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Certified that the document is admitted to registration. The signature sheet / sheets and the endersement sheet / sheets attached to this document are the part of this document.

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Registrar U/S 7(2)
District Sub Registrar-II
North 24 Parganas, Barasat

0 7 DEC 2020

This Development Agreement made on this the 4 th day of December . 2020 amongst

a) BRGD Promoters Private Limited, (PAN No. AACCB7288A) a private limited company within the meaning of Companies Act, 2013, having CIN – U70101WB2005PTC105944, having its registered office situated at 6 Hungerford Street, 3rd Floor, Kolkata – 700 017, represented by its Director Rajeev Kumar Kanodia son of Late Gopal Krishna Kanodia residing at 404, Parvati Residency, 188A/23 Manicktala Main Road, Kakurgachi, Kolkata - 700054, having personal PAN – AGAPK7974P, duly authorized by board resolution dated- 28.10.2020;

BRGD PROMOTERS PAR 1708 HILL ST. 12

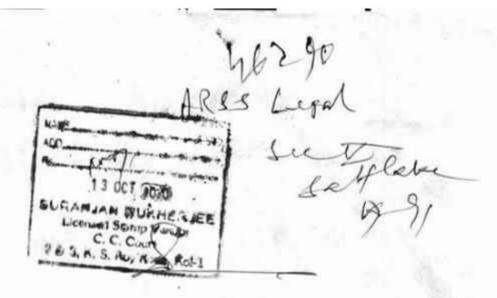
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Rajes Kanodi

SHIVAL A INCOME Designated Partner

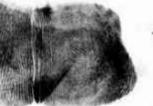
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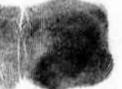
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3/0-5K Abdul Honnan 3/0-5K Abdul Gaffan Vil+ P.O.- Bhaslia P.S.- Defender

08/12/2020 Query No -1502200 152/240 2020 Deed No :1 - 150202225 / 2020, Document is digitally signed.

- b) Kalki Commodeal Private Limited (Formerly known as "Rover Dealcom Private Limited") (PAN No. AAECR2092L) a private limited company within the meaning of Companies Act, 2013, having CIN U51909WB2008PTC131366, having its registered office situated at 6 Hungerford Street, 3rd Floor, Kolkata 700 017, represented by its Authorised Signatory, Rajeev Kumar Kanodia son of Late Gopal Krishna Kanodia residing at 404, Parvati Residency, 188A/23 Manicktala Main Road, Kakurgachi, Kolkata 700054, having personal PAN AGAPK7974P, duly authorized by board resolution dated-28.10.2020;
- c) Hrishikesh Vanijya Private Limited, (PAN No. AABCH6467J) a private limited companywithin the meaning of Companies Act, 2013, having CIN U51909WB2006PTC107204, having its registered office situated at 6 Hungerford Street, 3rd Floor, Kolkata 700 017, represented by its Director Rajeev Kumar Kanodia son of Late Gopal Krishna Kanodia residing at 404, Parvati Residency, 188A/23 Manicktala Main Road, Kakurgachi, Kolkata 700054, having personal PAN AGAPK7974P, duly authorized by board resolution dated 28.10.2020;
- d) Reliable Goods Private Limited, (PAN No. AADCR7521B) a private limited companywithin the meaning of Companies Act, 2013, having CIN U51909WB2007PTC119431, having its registered office situated at 36A Bentinck Street, 2nd Floor, Kolkata 700 069, represented by its Authorised Signatory, Rajeev Kumar Kanodia son of Late Gopal Krishna Kanodia residing at 404, Parvati Residency, 188A/23 Manicktala Main Road, Kakurgachi, Kolkata 700054, having personal PAN AGAPK7974P, duly authorized by board resolution dated 28.10.2020;
- e) Vishesh Marketing Private Limited (as Mountview Dealmark Private Limited U52390WB2010PTC154610), and Greenview Dealmark Private Limited (U52390WB2010PTC154609) merged with Vishesh Marketing Private Limited) (PAN No. AADCV5155F) a private limited company within the meaning of Companies Act, 2013, having CIN U52190WB2010PTC155267, having its registered office situated at 8/1 Princep Street, 2nd Floor, Near Anand Bazar Patrika, Kolkata 700 072, West Bengal, represented by its Authorised Signatory, Rajeev Kumar Kanodia son of Late Gopal Krishna Kanodia residing at 404, Parvati Residency, 188A/23 Manicktala Main Road, Kakurgachi, Kolkata 700054, having personal PAN AGAPK7974P, duly authorized by board resolution dated 29.10.2020;
- MKHS Properties LLP, (PAN No. AAXFM7580L) a limited liability partnership within the meaning of The Limited Liability Partnership Act, 2008, having LLPIN AAB-8950, having its registered office situated at Ramesh Mitra Road, Beside 217 Bus Stand, Opp Rishi Enclave, P.O. Rajarhat, Gopalpur, Beraberi (E), Block M. North 24 Paraganas, Kolkata 700136, represented by its Designated Partner Srikant Sikaria son of Sri Sajan Sikaria residing at 267 Bangur Avenue, Block B, Kolkata 700 055, having personal PAN BKKPS9244P, duly authorized by board resolution dated 18.08.2020;
- MKHS Awasan LLP, (PAN No. AAYFM8717A) a limited liability partnership within the meaning of The Limited Liability Partnership Act, 2008, having LLPIN – AAC-4190, having its registered office situated at Ramesh Mitra Road, Beside 217 Bus Stand, Opp Rishi Enclave, P.O. Rajarhat, Gopalpur, Beraberi (E), Block – M. North 24 Paraganas, Kolkata – 700136, represented by its Designated Partner, Srikant Sikaria son of Sri Sajan Sikaria residing at 267 Bangur Avenue, Block – B, Kolkata – 700 055, having personal PAN – BKKPS9244P, duly authorized by board resolution dated 18.08.2020;
- MKHS Estates LLP, (PAN No. AAYFM8715C) a limited liability partnership within the meaning of The Limited Liability Partnership Act, 2008, having LLPIN – AAC-

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Registrar U/S 7(2) District Sub. Registrar II 24 Pgs (N) Barasat

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- 4188, having its registered office situated at Ramesh Mitra Road, Beside 217 Bus Stand, Opp Rishi Enclave, P.O. Rajarhat, Gopalpur, Beraberi (E), Block M, North 24 Paraganas, Kolkata 700136, represented by its Designated Partner Srikant Sikaria son of Sri Sajan Sikaria residing at 267 Bangur Avenue, Block B, Kolkata 700 055, having personal PAN BKKPS9244P, duly authorized by board resolution dated 18.08.2020:
- 6) Golden Tracom Private Limited, (PAN No. AADCG6536H) a private limited companywithin the meaning of Companies Act, 2013, having CIN U51909WB2010PTC141361, having its registered office situated at Ramesh Mitra Road, Beside 217 Bus Stand, Opp Rishi Enclave, P.O. Rajarhat, Gopalpur, Beraberi (E), Block M, North 24 Paraganas, Kolkata 700136, represented by its Director, Srikant Sikaria son of Sri Sajan Sikaria residing at 267 Bangur Avenue, Block B, Kolkata 700 055, having personal PAN BKKPS9244P, duly authorized by board resolution dated 18.08.2020;

Hereinafter collectively referred to as the "Owners" (which expression shall mean and include their respective successors, successors-in-interest and/or permitted assigns) of the First Part;

And

Shivalay-Ingenium Properties LLP, [LLP No. AAC-5003], having PAN: AALFV7876N, a Limited Liability Partnership incorporated within the meaning of Limited Liability Partnership Act, 2008, having its office situated at PS Srijan Corporate Park, Unit 1509, Tower – I, Plot G2, Block – GP, Sector V, Salt Lake, Kolkata – 700 098, West Bengal India, represented by its Designated Partner, Sachin Agarwalla, (PAN No ADAPA1156E) s/o Late Ram Lal Agarwalla residing at CJ-30, Salt Lake, Sector III, Kolkata – 700 091, duly authorized by board resolution dated 02.12.2020, hereinafter referred to as the "Developer" (which expression shall mean and include its successors, successors-in-interest and/or permitted assigns) of the Second Part;

The "Owners", and the "Developer" are hereinafter collectively referred to as the "Parties" and individually as a "Party".

Whereas:

- A. The Owners represent as follows:-
 - (i) the Owners are well and sufficiently entitled and/or seized and possessed, as absolute owners to their respective share, to/of piece(s) and parcel(s) of All that piece and parcel of the bastu land admeasuring an area of about 59 (Fifty Nine) Cottahs12 (Twelve) Chittacks and-8 (Eight) Sq Ft, equivalent to 98 Decimal, a little more or less, together with a shed of 1000 Square Feet on Ground Floor comprised in C.S. Dag No. 5424, 5425 and 5427 corresponding to R.S. & L.R. Dag No. 3653 (26 Decimal) 3654 (48 Decimal) and 3656 (24 Decimal), respectively comprised in L.R. Khatian No. 12236, 12237, 12238, 12239, 12240, 12241, 12242, 12243, 12244, 10758 under Mouza Gopalpur, J.L. No. 2, Re Sa No. 140, Touzi No. 125B/1, under P.S. Airport, Under Post Office: RajarhatGopalpur, comprised in Holding No. RGM-5/4 and 5/5, Berabari (East), under Ward No. 2 (Previously 5), within the jurisdiction of Bidhannagar

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Municipal Corporation (BMC) (Previously Rajarhat Gopalpur Municipality), Gopalpur, Ramesh Mitra Sarani (91 Bus Route), Kolkata – 700 136, North 24 Paraganas, West Bengal, within the limits of District Registrar – Barasat and Additional District Sub Registrar – Bidhannagar, (hereinafter "Property") morefully and particularly described in the First Schedule hereunder written, and duly demarcated and delineated with red border in the map annexed herewith as Annexure – A. The devolution of title of the Owners is morefully and particularly described in the Sixth Schedule written hereunder;

- (ii) Owners have acquired title to Property by and under Title Deeds and details of their respective ownership and share in the land parcels comprised in the Property is morefully and particularly described in the Second Schedule hereunder written:
- (iii) Propertyand / or any part or portion thereof is free from all Encumbrances and have in the vacant, peaceful and physical possession of the Owners;
- (iv) The lands comprised in Property are capable of being amalgamated into and/or developed as a single plot of land and/or to comprise a part of a composite development.
- B. The Owners being desirous of commercially exploiting their respective share in the Property, has agreed that for the mutual benefit and advantage, the Property described in the First Schedule hereunder written, be collectively developed as a composite development, such that greater profits and revenues would accrue to the Owners.
- C. In pursuance of the aforesaid, the Owners approached the Developer for the development of a residential project on the land parcels comprised in the Property.
- D. Developer being engaged in the business of development of real estate, having the necessary infrastructure, man power and financial means, it has been agreed amongst the Parties that the Property be developed, and dealt with by the Developer and accordingly Owners entering into this agreement with Developer to stipulate terms and conditions subject to which the land parcels comprised in the Property, will be developed and / promoted by the Developer;
- E. Accordingly, based on the mutual understanding and negotiation between the Parties, the Parties agreed to enter into this development agreement subject to the terms and conditions as recorded herein.

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

Article 1 Definitions and interpretation

1.1 Definitions

In addition to any other terms which are defined in this Agreement, and unless the context otherwise requires, each of the following terms, when used in this Agreement shall have the respective meaning assigned to them in this Article:



- "Agreement" shall mean this Agreement together with all Schedules and/or Annexures attached hereto and/or incorporated herein by reference or otherwise, as may be amended in writing by and/or on behalf of the Parties from time to time.
- "Applicable Laws" shall mean and include Indian laws, enactments, statutes, acts of legislature or parliament, ordinances, rules, regulations, orders, judgments, notifications, decrees, bye-law, governmental approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law and shall include any of the foregoing, injunction, permit or decision of any central, state or local, municipal government, authority, agency, court having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter and further include any amendments, revisions, updation thereof.
- "Architect" shall mean the qualified person or persons appointed by the Developer for designing and planning and supervising the construction of the Project;
- "Association" shall mean such association, society or holding organization as may be formed by the Developer, Transferee(s), occupiers, or Purchaser(s) for the common purpose and maintenance and management of the Project;
- "Building(s)" or "Multistoried Building(s)" shall mean multistoried building or buildings and each building is consisting of as many Residential Flat(s), Car Parking and other Saleable Space as may be / to be constructed by the Developer on or upon the Property or any part or portion thereof;
- "Common Areas And Facilities" shall mean the access roads, common areas and portions of the Project as also the common facilities and infrastructure, which may be made available by the Developer for the users/occupiers to access and/or facilitate the use and enjoyment of the Unit(s) and / or Saleable Space, each as determined by the Developer at its sole and absolute discretion.
- "Developer's Allocation" shall have the meaning ascribed to such term in Clause 9.1.
- "Developer's Allotted Portion" shall have the meaning ascribed to such term in Clause 13.7 of this Agreement.
- "Developer's Designated Bank Account" shall have the meaning ascribed to such term in Clause 13.2 of this Agreement.
- "Development Rights" in the context of the Property shall mean and include all rights, interests and privileges therein and the constructions thereon, which rights, interest and privileges shall include without limitation, inter alia, the right to:-
- enter into and retain continuous unhindered, unimpeded, unrestricted, unconditional, peaceful access to and physical control of each of the land parcels comprising the Property and/or the Property;
- (b) commercially exploit the Property by way of execution and implementation of the Project thereon, and to deal with the Project in terms of this Agreement;

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- (c) determine at its sole discretion the scheme of development the Property, the nature and design of the Project as also the mode and manner of execution and implementation thereof;
- (d) prepare and make necessary applications to the relevant Government Authorities and/or other bodies/authorities and/or revise, modify or amend applications, with the assistance of the Owner, as may be determined by the Developer from time to time at its sole discretion, for the smooth execution and implementation of the Project;
- (e) prepare and/or cause to be prepared plan of the proposed Building(s)and / or Project to be constructed on the Property or any part thereof and make such modifications, revisions, additions, alterations thereto as the Developer may deem fit and proper, and make necessary applications for the approval, sanction, modifications, revisions, additions, alterations of such plans and sign, execute and deliver all writings, undertakings and agreements as may be necessary in connection with the aforesaid;
- appoint Architects, surveyors, engineers, contractors, consultants, agencies, service providers and other Person or Persons in connection with the execution and implementation of the Project;
- (g) make applications to all the concerned Governmental Authorities and/or other bodies/authorities for obtaining connections of water, electricity and all other utilities and facilities;
- (h) if so desired demolish any existing structures on the Property in consultation with the Owners, and deal with the debris and the proceeds as it deem fit and proper;
- (i) construct internal roads, drainage facilities, water supply facilities, sewage disposal facilities, electricity supply lines etc. and Common Areas and Facilities;
- determine the mode, manner, calculation, loading and charging of the super built area
 of the several spaces to be constructed on the Property or any part thereofand to change
 the same from time to time, at the discretion of the Developer;
- (k) carry out the marketing of the Project and sales of the Saleable Space and / or any part or portion thereof and to sell and/or transfer and/or create any manner of interest over/in respect of the various areas comprising the Project including any and all Saleable Space, at such prices, on such terms and conditions and in favour of such Persons as the Developer may determine;
- (1) sell, convey and otherwise transfer, dispose of, alienate, deal with, assign, lease, grant licenses etc. and/or create third party rights over/in/in respect of any Saleable Space and / or construction made on the Property and / or undivided interest on the Property or any part or portion thereof, in such manner as the Developer may deem fit and proper and to execute all agreements, deeds, documents in respect thereof, receive and appropriate the proceeds and/or any other consideration and/or all the revenues including Gross Receipts generated therefrom/in respect thereof;



- (m) subject to Clause 10, mortgage, create any charge, lien, in respect of any and/or all the land parcels comprising the Property and/or on the buildings and other constructions/improvements constructed/made on the Property to obtain financial assistance from any banks or financial institutions or any Third Party for the purpose of execution and implementation of the Project;
- ownall the buildings, constructed areas/premises and developments, improvements on the Property;
- (o) secure the occupation certificate, completion certificate, approvals, certificates, consents relating to fire, sewage, airport clearance (if required), environmental clearance and all other certificates/approvals/ licenses/ consents required for the execution implementation and completion of the Project or any part thereof;
- (p) manage the Property and bear and pay all construction costs, material costs, labour costs and all ancillary costs for construction including Cost of Construction, save and except as provided herein;
- (q) pay and bear all Outgoings in respect of each of the land parcels comprising the Property commencing on and from the Effective Date;
- (r) to develop the Project under the brand name of the Developer and / or its constituents and/or its associates/affiliates, as the Developer may determine at its discretion and to display and advertise the name, brand name etc. of the Developer and/or its associates/affiliates at the Property;
- (s) establish such new entity or entities as the Developer may determine to assume the obligations, liabilities and costs connected with the management and maintenance of the Property and/or entrust/assign /delegate all or any rights, obligations, liabilities and costs as stipulated herein to such entities as may be determined by the Developer;
- (t) do any other acts as may be required to ensure the timely execution and smooth completion and operation of the Project and those incidental and/or related to any of the rights stated herein;

"Dispute" shall have the meaning ascribed to such term in Clause 17.1 of this Agreement.

