortgaged in favour of such Lender by way of Equitable

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Mortgage and/or by creating registered mortgage in this regard, and the Developer assures and covenants with the Owners that all borrowings and liabilities taken/created for the development of the Project on the Property including but not limited to the Project Finance shall be the sole and exclusive liability and responsibility of the Developer and there shall be no personal liability of the Owners in regard to any such debts, and thus no part or portion of the Owners' Share and/or the Owners' Allocation shall be mortgaged or in any other manner whatsoever be prejudicially or adversely or otherwise be impacted or affected due to any such debt, and all such debts (including the Project Finance) and the entirety of the interest, costs and other charges thereon shall be paid or settled by the Developer, and in the event of any default by the Developer as also on the termination of this Agreement, recovery shall be enforced only against the Developer, and further the Developer shall and undertakes to indemnify and keep each of the Owners and the Owners' Indemnified Parties safe, harmless and indemnified from and against any and all claims, damages, costs, charges, expenses, losses, liabilities, claims, actions, suits, proceedings etc. directly and/or arising therefrom/pertaining to/connected with the same and/or in respect thereof.

8.3 Further, in respect of the Project Finance, the Developer shall and undertakes and covenants to comply with:

- i) its obligations under the RERA and all Applicable Laws for obtaining and repaying the same; and
- ii) each of the terms, conditions, obligations etc. relating/pertaining to the same,

and thus, the Developer shall be and shall remain solely and exclusively liable and responsible for timely compliance, performance and fulfilment of all the terms, conditions, obligations, etc. relating/pertaining to the same, as also for any action taken in respect thereof and/or arising therefrom and/or pertaining thereto.

8.4 The Developer shall further bear and pay the finance costs as also repay the Project Finance together with all interest, penalty, costs, charges etc. by whatever name called, accrued or due or payable thereon and cause release of the Equitable Mortgage and/or registered mortgage within 90 days of receipt of the Completion Certificate and forthwith hand over all original Title Deeds and/or documents relating to the Property/Project to the Owners/Association, as the case may be. It is further expressly agreed that the Developer shall ensure timely release of charge and/or receipt of NOC from the Lender for all units that are attributed to the Owners' Allocation.

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- 8.5 The Developer further confirms and undertakes that the funds received as and by way of Project Finance shall be received in a separate bank account maintained for the said purpose by the Developer and shall be used and appropriated by the Developer solely and exclusively for the execution and implementation of the Project, and for no other purpose whatsoever or howsoever.
- 8.6 For the avoidance of any doubt it is further clarified that the Project Finance and the terms and conditions attached to/governing the same shall in no manner impede and/or prejudice and/or hamper and/or hinder the right of the Owners to receive any amount (including but not limited to the Owners' Share) in terms of/in pursuance of this Agreement and/or to appropriate the same, as also to/over/in respect of the Owners' Allocation if any, and the Developer undertakes and covenants to ensure that the aforesaid is strictly enforced and complied with.
- 8.7 Subject to and without prejudice to the provisions of this Agreement as also to the obligations of the Developer, the Owners agree to execute such deeds, documents and instruments as the Owners may reasonably determine for the sole and limited purpose of according their no-objection to the Developer applying for the Project Finance but without assuming and/or being exposed, directly or indirectly, to any liability, responsibility, obligation etc. in respect thereof, on the clear and unequivocal understanding and agreement that the terms and conditions of the Project Finance subsisting on the date of execution of the aforesaid documents by the Owners shall not in any manner be amended, varied, deleted, altered etc., and further the Owners shall not be called a furnish to the Lender any guarantees or equivalent of any nature whatsoever or howsoever for or in respect of the Project Finance.
- 8.8 The Developer further undertakes and covenants to cause the Lender to issue no-objections, consents etc. as may be necessary from time to time to facilitate Transfer of any part or portion of the Transferable Areas.
- 8.9 The Owners agree to co-operate with the Developer in having the Project certified for home loans from banks and financial institutions, but without assuming and/or being exposed to any financial or other liability in respect thereof or otherwise.
9. **Transfer of Transferable Areas**
- 9.1 Transfer of the Transferable Areas to the Intending Transferees shall be done, executed and performed in the manner provided in Clause 9.2

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hereinbelow, subject to the following conditions:

- 9.1.1 the Owners and the Developer shall regularly or as and when requested for by either Party, determine and/or review and/or revise, each as mutually agreed in writing by and between the Parties hereto, the minimum base price/consideration payable by an Intending Transferee in lieu of Transfer of any part or portion of the several components of the Transferable Areas including but not limited to towards PLC, floor rise charges, club fees and charges amongst others, bearing in mind the then prevailing circumstances including the market practice and trend in and around the locality where the Project is located (collectively, "**Minimum Consideration**"); and the Minimum Consideration fixed for transfer of every part and portion of the Transferable Areas and the Project shall form the basis of any negotiation and/or transaction pertaining to any part or portion of the Project, and accordingly, no part or portion of the Transferable Areas and/or the Project shall be dealt with/transacted/Transferred at/for an amount less than the Minimum Consideration;
- 9.1.2 In the event of any disagreement and/or contradiction regarding the Minimum Consideration between the Parties whereat the Owners proposes to sell the Units at a higher price (New Proposal Rate), then in that event the Owners shall be at liberty to sell the Units at the New Proposal Rate. However, in the event the Owners fail to find a Transferee at the said New Proposal Rate within a period of 15 days from the date of such New Proposal Rate, then in that event the Minimum Consideration as suggested by the Developer will be considered final.
- 9.1.3 the Transfer of any part or portion of the Transferable Areas and/or the Project in lieu of the Minimum Consideration shall be effected by way of tripartite agreement(s)/ deed(s)/document(s) between the Owners, the Intending Transferee and the Developer, on the understanding and agreement that the format and contents of each of the agreements, deeds, documents etc. pertaining to any part or portion of the Project including but not limited to the Transfer of any part or portion of the Transferable Areas shall be shall be drafted by such Advocate as agreed between the Parties and in conformity with the RERA ("**Transfer Documentation**"), and thus immediately on the closure/finalization of any negotiations and/or transaction with an Intending Transferee and/or in respect of any part or portion of the Project subject to and on the terms and conditions stipulated in this Agreement, the Developer shall provide the Owners with all the details of such negotiations and/or transactions; and the Developer shall submit fortnightly statements to the Owners setting forth the sales of

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the Project, and shall provide copies of each of the agreements to the Owners' Authorized Representative..

- 9.2 For the Transfer of any part or portion of the Transferable Areas to/in favour of any Intending Transferee in compliance with the applicable provisions of RERA prevailing on the Execution Date, the Owners and the Developer agree to Transfer: (a) the Unit in favour of the Intending Transferee; and (b) the proportionate undivided share respectively in the land comprised in the Property and in the Common Areas to the Association, each subject to and on such terms and conditions as the Developer and the Owners may mutually determine, but without prejudice to the several obligations etc. of the Developer in respect of each of the Units and the Project, on the understanding that upon any change, modification/ revision etc. in/of the applicable provisions of RERA and/or Applicable Law(s) and/or the enactment of any new Applicable Law(s), the Parties shall mutually discuss and agree on any other/alternate mode of Transfer.
- 9.3 Each time the Developer is ready to execute and register any agreement(s) to sell or Conveyance Deed(s) in favour of any Intending Transferee, the Developer shall send (by electronic means) notice ("Execution Notice") to the Owners intimating the date of such execution and registration ("Execution Date"), which date shall not be a date less than 10 (Ten) days from the date of Execution Notice. In case the Owners do not make themselves available and present on the Execution Date to execute and present the agreement(s) to sell or Conveyance Deed(s), the Developer shall be entitled to execute and register the same for and on behalf of the Owner as its lawful attorney, subject to payment being made as per the payment schedule in the agreement(s) to sell or the Conveyance Deed(s); on or before execution of the said document.
- 9.4 In case at any time after issuance of the Sanctioned Plan any additional area beyond that already sanctioned can be lawfully constructed at/on the Property or any part thereof due to changes in any law, rules, regulations, bye-laws or otherwise, then the same would be availed only upon the Owners and the Developer mutually agreeing in writing to do so and on such terms and conditions as may then be mutually agreed in writing between the Parties.
- 9.5 In order to ensure operational convenience and overall success of the Project, the Parties agree that the Developer shall be entitled to:

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- i) undertake the marketing and promotion of the Project and/or the Transferable Areas, and in pursuance thereof: (a) advertise, publicize, put hoardings, print pamphlets/brochures etc. of the Project; and (b) appoint brokers and other agents on such terms and conditions as the Developer may deem fit and proper;
- ii) adopt and spearhead a centralized sales policy; and
- iii) otherwise do all acts, deeds and things required for the marketing of the Project, provided that: -
 - a) the publicity and marketing of the Project shall be carried out by the Developer in accordance with such plan(s) as shall be intimated to the Owners; and
 - b) the name of the Project as also the branding thereof shall be such as shall be mutually determined by the Parties on the understanding that while the name of the Project suffix or prefix, shall have the word "Primarc" as its suffix or prefix, the Project shall be promoted under the joint brand of Developer (being the Primarc Group) and the Owners (being the Nortex Group), which fact shall be specifically mentioned in all publicity materials including site hoardings, brochures etc, and all publicity (except Digital media, wherein only the name of Primarc Group shall be mentioned); and
 - c) **Marketing and Brokerage Costs:** Sales, marketing, advertisement and brokerage cost of the Project shall be borne by the Developer. The Developer shall be entitled to recover from the Owners the said sales, marketing, advertisement and brokerage costs, at the rate of 5% of the Revenue plus applicable taxes (including GST) on the Owner's Share (Marketing and Brokerage Costs). For avoidance of any doubt, it is clarified that the Owners shall be liable to pay the Marketing and Brokerage Costs (i.e. 5% of the Owner's Share) plus applicable taxes only once against each sale. It is further clarified that in case of cancellation and subsequent sale of that unit the Owners shall not be liable to pay the Marketing and Brokerage Costs for the said subsequent sale.
 - d) The Developer shall on receipt of 20% of the consideration of the unit and execution of the Agreement for Sale, raise invoices for the Marketing and Brokerage Cost of that unit. The Developer may raise a collective invoice on monthly basis for the sales that have achieved the above mentioned milestone of that month. No invoice for Marketing and Brokerage costs will be raised until and unless 20% of the consideration is received from the Intending Transferee. The Owner agrees to make payment against such invoices within 7 (seven) days of receipt of the same. On failure of the Owner to make

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such payment within 7 (seven) days of receipt of the same, in that event the Owner shall be liable to pay interest on such unpaid invoice(s) @12% per annum till such time the same is paid to the Developer

- 9.6 All Transferable Areas in respect whereof no agreement for Transfer and/or bookings have been made as on the date of issuance of the Completion Certificate ("**Undisposed Areas**"), shall, after issuance of the Completion Certificate within a period of 90 (ninety) days or as may be mutually decided between the Parties, amicably identified and allocated by and between the Owners and the Developer in a fair and equitable manner in accordance with the Revenue Sharing Ratio on *pari passu* basis (having regard to the location, nature and status of use and occupation thereof) and in a manner so that, as far as possible, there is no extra advantage arising therefrom to either the Owners or the Developer (respectively "**Owners' Allocation**" and "**Developer's Allocation**", and collectively "**Allocations**"), and thereafter possession of the respective Allocations shall be handed over respectively to the Owners and the Developer, whereupon each of the Owners and the Developer shall be exclusively entitled to their respective Allocations with exclusive possession thereof coupled with the exclusive right to sell, transfer or otherwise deal with and dispose of the same in any manner that such Party deems fit and proper, without any right, claim or interest therein whatsoever of the other Party imposing/casting any liability, responsibility etc. on the other Party but without prejudice to the obligations of the Developer as also the terms of Transfer as stipulated in this Agreement.

For the avoidance of any doubt it is agreed and understood by and between the Parties that the respective Allocations of the Parties shall be respectively allotted and/or allocated to the Owners and the Developer and/or to their respective nominee(s), if any, subject to and on the same terms and conditions as are applicable to any other Transferable Areas, including but not limited to: (a) the proportion of the undivided impartible share and interest in the Property which shall be attributable to the Transferable Areas comprising the respective Allocations and the manner in which the same will be Transferred to the Association, (b) the nature of the right to be granted in the Common Areas, (c) the payment of the Deposits and Extra Charges if any attributable to the said Allocations, (d) the restrictions on the use of the Unit(s) and/or the Common Areas, payment of proportionate Common Expenses as may be attributable to each of the Allocations, all in accordance with Applicable Laws, and the Parties hereby agree, confirm,

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declare and undertake not to make or raise any claim and/or demand in this regard or contrary thereto.

Each of the Parties agree to bear and pay in respect of their respective Allocations: (i) the applicable Taxes and Party Taxes, if any; (ii) each of the then prevailing and applicable Deposits and Extra Charges along with applicable GST in respect of the Owners' Allocation and the same shall be paid in full prior to the Owners taking possession of the Owners' Allocation ; and (iii) the stamp duty and registration fees/charges payable on the deeds and documents recording Transfer of the same (iv) proportionate cost of GST payable, if applicable, by the Developer on the Owners' Allocation as on the date of obtaining Completion Certificate.

- 9.7 The Owners and the Developer agree and undertake to execute in favour of each other and/or the respective nominee(s) of each of the Parties/intending Transferees, the necessary Transfer Documentation in respect of each of the areas comprising the other Party's Allocations provided that in the event any Party fails to so execute the necessary Transfer Documentation even after lapse of 10 (Ten) days from the date of receipt of a written notice issued by the other Party in respect thereof, then such Party shall be entitled to execute the Transfer Documentation as the constituted attorney of the other Party provided that the format and contents of such documents shall be identical with that/those comprising the Transfer Documentation.

10. Common Areas

- 10.1 The Common Areas shall be used and/or dealt with only in such a manner as applicable under RERA.
- 10.2 Till formation of the Association, the Developer shall be entitled to maintain and manage the Common Areas either by itself or through any agency appointed by it for the said purpose, and upon formation of the Association, the maintenance and management of the Property shall be carried out by the Association. For this purpose, the Developer shall be entitled to collect from the Intending Transferees maintenance and other necessary charges as also and frame rules and regulations, each as mutually agreed in writing between the Parties.

11. Mutual Covenants

The Parties do hereby covenant with each other as follows:

- i) each Party shall duly and in a timely manner comply with such Party's respective obligations specified in this Agreement to ensure smooth execution and completion of the Project;

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- ii) neither Party shall intentionally do or omit or cause or permit to be done or omitted to be done any act, deed, matter or thing whereby or by reason whereof the development and/or completion and/or alienation of the Project may be hindered or obstructed in any manner;
- iii) to do, execute and perform all acts, deeds, matters and things as may be necessary and/or required to be done by such Party from time to time for undertaking and completing the Project and the Transfer thereof in terms of this Agreement;

12. Default and consequences

- 12.1** The Parties shall extend full co-operation to each other towards completion of the Project. In the event any term, condition, obligation and/or representation of this Agreement is breached by any party in any manner, such party shall be deemed to be a **"Party in Default"** and the event an **"Event of Default"**.

In such an eventuality, the non-defaulting Party/parties shall within 7 days of the Event of Default coming or being brought to its notice, advise/inform the Party in Default of the same having occurred (**"Intimation of Default"**), calling upon the Party in Default to rectify/remedy the same forthwith and in any case no later than 30 days of such intimation (**"Default Remedy Period"**).

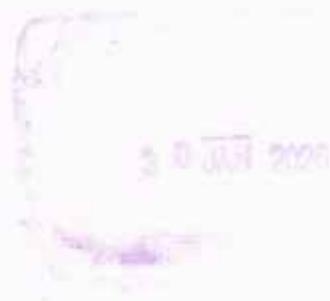
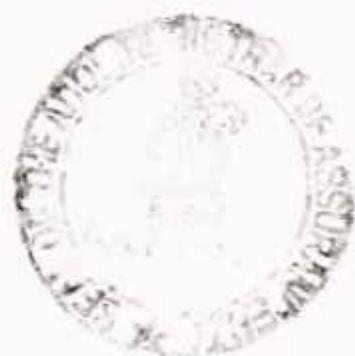
The Party in Default shall, upon receipt of the Intimation of Default, take prompt and immediate step/s to remedy and/or rectify the said Event of Default within the Default Remedy Period or such further/extended Default Remedy Period as may be mutually agreed by and between the Parties (**"Extended Default Remedy Period"**) and shall keep the non-defaulting Party/ parties regularly informed about the progress of the steps that have been taken to rectify the default.

12.2 Owners' Event of Default and consequences

In the event of any injunction due to Court orders and/or stoppage of work issued by any Statutory and/or Competent Authority on the Property due to any claim on the title, the Owners shall, at their own cost and expense, take all step/s to remedy/rectify the same within a reasonable period of time. The Completion Date of the Project shall, in such an eventuality, be deemed to be extended for the period, for which, the progress of development and/or construction of the Project is impacted due to such claim on the title of the Owner.

If in the opinion of the Owner the claim on the title is incurable, the Parties

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shall mutually discuss and decide the way forward. It is hereby clarified that in the event the Developer is made liable to pay compensation to the Customer under the provisions of RERA or any Applicable Law for the time being in force owing to delay in completion or non-completion of Project attributable to such claim on the title of the Owner, then such liability towards payment of compensation, fines, etc, to the Customers of the Project shall be met, borne and paid in entirety by the Owner and the Developer shall not be made liable in this regard, in any manner whatsoever.

12.3 Developer's Event of Default and consequences

In the event the Developer fails to complete the construction of the Project within the Completion Date i.e. 48 months from the date of obtaining RERA registration of the Project and an extended grace period of 6 months as mentioned in Clause 4.2.3(d) hereinabove, subject to the Owner not being in breach or default as mentioned above and there being no Force Majeure Event, in that event, the Owner shall be entitled to receive, and the Developer shall be liable to pay to the Owners a compensation @ 18% per annum on the proportionate share of the Owners Share with respect to the unrealized amounts from the sold units, from such extended period till the completion of the Project in terms of this Agreement. It is hereby clarified that the above payment to the Owners would be in addition to what the Developer may become liable to pay as compensation, costs, fines, etc, to the Customers under the provisions of RERA or any Applicable Law for the time being in force owing to delay in completion or non-completion of the Project on time and the Owner shall not be made liable in this regard, in any manner whatsoever.

13. Force Majeure

Upon occurrence of an Force Majeure Event the obligations of the Affected Party will be suspended during the period of continuation of such Force Majeure Event and the timelines shall be extended by the period during which such Force Majeure Event continues provided that if any Force Majeure Event continues for a period of 120 (One hundred and Twenty) days, then either the Parties may mutually agree to continue the Agreement for a mutually agreed extended period of time, or either Party would be entitled to terminate this Agreement after providing a notice of 30 (thirty) days to the other Party and upon expiry of the said 30 (thirty) days' period this Agreement shall stand determined. Upon such termination, the Owner shall refund to the Developer the entirety of the amount comprising the Interest Free Refundable Security Deposit received till such date by the Owners without any interest thereon, and the Developer shall forthwith render the Property free from the charge or mortgage that the Developer may

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have created in respect of the Property for arranging the Project Finance.

14. **Confidentiality**

14.1 Each Party shall keep all information and other materials passing between them in relation to the transactions contemplated by this Agreement ("**Information**") confidential and shall not without the prior written consent of the other Party, divulge the Information to any other Person or use the Information other than for carrying out the purposes of this Agreement except to the extent that:

14.1.1 such Information is in the public domain other than by breach of this Agreement;

14.1.2 such Information is required to be disclosed to the employees and professional advisors of a Party including auditors, tax consultants, legal advisors, Architect etc., on a need to know basis;

14.1.3 such Information is required or requested to be disclosed by any Applicable Law or any applicable regulatory requirements or by any regulatory body to whose jurisdiction the relevant Party is subject or with whose instructions it is customary to comply under notice to the other Party;

14.1.4 any of such Information was previously known or already in the lawful possession of a Party, prior to disclosure by the other Party hereto;

14.1.5 such Information is disclosed in connection with the performance of obligations or the exercise of rights under this Agreement; or

14.1.6 any information, materially similar to the Information, shall have been independently developed by a Party without reference to any Information furnished by the other Party hereto.