"Effective Date" shall mean the date of execution of this Agreement.

"Encumbrances" shall mean any mortgage, pledge, equitable interest, hypothecation, encumbrance, title defect, title retention agreement, lien, charge, lispendens, liabilities, claims, demands, prohibitions, wakfs, debuttors, trusts, bargadars, bhagchasis, occupants, tenancies, thika tenancies, leases, trespassers, encroachments, acquisitions, requisitions, attachments, alignments. Third Party claims etc. whatsoever or howsoever, commitment, restriction or limitation of any nature, transfer or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same.



"Escrow Account" shall have the meaning ascribed to such term in Clause 13.1 of this Agreement.

"Escrow Bank" shall have the meaning ascribed to such term in Clause 13.1 of this Agreement.

"Extra Charges and Deposits" shall mean the statutory charges, other extra charges for any electrical, energy, and / or water infrastructure facilities or utilities including generator charges, transformers charges, club facilities / membership charges and applicable taxes and / or levies including goods and service tax (GST), and any other applicable taxes as may be applicable and / or levied on the Transfer of any Saleable Space in the Project, and also include deposits (statutory or otherwise) including maintenance deposits, sinking fund, which are collected by the Developer from the Transferee(s) or Purchaser(s) while selling and / or agreeing to sale the Saleable Space in the Project or otherwise and include the Extra Charges and Deposits listed out in Fourth Schedule written hereunder.

"Final Statement" shall have the meaning ascribed to such term in Clause 13.5 of this Agreement.

"Force Majeure" – shall mean and include an event preventing either Party from performing any or all of their obligations under this Agreement, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders including any order of injunction or stay restraining the work of construction of the said project.

"Gross Receipts" shall mean all amounts received on account of the sale or Transfer of any part or portion of the Saleable Space including Car Parking Space of the Project and shall include preferred location charges and hi-rise charges, but does not include the Extra Charges and Deposits;

"Governmental Authority" shall mean: (a) any national, state, city, municipal or local government, governmental authority; (b) any agency or instrumentality of any of the authorities referred to in (a) above; (c) 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; or (d) any competent court or tribunal.

"Handover Date" shall have the meaning ascribed to such term in Clause 13.12 of this Agreement.

"Interest" shall meanthe interest to be calculated on any amount at the rate of 12% per annum.

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"Marketing Expenses" shall have the meaning ascribed to such term in Clause 8.4;

- "Outgoings" shall mean all rates, taxes, municipal taxes, property taxes, assessments, land revenue and all other outgoings by whatsoever name called payable in respect of each of the land parcels comprising the Property and / or in respect of the Unit(s), each together with interest and penalty thereon, if any.
- "Owners' Allocation" shall have the meaning ascribed to such term in Clause 8.1 of this Agreement and includes Owners' Allotted Portion, if any.
- "Owners' Allotted Portion" shall have the meaning ascribed to such term in Clause 13.7 of this Agreement.
- "Owners' Designated Bank Account" shall have the meaning ascribed to such term in Clause 13.2:
- "Person(s)" shall mean any individual, sole proprietorship, unincorporated association, body corporate, corporation, company, partnership, limited liability partnership, joint venture, Governmental Authority or trust or any other entity or organization;
- "Plan" or "Sanction Plan" shall mean the plan prepared or caused to be prepared by the Developer for the Project and sanctioned by the Bidhannagar Municipal Corporation and / or any other concerned Government Authority having authority to sanction the said plan and shall further include any modifications, alterations, amendments, additions or deletions to such Plan and / or Sanction Plan as may be done by the Developer from time to time at its sole and absolute discretion.
- "Possession Notice" shall have the meaning ascribed to such term in Clause13.11 of this Agreement.
- "Project" shall mean the development proposed to be carried out by the Developer on land parcels comprising the Property as may be ascertained by the Developer, comprising of such number of Building(s) and each building comprising of as many Residential Flat(s), Unit(s), Car Parking and other Saleable Space as may be as may be determined by the Developer at its sole and absolute discretion, the proportion and/or area of each such component, manner of construction to be determined by the Developer.
- "Project Completion Date" shall have the meaning ascribed to such term in Clause 13.5 of this Agreement.
- "Property" shall have the meaning ascribed to such term in Recital A of this Agreement;
- "Saleable Space" shall mean any residential flat(s), apartments, commercial spaces, shops, offices, retail and / or Unit(s) or any other space available for independent use and occupation at the Project and include car parking space (both covered or uncovered) and include undivided proportionate impartiable variable interest in the Property or any part or portion thereof;

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"Security Deposit" shall have the meaning ascribed to such term in Clause 5.1.

"Specifications" shall have the meaning ascribed to such term in Clause 6.2.(h) of this Agreement.

"Third Party" shall mean any Person that/who is not a signatory to this Agreement.

"Title Deeds" shall mean and refer to all the documents represented by the concerned Owners as evidencing ownership, right, title and interest over and in respect of land parcels comprising the Property, with the documents whereunder the Owners have acquired freehold title to their respective land parcels comprised in Property and include the list of documents listed out in the Seventh Schedule written hereunder.

"Transfer" (including with correlative meaning, the terms "transferred by" and "transferability") shall mean to transfer, sell, assign, pledge, mortgage, hypothecate, create a security interest in or Encumbrance on, place in trust, exchange, gift or transfer by operation of law or in any other way.

"Transferee(s)" or "Purchaser(s)" shall mean any Person to whom any Saleable Space in the Project is agreed to be sold / transferred or has been sold / transferred (including the Owners with regard to Owners' Allotted Portion and Developer with regard to Developer's Allotted Portion, if any);

"Unit(s)" shall mean residential flat(s), apartments, commercial spaces, shops, offices, retail and / or any other Saleable Space capable of independent use and occupation at the Project and include car parking space (both covered or uncovered) and include undivided proportionate impartiable variable interest in the Property;

"Unsold Units" shall have the meaning ascribed to such term in Clause 13.5 (j) of this Agreement;

1.2 Interpretation

In the interpretation of this Agreement, the following rules of interpretation shall apply, unless the contrary intention appears:

- 1.2.1 references to any law shall include any statutes and/or rules and/or regulations made or guidelines issued thereunder, and any other rules, regulations, guidelines, policy statements, orders or judgments having the force of law, and in each case, as amended, modified, restated or supplemented from time to time;
- 1.2.2 words in the singular include the plural and vice versa, and words importing any gender include all genders;
- 1.2.3 a reference to a Clause, a Sub-Clause, an Article, a Schedule or an Annexure is a reference to a Clause, a Sub-Clause, an Article, a Schedule or an Annexure, as the case may be of, or to, this Agreement;
- 1.2.4 headings are for convenience only and shall not affect the construction or interpretation of this Agreement;
- 1.2.5 the Recitals, Schedules and Annexures comprise a part of the operation provisions of this Agreement, and references to this Agreement shall include



- references to the Recitals, Articles, Clauses, Sub-Clauses hereof and the Schedules and Annexures hereto;
- 1.2.6 the term "or" shall not be exclusive and the terms "herein", "hereof", "hereto" and "hereunder" and other terms of similar import shall refer to this Agreement as a whole and not merely to the specific provision where such terms may appear, and the terms "including" and "include" shall be construed without limitation;
- 1.2.7 each of the representations and warranties provided in this Agreement are independent of the other representations and warranties in this Agreement, and unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another Clause;
- 1.2.8 the words "directly or indirectly" 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:
- 1.2.9 an obligation of a Party to this Agreement to do something shall include an obligation to ensure that the same shall be done, and an obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done;
- 1.2.10 the rule of construction, if any, that a contract should be interpreted against the Parties responsible for the drafting and preparation thereof shall not apply;
- 1.2.11 all approvals/consents to be granted by any of the Parties under this Agreement and/or any mutual agreements to be arrived at between the Parties shall be in writing;
- 1.2.12 for the purposes of this Agreement, the Party's "knowledge" of a fact, matter, circumstance or thing, shall include facts, matters or things which the Party knew of or ought reasonably to have known of, following due enquiry.

ARTICLE - 2

REPRESENTATIONS AND WARRANTIES

- 2.1 Without prejudice to any other provisions of this Agreement, at or before execution of this Agreement the Owners has further assured, undertaken, warranted, covenanted and represented to the Developer as follows:
 - that the Ownersare full and absolute joint owners of the each and every land parcels comprised in the Property as described in the First Schedule hereunder written;
 - that the title of the Owners to land parcels comprising the Property is free, clear and marketable;
 - that Owners has the full right and absolute power and authority to deal with the entire land comprising the Property or any part and portion thereof;

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- that there is no embargo on the Owners from dealing with land parcels comprising the Property and/or transferring and/or alienating the same in any manner whatsoever or howsoever, save and except as specifically provided herein;
- that entirety of each of the land parcels comprising the Property are free from all Encumbrances, whatsoever or howsoever; and
- that save and except the Owners, no other Person and/or Third Party has any manner of right or title or interest or claim or demand over or in respect of any of the land parcels comprising the Property and/or any part or portion thereof;
 and
- vii) that the Owners has not dealt with any part or portion of land parcels comprising the Property in any manner or created any Third Party right or title or interest therein or entered into any agreement, contract etc. in respect thereof, save and except as specifically provided herein; and
- viii) that no part or portion of any of the land parcels comprising the Property is the subject of any acquisition and/or alignment by any government body and/or authority, statutory or otherwise, and further the Owners has not received any notice of acquisition and/or alignment in respect of any part or portion of the land parcels comprising the Property, and there are no claims from any authority nor are there any proceedings pending or initiated in relation thereto by any Person and/or under any Applicable Laws, and the Owners are neither aware of nor have knowledge of any circumstances or facts or matters which are likely to give rise to any such notices or claims or proceedings; and
- ix) that neither the Title Deeds nor any other documents in respect of any of the land parcels comprised in the Property or any part thereof have been deposited in favour of any party or Person with the intention of creating an equitable mortgage or as security for performance of any act or payment of any money or otherwise; and
- that there is no manner of boundary dispute in respect of any of the land parcels comprising the Property; and
- xi) that no Person or Persons whosoever has claimed any right of pre-emption over or in respect of any of the land parcels comprising the Property or any part thereof and there are no outstanding actions, claims or demands between the Owners and any third party in respect of any of the land parcels comprised in the Property; and
- xii) that no part or portion of any of the land parcels comprising the Property is subject to any attachment under the provisions of the Public Demand Recovery Act, 1913 or under the Income Tax act, 1961 or under any statute (central or state or local) for the time being in force; and

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xiii) that no right or easement that may be required for execution of the Project and/or appurtenant to and/or benefitting each of the land parcels comprising the Property is restricted in any way, and such rights and easements are enjoyed freely without interruption and without restrictions as to hours of use or otherwise and no Person or Governmental Authority has any right to terminate or curtail a right or easement appurtenant to or benefiting any of the land parcels comprising the Property; and

- xiv) that Owners does not hold any excess land under the provisions of any Applicable Laws (central or state or local) including Urban Land (Ceiling & Regulation) Act, 1976; and
- that the provisions of the East Kolkata Wetlands (Conservation and Management) Act, 2006, do not apply to any of land parcels comprising the Property; and
- xvi) that there are no legal or other proceedings pending in respect of any part or portion of any of the land parcels comprising the Property nor is there any threat of any such proceedings and there are no unfulfilled or unsatisfied judgments, injunctions or attachments, court orders, debts, notices etc.; and
- xvii) that no means of access to the Property is shared with or subject to rights of determination or requires payment to any Third Party; and
- the Owners has been in continuous peaceful and physical possession of the land parcels comprising the Property, without any hindrance or impediment;
 and
- xix) that no third party has claimed or acquired any manner of right in any of the land parcels comprising the Property by way of adverse possession or otherwise; and
- that none of the land parcels comprising the Property are subject to any covenants, restrictions, stipulations, options, rights of pre-emption, adverse estate right or interest, licenses, grants, exceptions or reservations or other such rights (whether legal or equitable) the benefit of which is vested in Third Partyor to any other rights or arrangement in favour of any Third Party (whether in the nature of a public or private right or obligation) and further there is no agreement to create the same; and
- xxi) that there is no order of any court or any other statutory authority prohibiting sale and/or transfer and/or alienation of any of the land parcels comprising the Property or any part or portion thereof; and
- xxii) that 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 in respect of and/or against any part or portion of any of the land parcels comprising the Property nor are any such proceedings threatened or anticipated, which may prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or the transactions stated herein and/or enjoin, restrict or prohibit the performance by



the Owners its obligations under this Agreement and/or prevent the Owners from fulfilling their respective obligations set out in this Agreement or arising from this Agreement; and

xxiii) that in relation to each land parcel:

- a) all the terms and conditions in relation to each land parcel are contained in their respective Title Deeds and there are no other agreements, documents or letters relating to or affecting the same;
- the Owners has in its possession, all original deeds, documents and writings which are necessary to prove their respective right, title and interest to the Property;
- xxiv) that each of the representations and warranties contained herein are true and correct and shall survive and subsist at all times.
- 2.2 Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Parties have agreed to enter into this Agreement for promoting and developing the Project on the Property and has parted with the amount of consideration as hereinafter appearing and but for the aforesaid representations, the Parties would not have otherwise entered into this agreement nor would have parted with the amount of consideration.