14.2 In the event that any Party is requested or becomes legally compelled to disclose the Information in contravention of the provisions of Clause 14.1 hereinabove, such Party ("**Disclosing Party**") shall provide the other Party ("**Non-Disclosing Party**") with prompt written notice of such fact so that the Non-Disclosing Party may seek, with the cooperation and reasonable efforts of the Disclosing Party, a protective order, confidential treatment or other appropriate remedy. In such an event, the Disclosing Party shall furnish only that portion of the Information which such Party is legally required to, and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such Information to the extent reasonably requested by the Non-Disclosing Party. The Parties further agree that to the extent possible and/or to the extent permitted by Applicable Law, the contents of such disclosure shall be agreed in advance between the Parties and the Parties shall immediately respond in this regard.

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14.3 Each of the Parties undertake not to disclose the existence or substance of the discussions between the Parties nor to make any announcement or disclosure in respect thereof and/or in connection with the transactions stipulated herein and/or of any document executed or delivered simultaneously/pursuant hereto and/or of any information exchanged between the Parties prior to and/or under and/or in pursuance of this Agreement and/or the transactions stipulated herein, unless the Party desirous of so disclosing has consulted the other Party in advance in relation to the contents of such announcement or disclosure and has obtained the prior written consent of the other Party in respect of such announcements and/or disclosures, which consent shall not be unreasonably withheld or delayed.

15. **Dispute Resolution and Governing Law**

All or any dispute and/or disagreement between the parties arising from or on account of the implementation, interpretation or otherwise from/out of this Agreement shall be endeavored to be resolved/settled mutually by and between the parties within 60 (sixty) days of such dispute/disagreement being raised by any party.

Failing such settlement/resolution, the Parties agree that any and all claims, issues, matters, disputes and controversies arising directly or indirectly from the relationship between the Parties and/or out of or in connection with this Agreement including the existence, validity, interpretation, execution, breach and termination of this Agreement shall be referred to arbitration of a sole Arbitrator to be appointed within 4 weeks from the date of notice of Arbitration, in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time.

16. **Miscellaneous**

16.1 **Notices:** All notices and other communications pursuant to this Agreement shall be in writing and given/delivered personally or by recognized courier or by registered post/speed post (return receipt requested), or by electronic mail to the relevant Party at the addresses set forth below or to such other address as the Party to whom notice is to be given may have furnished to the other Party hereto in writing in accordance herewith. Any such notice or communication shall be deemed to have been served, delivered and received: (a) in the case of personal delivery, when proof of delivery is obtained by the delivering Party, (b) in the case of recognized courier or post, on the 5th (fifth) day following the day of such posting, or when proof of delivery is obtained

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by the delivering Party, whichever be earlier and (c) in the case of electronic mail, on the date of dispatch.

In the case of notice to the Owners to:

Attention: Mr. M. L. Surana

Address: Poddar Udyog Limited
1st floor, Hongkong House
31, B.B.D. Bagh (S)
Kolkata - 700001

Email: mls@poddar.co.in & nikhil@poddar.in

In the case of notice to the Developer, to:

Attention: Primarc Projects Private Limited

Address: Primarc Square", LA-1, Salt Lake City, Sector - III, Bidhan Nagar, Sai Complex, Post Office Bidhannagar Sai Complex, Police Station Bidhannagar (East), Kolkata - 700 098.

Email: cs@primarc.in

or at such other address and/or email id as the Party to whom such notices, requests, demands or other communication is to be given shall have been last notified by the Party giving the same in the manner provided in this Clause, but no such change of address shall be deemed to have been given until it is actually received by the Party sought to be charged with the knowledge of its contents.

- 16.2 **Amendments:** No addition, change, variation, amendment or modification of any of the terms and conditions set forth herein shall be valid unless the same is mutually agreed to by both the Parties and is reduced in writing signed by both the Parties, which shall then form an intrinsic part of this Agreement.
- 16.3 **Severability:** If any term or provision of this Agreement is declared/held to be illegal or unenforceable or invalid or prohibited by Applicable Law or by any court of law, as the case may be, it shall be treated for all purposes as severed from this Agreement and ineffective to the extent of such invalidity or unenforceability, without affecting in any manner all the remaining provisions hereof, which shall continue to be valid and binding, and remain in full force and effect. Upon such a determination, the Parties shall negotiate in good faith to substitute the provision determined as being invalid or unenforceable so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as contemplated hereby to the fullest extent possible in accordance with the Applicable Laws.

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16.4 **Assignment:** This Agreement is personal to the Developer and except as specifically provided for in this Agreement, the Developer shall not be entitled to directly or indirectly transfer and/or assign and/or novate its right, interest, benefits of/under this Agreement to any Person without the prior written consent of the Owners.

Further, during the subsistence of this Agreement or until completion of the Project, whichever be earlier, the Owners will not transfer, assign, charge, mortgage, encumber or otherwise deal with, or induct any Person into the Property or in any portion thereof or enter into any agreement in respect thereof, save in the matter and/or occurrence of the events stipulated herein.

16.5 **No Waiver:** No waiver of any term or condition or covenant or provision of this Agreement or of any breach of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision or breach. No failure to exercise and no delay in exercising on the part of any of the Parties any right, remedy, power or privilege hereunder shall be construed or implied or operate as a waiver or acquiescence thereof nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Without limiting the foregoing, no waiver by a Party of any breach by the other Party of any provision hereof shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other provisions hereof.

16.6 **Partnership:** 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 including as contemplated under the Income Tax Act, 1961.

16.7 **Entire Agreement:** This Agreement together with its Schedules sets forth the complete understanding between the Parties hereto and supersedes all previous communication, memoranda, understandings, letters of intent and documents exchanged between the Parties hereto regarding the subject matter hereof, it being further clarified that any and all documents executed in writing between the Parties hereto in pursuance hereof and/or simultaneously hereto (including in the nature/form of letters), whether registered or unregistered, shall be deemed to form and comprise an integral and inseparable part of this Agreement and shall be binding on each of the Parties hereto.

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Covenants Reasonable: Each of the Parties agree that having due regard to all the circumstances, the covenants contained in this Agreement are reasonable and necessary for the protection of the Parties.

16.8 **Costs and Expenses:** Each Party shall pay and bear the Taxes and Party Taxes respectively payable by such Party, arising from or in respect of this Agreement, and shall keep the other Party safe, harmless and indemnified in respect thereof provided that the entirety of the stamp duty and registration fee payable on this Agreement shall be borne and paid by the Developer.

16.9 **Third Party Benefit:** Nothing herein expressed or implied is intended to, nor shall it be construed to confer upon or give to any Third Party, any right, remedy or claim under or by reason of this Agreement or any part hereof.

16.10 **Representation by the signatories:** Each signatory to this Agreement represents and warrants that he/she is duly authorized by the Party for and on whose behalf he/she is signing this Agreement, to execute the same in a manner binding upon the said Party, and that all corporate and other approvals and procedures, if any necessary for vesting such authority, have been duly obtained and complied with.

Schedule A **("Property")**

ALL THAT the piece and parcel of land measuring about 52 Cottahs 11 Chittacks equivalent to 87 decimal, more or less, situated at Mouza- Kasba, J.L No. 13, comprised in R.S./L.R. Plot No. 2752 (P), C.S. Khatian No. 112, R.S. Khatian No. 2233, L.R. Khatian Nos. 3401 to 3408, 3415, Police Station- Kasba, being, Premises No. 203, Salil Chowdhury Sarani (formerly known as Rajdanga Road), Kolkata - 700 107 (previously Kolkata - 700 078), within the limits of Ward No. 107 of the Kolkata Municipal Corporation, District South 24 Parganas, West Bengal. The Property is butted and bounded and delineated in the Plan annexed hereto and duly bordered thereon in **RED** as follows:

The North by: 7.2m wide Rajdanga Main Road

The South by: R.S./L.R. Dag No. 3327 & Part of R.S./L.R. Dag No. 2752

The East by: R.S./L.R. Dag No. 2753 & Chakrabortypara Playground & Premises No. 1582/1, Rajdanga Main Road, Purba Abasan

The West by: 14.2m wide Rajdanga Main Road

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Schedule B
("Devolution Of Title")

- 1. Ownership of Larger Premises:** By a registered Deed of Conveyance (in Bengali language) dated 15th October, 1963, registered in the Office of the Sub-Registrar, Alipore, in Book No. I, Volume No. 162, at Pages 289 to 294, Being No. 8460 for the year 1963, Kamala Bala Adhya sold, conveyed and transferred to (1) Lakshmi Narayan Ghosh and (2) Ganesh Chandra Ghosh, land measuring 2 (two) *bigha* 15 (fifteen) *cottah* and 11 (eleven) *chittak*, equivalent to 55 (fifty five) *cottah* and 11 (eleven) *chittack* equivalent to 92.0455 (ninety two point zero four five five) decimal, more or less, out of 176 (one hundred and seventy six) decimal, **together with** a demarcated common passage for ingress and egress and with all other easement rights, comprised in R.S. *Dag* No. 2752, recorded in C.S. *Khatian* No. 112, R.S. *Khatian* No. 2233, *Mouza* Kasba, J.L. No. 13, *Re. Sa.* No. 233, *Touzi* No. 145, Police Station Jadavpur (previously Tollygunge), Sub-Registration District Alipore, District 24 Parganas (**Larger Premises**), free from all encumbrances and for the consideration mentioned therein. Pursuant to the above purchase (1) Lakshmi Narayan Ghosh and (2) Ganesh Chandra Ghosh became the joint and absolute owners of the Larger Premises.
- 2. Requisition of Land:** By an Order dated 29th April, 1978, Case No. 105/76-77, Land and Land Reforms Department, Government of West Bengal, Land Acquisition (II) Branch, requisitioned under section (1) of Section 3 of the West Bengal Land (Requisition and Acquisition) Act, 1948, land in *Mouza* Kasba (Sheet No. 7), J.L. No. 13, Police Station Jadavpore (at present Kasba), District South 24 Parganas. The Government of West Bengal, Land and Land Reforms Authority partly compensated the owners by issuing cheque.
- 3. Sale to Gurupada Halder:** By a Deed of Conveyance (in Bengali language) dated 27th August, 1981, registered in the Office of the Additional District Sub-Registrar, 24 Parganas, in Book No. I, Volume No. 324, at Pages 158 to 165, Being No. 10062 for the year 1981, (1) Lakshmi Narayan Ghosh and (2) Ganesh Chandra Ghosh jointly sold, conveyed and transferred to Gurupada Halder, land measuring 3 (three) *cottah*, more or less, **together with** a dwelling house out of the Larger Premises, thus, (1) Lakshmi Narayan Ghosh and (2) Ganesh Chandra Ghosh becoming the joint owners of the property being 52 (fifty two) *cottah* and 11 (eleven) *chittack* (hereinafter referred to as the "**Property**") subject to the acquisition/requisition by the State Government.
- 4. Calcutta Gazette 1983:** By a Notification dated 29th November, 1983 published through Calcutta Gazette [8282 LA (PW) IM 78/82, 21st November, 1983], land measuring 166 (one hundred and sixty six) decimal out of 176 (one hundred and seventy six) decimal, comprised in R.S. *Dag* No. 2752 excluding the area covered by structure as mentioned therein,

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was requisitioned under sub-section (1) of Section 3 of the West Bengal Land (Requisition & Acquisition) Act, 1948.

5. **Demises of Lakshmi Narayan Ghosh:** On 1st June, 1987, Lakshmi Narayan Ghosh, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died intestate, leaving behind him surviving his wife, Provabati Ghosh, his 5 (five) sons, namely, (1) Sunil Kumar Ghosh (2) Salil Ghosh (3) Subir Ghosh (4) Sisir Ghosh (5) Swapan Ghosh and his 6 (six) daughters, namely, (1) Susmita Ghosh (2) Mamata Chal (3) Lalita Ghosh (4) Namita Arnab (5) Samita Ghosh and (6) Sabita Ghosh (collectively **Legal Heirs Of Lakshmi**), as his only legal heirs and heiresses, who jointly and in equal share inherited the right, title and interest of Late Lakshmi Narayan Ghosh in the Property.
6. **Calcutta Gazette 1995:** By a Notification dated 13th October, 1995 published through Calcutta Gazette [5605-LA(II)/ID-19/95/UD], 10 (ten) decimal out of 176 (one hundred and seventy six) decimal, comprised in R.S. *Dag* No. 2752 was requisitioned under sub-section (1) of Section 3 of the West Bengal Land (Requisition & Acquisition) Act, 1948.
7. **Writ Application:** Legal Heirs Of Lakshmi and Ganesh Chandra Ghosh jointly filled a Writ Petition being No. 16143 (W) of 1996 before the Hon'ble High Court, Calcutta and against the proceeding vide No. LA II 105 of 1976-77.
8. **Order from Writ Application:** By an Order dated 11th October, 1996 directed the authorities to consider to release the *inter alia* the Property and dispose of Annexure G to the Writ Application in accordance with law.
9. **Release of R.S. Dag No. 2752:** Pursuant to the above Order dated 11th October, 1996 passed in C.O. No. 16143(W) of 1996 by the Hon'ble High Court, Calcutta, the Joint Secretary, Government of West Bengal by a Departmental Order dated 20th November, 1996 being Order No. 6961-LA(II) release and/or cancelled the acquisition proceeding.
10. **Agreement by Legal Heirs Of Lakshmi:** By an Agreement dated 18th March, 1998, Legal Heirs Of Lakshmi, as Owners, agreed to sale, convey and transfer to Webstar Industries Private Limited, land measuring 26 (twenty six) *cottah*, more or less, out of the Property.
11. **Agreement by Ganesh Chandra Ghosh:** By an Agreement dated 18th March, 1998, Ganesh Chandra Ghosh, as Owner, agreed to sale, convey and transfer to Webstar Industries Private Limited, land measuring 26 (twenty six) *cottah*, more or less, out of the Property.
12. **Release Order from Land Acquisition:** By 2 (two) separate Orders, both dated 27th August, 1999 vide Order No. LA(S) 1744 (30), the Collector, South 24 Parganas released land measuring 95 (ninety five) decimal [0.475 (zero point four seven five) *acre*] in favour of the Legal Heirs Of Lakshmi i.e. Prabhabati Ghosh and others and Ganesh Chandra Ghosh (includes the Property).
13. **Writ Petitions:** However, the subsequent failure on the part of the concerned authority to demarcate and handover possession of the Property to the Legal Heirs Of Lakshmi i.e Prabhabati Ghosh and others and Ganesh Chandra Ghosh along with others (hereinafter referred to the said **Writ Petitioners**) , led to them filing several legal proceedings before the Hon'ble

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High Court being W.P No.22476(W) of 2000, WP No. 5731 (W) of 2004, M.A.T No. 3050 of 2005 and applications related thereto, in pursuance of the order dated 29th June 2007 possession of the Property was ultimately handed over by the Land Acquisition Department on 26th July, 2007 in the presence of Police officials to the said Writ Petitioners.

- 14. Sale of Property:** By a Conveyance dated 25th August, 2006, registered in the Office of the Additional Registrar of Assurances I, Kolkata, in Book No. I, CD Volume No. 80, Pages 4058 to 4078, Being No. 9849 for the year 2008, Ganesh Chandra Ghosh and Legal Heirs Of Lakshmi jointly sold, conveyed and transferred to Poddar Udyog Limited with the confirmation of Webstar Industries Private Limited, land measuring 95 (ninety five) decimal equivalent to 55 (fifty five) *cottah*, more or less, situate, lying at and being Municipal Premises No. 203, Rajdanga Main Road, comprised in R.S. *Dag* No. 2752 (part), recorded in R.S. *Khatian* No. 2233, *Mouza* Kasba, J.L. No. 13, Police Station Kasba, Sub-Registration District Alipore, within Ward No. 107 of the Kolkata Municipal Corporation, District South 24 Parganas. It is clarified herein that Ganesh Chandra Ghosh and Legal Heirs Of Lakshmi were entitled to the transfer the Property measuring 52 (fifty two) *cottah* and 11 (eleven) *chittack*, more or less, and not 95 (ninety five) decimal equivalent to 55 (fifty five) *cottah*, more or less. Be it clarified that, as per calculation 95 (ninety five) decimal equivalent to 57.58 (fifty seven point five eight) *cottah* and not to 55 (fifty five) *cottah*, though it was written in the Deed as mentioned above.
- 15. Sale to AXIOM:** By a Deed of Conveyance dated 28th March, 2013, registered in the Office of the District Sub-Registrar III, Alipore, in Book No. I, Volume No. 1603-2020, at Pages 90534 to 90559, Being No. 160302871 for the year 2020, Poddar Udyog Limited sold, conveyed and transferred to AXIOM Enclave Private Limited, land measuring 6 (six) *cottah*, more or less, together with tin shed structure measuring 100 (one hundred) square feet, out of the Property.
- 16. Sale to Disha Enclave:** By a Deed of Conveyance dated 28th March, 2013, registered in the Office of the District Sub-Registrar III, Alipore, in Book No. I, Volume No. 1603-2020, at Pages 90586 to 90611, Being No. 160302872 for the year 2020, Poddar Udyog Limited sold, conveyed and transferred to Disha Enclave Private Limited, land measuring 6 (six) *cottah*, more or less, together with tin shed structure measuring 100 (one hundred) square feet, out of the Property.
- 17. Sale to Suhana Plaza:** By a Deed of Conveyance dated 28th March, 2013, registered in the Office of the District Sub-Registrar III, Alipore, in Book No. I, Volume No. 1603-2020, at Pages 90612 to 90637, Being No. 160302873 for the year 2020, Poddar Udyog Limited sold, conveyed and transferred to Suhana Plaza Private Limited, land measuring 6 (six) *cottah*, more or less, together with tin shed structure measuring 100 (one hundred) square feet, out of the Property.
- 18. Sale to Evernew Highrise:** By a Deed of Conveyance dated 28th March, 2013, registered in the Office of the District Sub-Registrar III, Alipore, in Book No. I, Volume No. 1603-2020, at Pages 90664 to 90689, Being No. 160302886 for the year 2020, Poddar Udyog Limited sold, conveyed and

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ADDITIONAL REGISTRAR
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transferred to Evernew Highrise Private Limited, land measuring 6 (six) *cottah*, more or less, together with tin shed structure measuring 100 (one hundred) square feet, out of the Property.

- 19. Sale to Platinum Infracon:** By a Deed of Conveyance dated 28th March, 2013, registered in the Office of the District Sub-Registrar III, Alipore, in Book No. I, Volume No. 1603-2020, at Pages 90742 to 90767, Being No. 160302875 for the year 2020, Poddar Udyog Limited sold, conveyed and transferred to Platinum Infracon Private Limited, land measuring 6 (six) *cottah*, more or less, together with tin shed structure measuring 100 (one hundred) square feet, out of the Property.
- 20. Sale to Presidency Niwas:** By a Deed of Conveyance dated 28th March, 2013, registered in the Office of the District Sub-Registrar III, Alipore, in Book No. I, Volume No. 1603-2020, at Pages 90690 to 90715, Being No. 160302876 for the year 2020, Poddar Udyog Limited sold, conveyed and transferred to Presidency Niwas Private Limited, land measuring 6 (six) *cottah*, more or less, together with tin shed structure measuring 100 (one hundred) square feet, out of the Property.
- 21. Sale to Liberal Developers:** By a Deed of Conveyance dated 28th March, 2013, registered in the Office of the District Sub-Registrar III, Alipore, in Book No. I, Volume No. 1603-2020, at Pages 90819 to 90844, Being No. 160302877 for the year 2020, Poddar Udyog Limited sold, conveyed and transferred to Liberal Developers Private Limited, land measuring 6 (six) *cottah*, more or less, together with tin shed structure measuring 100 (one hundred) square feet, out of the Property.
- 22. Sale to Premium Promoters:** By a Deed of Conveyance dated 28th March, 2013, registered in the Office of the District Sub-Registrar III, Alipore, in Book No. I, Volume No. 1603-2020, at Pages 90768 to 90792, Being No. 160302878 for the year 2020, Poddar Udyog Limited sold, conveyed and transferred to Premium Promoters Private Limited, land measuring 6 (six) *cottah*, more or less, together with tin shed structure measuring 100 (one hundred) square feet, out of the Property.
- 23. Ownership of Poddar Udyog:** Thus (1) AXIOM Enclave Private Limited (2) Disha Enclave Private Limited (3) Suhana Plaza Private Limited (4) Evernew Highrise Private Limited (5) Platinum Infracon Private Limited (6) Presidency Niwas Private Limited (7) Liberal Developers Private Limited and (8) Premium Promoters Private Limited became the owners of land measuring 48 (forty eight) *cottah*, more or less, out of the Property and Poddar Udyog Limited remained as the owner of land measuring 9.58 (nine point five eight) *cottah* (**Poddar's Portion**), more or less *It is clarified herein the actual entitlement of Poddar Udyog Limited is 4 (four) cottah and 11 (eleven) chittack, more or less.*
- 24. Sale from Poddar's Portion:** By a Deed of Conveyance dated 6th May, 2022, registered in the Office of the Additional Registrar of Assurances III, Kolkata, in Book No. I, Volume No. 1903-2022, at Pages 319495 to 319523, Being No. 190305255 for the year 2022, Poddar Udyog Limited sold, conveyed and transferred to (1) AXIOM Enclave Private Limited (2) Disha Enclave Private Limited (3) Suhana Plaza Private Limited (4) Evernew Highrise Private Limited (5) Platinum Infracon Private Limited (6)