Article 3

Grant of Development Rights

- 3.1 In lieu of the consideration as recorded hereinafter, the Owners hereby and hereunder, on the Effective Date, grants, assures and assigns in favour of the Developer, the sole and exclusive Development Rights in respect of the Property together with all benefits, privilegesand rights appurtenant thereto.
- 3.2 In lieu of the consideration as recorded herein, the Developer accepts the aforesaid grantof the Development Rights in respect of the Property, and agrees to undertake the development of the Project, at its own cost and expense.
- 3.3 It is further clarified and understood that on and from the Effective Date:-
 - 3.3.1 the Owners shall not retain any right to Transfer and/or deal with land parcels comprising the Property and/or the Property other than in the manner stipulated herein;
 - 3.3.2 the Developer shall be entitled to commence the work of construction to the extent the same is permissible under Applicable Laws on any one or more land parcels comprising the Property as it may determine;
 - 3.3.3 the Developer shall be entitled to enter into and retain continuous unhindered, unimpeded, unrestricted, unconditional, peaceful access to and physical control of each of the land parcels comprising the Property and/or the Property.



- 3.4 The Ownershereby agrees and undertakes that subject to receipt from the Developer of the Security Deposit and the receipt of the Owners' Allocation in the manner as stipulated herein, the grant of the Development Rights to the Developer is on a sole and exclusive basis, free and clear of all Encumbrances.
- 3.5 The Owners shall, without any demur or delay, co-operate and do all acts/deeds that may be required or deemed desirable by the Developer to give effect to the provisions of this Agreement, including but not limited to, signing and submitting any plans, applications, consents and proposals to various Governmental Authorities and/or other bodies/authorities, to enable the Developer to exercise its Development Rights with respect to each of the land parcels comprising the Property and/or the Property.
- 3.6 It is agreed that the Developer shall implement and execute the Project on the Property itself and/or through the agencies of third parties nominated by the Developer and/or Persons identified by the Developer, on the account and at the cost and expenses of the Developer.

Article 4

Consideration

- 4.1 The consideration in lieu whereof the Owners has granted the Development Rights to, unto and in favour of the Developer is the receipt, by the Owners from the Developer, of:-(i) the refundable / adjustable Security Deposit (ii) Developer agreeing to undertake the construction and completion of the Project at its own cost and expense, or of its nominees; and (iii) the receipt by the Owners of the Owners' Allocation in the manner stipulated herein,-
- 4.2 The consideration in lieu whereof the Developer has accepted the grant of the Development Rights from the Owners and obligations under the Agreement, is the receipt by the Developer, of the Developer's Allocation in the manner stipulated herein.

Article 5

Security Deposit

- 5.1 In order to secure due performance by the Developer of its obligations, the Developer has agreed to deposit a non refundable security deposit of a sum of Rs.3,00,00,000/-(Rupees Three Crores only) (hereinafter referred to as "Security Deposit") with the Owners and the said Security Deposit is payable by the Developer to the Owners in the following manner:
 - (a) Rs.1,15,00,000/- (Rupees One Crore and Fifteen Lacs only) on or before the execution of this Agreement;
 - (b) Rs.60,00,000/- (Rupees Sixty Lacs only) within 30 days from the date of execution of this Agreement;
 - (c) Rs.25,00,000/- (Rupees Twenty Five Lacs only) within 60 days from the date of execution of this Agreement;

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- (d) Rs.1,00,00,000/- (Rupees One Crore only) within 30 days from the date of receipt of the Sanction Plan from the Bidhannagar Municipal Corporation with regard to the Project to be developed on the Property;
- 5.2 The Security Deposit payable by the Developer to the Owners shall be paid to each Owner in the same proportion in which the Owners own the land parcels comprised in the Property.
- 5.3 Without prejudice to the other provisions of this Agreement, the Security Deposit held by the Owners shall be adjustable / refundable in the manner stipulated in this Agreement.

Article 6

Obligations of the Parties

6.1 Obligations of the Owners

The Owners hereby agrees, undertakes and covenants that:

- (a) the Owners shall establish, ensure and maintain free, clear and marketable title to each of the land parcels comprising the Property and shall handover the physical possession of the Property simultaneously with the execution of this Agreement;
- (b) the Owners shall ensure that the access to and physical control of the Developer over/in respect of each of the land parcels comprising the Property and/or the Property is not hindered or impeded or obstructed in any manner whatsoever:
- (c) the Owners shall apply and obtain at its own cost and expenses mutation of the entire land parcels comprised in the Property in their respective name in the records of Bidhannagar Municipal Corporation, subject to maximum cost of Rs.2,00,000/-, and in case of any amount required to be spent over and above Rs.2,00,000/- then the same shall be incurred by the Developer.
- (d) the Owners shall apply and obtain at its own cost and expenses conversion certificate for the change of use of the land parcels admeasuring and area of 16 Decimal comprised in the Property from shall to bastu from the concerned BL & LRO, Rajarhat and / or DL & LRO, Barasat, as the case may be. It is agreed between the Parties that Owners shall only incur the Earth Price payable for the conversion of the land subject to maximum of Rs.1.00.000/- (Rupees One Lac only) and all other expenses for conversion of the 16 Decimal Land shall be incurred by Developer.
- (e) the Owners shall pay and bear and continue to remain liable and responsible to pay and bear for the period upto the Effective Date (irrespective of when the bills/demands for the same are received/raised), the entirety of all the Outgoings and shall keep the Developer fully safe, harmless and indemnified in respect thereof;



- (f) the Owners shall, if so required by the Developer, apply and get order, if applicable and required for the Project, for amalgamation of all the land parcels comprised in the Property into one single plot, from the concerned Government Authority having authority and / or jurisdiction in this regard at the costs to be borne by the developer and in case any assistance is required Developer shall, at the request of the Owners, provide its support and assistance in obtaining such amalgamation order from the concerned Government Authority having jurisdiction in this regard;
- (g) the Owners shall immediately inform the Developer of any notice received by the Owners modifying, varying, suspending any rights pertaining to any part or portion of any of the land parcels comprising the Property;
- (h) the Owners shall not convey, assign, alienate or part with possession or deal with or Transfer any interest or create any Encumbrance(s) in/over(i) any of the land parcels comprising the Property or any part thereof; and/or (ii) the rights, title and interest of the Owners under this Agreement in favour of any Person, save and except as per the terms of this Agreement.
- (i) Save as specified in this Agreement, the Owners shall not create or cause any Encumbrance(s) over any portion of any of the land parcels comprising the Property and further, remove the Encumbrances, if any, in respect of any of the land parcels comprising the Property, and settle any claim related to the same without any claim and / or demand from Developer in this regard;
- the Owners shall not create a charge and/or lien and/or Encumbrance over and/or in respect of the Owners' Allocation and / or Owners' Allotted Portion, save and except as provided herein in this Agreement;
- the Owners shall deal with the Owners' Allotted Portion only in the manner and subject to the terms stipulated herein;
- (1) the Owners shall carry out rectifications in any defect in title and /or ownership with respect to Property or any part or portion thereof, that may be pointed out by the Developer or that has come to the knowledge of the Owners within a timeframe as may be agreed between the Parties;
- (m) the Owners shall, from time to time and within such time frames as may be reasonably determined by the Developer sign, execute and deliver such applications, plans, instruments, papers, deeds and documents and undertake and execute all such acts, deeds and things as may be requested by the Developer from time to time for submission to any statutory or competent authority or otherwise or for any other purpose as the Developer may determine, in order to enable the Developer to exercise its rights and/or fulfill its obligations stipulated herein;

(n) as and when required by the Developer, the Owners shall appear before the concerned Governmental Authorities and government departments and/or officers and also all other state, executive, judicial or quasi-judicial, municipal L

- and other authorities and also all courts and tribunals, for all matters connected with the land parcels comprised in the Property or any part or portion thereof and/or in relation to the execution and implementation of the Project;
- (o) the Owners shall co-operate in good faith with the Developer in all respects for the execution and implementation of the Project in terms of this Agreement and provide all assistance as may be required/requested by the Developer to enable the Developer to implement and complete the Project;
- (p) the Owners shall not cause any obstruction or interference or impediment in the construction and development of the Project and/or in the exercise of the Development Rights by the Developer in terms of this Agreement.
- (q) the Owners shall execute and deliver registered and unregistered power(s) of attorney (each as determined by the Developer)to authorise and empower the Developer and/or its nominee(s), as may be required by the Developer for carrying out various acts, deeds and things in respect of the development and implementation of the Project and to deal with the same in terms of this Agreement;
- (r) The Owners undertakes that on and from the Effective Date, Owners shall not assign, Transfer and / or create any Encumbrances and / or Third Party interest over / on the shares of the respective company in any manner whatsoever, save and except with the written prior consent of the Developer and Owners shall obtain and submit to the Developer all such permissions approvals, and / or board resolutions and / or general meeting resolution that may be required in this regard to ensure that such transfer in no way affect the rights of the Developer under this Agreement.

6.2 Obligations of the Developer

The Developer shall, at its own cost and expense:

- (a) Make payment of the Security Deposit to the Owner in the manner stipulated herein;
- take all such steps as may be required for the timelyexecution, promotion, development and implementation of the Project;
- (c) to apply for and obtain all the necessary permissions, approvals and/or clearances of any nature in relation to development of the Property and/or Project or any part or portion thereof, if any pending;
- (d) remain responsible for due compliance with all Applicable Laws/ statutory requirements, whether local or state or central, in respect of the construction and development of the Property and/or Projectand Developer shall ensure that the said Applicable Laws/ statutory requirements are duly complied with;

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 on and from the Effective Date, make proper provision for safety and security of the Property;

- (f) The Developer shall carry on the construction of the Project or any part thereof on the Property or any part thereof as per the Applicable Laws, building laws and /or rules regulations and bye-laws framed thereunder or such other law as may be applicable at the time of construction of the Project on the Property and / or any part thereof and further in accordance with the Sanction Plan.
- (g) Developer shall at its own costs and expenses, apply for and obtain temporary and permanent connections of water, electricity, power, drainage, sewerage and/or gas to the Project and other inputs and facilities required for the construction or enjoyment of the Project;
- (h) DEVELOPER shall, at its own costs and expenses and without creating any financial or other liability (save and except agreed hereunder) on Owners construct, erect and complete the Project or part thereof in pursuant to the Sanction Plan and as per the specifications including as mentioned in the Third Schedule written hereunder (hereinafter "Specifications"), and/or as be decided by the Developer from time to time but shall in no case be inferior to the Specifications mentioned in the Third Schedule. The decision of the Developer regarding all aspects of construction including the quality of materials shall be final and binding on the Parties.
- Periodically as specifically mentioned herein or as and when reasonably requested by the Owners, keep the Owners informed about the progress of the Project.
- hand over the Owners' Allotted Portion, if any to the Owners or their nominees free from all Encumbrances on Handover Date;
- (k) make timely payment of the Owners' Allocation in the manner as stipulated in Clause 13.2 and Clause 13.6 of this Agreement;
- Developer shall use its best endeavor to utilize entire FAR (Floor Area Ratio)
 of the Property in order to ensure the maximum benefit accrues to the Parties.

Article 7

Development of the Project

7.1 The Developer shall commence the development of the Project within 6 (Six) months from the date of receipt of the Sanction Plan from the concerned sanctioning authority and shall, subject to force majeure, use its best endeavor to complete the construction of the Project within 4 (Four) years from the receipt of the Sanction Plan with a grace period of another 12 (Twelve) months. In case Developer is not able to commence the construction within 6 (Six) months or complete the Project within the timeline as stated herein then the Developer and Owners shall mutually take necessary decision and steps to complete the Project.

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7.2 Notwithstanding anything contained anywhere in this Agreement, the Developer will

have all the permanent rights and entitlements to ingress, egress, roadways, pathways etc. to/from/ into the Property;

- 7.3 The Developer shall be entitled to and shall have the right, at its sole and absolute discretion, to either develop the land parcels comprised in the Property independently or to develop the entire land parcels comprised in the Property as one single plot of land. In case Developer opt and decide to develop the entire land parcels comprised in the Property as one single plot then the Developer shall be entitled to amalgamate, if so required as per Applicable Laws, all land parcels comprising the Property, into one single plot and develop the Project thereon. In case Developer opts and decide to develop the Project on single Plot and it is required that all the land parcels are amalgamated into one single plot, then in that case Owners shall provide it full support and assistance in getting the lad parcels comprised in the Property to be amalgamated into one single plot and shall sign and execute all such applications, papers, documents etc that may be in this regard.
- The Developer shall be entitled to and shall have the right, at its sole and absolute 7.4 discretion, to acquire any manner of right and/or title and/or interest in the Additional Land including but not limited to by way of acquiring freehold title, leasehold right, development rights in such Additional Land, and the Developer shall be further entitled to extend the Project to any part or portion of such Additional Land and/or include any part or portion of the Additional Land to comprise a part of the Project and/or amalgamate/partition/use any part or portion of any of the land parcels comprising the Property with any part or portion of the Additional Land and/or use all the Common Areas AndFacilities including but not limited to drainages, sewerages, electricity, water etc., of the Project for and with the Additional Land, each in such manner as the Developer may deem fit and proper, it being agreed and understood that the same shall not, is not intended to and shall not be deemed to create in favour of the Owners any manner of right or interest in the Additional Land (unless specifically so determined and granted by the Developer at its discretion) and/or right to claim or demand from the Developer any additional consideration/allocation of space/super built-up area in lieu of the additional land comprised in the Additional Land, and the Owners undertake and covenant not to make or raise or set up any claim contrary thereto.

Article 8

Owner's Allocation and manner of alienation thereof

- 8.1 In lieu of granting the Development Rights in favour of the Developer, the Owners shall be entitled to receive 35% [thirty five percent] of the Gross Receipts to be generated from the sale of Saleable Space of the Project to be developed on the Property(hereinafter collectively "Owners' Allocation"). The Owners' Allocation payable by the Developer to the Owners shall be paid to each Owner in the same proportion in which the Owners own the land parcels comprised in the Property.
- 8.2 It is hereby further expressly agreed between the Parties that in order to adjust part of the Security Deposit paid to the Owners by the Developer in terms of Clause 5.1, Developer shall be entitled to make a deduction of 5.25% (Five Point Two Five Percent) of the Gross Receipts or 15% (Fifteen Percent) of Owners' Allocation

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- towards adjustment of the Security Deposit before making payment of the Owners' Allocation to the Owners.
- 8.3 For the avoidance of any doubt it is further clarified that the Owners shall not be entitled to claim or demand allocation of any super built-up area and/or space and/or any additional consideration in any form whatsoever or howsoever in lieu of the area which is comprised in the Additional Land even though apart or portion of such Additional Land may be included by the Developer to comprise a part of the Project and/or the Project may be extended to be developed over/on the Additional Land.
- 8.4 It is hereby expressly agreed between the Parties that apart from the cost to be borne and bear by the Owners in terms of this Agreement, the Owners shall also be liable to share and bear the cost of marketing and selling expenses including brokerage ("Marketing Expenses") equal to the 2% (Two Percent) of the Owner's Allocation for the Unit(s) / Saleable Space sold as Owners' share in the Marketing Expenses. and Developer shall be entitled to deducted such share of Marketing Expenses of the Owners from the Owners' Allocation payable to the Owners, Deduction on account of Owners' share in the Marketing Expenses shall be made @2% (Two Percent) of the amount of Owners' Allocation i.e. 0.70% (Point Seven Zero Percent) of the Each Gross Receipts (excluding taxes) In case not so adjusted / deducted then Owners' Share in the Marketing Expenses shall be paid by the Owners to the Developer within 15 days from the date so demanded by the Developer. The Developer will be entitled to adjust Owners' share in the Marketing Expenses from the Owners' Allocation attributable to sold Unit(s)/Saleable Space.