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Presidency Niwas Private Limited (7) Liberal Developers Private Limited and (8) Premium Promoters Private Limited, undivided land measuring 100 (one hundred) square feet, more or less, together with proportionate built up area measuring 50 (fifty) square feet out of total built up area of 150 (one hundred and fifty) square feet, more or less, in the tin shed structure, out of Poddar's Portion out of the Property. *Poddar's Portion mentioned as 9.58 (nine point five eight) cottah, more or less, but actual entitlement is only 4 (four) cottah and 11 (eleven) chittack, more or less*

- 25. Internal Sale by AXIOM:** By a Deed of Conveyance dated 6th May, 2022, registered in the Office of the Additional Registrar of Assurances III, Kolkata, in Book No. I, Volume No. 1903-2022, at Pages 319524 to 319552, Being No. 190305256 for the year 2022, AXIOM Enclave Private Limited sold, conveyed and transferred to (1) Poddar Udyog Limited (2) Disha Enclave Private Limited (3) Suhana Plaza Private Limited (4) Evernew Highrise Private Limited (5) Platinum Infracon Private Limited (6) Presidency Niwas Private Limited (7) Liberal Developers Private Limited and (8) Premium Promoters Private Limited, undivided land measuring 100 (one hundred) square feet, more or less, together with proportionate built up area measuring 50 (fifty) square feet out of total built up area of 100 (one hundred) square feet, more or less, in the tin shed structure, out of its portion of land measuring 6 (six) cottah out of the Property.
- 26. Internal Sale by Disha Enclave:** By a Deed of Conveyance dated 6th May, 2022, registered in the Office of the Additional Registrar of Assurances III, Kolkata, in Book No. I, Volume No. 1903-2022, at Pages 319553 to 319581, Being No. 190305257 for the year 2022, Disha Enclave Private Limited sold, conveyed and transferred to (1) Poddar Udyog Limited (2) AXIOM Enclave Private Limited (3) Suhana Plaza Private Limited (4) Evernew Highrise Private Limited (5) Platinum Infracon Private Limited (6) Presidency Niwas Private Limited (7) Liberal Developers Private Limited and (8) Premium Promoters Private Limited, undivided land measuring 100 (one hundred) square feet, more or less, together with proportionate built up area measuring 50 (fifty) square feet out of total built up area of 100 (one hundred) square feet, more or less, in the tin shed structure, out of its portion of land measuring 6 (six) cottah out of the Property.
- 27. Internal Sale by Suhana Plaza:** By a Deed of Conveyance dated 6th May, 2022, registered in the Office of the Additional Registrar of Assurances III, Kolkata, in Book No. I, Volume No. 1903-2022, at Pages 319582 to 319610, Being No. 190305258 for the year 2022, Suhana Plaza Private Limited sold, conveyed and transferred to (1) Poddar Udyog Limited (2) AXIOM Enclave Private Limited (3) Disha Enclave Private Limited (4) Evernew Highrise Private Limited (5) Platinum Infracon Private Limited (6) Presidency Niwas Private Limited (7) Liberal Developers Private Limited and (8) Premium Promoters Private Limited, undivided land measuring 100 (one hundred) square feet, more or less, together with proportionate built up area measuring 50 (fifty) square feet out of total built up area of 100 (one hundred) square feet, more or less, in the tin shed structure, out of its portion of land measuring 6 (six) cottah out of the Property.

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- 28. Internal Sale by Platinum Infracon:** By a Deed of Conveyance dated 6th May, 2022, registered in the Office of the Additional Registrar of Assurances III, Kolkata, in Book No. I, Volume No. 1903-2022, at Pages 319611 to 319639, Being No. 190305259 for the year 2022, Platinum Infracon Private Limited sold, conveyed and transferred to (1) Poddar Udyog Limited (2) AXIOM Enclave Private Limited (3) Disha Enclave Private Limited (4) Evernew Highrise Private Limited (5) Suhana Plaza Private Limited (6) Presidency Niwas Private Limited (7) Liberal Developers Private Limited and (8) Premium Promoters Private Limited, undivided land measuring 100 (one hundred) square feet, more or less, together with proportionate built up area measuring 50 (fifty) square feet out of total built up area of 100 (one hundred) square feet, more or less, in the tin shed structure, out of its portion of land measuring 6 (six) *cottah* out of the Property.
- 29. Internal Sale by Presidency Niwas:** By a Deed of Conveyance dated 6th May, 2022, registered in the Office of the Additional Registrar of Assurances III, Kolkata, in Book No. I, Volume No. 1903-2022, at Pages 319640 to 319668, Being No. 190305260 for the year 2022, Presidency Niwas Private Limited sold, conveyed and transferred to (1) Poddar Udyog Limited (2) AXIOM Enclave Private Limited (3) Disha Enclave Private Limited (4) Evernew Highrise Private Limited (5) Suhana Plaza Private Limited (6) Platinum Infracon Private Limited (7) Liberal Developers Private Limited and (8) Premium Promoters Private Limited, undivided land measuring 100 (one hundred) square feet, more or less, together with proportionate built up area measuring 50 (fifty) square feet out of total built up area of 100 (one hundred) square feet, more or less, in the tin shed structure, out of its portion of land measuring 6 (six) *cottah* out of the Property.
- 30. Internal Sale by Liberal Developers:** By a Deed of Conveyance dated 6th May, 2022, registered in the Office of the Additional Registrar of Assurances III, Kolkata, in Book No. I, Volume No. 1903-2022, at Pages 319669 to 319697, Being No. 190305261 for the year 2022, Liberal Developers Private Limited sold, conveyed and transferred to (1) Poddar Udyog Limited (2) AXIOM Enclave Private Limited (3) Disha Enclave Private Limited (4) Evernew Highrise Private Limited (5) Suhana Plaza Private Limited (6) Platinum Infracon Private Limited (7) Presidency Niwas Private Limited and (8) Premium Promoters Private Limited, undivided land measuring 100 (one hundred) square feet, more or less, together with proportionate built up area measuring 50 (fifty) square feet out of total built up area of 100 (one hundred) square feet, more or less, in the tin shed structure, out of its portion of land measuring 6 (six) *cottah* out of the Property.
- 31. Internal Sale by Premium Promoters:** By a Deed of Conveyance dated 6th May, 2022, registered in the Office of the Additional Registrar of Assurances III, Kolkata, in Book No. I, Volume No. 1903-2022, at Pages 319698 to 319726, Being No. 190305262 for the year 2022, Premium Promoters Private Limited sold, conveyed and transferred to (1) Poddar Udyog Limited (2) AXIOM Enclave Private Limited (3) Disha Enclave Private Limited (4) Evernew Highrise Private Limited (5) Suhana Plaza Private Limited (6) Platinum Infracon Private Limited (7) Presidency Niwas Private Limited and (8) Liberal Developers Private Limited, undivided land measuring 100 (one

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hundred) square feet, more or less, together with proportionate built up area measuring 50 (fifty) square feet out of total built up area of 100 (one hundred) square feet, more or less, in the tin shed structure, out of its portion of land measuring 6 (six) *cottah* out of the Property.

- 32. Internal Sale by Evernew Highrise:** By a Deed of Conveyance dated 6th May, 2022, registered in the Office of the Additional Registrar of Assurances III, Kolkata, in Book No. I, Volume No. 1903-2022, at Pages 319727 to 319755, Being No. 190305263 for the year 2022, Evernew Highrise Private Limited sold, conveyed and transferred to (1) Poddar Udyog Limited (2) AXIOM Enclave Private Limited (3) Disha Enclave Private Limited (4) Premium Promoters Private Limited (5) Suhana Piazza Private Limited (6) Platinum Infracon Private Limited (7) Presidency Niwas Private Limited and (8) Liberal Developers Private Limited, undivided land measuring 100 (one hundred) square feet, more or less, together with proportionate built up area measuring 50 (fifty) square feet out of total built up area of 100 (one hundred) square feet, more or less, in the tin shed structure, out of its portion of land measuring 6 (six) *cottah* out of the Property.
- 33. Demarcation of Road:** On 8th February, 2023 a joint survey was conducted for demarcation of the existing project road along the North-South direction along R.S *Dag* No. 2752, *Mouza* Kasba for physical demarcation of the abutting the road on the northern and western sides of the Property. With reference to the joint survey, the KMDA (Kolkata Metropolitan Development Authority) vide its letter dated 16th March, 2023 along with a demarcation report confirmed that the existing project road is beyond the Property.
- 34. Ownership of Owners:** (1) AXIOM Enclave Private Limited (2) Disha Enclave Private Limited (3) Suhana Piazza Private Limited (4) Evernew Highrise Private Limited (5) Platinum Infracon Private Limited (6) Presidency Niwas Private Limited (7) Liberal Developers Private Limited (8) Premium Promoters Private Limited and (9) Poddar Udyog Limited (collectively **Owners**) got their name mutated in the records of right under L.R. Khatian Nos. 3401, 3402, 3403, 3404, 3405, 3406, 3407, 3408 and 3415 and subsequently the Property was also converted from agricultural land to non agricultural land.
- 35. Mutation by Owners:** The Owners have mutated their name in the records of the Kolkata Municipal Corporation under Assessee No. 311071802272 and regularly paying taxes against the Property.
- 36. AND WHEREAS** upon an application being made by the said Axiom Enclave Private Limited to the Ministry of Corporate Affairs, Government of India allowed the conversion of the said company to a Limited Liability Partnership and issue a fresh certificate of incorporation vide LLP Identification No. ACS-4525 on 04.11.2025.
- 37. AND WHEREAS** upon an application being made by the said Disha Enclave Private Limited to the Ministry of Corporate Affairs, Government of India allowed the conversion of the said company to a Limited Liability Partnership and issue a fresh certificate of incorporation vide LLP Identification No. ACS-6015 on 12.11.2025.