Article 9

Developer's Allocation

- 9.1 Subject to the terms herein, the Developer shall have the absolute and unfettered right and authority in perpetuity to:
 - a) deal with and/or dispose of any and all part or portion of the Project, each in such a manner as the Developer may deem fit and proper at its sole and absolute discretion, in lieu of consideration to be determined and collected only by the Developer and on such terms and conditions as the Developer may deem fit and proper, and the Owners shall not object to the same in any manner or on any ground whatsoever, and each of such areas shall be under the exclusive ownership, control, use and possession of the Developer.
 - b) Receive and appropriate (i) 65% (Sixty Five percent)of the Gross Receipts to be generated from the sale of Saleable Space of the Project to be developed on the Property and (ii) 100% of the Extra Charges and Deposits (hereinafter collectively "Developer's Allocation").
- 9.2 The Parties hereby agree and acknowledge that the rights, title, interest and ownership of any and all the improvements (which shall include the buildings or other structures developments) made by the Developer on the Property, shall vest solely and absolutely with the Developer and that the Owners shall have no rights, title, interest



or ownership to any of such improvements, save and except to receive Owners' Allocation in terms of this Agreement.

Save and except Gross Receipts all the other sums received and / or collected as Extra 9.3 Charges and Deposits by the Developer including the taxes, levies and statutory deposits and extra charges, other amounts for infrastructure facilities and / or utilities which are by its nature supposed to be retained or appropriated by the Developer or paid by the Developer to the concerned tax authorities or other Government Authorities, shall also be retained by the Developer and the balance of the said Extra Charges and Deposits other than as aforesaid which by its nature is supposed to be paid by the Developer to the Association upon its formation for the benefit of the members of such association shall be handed over by the Developer to the Association upon its formation and Owners shall have no claim and / or demand against the Developer in this regard in any manner and / or of any nature whatsoever. It is further agreed between the Parties that Developer shall not charges more than Rs.240/- (two hundred forty only) per square feet of Saleable Space as Extra Charges and Deposits (excluding item in 1(a) i.e. Taxes including GST item 1(b) towards cost of additional work, item 1(g) i.e. taxes including GST on Extra Chargesand Item 2 i.e Deposits as listed in Fourth Schedule) from the Intending Buyers without the written prior approval of the Owners.

For the sake of clarity it is hereby clarified that the taxes, levies, deposits etc., that are collected by the Developer from the intending buyers shall be deposited and accounted by the Developer only and the Developer and shall keep each of the Owners safe, harmless and indemnified against all claims, demands, actions, losses etc., suffered or sustained by the Owners in this regard.

- 9.4 It is agreed between the Parties that sale of any Saleable Space of the Project by the Developer shall not be done below the following price without the written permission from the Owners:
 - a) Rs.3000/- (Rupees Three Thousand only) Per square feet of Saleable Space (other than Car Parking);
 - b) Rs.3,00,000/- (Rupees three lacs only) per Car Parking.

Article 10

Borrowing and funding for the Project

10.1 It is clarified that the Owners shall, at the request of the Developer, cause such parts or portions of the Property or rights in respect thereof to be charged or mortgaged from time to time in favour of such Person(s) as the Developer may deem necessary including by way of equitable mortgage by deposit of the original Title Deeds, for the purpose of raising funds for the execution and implementation of the Project, and without prejudice to such obligation of the Owners, the Owners hereby authorizes and empower the Developer and/or its nominee(s) to carry out, execute and perform various acts, deeds and things in respect of creation of such mortgage, charge, etc. including signing and executing all necessary deeds and documents. Further, the Developer shall also be entitled to create a charge / mortgage on the buildings and other structures/improvements constructed on the Property for the aforesaid purpose



of raising funds. The Owners shall execute such documents and deeds and do such things as shall be required for the creation of a charge or mortgage on any buildings on the Property, from time to time. The Developer shall be entitled to appropriate and use all the funds so received only for the execution and implementation of the Project provided that the Developer shall solely remain liable and responsible for the repayment of such borrowings, and shall keep each of the Owners safe, harmless and indemnified against all claims, demands, actions, losses etc., suffered or sustained by the Owners in this regard. The Owners shall also provide all necessary co-operation and assistance to the Developer as may be required to amend or extinguish any of the aforesaid mortgage rights.

- Notwithstanding anything contained anything in the Clause 10.1 above, it is expressly agreed between the Parties that unless an amount of Rs.8,00,00,000/- (Rupees Eight Crores only) has been incurred by the Developer towards meeting the costs of construction of the Project (including payment of the Security Deposit to the Owners and cost incurred for plan sanction and other construction / development work) either through its own sources or from the sale of the Saleable Space of / in the Project, Developer shall not be entitle to create any charge of the Property in favor of the financial institutions to raise fund for the Project. However, this in no way shall stop the Developer from selling the Saleable Space in the Project to the Intending Buyers and charges created in favor of the banker / financial institutions providing loan to such Intending Buyers. Once the amount of Rs.8,00,00,000/- (Rupees Eight Crores only) is brought by the Developer for the Project as aforesaid, Developer shall be entitle to create charge and / or mortgage on the land parcels comprised in the Property and the Project for raising funds for the Project.
- 10.3 Any Charges and or mortgage created in terms of Clause 10.1 in favor of the banking / financial institutions or otherwise shall be created only with respect to the Developer's Allocation.

Article 11

Authority

11.1 Authority in favour of the Developer

11.1.1 In order to facilitate the Developer to undertake the Project and/or for speedy construction, erection, completion and implementation of the Project, and to, inter alia (a) exercise the Development Rights; (b) exercise the rights granted under Clause10hereinabove; (b) sell, license, lease, gift, transfer, Encumber or otherwise dispose of and/or deal with and/or alienate and/or create third party rights over: (i) any part or the whole of the constructions made and/or built up space comprising the Project; and/or (ii) any part or portion of the Project; and/or (iii) an undivided share in any part or portion of the land comprised in the Property, which comprises in the Project without prejudice to and in addition to and the other powers, rights and authorities granted hereunder by the Owners in favour of the Developer, the Owners hereby appoints the Developer, as its constituted attorney and authorized representative, inter alia for each of the aforesaid purposes in respect of the Property and hereby unconditionally grants to and in favour of the Developer the irrevocable powers stated in the Fifth Schedule hereunder written and further has, simultaneously



with the execution of these presents, granted in favour of the Developer several irrevocable powers by way of a separate power of attorney, each with the intent and purpose that such powers shall be effective and operational on and from the Effective Date, and the Owners shall be bound by each of the acts done and executed by the Developer in pursuance of these powers and further the Owners, hereby ratifies and confirms and agrees to ratify and confirm and be bound by all and whatsoever the Developer shall do or cause to be done in or about the Property, in exercise of all the powers granted under these presents and/or in pursuance hereof. The Owners hereby agrees to execute and register further requisite documents, including specific powers of attorney as may be required by the Developer from time to time.

- 11.1.2 The Owners shall simultaneously with the execution of this Agreement, execute and / or register one or more separate power of attorney in favor of the Developer granting all necessary powers and authorities required to implement and effectuate this Agreement and exercise the Development Rights provided herein with regard to the Project including all the acts and things that are necessary for the development, promotion and construction of the Project on the Property, commercial exploitation of the Unit(s) and other Saleable Space, sanction and / or modifications amendments of the Sanction Plan, sale and Transfer all or any of the Unit(s) and / or Saleable Space.
- 11.1.3 The Owners acknowledges and accepts that by virtue of this Agreement, the Developer has acquired a substantial interest and right in the Property of the Owners and thus, each of the powers granted in favour of the Developer including those under these presents as also under the abovementioned and several other powers of attorney that may be executed from time to time, being coupled with interest and consideration, can be revoked only with the written consent of the Developer and any revocation without consent shall be void ab initio.
- 11.1.4 It is agreed and understood that the powers granted hereunder by the Owners to the Developer shall not absolve the Owners from its liability and responsibility to make, file and obtain necessary sanctions, permissions etc., do such acts, deeds and things as may be reasonably requested by the Developer from time to time as also to fulfill and perform each of its several obligations and duties as stipulated herein.
- 11.1.5 It is further clarified and understood that despite the grant of the aforesaid authority in favour of the Developer, the Owners shall, as and when requested by the Developer, either itselffor along with Developer, sign, execute and register/lodge for registration such deeds, documents, applications, etc. as may be requested from time to time by the Developer.

Article 12

Documentation

12.1 Subject to the terms herein, the Developer shall have the right to enter into all documents, deeds, etc. for the sale/transfer etc. of Saleable Space or for granting any manner of right or interest in any Saleable Space at any part or portion of the Project comprising the Project in terms of these presents in such a manner as the Developer may determine at its sole and absolute discretion.



All agreements, documents, deeds, papers etc. pertaining to the sale/transfer/creation of any manner of interest/right in any part or portion of the Project and/or the Property shall be in terms of the drafts and or formats prepared by the advocate of the Developer i.e. ARSS LEGAL, Advocates and Attorneys, of PS Srijan Corporate Park, Unit 1509, 15th Floor, Tower – I, Plot G2, Block GP, Sector V, Salt Lake, Kolkata – 700 091.

Article 13

Escrow Account, Final Statement and Distribution of Unsold Units

- 13.1 It is agreed and understood between the Parties that a separate bank account (hereinafter referred to as "Escrow Account") will be opened for the Project in the name of the Developer and all Gross Receipts towards sale / alienation of any part or portion of the Project other than Extra Charges and Deposits shall be received by and in the name of the Developer and shall be deposited in the Escrow Account to be opened by the Developer with such bank (hereinafter "Escrow Bank") as may be decided by the Developer at its sole discretion. The Signatories to the Escrow Account shall have representations from Owners (taken together as one Party) and Developer in equal proportion. Maximum of two persons can be nominated by Owners taken together and two persons from Developer as signatory to the Escrow Account.
- 13.2 it is agreed by and between the Parties that a standing mandate will be given to the Escrow Bank for the automatic transfer, of Gross Receipts to be received in the Escrow Account, into the designated bank account of the respective Owners (hereinafter referred to as "Owners' Designated Bank Account") and designated bank account of the Developer (hereinafter referred to as "Developer's Designated Bank Account") in the following manner:
 - a) An amount equivalent to Goods and Service Tax (GST) and such other taxes as may be applicable on sale of Saleable Space and collected with each Gross Receipts shall first be transferred to Developer's Designated Bank Account. Rate at which such amount shall be transferred shall be intimated by the Developer to the banker at its sole discretion from time to time as may be required because of change in/ of Applicable Laws and / or change in applicable tax rate.
 - b) After payment and transfer of the sum as mentioned in Clause 13.2 (a) above, 0.70% (Point Seven Zero Percent) of the Gross Receipts (excluding taxes) shall be paid to the Developer's Designated Bank Account towards Owners' share in Marketing Expenses;
 - c) After payment and transfer of the sum as mentioned in Clause 13.2 (b) above, 5.25% (Five point two five percent) of the Gross Receipts (Excluding Taxes) shall be paid to the Developer's Designated Bank Account towards adjustment of the Security Deposit, until the entire amount of Rs.3,00,00,000/- (Rupees Three Crores only) is fully adjusted;

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d) After payment and transfer of the sum as mentioned in Clause 13.2 (c) above, all amount remaining shall be distributed as follows:

- 65% (Sixty Five Percent) of the Gross Receipts (excluding taxes) shall be transferred to Developer's Designated Bank Account towards Developer's Allocation; and
- Balance 29.05% (Twenty Nine point Zero Five Percent) of the Gross Receipts (Excluding Taxes) shall be transferred to respective Owners' Designated Bank Account of the Owners as payment towards Owners' Allocation;

For the sake of clarity it is hereby clarified that all the payments to Developer and Owners shall be made only in compliance with the West Bengal Housing Industry Regulation Act, 2017 (HIRA) and if because of HIRA payment percentage during the construction period needs to be amended then the same will amended to abide by the HIRA. However those changes will in no way amend the understanding between the Parties and Owners will be entitled to receive agreed Owners' Allocation and any deficit because of compliance of HIRA shall be paid to the Owners upon completion of the Project after adjustment of the unadjusted Security Deposit, if any.

- 13.3 It is agreed and understood between the Parties that all other sum received as Extra Charges and Deposits towards sale / alienation of Saleable Space and / or any part or portion of the Project can be received by and in the name of the Developer and will be deposited in such account as may be decided by the Developer at its sole discretion.
- 13.4 The Developer shall be responsible and liable to provide a monthly statement to the Owner within 21 (Twenty one) days from the end of the respective month, containing the details of the following:
 - a) Saleable Space wise sales during the month;
 - b) Saleable Space wise sales upto that month;
 - Saleable Space wise Gross Receipts received by the Developer during the month;
 - d) Saleable Space wise Gross Receipts received by the Developer upto that month;
 - e) Amount accrued to the respective Owners during the month as Owners' Allocation;
 - f) Amount accrued to the Owners upto that month as Owners' Allocation;
 - g) Amount paid to the respective Owners as Owners' Allocation during the month;
 - h) Amount paid to the respective Owners' Owners' Allocation upto that month;
 - Amount recovered from respective Owners as share of the Marketing Expenses for the month.
 - Amount recovered from respective Owners as share of the Marketing Expenses till that month.
 - Amount adjusted towards Security Deposit from respective Owners during the month;
 - Amount adjusted towards Security Deposit from respective Owners upto that month;
 - m) Saleable Space wise Gross Receipts to be collected from the Transferee(s) in future;
 - n) Details of unsold Unit(s) / Saleable Space.