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- 38. AND WHEREAS** upon an application being made by the said Evernew Highrise Private Limited to the Ministry of Corporate Affairs, Government of India allowed the conversion of the said company to a Limited Liability Partnership and issue a fresh certificate of incorporation vide LLP Identification No. ACS-4529 on 04.11.2025.
- 39. AND WHEREAS** upon an application being made by the said Liberal Developers Private Limited to the Ministry of Corporate Affairs, Government of India allowed the conversion of the said company to a Limited Liability Partnership and issue a fresh certificate of incorporation vide LLP Identification No. ACS-3181 on 29.10.2025.
- 40. AND WHEREAS** upon an application being made by the said Platinum Infracon Private Limited to the Ministry of Corporate Affairs, Government of India allowed the conversion of the said company to a Limited Liability Partnership and issue a fresh certificate of incorporation vide LLP Identification No. ACS-4521 on 04.11.2025.
- 41. AND WHEREAS** upon an application being made by the said Premium Promoters Private Limited to the Ministry of Corporate Affairs, Government of India allowed the conversion of the said company to a Limited Liability Partnership and issue a fresh certificate of incorporation vide LLP Identification No. ACS-4531 on 04.11.2025.
- 42. AND WHEREAS** upon an application being made by the said Presidency Niwas Private Limited to the Ministry of Corporate Affairs, Government of India allowed the conversion of the said company to a Limited Liability Partnership and issue a fresh certificate of incorporation vide LLP Identification No. ACS-4520 on 04.11.2025.
- 43. AND WHEREAS** upon an application being made by the said Suhana Plaza Private Limited to the Ministry of Corporate Affairs, Government of India allowed the conversion of the said company to a Limited Liability Partnership and issue a fresh certificate of incorporation vide LLP Identification No. ACS-2964 on 28.10.2025.

Schedule C
("Extra Charges")

- 1) EV charging Point charges
- 2) Transformer and Electricity Charges
- 3) DG Charges
- 4) Gas Bank Charges
- 5) Cancellation/Nomination Charges
- 6) Legal Charges on per Unit basis
- 7) Stamp duty and registration fee paid by any Intending Transferee for/towards/in respect of the Transfer Documentation: at actuals

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- 8) Guarding Charges: collected/invoked in case an Intending Transferee fails to take possession after due notice
- 9) Formation of Association for Maintenance: charged at actuals of Rs 10,000/- per unit
- 10) Air-conditioning charges

Schedule D
("Deposits")

- 1) Deposit on account of Common Expenses
- 2) Deposit on account of sinking fund, if any
- 3) Deposit for the on-going maintenance, management, upkeep, repair, replacement and improvement of *inter alia* the electrical infrastructure, the water connections, generator, all facilities serving the Property, the Project and the Common Areas.

Schedule E
("Specifications")

1.	FOUNDATION	R. C. Foundation resting on cast-in-situ reinforced concrete bored piles
2.	SUPERSTRUCTURE	Reinforced concrete framed structure using minimum M30 grade concrete conforming to IS-456 and Fe 500 Steel
3.	WALLS	
	(a) External walls	Common Clay/Fly Ash/ and/or reinforced concrete walls
	(b) Common Area Internal Walls	Common Clay/Fly Ash/ and/or reinforced concrete walls
4.	ULTIMATE ROOF	Reinforced concrete roof with appropriate water-proofing and proper heat insulation system
5.	FINISHES	
(a)	WALL	
	(1) Internal Walls & Ceiling	Ready to Paint
	(2)Wall- External	Cement & Sand Plaster with a combination of ACP cladding, Stone Cladding, cement paint and / or texture finish

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	(i) Corridors, Staircases, Landing and other common areas	Cement & Sand Plaster with neat POP punning/Gypsum Plaster finished in two coats of Plastic Emulsion Paint
	(ii) Car Park Areas	Cement & Sand Plaster/Gypsum Plaster finished with Cement Paint
	(iii) Ground Floor entrance Lobby	Highly Finished Lobby. Cement & Sand Plaster/Gypsum Plaster finished in combination of neat POP punning, texture paint and Marble or Granite cladding at designated areas
(b)	FLOOR	
	(1) Bedrooms & Living Areas	High Quality Tiles.
	(2) Kitchen/Toilets/Utility Areas	Net Concrete Finish/Tiles
	(i) Staircases including landings and corridors at car park level and typical floors	Finished in polished Kota stone / Green marble/Screed Concrete
	(ii) Lift Lobby	High Quality Tiles/Engineered stone with matching skirting with or without inlay works at designated areas
	(iii) Other Common Areas/Service Areas/Staircases	Screed concrete/kota Stone
6.	WINDOWS	Standard Aluminium section casement windows (powder coated / anodised) with partially fixed and partially openable shutters with 5mm to 6mm thick clear toughened float glass glazing
7.	DOORS	
	(i) Staircases	Will be provided with Fire Control Doors
	(ii) Toilet	Salwood door frame with 35mm thick flush shutters having commercial faced inners painted with white enamel paint with bathroom latch
	(iii) Main Door	Doors with frames
8.	ELECTRICAL INSTALLATION	

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	(a) Inside Residential Unit	Concealed Copper wire with Modular Switches
	(b) Toilet & Common Areas	Total concealed electrical wiring with electrolytic copper conductors
9.	WATER PROOFING	Water proofing to floors of Bathrooms, W.C., Planter Boxes, Terraces and Ultimate Roof
10.	AIR CONDITIONING	If Done at extra cost
11.	PLUMBING & SANITARY	(i) Sanitary ware and fittings. Provision for geysers in each toilet or for pressure pumps in each apartment
		(ii) Hot & Cold water line
11.	FIRE SUPPRESSION & DETECTION	(i) Provision of adequate firefighting system with multiple wet risers and fire sprinklers connected to separate Fire Reservoir. Evacuation points and refuge platforms for human safety
		(ii) Web enabled fire detection system with facility for fire repeater panels
		(iii) Special smoke detectors and extraction fans in common areas only
12.	POWER & BACKUP	(i) 24x7 Power
		(ii) Sufficient power backup as per requirement
13.	SAFETY & SECURITY	24x7 vigilance facility with CCTV cameras.
14.	ELEVATORS	High Speed automatic elevators from brands like Kota, Schneider and equivalent.

Schedule F

51% shares held by Mr. Pavan Kumar Poddar and family

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ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
30 JAN 2026

In Witness Whereof the Parties hereto have signed and executed these presents on the date, month and year first above written.

Signed, Executed and Delivered by the **Owners** in the presence of:

Witnesses:

1.

LINUS GAUTAM GOMES
"HONGKONG HOUSE"
31, B.B.D. BAGH(S)
KOLKATA - 700001

2.

For **PODDAR UDYOG LIMITED**

Authorized Signatory

Poddar Udyog Ltd.

For **AXIOM ENCLAVE LLP**

Authorized Signatory

Axiom Enclave LLP

For **DISHA ENCLAVE LLP**

Authorized Signatory

Disha Enclave LLP

For **EVERNEW HIGHRISE LLP**

Authorized Signatory

Evernew Highrise LLP

For **LIBERAL DEVELOPERS LLP**

Authorized Signatory

Liberal Developers LLP

For **PLATINUM INFRACON LLP**

Authorized Signatory

Platinum Infracon LLP

For **PREMIUM PROMOTERS LLP**

Authorized Signatory

Premium Promoters LLP

For **PRESIDENCY NIWAS LLP**

Authorized Signatory

Presidency Niwas LLP

For **SUHANA PLAZZA LLP**

Authorized Signatory

Suhana Plaza LLP

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Signed, Executed and Delivered by the **Developer** in the presence of:

Witnesses

1. Saujan Ghosh
Primarc Square, CA-01, Sector-III
Kolkata - 700015 (Salt Lake City)

2.

LINUS GAUTAM GOMES
"HONGKONG HOUSE"
31, B.B.D. BAGH (S)
KOLKATA - 700001

PRIMARC PROJECTS PRIVATE LIMITED

Lubala Shi
Authorised Signatory

For Primarc Projects Private Limited

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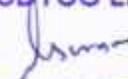
ADDITIONAL REGISTRAR
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RECEIPTS AND MEMO OF CONSIDERATION

Received by the Owners from the withinnamed Developer a sum of Rs. 1,00,00,000/- (Rupees One Crore Only), by way of bank transfer, towards part deposit of the Interest Free Refundable Security Deposit as per clause 4.1.1, in the following manner:

Owner	Date	Amount
Poddar Udyog Limited	29.01.2026	Rs. 7,92,000/-
Axiom Enclave LLP	29.01.2026	Rs. 11,51,000/-
Disha Encalve LLP	29.01.2026	Rs. 11,51,000/-
Evernew Highrise LLP	29.01.2026	Rs. 11,51,000/-
Liberal Developers LLP	29.01.2026	Rs. 11,51,000/-
Platinum Promoters LLP	29.01.2026	Rs. 11,51,000/-
Premium Promoters LLP	29.01.2026	Rs. 11,51,000/-
Presidency Niwas LLP	29.01.2026	Rs. 11,51,000/-
Suhana Plaza LLP	29.01.2026	Rs. 11,51,000/-

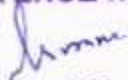
For PODDAR UDYOG LIMITED


Authorized Signatory

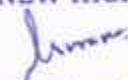
Poddar Udyog Ltd.
For AXIOM ENCLAVE LLP


Authorized Signatory

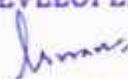
Axiom Enclave LLP
For DISHA ENCLAVE LLP


Authorized Signatory

Disha Enclave LLP
For EVERNEW HIGHRISE LLP


Authorized Signatory

Evernew Highrise LLP
For LIBERAL DEVELOPERS LLP


Authorized Signatory

Liberal Developers LLP
For PLATINUM INFRACON LLP

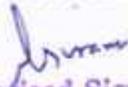

Authorized Signatory
Platinum Infracon LLP

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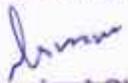