13.5 Upon completion of the Project as certified by the Architect (hereinafter "Project Completion Date"), the Developer shall prepare a final statement of accounts



(hereinafter "Final Statement") and send it to the Owners within 45 [Forty Five]
Days from Project Completion Date together with following information / details:

- Saleable Space wise Gross Receipts received by the Developer till date of Final Statement;
- Amount accrued to the respective Owners as Owners' Allocation till date of Final Statement:
- e) Amount paid to the respective Owners as Owners' Allocation till date of Final Statement;
- d) Amount recovered from Owners as share of the Marketing Expenses till date of Final Statement.
- e) Saleable Space wise Gross Receipts to be collected from the Transferee(s) in future, if any, for the Saleable Space already sold;
- f) Marketing Expenses yet to be collected from the Owners attributable to Sold Unit(s) / Saleable Space;
- g) Amount of Security Deposit already adjusted from the respective Owners till date of the Final Statement;
- Amount of the unadjusted Security Deposit, if any, recoverable from the respective Owners;
- Net amount payable to the respective Owners after all adjustment (including Security Deposit and Marketing Expenses) till date of Final Statement;
- Details of unsold Unit(s) / Saleable Space in the Project with complete details of Unit(s) (hereinafter "Unsold Units").
- 13.6 The Developer shall within 30 (Thirty) days from the date of sending the Final Statement, shall make payment of the final amount due to the respective Owners as per the Final Statement. Any delay by the Developer in making payment of any of the amounts stipulated in the Clause 13.2 shall make the Developers liable to pay Interest on each of such delayed payments @ 12 % p.a.
- 13.7 It is agreed by and between the Parties that in case any Unit(s) remains unsold as on the date of Final Statement i.e. Unsold Units including Car Parking and any other salable area, then those Unsold Unit(s)/ Salable Area shall be distributed among the Developer and Owners in the ratio of 65: 35 i.e. Developer will be get 65% of the Unsold Units / Salable Area(hereinafter "Developer's Allotted Portion") and Owners will get 35% of the Unsold Unit(s)/ Salable Area (hereinafter "Owners' Allotted Portion");
- 13.8 All the Unit(s) comprised in the Developer's Allotted Portion and Owners' Allotted Portion shall be duly allotted, demarcated and identified out of the Unsold Units in such manner as may be mutually agreed between the Parties at that time, Any fraction in allotment shall be dealt by the Parties in such manner as may be mutually agreed between the Parties at the time of allotment of Unsold Units;
- 13.9 It is agreed between the Parties that once the allotment and demarcation of the Unit(s) are done for the Developer's Allotted Portion and Owners' Allotted Portion, such demarcation and allotment shall be final and binding on the Owners and Developer. It is further agreed and understood that the Owners shall not be entitled to call upon and/or claim or demand from the Developer for allocation of any part or portion of the Owners' Allotted Portion in any other part or portion of the Project.



- 13.10 Each and every portion of the Owners' Allotted Portion and Developer's Allotted Portion in the Project shall be allotted and/or allocated by the Developer on and subject to the same terms and conditions as those governing the allotment/allocation of the other such super built-up area/spaces comprised in the Project including but not limited to the percentage/proportion of the undivided share in the land which shall be attributable to such super built up area, the location and portion of the land in which such undivided share shall be transferred, the nature of the right to be granted in such land, the quantum and frequency of the maintenance and other charges etc., and the Owners agree and undertake not to make or raise or set up any claim contrary thereto.
- 13.11 Once the demarcation of identification of the Owners' Allotted Portion is done, the Developer shall call upon the Owners to take possession of the Owners' Allotted Portion, within 30 (Thirty) days from the date of the notice in this regard issued by the Developer ("Possession Notice") subject to the Owners paying to the Developer each of the undernoted amounts:-
 - 13.11.1the Extra Charges and Deposits attributable to the Owners' Allotted Portion at the same rate at which it is collected from the Intending Buyers;
 - 13.11.2 Unadjusted amount of the Security Deposit from the respective Owners;

For the removal of doubt it is agreed by and between the Parties that the respective Owners shall be liable to pay Extra Charges and Deposits (at the same rate at which Extra Charges and Deposits are paid by the Intending Buyers of the Saleable Space in the Project) to the Developer for the respective Owners' Allotted Portion. In case Owners does not pay the respective Extra Charges and Deposits and Security Deposit as stated hereinabove, then the Developer shall reduce the square feet from the respective Owners' Allotted Portion of the said Owners at the then prevailing market rate of the Project and the Owners' Allotted Portion of such Owners shall stand reduced by such square feet and Developer shall handover the possession of such reduced Owners' Allotted Portion to such Owners. Square Feet so reduced from the said Owners shall become and form part of the Developer's Allotted Portion.

13.12 Simultaneously with the receipt of each of the applicable amounts stipulated in Clause 13.11 hereinabove, the Developer shall hand over the Owners' Allotted Portion to the Owners ("Handover Date"). On and from the Handover Date all Outgoings and maintenance charges with regard to Unit(s) allotted to the respective Owners as the Owners' Allotted Portion shall be borne and incurred by the respective Owners. In case Owners fail to take handover of the Owners' Allotted Portion within 30 (thirty) days from the Possession Notice then it shall be deemed to be handed over on and from the date of expiry of 30 (thirty) days from the date of Possession Notice for the purpose of this Clause.

Article 14

Title Deeds

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14.1 It is recorded that simultaneously with the execution of these presents, the Owners hasagreed to deposit all the original Title Deeds as listed in Seventh Schedule in the Bank Locker to be operated jointly by the representatives of the Developer and the Owners, with such bank as may be decided by the Developer.

Article 15

Indemnity

15.1 Owners' Indemnity

Without prejudice to any other obligations and / or specific indemnity provided bythe Owners herein, the Ownersfurther hereby jointly and severally, agrees to indemnify, defend and hold harmless the Developer against and in respect of any and all liabilities, losses (other than consequential losses), costs, damages, commissions and/or expenses (together with reasonable attorney's fees and disbursement), which may be suffered or sustained by the Developer by reason of (i) the non-performance and non-observance of any of the terms and conditions of this Agreement by the Owners or any of the Owners; and/or (ii) acts of willful negligence or intentional misconduct by the Owners or any of the Owners; and/or (iii) breach of the provisions of this Agreement by the Owners or any of the Owners; and/or (iv) any representation and warranty by the Owners found to be misleading or untrue or any breach by any of the Owners of any representation and warranty contained in this Agreement; and/or (v) any Third Party demand or claim or action in respect of any part or portion of the Property; and/or (vi) any Encumbrance on and/or defect in the title or any claim or demand in respect of the title to any part or portion of the Property; and/or (vii)acquisition and/or requisition and/or attachment and/or vesting of any part or portion of the Property (viii) failure by the Owners to fulfill their obligations under any Applicable Laws and/or under this Agreement and/or on account of any claims, damages, payments, charges expenses or recoveries of any kind whatsoever in respect of any land parcel comprised in the Property and / or the Property as a result of any act or omission on the part of the Owners in relation to the Project or otherwise and/or the performance by the Ownersof the obligations contained herein.

15.2 Developer's Indemnity

Without prejudice to any other obligations and / or specific indemnity provided by the Developer herein, Developer hereby further agrees to indemnify, defend and hold harmless the Ownersagainst and in respect of any and all liabilities, losses (other than consequential losses), costs, damages, commissions and/or expenses (together with reasonable attorney's fees and disbursement), which may be suffered or sustained by any of the Ownersby reason of :(i) the non-performance and non-observance of any of the terms and conditions of this Agreement by the Developer; and/or (ii) acts of willful negligence or intentional misconduct by the Developer; and/or (iii) breach of the provisions of this Agreement by the Developer; and/or (iv) any representation and warranty by the Developer found to be misleading or untrue or any breach by the Developer of any representation and warranty contained in this Agreement; and/or (v) any Third Party demand or claim or action in respect of any part or portion of the Project due to any defects or bad quality of construction, quality of materials and / or utilities used, and/ or deficiency in or inappropriate Common Areas and Facilities and / or amenities etc; and/or (vi) from any and all Third Party claims for loss of or physical damage to property or for death or injury and against all losses for personal injury and for damage to or loss of any property arising out of or in any way



connected with the Developer's performance of this Agreement or arising out of any act or omission of the Developer, and in turn of the persons claiming through or under the Agreement; and / or (vii) any Encumbrance created on the Property or any part thereof as per Clause 10; and/or (viii) noncomplianceof any Applicable Laws and / or breach of any of the terms and conditions or otherwiseof any approvals, clearances, NOCs, sanctions, obtained by the Developer for the Projector any part thereof (ix) payments of taxes, duties, levies, fees etc. relating to the Project including contractors, suppliers and representatives, income or other taxes required to be paid by the Developer without reimbursement hereunder, or non-payment of amounts due as a result of materials or services supplied/furnished/provided to the Developer or any of its contractors which are payable by the Developer or any of its contractors(x) failure by the Developer to fulfill its obligations under any Applicable Laws and/or under this Agreement and/or on account of any claims, damages, payments, charges expenses or recoveries of any kind whatsoever in respect of the Project and / or any part or portion thereof as a result of any act or omission on the part of the Developer in relation to the Project and / or any part or portion thereof or otherwise and/or the performance by the Developer of the obligations contained herein.

Article 16

Governing Law

16.1 Subject to Clause 17, this Agreement shall be governed and construed in accordance with the laws of India and the courts at Kolkata shall have sole and exclusive jurisdiction for all matters pertaining to and/or arising from this Agreement.

Article 17

Settlement of Disputes

- In the event of any dispute and/or difference between the Parties arising in connection 17.1 with the interpretation or implementation of this Agreement and/or interpretation of any of the terms and conditions herein contained or touching these presents ("Dispute"), the Parties shall attempt in the first instance to resolve such Dispute through amicable discussions, it being agreed and understood that for thepurpose of this Clause, the Owner shall collectively be deemed to mean and/or constitute one Party while the Developer shall deemed to mean the other Party. If the Dispute is not resolved through such amicable discussions within 60 (Sixty) days after commencement of discussions or such longer period as the Parties agree to in writing. then either of the Parties may refer the Dispute to arbitration for resolution according to and in terms of the provisions of the Arbitration & Conciliation Act, 1996 and/or any modifications thereto. The arbitration shall be conducted in Kolkata. All such arbitration proceedings shall be conducted in English. For the purpose of this Agreement Owners collectively shall be considered one Party and Developer shall be considered other Party.
- 17.2 The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The Parties waive irrevocably any rights to any form of appeal, review or recourse to any state or other judicial authority in so far

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- as such waiver may validly be made, provided however any Party shall have the right to appeal under Section 37 (1) of the Arbitration and Conciliation Act, 1996.
- 17.3 The arbitrator(s) appointed in accordance with the provisions of the Arbitration & Conciliation Act, 1996 may (but shall not be required to), award to a Party that substantially prevails on merits, its costs and reasonable expenses (including reasonable fees of its counsel).). For the purposes of such arbitration proceeding, a single arbitrator shall be appointed jointly by the parties. Each Party under this Clause shall respectively pay and bear its own legal costs and expenses.
- 17.4 When any Dispute is under arbitration, except for the matter(s) under Dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.

Article 18

Notice

- All routine correspondence may be carried on by email, letters, facsimile transmission or telephones. However, each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at its address by registered post with acknowledgement due or fax number set out below (or such other address or fax number as the addressee has by 5 (five) days' prior written notice specified to the other Parties). Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered, (a) if delivered in person or by messenger, when proof of delivery is obtained by the delivering Party; (b) if sent by post, on the 5th (fifth) day following posting; and (c) if given or made by fax, upon dispatch and the receipt of a transmission report confirming dispatch; (d) and if given by email, on the date of despatch.
- 18.2 All notices tobe sent/addressed to any of the Parties hereto shall be sent/addressed to the attention of the person and at the address, facsimile and email of the respective Parties as stated hereinbelow, unless any of the Parties, by written intimation to each of the Parties, change and/or modify any of the undernoted details:-

For and on behalf of all the Owners

Attention : Mr. Rajeev Kumar Kanodia

Address: 404, Parvati Residency,

188A/23 Manicktala Main Road,

Kakurgachi, Kolkata - 700054

Email : brgd2008@gmail.com

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Developer

Mr. Sachin Agarwalla Attention

Shivalay Ingenium Properties LLP Address

PS Srijan Corporate Park,

Unit 1509, 15th Floor, Tower - I, Plot G2, Block - GP, Sector V, Salt Lake, Kolkata - 700 091

sachinagarwalla@ymail.com Email

Article 19

Miscellaneous

19.1 Assignment

Save and except as specifically provided herein, no Partyshall be entitled to assign or transfer all or any of their respective rights and/or novate any of their respective obligations under this Agreement to any Third Party without the prior consent of the other concerned Party.

Binding Effect and Invalidity 19.2

- 19.2.1 All terms and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the legal representatives and permitted assigns of the Parties.
- 19.2.2 Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such. The Parties agree that if any of the provisions of this agreement is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired, which shall continue to be valid and binding, and such invalid, illegal or unenforceable provision shall be treated for all purposes as severed from this Agreement and ineffective to the extent of such invalidity or unenforceability. Notwithstanding the foregoing, the Parties to this Agreement shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision so found to be void or unenforceable.

19.3 Waiver

No waiver of any 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 or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by any 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



19.4 Costs and Expenses

- 19.4.1 Each Party shall bear its own costs in connection with the negotiation, preparation and execution of this Agreement.
- 19.4.2 All costs, charges and expenses for stamp duty and registration charges payable on this Agreement shall be paid and borne by Developer.
- 19.4.3 In the event any statutory taxes are payable by the Owners in relation to the Owners' Allotted Portion, the same shall be borne and paid by the Owners.
- 19.4.4 Save as specifically provided herein, each Party shall pay and bear the respective direct taxes (like Income tax etc.)payable by each of them, arising from or in respect of this Agreement, and shall keep each of the other Parties safe, harmless and indemnified in respect thereof.

19.5 Entire Agreement

This Agreement sets forth the entire agreement and understanding amongst the Parties in connection with the subject matter hereof and all documents executed in pursuance hereto and/or simultaneously hereto, whether registered or unregistered, shall be deemed to form and comprise an integral and inseparable part of this Agreement.

19.6 Amendment

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by and/on behalf of each of the Parties.

19.7 Relationship

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and each Party shall have the authority to bind or shall be deemed to be the agent of the other only in the manner specifically provided herein, it being clarified and understood that the Developer has not been appointed as an agent or contractor of the Owner, but to the contrary has been granted independent valuable rights and interest in each of the land parcels comprising the Property by virtue of and/or under these presents.

19.8 Independent Rights

Each of the rights of the respective Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.



19.9 Third Party Benefit

Nothing herein expressed or implied is intended, 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.

19.10 Further Assurance

Each Party shall cooperate with the other Parties and execute and deliver to the other Parties such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

19.11 Covenants Reasonable

Each of the Parties agrees that having regard to all the circumstances, the covenants contained herein are reasonable and necessary for the protection of the Parties.

19.12 Counterparts

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which will constitute one and the same instrument.

The First Schedule Above Referred To

("Property")

All that piece and parcel of the land admeasuring an area of about 59 (Fifty Nine) Cottahs12 (Twelve) Chittacks and 8 (Eight) Sq Ft, together with a temporary shed of 1000 Square Feet approximately on ground floor comprised in equivalent to 98 Decimal together with a shed of 1000 Square Feet on Ground Floor comprised in C.S. Dag No. 5424, 5425 and 5427 corresponding to R.S. & L.R. Dag No. 3653 (26 Decimal) 3654 (48 Decimal) and 3656 (24 Decimal), respectively comprised in L.R. Khatian No. 12236, 12237, 12238, 12239, 12240, 12241, 12242, 12243, 12244, 10758 under Mouza —Gopalpur, J.L. No. 2, Re Sa No. 140, Touzi No. 125B/1, under P.S. Airport, Under Post Office: RajarhatGopalpur, comprised in Holding No. RGM-5/4 and 5/5, Berabari (East), Block M, under Ward No. 2 (Previously 5), within the jurisdiction of Bidhannagar Municipal Corporation (BMC) (Previously RajarhatGopalpur Municipality), Gopalpur, Ramesh MitraSarani (91 Bus Route), Kolkata —700 136, North 24 Paraganas, West Bengal, within the limits of District Registrar —Barasat and Additional District Sub Registrar —Bidhannagar, butted and bounded by:

On North:

By 91 Bus Route

On South:

By Other Land in R.S. and L.R. Dag No.3599

On West:

By Other Land in R.S. & L.R. Dag No. 3655 and 3657

On East:

By other land in R.S. & L.R. Dag No. 3651 and 3652

Duly delineated and demarcated with the map annexed herewith as Annexure -A.



The Second Schedule Above Referred To

(Details of land parcels owned by each Owners)

Each Owner is the owner of the piece and parcel of the land admeasuring an area as mentioned in the Column (6) below comprised in R.S. & L.R. Dag No. as mentioned in the Column (4) below comprised in L.R. Khatian No. mentioned in the Column (5) under Mouza -Gopalpur, J.L. No. 2, as follows:

SI. No.	Name of the Owner	Mouza and J.L. No.	R.S. & L.R. Dag No.	L.R. Khatian No.	Area of Land (In Decimal)
1.	BRGD Promoters Private Limited	Gopalpur - 2	3653 3654 3656	12237	2.777 4.555 2.555
2.	Kalki Commodeal Private Limited (Previously Rover Dealcom Private Limited)	Gopalpur - 2	3653 3654 3656	12238	2.777 4.555 2.555
3.	Hrishikesh Vanijya Private Limited	Gopalpur – 2	3653 3654 3656	12239	2.777 4.555 2.555
4.	Reliable Goods Private Limited	Gopalpur – 2	3653 3654 3656	12240	2.777 4.555 2.555
5.	Vishesh Marketing Private Limited	Gopalpur – 2	3653 3654 3656	12241 and 12236	5.554 9.110 5.110
6.	MKHS Properties LLP	Gopalpur – 2	3653 3654 3656	12242	2,777 4,555 2,555
7.	MKHS Awasan LLP	Gopalpur – 2	3653 3654 3656	12243	2.777 4.555 2.555
8.	MKHS Estates LLP	Gopalpur – 2	3653 3654 3656	12244	2.777 4.555 2.555
9.	Golden Tracom Private Limited	Gopalpur - 2	3653 3654 3656	10758	1.007 6.005 1.005



	20.00
Grand Total	98.00
Grand Lotar	

All under Re Sa No. 140, Touzi No. 125B/1, under P.S. Airport, Under Post Office : RajarhatGopalpur, comprised in Holding No. RGM-5/4 and 5/5, Berabari (East), Block M, under Ward No. 2 (Previously 5), within the jurisdiction of Bidhannagar Municipal Corporation (BMC) (Previously RajarhatGopalpur Municipality), Gopalpur, Ramesh MitraSarani (91 Bus Route), Kolkata - 700 136, North 24 Paraganas, West Bengal, within the limits of District Registrar -Barasat and Additional District Sub Registrar -Bidhannagar

The Third Schedule Above referred to

("Specifications")

The basic Specifications of the Unit(s) and the Building(s) comprised in the Project will be as follows:

1	Foundation Work	R.C.C. Column Foundation with Shal Bally Piling and Anti Termite treatment		
2	Nature of Structure	R.C.C Column structure		
3	Roof Finish	R.C.C Roof Slab with water proofing treatment.		
4	All Doors Frame would be made of Wood and a will be ISI Std. Flush type. Main Doors will be with hash bolt and Toilet's Door would be P.V windows will be Aluminum sliding with glass and grill.			
5	Flooring	All Bed Rooms, Dining Room, Toilet, Kitchen and skirting would be finish with Vitrified tiles/ Marwar Marble, Walls of the toilet would have 60" High Colour Glazed Tiles.		
6	Sanitary and Plumbing	Toilet would be of matching size shower and would be fitted with one Indian type Commode or Pan (white standard quality) with low down P.V.C. Cistern (white All concealed plumbing lines are Soil pipe (P.V.C.) and Outside P.V.C.		
7	Kitchen	One Black stone Platform (3'-0") with Cylinder sp on bottom, one Black stone sink, 2 (two) pieces skirt made of Glazed Tiles on the back of the cook platform to protect the oil spots.		
8	Lift & Lift Room	Available		
9	Electrical Wiring	Concealed wiring in all Flats(Copper electrical wiri and concealed T.V. lines. Each Flat will be provid with the following electrical points with good qual- switch.		
í	Bed Room	3 Light Points 1 Fan Point		



		1 Plug Point (5 Amp)
iì	Dining Room	3 Light Points 2 Fan Points 2 Plug Points (5 Amp) 1 Plug Point (15 Amp)
iii	Kitchen	1 Light Point 1 Exhaust Fan Point 2 Plug Points (5 Amp)
iv	Toilet & W.C.	1 Light Point 1 Exhaust Fan Point 1 Gyser point
v	Verandah	1 Light Point
vi	Entrance	Door Bell Point
10	Basin	White porcelain basin will be provided at suitable place
11	Water Supply	Overhead RCC Water Tank attached with connection of Deep Tube-well with pump and Motor.
12	Painting	Plaster of Paris will be provided inside the Flat and weather coated at outside wall and common lobby area.

The Fourth Schedule above referred to

"Extra Charges and Deposits"

1. Extra Charges

- a) GST on Sale of the Unit(s) and / or Saleable Space of the Project;
- b) The full costs, charges and expenses for making by the Developer any additions or alterations and/or for providing at the request of the Intending Buyer any additional facility and/or utility in or relating to any Unit or Saleable Areas in excess of the standard specifications agreed to be provided for the Project;
- c) All costs, charges and expenses for providing any facility or utility or for any installation or amenity, common or otherwise, in addition or up gradation to those planned to be provided by the Developer.
- d) Fees, costs, charges and expenses (including service charges and like) for obtaining electricity connection and electricity line in or for the said premises (including HT or LT supply, transformer, switch gear, cable trench, substation and the like) payable to electricity service provider for electric meter;
- Fees, costs, charges and expenses for installing one or more generators and like other power backup apparatus and all their accessories for the Project;
- f) GST and like taxes on the aforesaid Extras;
- g) Such other amounts as the Developer may charge as extra.

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2. DEPOSITS (which shall be interest free) shall include:

- Deposit on account of maintenance charges, common expenses, municipal rates and taxes, etc.;
- Deposit on account of Sinking Fund;
- c) Cost of formation of service maintenance company/society/Association;
- d) security deposit and all additional amounts or increases thereof payable to the CESC Limited or other electricity service provider for electricity connection at the Project
- e) Such other amounts as the Developer may take as deposit,

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

The Fifth Schedule above referred to

[Powers]

- To hold defend and retain possession of the Property and every part or portion thereof
 and to design, plan, develop, construct, market, sell etc. the Project and every part or
 portion thereof to be constructed thereon.
- To demolish any structures situated on the Property or any part or portion thereof and to appropriate the debris accruing therefrom in such manner as the said Attorney may deem fit and proper;
- 3. To cause the name of the purchaser / Owner of the Property or any part or portion to be mutated in the records of the authorities concerned including bidhannagar municipal corporation, concerned municipality, gram Panchayet BL & LRO, and for the aforesaid purpose to sign and execute all applications papers deeds documents and instruments as the said Attorney in its absolute discretion may deem fit and proper;
- 4. To execute any Deed of Declaration, Deed of Confirmation and/or any Deed of Modification and to register the same with the Sub Registrar, Additional District Sub-Registrar, District Sub Registrar, District Registrar, Additional Registrar of Assurances Kolkata, Registrar of Assurances, Kolkata as the Attorney may at its sole discretion desire or deem fit and proper.
- To cause conversion of the nature of use of the Property and for the aforesaid purpose
 to sign and execute all papers applications deeds documents and instruments as may
 be necessary and/or required as the said Attorney in its absolute discretion may deem
 fit and proper.
- 6. To cause the Property or any part or portion thereof to be amalgamated with any adjoining and / or neighbouring property and/or premises and / or partition the Property or any part of portion thereof into various number of municipal holding number / various independent plots and for the aforesaid purpose to sign and execute all papers applications deeds documents and instruments as may be necessary and/or required as the said Attorney in its absolute discretion may deem fit and proper.
- 7. To execute any affidavit or declaration confirming marketable title or demarcation of the boundaries in respect of the Property or any part or portion thereof as the said Attorney may desire or deem fit and proper and to register the same with the Sub Registrar, Additional District Sub-Registrar, DistrictSub Registrar, District Registrar, Additional Registrar of Assurances - Kolkata, Registrar of Assurances, Kolkata and to admit the execute thereof as the said Attorney may desire or deem fit and proper.



- 8. To appear and represent before any Notary Public, Sub Registrar, Additional District Sub-Registrar, DistrictSub Registrar, District Registrar, Additional Registrar of Assurances Kolkata, Registrar of Assurances, Kolkata, Metropolitan Magistrate and other Officer and/or Officers, Authority or Authorities having jurisdiction in respect thereof and to present for registration and to acknowledge and register or have registered and perfected all such deeds, instruments and writings executed and signed by our said Attorney concerning the Property or any part or portion thereof.
- 9. To obtain and give rights of way, access, rights to lay drains, water mains, electric cables, telephone, fax lines and telegraph cables etc underground and overhead (as the case may be) and for that purpose to obtain and give and sign and execute and deliver all deeds undertakings writings etc as may be necessary or required from time to time.
- To utilise or shift or have cancelled the existing utilities in the Property in such manner as my said Attorney may deem fit and proper.
- 11. To appoint and engage Architects, Engineers and R.C.C. Specialists, Valuers and Surveyors and Contractors as may be required from time to time for the Project or otherwise and revoke his/their appointment and reappoint any other person in his/their place and stead for the aforesaid purposes and to settle and pay their fees.
- 12. To prepare or cause to be prepared Master Plan, map or building plan for construction of Project or any part or portion thereof on the Property or any part or portion thereof as it deem fit and proper and to submit the same to the concerned Government Authorities including bidhannagar municipal corporation, for sanction and for the aforesaid purpose to sign and execute all such maps plans deeds documents and instruments as may be necessary and/or required from time to time.
- To submit to the all Revenue Authorities, BidhannagarMunicipal Corporation, 13. Concerned Municipality, Town and Country Planning Department, ZilaParishad, concerned Panchayat, KMDA, Calcutta Electric Supply Corporation (CESC), West Bengal State Electricity Board (WBSEB), PWD, Fire Department or such other competent authority and all its/ their departments and other concerned authorities in accordance with their laws for the time being in-force, bye-laws, rules and regulations, such plans of the Property or any part or portion thereof in respect of separation and/or sub-division and/or amalgamation of the Property or of the Project comprising of building or buildings proposed to be constructed on the Property and for the aforesaid purposes to sign and execute all applications, plans, specification, documents, writings, affidavits, undertakings, indemnities etc as may be required by any or all of the aforesaid authorities, their officers and departments and carry on correspondence with them for sanction of the said Plans thereof and for issue of IOD/s and Commencement Certificate/s for and in respect of development of the Property or any part of portion thereof and the proposed construction of Project and / or building or buildings thereon and for occupation or part occupation certificates and to take necessary and incidental steps including making applications for water connection, electric supply, drainage and other incidental matters and works which are normally required to be carried out and/or done for becoming eligible for grant of building completion certificate/s.
- 14. To approach and represent before Bidhannagar Municipal Corporation, concerned Municipality, KMDA, BL & LRO, Town and Country Planning Department, ZilaParishad, concerned Panchayat and any Government and/or Semi Government Authorities including all revenue authorities like Collector Additional Collector including all revenue Authorities and all departments thereof City Survey Authorities, Town Planning Authorities under the Urban Land (Ceiling and



Regulation) Act 1976 or any other authorities appointed under the law for the time being in force for the purpose of all matters connected with the development of the Property and / or Project or any part or portion thereof inclusive of but not restricted for getting the plans and amendments and revisions passed for the proposed construction of the Project comprising of building or buildings on the Property and for the aforesaid purposes to sign all letters, applications, agreements, documents, court proceedings, affidavits and papers as may be necessary or required from time to time in this regard.

- 15. To pay fees, obtain sanctions and/or approvals/ consents and such other orders and/or permissions from the necessary authorities as may be expedient for sanction, modification and/or alteration of the existing Master Plan, building plan and also to receive and/or refund of the excess amount of fees (if any) paid for the purpose of sanction or modification and/or alteration of the building plans to any authority and/or authorities.
- 16. To make necessary applications or pursue and follow up all applications already made and/or to be hereafter made to the Competent Authority under the Urban Land (Ceiling and Regulations) Act 1976 including those for NOCs/permissions under Sections 8,9,10,20,21 or 22 and/or any other Sections of the said Act or the statutory amendments thereof and the guidelines, directives and notifications issued thereunder by the Appropriate Authorities and for obtaining the further or additional or consequential NOCs/permissions under the said Act, including extensions, revisions, modifications, amendments, clarifications, reviews and to make such other applications and take all necessary steps under the said Act.
- 17. To apply to the Bengal Police Authorities, and/or the Kolkata Police, Fire Brigade Department, PWD, West Bengal Pollution Control Board (WBPCB), and other competent authorities for Completion certificate and to obtain all sanctions, permissions, NOCs, clearances, consents, approvals for drainage sewerage water, tubewell, generator, lift, pollution control and environment clearances and to sign all necessary applications papers and documents in relation thereto.
- 18. To apply to the relevant officers and departments of the aforesaid authorities for certified copies of plan/s to obtain satisfaction of the areas, survey, measurements, demarcation of boundaries, area certificates, extracts etc and to make such applications or to write and execute such applications letters or documents as may be required by such authorities or any of them for any work regarding survey measurement demarcation of boundaries, areas, certificates extracts etc. of the Property or any part or portion thereof.
- 19. To negotiate and to execute and enter into any Agreement for sale or any other agreement for transfer in such manner as it deem fit and proper for including but not limited to sale, transfer, convey, assign lease, sub-lease, let out, gift etc., in respect of the Property or any part or portion thereof or any building or buildings comprised in Project proposed to be constructed thereat on such basis as the Attorney may desire or deem fit and to lodge the same for registration with the Sub Registrar, Additional District Sub-Registrar, District Sub Registrar, District Registrar, Additional Registrar of Assurances Kolkata, Registrar of Assurances, Kolkata and to receive consideration in respect thereof and to credit/deposit the same in such manner as it deem fit and proper at its sole and absolute discretion.
- 20. To execute the Deeds of Conveyances or such other deeds to sale, transfer, lease, sub lease, let out, gift and / or otherwise deal with in respect of the Developer's Allocation as per the terms of this Agreement and to lodge them for registration with the Sub Registrar, Additional District Sub-Registrar, District Sub Registrar, District



Registrar, Additional Registrar of Assurances - Kolkata, Registrar of Assurances, Kolkata and to receive, realise, collect and appropriate in such manner as it deem fit

and proper all moneys in respect thereof.

21. To file and prosecute or appear and defend any suit, writ petitions actions or legal proceedings in any Court of Law or before any quasi judicial authority tribunal or any other forum in any way concerning the Property and / or Project or any part or portion thereof and for the aforesaid purpose to appoint and engage Advocates Solicitors Counsels and to settle and pay their fees and to sign in our names and on our behalf all plaints, petitions, written statements, affidavits and applications, vakalatnamasete and to compromise such suits, writ petitions actions or legal proceedings upon such terms and conditions as our said Attorney may deem fit and proper and to abide by and observe perform and carry out all obligations under the suits and other Legal Proceedings and consent decrees orders pass thereunder.