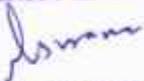
ADDITIONAL REGISTRAR
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For PREMIUM PROMOTERS LLP


Authorized Signatory

Premium Promoters LLP
For PRESIDENCY NIWAS LLP


Authorized Signatory
Presidency Niwas LLP
For SUHANA PLAZZA LLP


Authorized Signatory
Suhana Plaza LLP

Witnesses:

(1) Sanjay Ghosh
Prime Square, LA-01 Sector-111
Salt Lake, Kolkata - 700098

(2) LINUS GAUTAM GOMES
"HONGKONG HOUSE"
31, B.B.D. BAGH (S)
KOLIKATA - 700001

Drafted by
Joydeep Das
Advocate, West Bengal High Court
F/1048/1098/2000

9



7



ADDITIONAL REGISTRAR
OF ASSURANCES, CALCUTTA

30 JAN 2006

SPECIMEN FORM FOR TEN FINGER PRINTS



Manoj Lal Srivastava	LEFT HAND	Little finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	RIGHT HAND	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Rubaba Ali	LEFT HAND	Little finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	RIGHT HAND	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



	LEFT HAND	Little finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	RIGHT HAND	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



1

ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

30 JAN 2026

MUNICIPAL ASSESSMENT BOOK
LAND AND BUILDING,ASSESSMENT DEPARTMENT

Assesee No:	Ward No:	Borough No:	Premises No:	Street No:	Name of the Street:	Owner Name :	Person Liable To Pay Tax	Address:	Is Heritage	Is Pond:
311071802272	107	12	203	18	SALIL CHOWDHURY SARANI	M/S. PODDAR UDYOG LTD DISHA ENCLAVE LLP SUHANA PLAZZA LLP PLATINUM INFRACON LLP PRESIDENCY NIWAS LLP PREMIUM PROMOTERS LLP EVERNEW HIGHRISE LLP AXIOM ENCLAVE LLP LIBERAL DEVELOPERS LLP		HONGKONG HOUSE	N	N

Area Details: Dag No.-2752 Khatian No.-LR-3415,ETC Mouza-KASBA Parking area- Common area-

No Of Stories	Nature Of Use	Plot Area	Covered Area	Floor Area	Land Area	Exempti on Applied	Exempti on Till	Exemption Rate	Residential	Non Residential	Classified Owership	Operative GR Quarter
0	LAND WITH ASB.				Cottah:57 Chatak:06 SqFt:SQFT 11							1/2017

PARTICULARS OF SUBSEQUENT ALTERATIONS

Annual Valuation	Assmt. u/s	Rate	Date of Alteration of AV	Date of effect of Altetation	Quaterly Payable	Quaterly Payable after Rebate	H.B.T.	Manual Capp Tax	Comm Rate	Surcharge	Gross Payable	Rebate Amount	Net Payable per Quarter	Quater of Issuing of F.S bills
33300	ARV	40.0	30/06/2003	01/07/1989	3330.00	3330.00	0.00	0	50.0	0.00	3330	166.50	3164	2/1989
36630	ARV	40.0	30/06/2003	01/07/1995	3663.00	3663.00	0.00	0	50.0	0.00	3663	183.15	3480	2/1995
37870	ARV	40.00	14/07/2022	01/07/1995	3787.00	3787.00	0.00	0	50.0	0.00	3787.00	189.35	3598	2/1995
264000	ARV	40.0	21/01/2011	01/07/2001	26400.00	26400.00	0.00	0	50.0	0.00	26400	1320.00	25080	2/2001
275470	ARV	40.00	14/07/2022	01/07/2001	27547.00	27547.00	0.00	0	50.0	0.00	27547.00	1377.35	26170	2/2001
330560	ARV	40.00	14/07/2022	01/07/2007	33056.00	33056.00	0.00	0	50.0	0.00	33056.00	1652.80	31403	2/2007
316800	ARV	40.0	21/01/2011	01/07/2007	31680.00	31680.00	0.00	0	50.0	0.00	31680	1584.00	30096	2/2007
380160	ARV	40.00	25/06/2022	01/07/2013	38016.00	38016.00	0.00	0	50.0	0.00	38016.00	1900.80	36115	2/2013
396670	ARV	40.00	14/07/2022	01/07/2013	39667.00	39667.00	0.00	0	50.0	0.00	39667.00	1983.35	37684	2/2013
13883860.0	UAA	20.00	14/07/2022	01/04/2017	47600.00	45220.00	0.00	0	0	0	47600.00	2380.00	45220	1/2017





Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



290120262045128434

GRIPS Payment Detail

GRIPS Payment ID:	290120262045128434	Payment Init. Date:	29/01/2026 13:19:45
Total Amount:	175911	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	2410983373432	BRN Date:	29/01/2026 13:20:23
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Ms PRIMARC PROJECTS PVT LTD
Mobile: 6289445836

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192025260451284358	Directorate of Registration & Stamp Revenue	175911
Total			175911

IN WORDS: ONE LAKH SEVENTY FIVE THOUSAND NINE HUNDRED ELEVEN ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.







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



192025260451284358

GRN Details

GRN:	192025260451284358	Payment Mode:	SBI Epay
GRN Date:	29/01/2026 13:19:45	Bank/Gateway:	SBIePay Payment Gateway
BRN :	2410983373432	BRN Date:	29/01/2026 13:20:23
Gateway Ref ID:	1151103202	Method:	ICICI Bank - Corporate NB
GRIPS Payment ID:	290120262045128434	Payment Init. Date:	29/01/2026 13:19:45
Payment Status:	Successful	Payment Ref. No:	2000239421/2/2026

[Query No*/Query Year]

Depositor Details

Depositor's Name:	Ms PRIMARC PROJECTS PVT LTD
Address:	7 TH FLOOR PRIMARC SQUARE LA 1 SALT LAKE CITY SECTOR III
Mobile:	6289445836
EMAIL:	rajn.banejee@primarc.in
Period From (dd/mm/yyyy):	29/01/2026
Period To (dd/mm/yyyy):	29/01/2026
Payment Ref ID:	2000239421/2/2026
Dept Ref ID/DRN:	2000239421/2/2026

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000239421/2/2026	Property Registration- Stamp duty	0030-02-103-003-02	75011
2	2000239421/2/2026	Property Registration- Registration Fees	0030-03-104-001-16	100600
3	2000239421/2/2026	Receipts on account of Standard User Charge-Other fees	0030-02-102-008-16	300
			Total	175911

IN WORDS: ONE LAKH SEVENTY FIVE THOUSAND NINE HUNDRED ELEVEN ONLY.

PAID



Major Information of the Deed

Deed No :	I-1902-01007/2026	Date of Registration	30/01/2026
Query No / Year	1902-2000239421/2026	Office where deed is registered	
Query Date	29/01/2026 11:36:14 AM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	SENARITRA BANKSHAL COURT,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9123767221, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,00,000/-]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 36,90,90,888/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 1,00,684/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Kasba, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Salil Chowdhury Sarani, Road Zone : (Other than On R. B.Connector – Other than On R. B. Connector) , , Premises No: 203, † Ward No: 107 Pin Code : 700107

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	87 Dec	1/-	36,90,90,888/-	Property is on Road
Grand Total :				87Dec	1 /-	3690,90,888 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Poddar Udyog Ltd Hongkong House, 31, Benoy - Badal - Dinesh - Bag, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001 Date of Incorporation:XX-XX-1XX1 , PAN No.:: AAxxxxxx6G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	Axiom Enclave LLP Hongkong House, 31, Benoy - Badal - Dinesh - Bag, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001 Date of Incorporation:XX-XX-2XX5 , PAN No.:: ACxxxxxx1C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	Disha Enclave LLP Hongkong House, 31, Benoy - Badal - Dinesh - Bag, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001 Date of Incorporation:XX-XX-2XX5 , PAN No.:: AAxxxxxx9R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative



4	Evernew Highrise LLP Hongkong House, 31, Benoy - Badal - Dinesh - Bag, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001 Date of Incorporation:XX-XX-2XX5 , PAN No.:: AAxxxxxx9Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
5	Liberal Developers LLP Hongkong House, 31, Benoy - Badal - Dinesh - Bag, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001 Date of Incorporation:XX-XX-2XX5 , PAN No.:: AAxxxxxx5B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
6	Platinum Infracon LLP Hongkong House, 31, Benoy - Badal - Dinesh - Bag, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001 Date of Incorporation:XX-XX-2XX5 , PAN No.:: ABxxxxxx4E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
7	Premium Promoters LLP Hongkong House, 31, Benoy - Badal - Dinesh - Bag, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001 Date of Incorporation:XX-XX-2XX5 , PAN No.:: ABxxxxxx6G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
8	Presidency Niwas LLP Hongkong House, 31, Benoy - Badal - Dinesh - Bag, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001 Date of Incorporation:XX-XX-2XX5 , PAN No.:: ABxxxxxx3D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
9	Suhana Piazza LLP Hongkong House, 31, Benoy - Badal - Dinesh - Bag, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001 Date of Incorporation:XX-XX-2XX5 , PAN No.:: AFxxxxxx8A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Primarc Projects Private Limited Primarc Square, Block/Sector: III, 7th Floor, LA 1, Salt Lake, City:- Not Specified, P.O:- Bidhannagar Sai Complex, P.S:-East Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700098 Date of Incorporation:XX-XX-2XX6 , PAN No.:: AAxxxxxx8P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

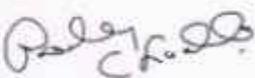
Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Mangi Lal Surana Son of Late Sukh Lal Surana Date of Execution - 30/01/2026 , Admitted by: Self, Date of Admission: 30/01/2026, Place of Admission of Execution: Office		 Captured LTI 30/01/2026	 30/01/2026
Hongkong House, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Date of Birth:XX-XX-1XX9 , PAN No.:: AJxxxxxx2C, Aadhaar No: 45xxxxxxxx0816 Status : Representative, Representative of : Poddar Udyog Ltd (as Authorised Signatory), Axiom Enclave LLP (as Authorised Signatory), Disha Enclave LLP (as Authorised Signatory), Evernew Highrise LLP (as Authorised Signatory), Liberal Developers LLP (as Authorised Signatory), Platinum Infracon LLP (as Authorised Signatory), Premium Promoters LLP (as Authorised Signatory), Presidency Niwas LLP (as Authorised Signatory), Suhana Piazza LLP (as Authorised Signatory)				