22. To appoint Advocates, Solicitors and other legal advisors and experts to get the title to the Property or any part or portion thereof scrutinised and investigated and to invite from public claims (if any) to the Property or any part of portion thereof by publishing notices of intended development and by other modes, and to take steps to get the title to the Property or any part or portion thereof completed in favour of the Developer/ Purchasers or their respective nominee/s and (if required)for all the aforesaid purposes to get all and necessary deeds, documents assurances etc made

and executed by the concerned parties.

23. For us and on our behalf and in our name to accept service of any writ or summons or other legal process and to enter an appearance in the defense or oppose any action or other legal proceedings and to make any counter claim therein and to commence any action or other legal proceedings for such reliefs as the said Attorney or their advisers shall think necessary for the recovery or protection of the Property or any part or portion thereof and/or rights and to prosecute discontinue of compromise any such action or proceedings and to appeal against any judgment or decision of any Court or tribunal in any such action or proceedings.

24. To make and sign applications to the Appropriate Government Departments, Local Authorities or other Competent authorities for all and any licences, permissions and consents required as per Applicable Laws or otherwise in connection with the management and improvement of the Property including the recovery of compensation where such is recoverable with Power to give receipts and full

discharges thereof.

25. To ask demand sue for recovery and receive of and from all persons and bodies corporate for any claims or demands actions or rights or otherwise of or relating to or concerning with the said Property and/or the proposed development of the Project thereof howsoever with arising and whether past or present or future or against the Government of India or Government of West Bengal or Kolkata Municipal Corporation or concerned Municipality, or any other body or authority respectively and to commence, carry on and prosecute any motion suit writ petition or other proceedings whatsoever for recovering and compelling payment transfer or thereof respectively and for that purpose sign and execute all plaints, written statements, affidavits and applications and to engage Solicitors and Advocates and to settle and pay their fees.

26. To settle adjust compound submit to arbitration or compromise all actions suits accounts reckonings claims and demands whatsoever between ourselves and any person or persons whomsoever and in any way connected with the Property or the sale of the Property or any part thereof and/or in respect of the said proposed Project or



part thereof thereat in such manner and in all respects as the said ATTORNEY shall

think fit and proper.

27. To do and carry out all acts, deeds, matters and things as may be found necessary and expedient for the purpose of effective transfer and/or development of the Project on the Property or any part or portion thereof and for completion of transaction in respect of the Property and/or Project and / or any part or portion thereof in favour of the various Intending Buyers or their nominee and/or nominees of the Intending Buyers who has purchased or agreed to purchase a space in the proposed Project as the said Attorney may desire.

28. To sign, verify, affirm, file and submit all statements, affidavits, undertakings, plaints, petitions, and any other document or documents which may become necessary to be executed for the development and promotion of the Project on the Property or any part or portion thereof and represent before any Notary Public, Metropolitan Magistrate

or any other statutory authorities.

- 29. To apply to the Tahsildar, City Survey officer, and Country Planning Officer, Assessor and Municipal Authorities, BL&LRO, and all other public or private body or authority for the purpose of making necessary mutation entries in respect of the Property or any part or portion thereof including the proposed building/s and to transfer and mutate the Property or any part or portion thereof in favour of the various Intending Buyers of the space in the proposed Project or their nominee or nominees as the said Attorney may desire and for that purpose to make all correspondence including making any application petition representation and prefer an appeal reference review in that behalf as the said Attorney may deem fit and proper or if so desired.
- 30. The Attorney shall be entitled and is hereby authorised to create a charge or mortgage in respect of the Property by depositing the original title deeds and also to sign and execute Memorandum, agreements and such other documents as may be necessary for evidencing creation or mortgage;
- 31. To commence carryout and complete and/or cause to be commenced carried out and completed the proposed construction work on the Property or any part or portion thereof in accordance with the sanctioned plans or as the same be got modified changed or altered by the said Attorney and so far as any proposed construction work is concerned to see that all Applicable Laws are observed and for that purpose/s to do all acts and deeds and things as the said Attorney may desire or deem fit.
- 32. To appoint substitute or substitutes with all or any of the powerscontained herein with similar power to delegate and to revoke such appointment and reappointment any other person if the said Attorney so desire without reference or recourse to us.
- 33. AND GENERALLY to do all such other acts deeds matters and things relating to or concerning the said Property and/or the Project or any part or portion thereof concerning the authority granted herein in respect of the Property which the Owner could itself have lawfully done under its own hand and seal if personally present AND ALL and whatsoever our said Attorney shall lawfully do or cause to be done in or about the Property or any part or portion thereof the Owner do hereby for ourselves and our respective successors allow ratify and confirm and the same shall be binding upon us to the same extent and in the same manner as if the same are done by the Owner and personally present.

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The Sixth Schedule above referred to

("Title Devolution")

WHEREAS One Upendranath Ghosh, son of Akshay Kumar Ghosh, was the R.S. recorded owner of the free hold Danga and Bagan land admeasuring about 98 Satak out of which 26 Satak out of 26 Satak comprised in R.S. and L.R. Dag No. 3653 corresponding to C.S. Dag No. 5424, 48 Satak out of 48 Satak comprised in R.S. and L.R. Dag No. 3654 corresponding to C.S. Dag No.5425, under R.S. Khatian No. 1747, and 24 Satak out of 24 Satak comprised in R.S. and L.R. Dag No. 3656 corresponding to C.S. Dag No.5427 under R.S. Khatian No. 2258, situated at Mouza – Gopalpur, J.L. No. 2, under P.S. Airport (formerly Rajarhat), in the district of North 24 Parganas, West Bengal and was well enjoying the same and well entitled to transfer the same to any one in anyway.

AND WHEREAS said Upendranath Ghosh sold and /or transferred the freehold Danga land admeasuring about 50 Satak (Decimal) out of which 26 Satak out of 26 Satak comprised in R.S. and L.R. Dag No. 3653 corresponding to C.S. Dag No. 5424, and the freehold Danga land admeasuring about 24 Satak out of 24 Satak comprised in R.S. and L.R. Dag No. 3656 corresponding to C.S. Dag No.5427, lying and situated at Mouza — Gopalpur, J.L. No. 2, under P.S. Rajarhat, within the limit of Anchal Panchayet, within the jurisdiction of District Sub-registrar (D.S.R.) Cossipore, Dumdum, in the district of North 24 Parganas, West Bengal, by virtue of a registered Sale deed dated 25/01/1958 Being No. 0449, copied in Book 1,volume No.15, page 147 to 150 for the year 1958 and registered in the office of the SR. Cossipore, North 24 Parganas to (1) Rostam Mondal alias Sekh Rostam Mondal, son of Late Osman Mandal, (2) Kasem Mondal alias Kasem Ali Mondal, son of Late Osman Mandal, (3) Sukur Ali Mondal, son of Late Sahaman Mandal, and (4) Ajgar Ali Mondal alias Sk Asgar Ali Alias Asgar Ali Mondal Alias Ajrar Gani Mondal, son of Late Sahaman Mandal, and accordingly they became the owner of the abovesaid land and were well enjoying the same and well entitled to transfer the same to anyone in any way.

[Note: Deed No. 0449, for the year 1958 and registered in the office of the SR, Cossipore, North 24 Parganas is not available with us.]

AND WHEREAS said (1) Rostam Mondal alias Sekh Rostam Mondal, (2) Kasem Mondal alias Kasem Ali Mondal, (3) Sukur Ali Mondal, and (4) Ajgar Ali Mondal alias Sk Asgar Ali Alias Asgar Ali Mondal Alias Ajrar Gani Mondal, sold and /or transferred the above said freehold Danga land admeasuring about 50 Satak (Decimal) out of which 26 Satak out of 26 Satak comprised in R.S. and L.R. Dag No. 3653 corresponding to C.S. Dag No. 5424, under R.S. Khatian No. 1428, and the freehold Danga land admeasuring about 24 Satak out of 24 Satak comprised in R.S. and L.R. Dag No. 3656 corresponding to C.S. Dag No.5427 under R.S. Khatian No. 2258, lying and situated at Mouza - Gopalpur, J.L. No. 2, under P.S. Rajarhat, within the limit of Anchal Panchayet, within the jurisdiction of District Subregistrar (D.S.R.) Cossipore, Dumdum, in the district of North 24 Parganas, West Bengal, by virtue of two registered Sale deed (1) dated 18/01/1982 Being No. 5723, copied in Book 1,volume No.279, page 1 to 18 for the year 1982 and registered in the office of the SR, Cossipore, North 24 Parganas and (2) dated 19/01/1982 Being No. 5816, copied in Book 1,volume No.284, page 47 to 64 for the year 1982 and registered in the office of the SR, Cossipore, North 24 Parganas to Ober Structures (India) Pvt. Ltd. and accordingly they became the owner of the abovesaid land and thereafter mutated its name in the L.R. record under L.R. Khatian no. 10267 and also mutated its name in the Rajarhat Gopalpur Municipal



Record under Holding no. RGM-5/5, Ward no. 2 and was well enjoying the same and well entitled to transfer the same to anyone in any way.

AND WHEREAS said Upendranath Ghosh sold and /or transferred the above said freehold undivided Danga land admeasuring about 48 Satak out of 48 Satak comprised in R.S. and L.R. Dag No. 3654 corresponding to C.S. Dag No.5425, under R.S. Khatian No. 1759 and 1745, lying and situated at Mouza – Gopalpur, J.L. No. 2, under P.S. Rajarhat, within the limit of Anchal Panchayet, within the jurisdiction of District Sub-registrar (D.S.R.) Cossipore, Dumdum, in the district of North 24 Parganas, West Bengal, by virtue of a registered Sale deed dated 25/01/1958 Being No. 0450, copied in Book 1, volume No.14, page 164 to 166 for the year 1958 and registered in the office of the SR, Cossipore, North 24 Parganas to (1) Rostam Mondal alias Sekh Rostam Mondal, (2) Kasem Mondal alias Kasem Ali Mondal, (3) Sukur Ali Mondal, and (4) Ajgar Ali Mondal alias Sk Asgar Ali Alias Asgar Ali Mondal Alias Ajrar Gani Mondal, and accordingly they became the owner of the abovesaid land and were well enjoying the same and well entitled to transfer the same to anyone in any way.

AND WHEREAS said (1) Rostam Mondal alias Sekh Rostam Mondal, (2) Kasem Mondal alias Kasem Ali Mondal, (3) Sukur Ali Mondal, and (4) Ajgar Ali Mondal alias Sk Asgar Ali Alias Asgar Ali Mondal Alias Ajrar Gani Mondal, sold and /or transferred the above said freehold undivided Danga land admeasuring about 42 Satak out of 48 Satak comprised in R.S. and L.R. Dag No. 3654 corresponding to C.S. Dag No. 5425, under R.S. Khatian No.1759, lying and situated at Mouza - Gopalpur, J.L. No. 2, under P.S. Rajarhat, within the limit of Anchal Panchayet, within the jurisdiction of District Sub-registrar (D.S.R.) Cossipore, Dumdum, in the district of North 24 Parganas, West Bengal, by virtue of two registered Sale deed (1) dated 15/06/1982 Being No. 5632, copied in Book 1, volume No.270, page 249 to 266 for the year 1982 and registered in the office of the SR, Cossipore, North 24 Parganas and (2) dated 16/06/1982 Being No. 5636, copied in Book 1,volume No.275, page 97 to 114 for the year 1982 and registered in the office of the SR, Cossipore, North 24 Parganas to Ober Construction Enterprises Pvt. Ltd. and accordingly they became the owner of the abovesaid land and thereafter mutated its name in the L.R. record under L.R. Khatian no. 647/1 and also mutated its name in the Rajarhat Gopalpur Municipal Record under Holding no. RGM- 5/4, Ward no. 2 and was well enjoying the same and well entitled to transfer the same to anyone in any way.

AND WHEREAS said Ober Structures (India) Pvt. Ltd. and Ober Construction Enterprises Pvt. Ltd., became the joint owners of the free hold Bastu and Bagan land admeasuring about 92 Satak out of which 26 Satak out of 26 Satak comprised in R.S. and L.R. Dag No. 3653 corresponding to C.S. Dag No. 5424, 42 Satak out of 48 Satak comprised in R.S. and L.R. Dag No. 3654 corresponding to C.S. Dag No.5425, and 24 Satak out of 24 Satak comprised in R.S. and L.R. Dag No. 3656 corresponding to C.S. Dag No.5427, lying and situated at Mouza — Gopalpur. J.L. No. 2, under P.S. Rajarhat, comprised in Holding no. RGM- 5/4 and RGM-5/5, under Ward no. 2, within the limit of Rajarhat Gopalpur Municipality (Now Bidhannagar Municipal Corporation), within the jurisdiction of District Sub-registrar, Bidhannagar, in the district of North 24 Parganas, West Bengal, (Herein after referred to as "the Said Land") and thereafter entered into a registered Development Agreement dated 16/05/2013 Being no. 01645, copied in Book no. I, Volume No. 5, Pages 1407 to 1425, for the year 2013 and registered in the office of the ADSR, Bidhannagar, North 24 Parganas with one M/S ChitraHill Realty, a Partnership Firm, having its place of business 4, Chowringee, Dimond Chember, Kolkata 700016, with



the intention to develop the Said Land by constructing new multistoried building on the Said Land, as per the terms and conditions as mentioned in the Development Agreement along with a registered Development Power of Attorney dated 16/05/2013, Being no. 1646, copied in Book no. I, Volume No. 5, Pages 1428 to 1437, for the year 2013 and registered in the office of the ADSR, Bidhannagar, North 24 Parganas And thereafter by mutual consent a Deed of Cancellation dated 23/03/2015 Being no. 0718, copied in Book no. I, Volume No. 1, Pages 17057 to 17064, for the year 2015 and registered in the office of the ADSR, Bidhannagar, North 24 Parganas was executed for the purpose of cancelling the development rights and liabilities as mentioned in the Development Agreement.

AND WHEREAS said Ober Structures (India) Pvt. Ltd. subsequently sold and /or transferred the above said freehold Bagan land admeasuring about 50 Satak (Decimal) out of which 26 Satak out of 26 Satak comprised in R.S. and L.R. Dag No. 3653 corresponding to C.S. Dag No. 5424, under L.R. Khatian No. 10267, and the freehold land admeasuring about 24 Satak out of 24 Satak comprised in R.S. and L.R. Dag No. 3656 corresponding to C.S. Dag No.5427 under L.R. Khatian No. 10267, lying and situated at Mouza - Gopalpur, J.L. No. 2, under P.S. Airport (formerly Rajarhat), within the local limits of Holding no. RGM-5/5, Berabari (East), Block M, Ward no. 2, Under Rajarhat- Gopalpur Municipality (Now Bidhannagar Municipal Corporation), within the jurisdiction of Additional District Subregistrar (A.D.S.R.) Rajarhat, in the district of North 24 Parganas, West Bengal, by virtue of a registered Sale deed dated 24/03/2015 Being No. 775, copied in Book 1, volume No.2, page 1167 to 1193 for the year 2015 and registered in the office of the ADSR, Bidhannagar, North 24 Parganas to (1) BRGD Promoters Private Limited, (2) Rover Dealcom Private Limited, (3) Hrishikesh Vanijya Private Limited, (4) Reliable Goods Private Limited, (5) Mountview Dealmark Private Limited, (6) Green View Dealmark Private Limited (7) MKHS Properties LLP, (8) MKHS Awasan LLP, (9) MKHS Estates LLP, (10) Golden Tracom Private Limited and accordingly they became the joint owners of the abovesaid land in the proportion as mentioned in the said deed and thereafter mutated their names in the recent records of rights under L.R. Khatian nos. 10758, 12236, 12237, 12238, 12239, 12240, 12241, 12242, 12243, 12244 and were well enjoying the same and well entitled to transfer the same to anyone in any way.