2	Name	Photo	Finger Print	Signature
	Mrs Rubaba Ali (Presentant) Daughter of Dr Kabir Rashid Date of Execution - 30/01/2026, , Admitted by: Self, Date of Admission: 30/01/2026, Place of Admission of Execution: Office	 <small>Jan 30 2026 4:44PM</small>	 Captured <small>LTI 30/01/2026</small>	 <small>30/01/2026</small>
Primarc Square, Block/Sector: III, LA-1, Salt Lake, City:- Not Specified, P.O:- Bidhannagar Sai Complex, P.S:-East Bidhannagar, District-North 24-Parganas, West Bengal, India, PIN:- 700098, Sex: Female, By Caste: Muslim, Occupation: Private Service, Citizen of: India, Date of Birth:XX-XX-1XX6 , PAN No.:: ADxxxxx2K, Aadhaar No: 47xxxxxxx0198 Status : Representative, Representative of : Primarc Projects Private Limited (as Authorised Signatory)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Pralay Choudhury Son of Late Narendra Nath Choudhury E/10/4 Karunamoyee Housing Estate, Salt Lake City, City:- Bidhannagar, P.O:- Ck Market, P.S:-East Bidhannagar, District-North 24-Parganas, West Bengal, India, PIN:- 700091	 <small>30/01/2026</small>	 Captured <small>30/01/2026</small>	 <small>30/01/2026</small>
Identifier Of Mr Mangi Lal Surana, Mrs Rubaba Ali			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Poddar Udyog Ltd	Primarc Projects Private Limited-9.66667 Dec
2	Axiom Enclave LLP	Primarc Projects Private Limited-9.66667 Dec
3	Disha Enclave LLP	Primarc Projects Private Limited-9.66667 Dec
4	Evernew Highrise LLP	Primarc Projects Private Limited-9.66667 Dec
5	Liberal Developers LLP	Primarc Projects Private Limited-9.66667 Dec
6	Platinum Infracon LLP	Primarc Projects Private Limited-9.66667 Dec
7	Premium Promoters LLP	Primarc Projects Private Limited-9.66667 Dec
8	Presidency Niwas LLP	Primarc Projects Private Limited-9.66667 Dec
9	Suhana Piazza LLP	Primarc Projects Private Limited-9.66667 Dec



Endorsement For Deed Number : I - 190201007 / 2026

On 30-01-2026

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 15:07 hrs on 30-01-2026, at the Office of the A.R.A. - II KOLKATA by Mrs Rubaba Ali ,

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 36,90,90,888/-

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

Execution is admitted on 30-01-2026 by Mr Mangl Lal Surana, Authorised Signatory, Poddar Udyog Ltd (Public Limited Company), Hongkong House, 31, Benoy - Badal - Dinesh - Bag, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001; Authorised Signatory, Axiom Enclave LLP (LLP), Hongkong House, 31, Benoy - Badal - Dinesh - Bag, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001; Authorised Signatory, Disha Enclave LLP (LLP), Hongkong House, 31, Benoy - Badal - Dinesh - Bag, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001; Authorised Signatory, Evernew Highrise LLP (LLP), Hongkong House, 31, Benoy - Badal - Dinesh - Bag, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001; Authorised Signatory, Liberal Developers LLP (LLP), Hongkong House, 31, Benoy - Badal - Dinesh - Bag, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001; Authorised Signatory, Platinum Infracon LLP (LLP), Hongkong House, 31, Benoy - Badal - Dinesh - Bag, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001; Authorised Signatory, Premium Promoters LLP (LLP), Hongkong House, 31, Benoy - Badal - Dinesh - Bag, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001; Authorised Signatory, Presidency Niwas LLP (LLP), Hongkong House, 31, Benoy - Badal - Dinesh - Bag, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001; Authorised Signatory, Suhana Piazza LLP (LLP), Hongkong House, 31, Benoy - Badal - Dinesh - Bag, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Identified by Mr Pralay Choudhury, , Son of Late Narendra Nath Choudhury, E/10/4 Karunamoyee Housing Estate, Salt Lake City, P.O: Ck Market, Thana: East Bidhannagar, , City/Town: BIDHANNAGAR, North 24-Parganas, WEST BENGAL, India, PIN - 700091, by caste Hindu, by profession Advocate

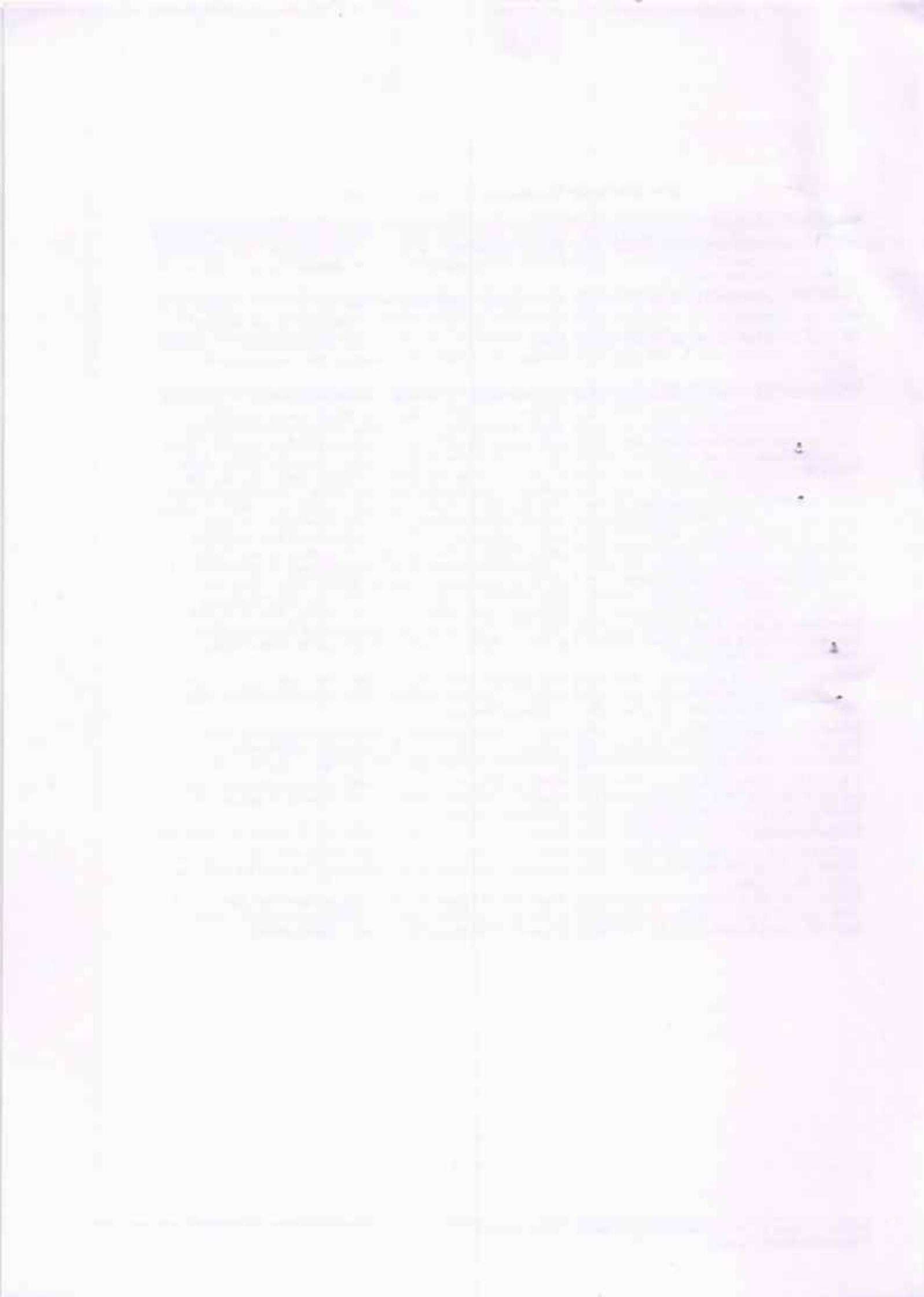
Execution is admitted on 30-01-2026 by Mrs Rubaba Ali, Authorised Signatory, Primarc Projects Private Limited (Private Limited Company), Primarc Square, Block/Sector: III, 7th Floor, LA 1, Salt Lake, City:- Not Specified, P.O:- Bidhannagar Sai Complex, P.S:-East Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700098

Identified by Mr Pralay Choudhury, , Son of Late Narendra Nath Choudhury, E/10/4 Karunamoyee Housing Estate, Salt Lake City, P.O: Ck Market, Thana: East Bidhannagar, , City/Town: BIDHANNAGAR, North 24-Parganas, WEST BENGAL, India, PIN - 700091, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,00,684.00/- (B = Rs 1,00,000.00/- ,E = Rs 600.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by , by Cash Rs 84.00/-, by online = Rs 1,00,600/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/01/2026 1:20PM with Govt. Ref. No: 192025260451284358 on 29-01-2026, Amount Rs: 1,00,600/-, Bank: SBI ePay (SBIEPay), Ref. No. 2410983373432 on 29-01-2026, Head of Account 0030-03-104-001-16



Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by , by Stamp Rs 10.00/-, by online = Rs 75,011/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 7988, Amount: Rs.10.00/-, Date of Purchase: 05/01/2026, Vendor name: S Das
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 29/01/2026 1:20PM with Govt. Ref. No: 192025260451284358 on 29-01-2026, Amount Rs: 75,011/-, Bank:
SBI EPay (SBlePay), Ref. No. 2410983373432 on 29-01-2026, Head of Account 0030-02-103-003-02

Signature

Satyajit Biswas

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - II KOLKATA

Kolkata, West Bengal





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2026, Page from 41737 to 41816

being No 190201007 for the year 2026.



Digitally signed by SATYAJIT BISWAS

Date: 2026.02.04 12:07:40 +05:30

Reason: Digital Signing of Deed.

(Satyajit Biswas) 04/02/2026

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - II KOLKATA

West Bengal.