AND WHEREAS said Ober Construction Enterprises Pvt. Ltd. sold and /or transferred the above said freehold undivided Bastu land admeasuring about 42 Satak out of 48 Satak comprised in R.S. and L.R. Dag No. 3654 corresponding to C.S. Dag No. 5425, under L.R. Khatian No.647/1, lying and situated at Mouza - Gopalpur, J.L. No. 2, under P.S. Airport (formerly Rajarhat), comprised in Holding no. RGM-5/4, Berabari (East), Block M, under Ward no. 2, under Rajarhat- Gopalpur Municipality (Now Bidhannagar Municipal Corporation), within the jurisdiction of Additional District Sub-registrar (A.D.S.R.) Rajarhat, in the district of North 24 Parganas, West Bengal, by virtue of a registered Sale deed dated 24/03/2015 Being No. 774, copied in Book 1, volume No.2, page 1142 to 1166 for the year 2015 and registered in the office of the ADSR, Bidhannagar, North 24 Parganas to (1) BRGD Promoters Private Limited, (2) Rover Dealcom Private Limited, (3) Hrishikesh Vanijya Private Limited, (4) Reliable Goods Private Limited, (5) Mountview Dealmark Private Limited, (6) Green View Dealmark Private Limited (7) MKHS Properties LLP, (8) MKHS Awasan LLP, (9) MKHS Estates LLP, (10) Golden Tracom Private Limited and accordingly they became the joint owners of the abovesaid land in the proportion as mentioned in the said deed and thereafter mutated its name in the recent records of rights under L.R. Khatian no. 10758, 12236, 12237, 12238, 12239, 12240, 12241, 12242, 12243,



12244 and were well enjoying the same and well entitled to transfer the same to anyone in any way.

AND WHEREAS said Rostam Mondal alias Sekh Rostam Mondal died intestate leaving behind his wife namely (1) Mahamuda Bibi, and three sons namely (2) Sekh Nur Alam alias Noor Alam, (3) Sekh Kutubuddin, (4) Sekh Jalaluddin and one daughter namely (5) Sajeda Bibi alias Sajed Bibi, wife of Ali Hafiz, as his legal heirs and accordingly they became the joint owners of the 1/4th share of the Rostam Mondal in the remaining 6 Satak (Decimal) i.e. 1.50 Satak (Decimal) freehold undivided property left by Rostam Mondal as per the Muslim law of inheritance and were well enjoying the same and well entitled to transfer the same to anyone in anyway.

AND WHEREAS said Kasem Mondal alias Kasem Ali Mondal died intestate leaving behind his wife namely (1) Ayesa Bibi, and four sons namely (2) Sekh Sahabuddin, (3) Sekh Fariuddin alias Fariuddin Mondal, (4) Sekh Nijamuddin Mondal alias Sekh Nijamuddin Molla (5) Sekh Safiuddin Alias Sekh Safiuddin Mondal and one daughter namely (6) Khadija Bibi alias Khadija Bibi Gazi, wife of Nur Islam Gazi, as his legal heirs and accordingly they became the joint owners of the 1/4th share of the Kasem Mondal in the remaining 6 Satak (Decimal) i.e. 1.50 Satak (Decimal) as per the Muslim law of inheritance and were well enjoying the same and well entitled to transfer the same to anyone in anyway.

AND WHEREAS said (1) Mahamuda Bibi, (2) Sekh Nur Alam alias Noor Alam, (3) Sekh Kutubuddin, (4) Sekh Jalaluddin (5) Sajeda Bibi alias Sajed Bibi, (6) Ayesa Bibi, (7) Sekh Sahabuddin, (8) Sekh Fariuddin alias Fariuddin Mondal, (9) Sekh Nijamuddin Mondal alias Sekh Nijamuddin Molla (10) Sekh Safiuddin Alias Sekh Safiuddin Mondal (11) Khadija Bibi alias Khadija Bibi Gazi, (12) Ajgar Ali Mondal alias Sk Asgar Ali Alias Asgar Ali Mondal Alias Ajrar Gani Mondal sold and /or transferred the above said freehold undivided Bastu land admeasuring about 4.50 Satak out of 48 Satak comprised in R.S. and L.R. Dag No. 3654 corresponding to C.S. Dag No. 5425, under L.R. Khatian No. 203, 709 and 2529, lying and situated at Mouza - Gopalpur, J.L. No. 2, under P.S. Airport (formerly Rajarhat), under Ward no. 2, of Rajarhat- Gopalpur Municipality(Now Bidhannagar Municipal Corporation), within the jurisdiction of Additional District Sub-registrar (A.D.S.R.) Rajarhat, in the district of North 24 Parganas, West Bengal, by virtue of a registered Sale deed dated 03/12/2013 Being No. 15253, copied in Book 1, volume No.55, page 156 to 194 for the year 2013 and registered in the office of the DSR-II. North 24 Parganas to Golden Tracom Private Limited and accordingly they became the owner of the abovesaid land and thereafter mutated its name in the recent records of rights under L.R. Khatian no. 10758 and well enjoying the same and well entitled to transfer the same to anyone in any way.

AND WHEREAS said Sukur Ali Mondal died intestate leaving behind his wife namely (1) Sahidon Sekh, and five sons namely (2) Sekh Alibuddin, (3) Sekh Aptabuddin, (4) Sekh Safiuddin (5) Sekh Sirajuddin (6) Sekh Mafijuddin, as his legal heirs and accordingly they became the joint owners of the 1/4th share of the Sukur Ali Mondal in the remaining 6 Satak (Decimal) i.e. 1.50 Satak (Decimal) as per the Muslim law of inheritance and were well enjoying the same and well entitled to transfer the same to anyone in anyway.

AND WHEREAS said (1) Sahidon Sekh, (2) Sekh Alibuddin, (3) Sekh Aptabuddin, (4) Sekh Safiuddin (5) Sekh Sirajuddin (6) Sekh Mafijuddin, sold and /or transferred the above said freehold undivided Bastu land admeasuring about 1.50 Satak out of 48 Satak comprised in R.S. and L.R. Dag No. 3654 corresponding to C.S. Dag No. 5425, under L.R. Khatian No.



2967, lying and situated at Mouza - Gopalpur, J.L. No. 2, under P.S. Airport (formerly Rajarhat), under Ward no. 2, of Rajarhat- Gopalpur Municipality (Now Bidhannagar Municipal Corporation), within the jurisdiction of Additional District Sub-registrar (A.D.S.R.) Rajarhat, in the district of North 24 Parganas, West Bengal, by virtue of a registered Sale deed dated 03/12/2013 Being No. 15310, copied in Book 1, volume No.55, page 1028 to 1055 for the year 2013 and registered in the office of the DSR-II, North 24 Parganas to Golden Tracom Private Limited and accordingly they became the owner of the abovesaid land and thereafter mutated its name in the recent records of rights under L.R. Khatian no. 10758 and well enjoying the same and well entitled to transfer the same to anyone in any way.

AND WHEREAS by virtue of the above said purchases the following owners became the owner of the following land under P.S. Airport (formerly Rajarhat), under Ward no. 2, of Rajarhat- Gopalpur Municipality (Now Bidhannagar Municipal Corporation), within the jurisdiction of Additional District Sub-registrar (A.D.S.R.) Rajarhat, in the district of North 24 Parganas, West Bengal:

Sl. No.	Name of the Owner	Mouza and J.L. No.	R.S. & L.R. Dag No.	L.R. Khatian No.	Area of Land (In Decimal)
1.	BRGD Promoters Private Limited	Gopalpur - 2	3653 3654 3656	12237	2.777 4.555 2.555
2.	Rover Dealcom Private Limited	Gopalpur - 2	3653 3654 3656	12238	2.777 4.555 2.555
3.	Hrishikesh Vanijya Private Limited	Gopalpur – 2	3653 3654 3656	12239	2.777 4.555 2.555
4.	Reliable Goods Private Limited	Gopalpur – 2	3653 3654 3656	12240	2.777 4.555 2.555
5.	Greenview Dealmark Private Limited	Gopalpur – 2	3653 3654 3656	12241	2.777 4.555 2.555
6.	Mountview Dealmark Private Limited	Gopalpur – 2	3653 3654 3656	12236	2.777 4.555 2.555
7.	MKHS Properties	Gopalpur – 2	3653 3654 3656	12242	2.777 4.555 2.555
8.	MKHS Awasan LLP	Gopalpur – 2	3653	12243	2.777



			3654 3656		4.555 2.555
9.	MKHS Estates LLP	Gopalpur – 2	3653 3654 3656	12244	2.777 4.555 2.555
10	Golden Tracom Private Limited	Gopalpur - 2	3653 3654 3656	10758	1.007 6.005 1.005
-	Grand Total				98.00

AND WHEREAS name of the Rover Dealcom Private Limited has been changed to Kalki Commodeal Private Limited vide change of name approved by Registrar of Companies, Kolkata vide their change of name certificate dated- 13th May 2016;

ANDWHEREAS Mountview Dealmark Private Limited and Greenview Dealmark Private Limited has merged with Vishesh Marketing Private Limited under a scheme of amalgamation approved by Hon'ble High Court of Calcutta, dated- 09th August, 2018 and the said order is duly approved by the Regional Director (ER) with confirmation order dated 9th August 2018 vide letter No. RD/T//27500/S-233/18/6244.

ANDWHEREAS by virtue of the aforesaid, the following are the present owners of the following land under P.S. Airport (formerly Rajarhat), under Ward no. 2, of Rajarhat-Gopalpur Municipality (Now Bidhannagar Municipal Corporation), within the jurisdiction of Additional District Sub-registrar (A.D.S.R.) Rajarhat, in the district of North 24 Parganas, West Bengal:

Sl. No.	Name of the Owner	Mouza and J.L. No.	R.S. & L.R. Dag No.	L.R. Khatian No.	Area of Land (In Decimal)
1.	BRGD Promoters Private Limited	Gopalpur - 2	3653 3654 3656	12237	2.777 4.555 2.555
2.	Kalki Commodeal Private Limited (Previously Rover Dealcom Private Limited)	Gopalpur - 2	3653 3654 3656	12238	2.777 4.555 2.555
3.	Hrishikesh Vanijya Private Limited	Gopalpur – 2	3653 3654 3656	12239	2.777 4.555 2.555
4.	Reliable Goods Private Limited	Gopalpur – 2	3653 3654 3656	12240	2.777 4.555 2.555



5.	Vishesh Marketing	Gopalpur – 2	3653	12241 and	5.554
	Private Limited	G. Jan Jan G	3654	12236	9.110
	7 ATTAIC SAME		3656		5.110
5.	MKHS Properties	Gopalpur – 2	3653	12242	2.777
	LLP		3654		4.555
	Lite		3656		2.555
7.	MKHS Awasan LLP	Gopalpur – 2	3653	12243	2,777
	milito i madai ina		3654		4.555
			3656		2.555
8.	MKHS Estates LLP	Gopalpur – 2	3653	12244	2.777
	Acceptable speciment score		3654		4.555
			3656		2.555
9.	Golden Tracom	Gopalpur - 2	3653	10758	1.007
**	Private Limited		3654		6.005
	A MONATA STREET		3656		1.005
	Grand Total			_	98.00

The Seventh Schedule above referred to

("Title Deeds")

Details of the Title Documents of the Owners are as follows:

- Copy of Original Sale deed dated 25/01/1958 Being No. 0449, copied in Book 1,volume No.15, page 147 to 150 for the year 1958 and registered in the office of the SR, Cossipore, North 24 Parganas.
- Copy of Original Sale deed dated 25/01/1958 Being No. 0450, copied in Book 1,volume No.14, page 164 to 166 for the year 1958 and registered in the office of the SR, Cossipore, North 24 Parganas.
- Copy of Original Sale deeddated 18/01/1982 Being No. 5723, copied in Book 1, volume No.279, page 1 to 18 for the year 1982 and registered in the office of the SR, Cossipore, North 24 Parganas.
- Copy of Original Sale deeddated 19/01/1982 Being No. 5816, copied in Book 1, volume No.284, page 47 to 64 for the year 1982 and registered in the office of the SR, Cossipore, North 24 Parganas.
- Copy of Original Sale deed dated 15/06/1982 Being No. 5632, copied in Book 1,volume No.270, page 249 to 266 for the year 1982 and registered in the office of the SR, Cossipore, North 24 Parganas.
- Copy of Original Sale deed dated 16/06/1982 Being No. 5636, copied in Book 1,volume No.275, page 97 to 114 for the year 1982 and registered in the office of the SR, Cossipore, North 24 Pargana.



- Copy of Original Sale deed dated 03/12/2013 Being No. 15253, copied in Book 1, volume No.55, page 156 to 194 for the year 2013 and registered in the office of the DSR-II, North 24 Parganas.
- Copy of Original Sale deed dated 03/12/2013 Being No. 15310, copied in Book 1, volume No.55, page 1028 to 1055 for the year 2013 and registered in the office of the DSR-II, North 24 Parganas.
- Copy of Original Development Agreement dated 16/05/2013 Being no. 01645, copied in Book no. I, Volume No. 5, Pages 1407 to 1425, for the year 2013 and registered in the office of the ADSR, Bidhannagar, North 24 Parganas in favour of M/S ChitraHill Realty.
- Copy of Original Deed of Cancellation dated 23/03/2015 Being no. 0718, copied in Book no. I, Volume No. 1, Pages 17057 to 17064, for the year 2015 and registered in the office of the ADSR, Bidhannagar, North 24 Parganas.
- Copy of Original Sale deed dated 24/03/2015 Being No. 775, copied in Book 1, volume No.2, page 1167 to 1193 for the year 2015 and registered in the office of the ADSR, Bidhannagar, North 24 Parganas.
- Copy of Original Sale deed dated 24/03/2015 Being No. 774, copied in Book 1, volume No.2, page 1142 to 1166 for the year 2015 and registered in the office of the ADSR, Bidhannagar, North 24 Parganas.
- Updated L.R. Parcha under L.R. Khatian No. 12237 in the name of BRGD Promoters Private Limited.
- Updated L.R. Parcha under L.R. Khatian No. 12238 in the name of Rover Dealcom Private Limited.
- Updated L.R. Parcha under L.R. Khatian No. 12239 in the name of Hrishikesh Vanijya Private Limited.
- Updated L.R. Parcha under L.R. Khatian No. 12240 in the name of Reliable Goods Private Limited.
- Updated L.R. Parcha under L.R. Khatian No. 12242 in the name of MKHS Properties
- Updated L.R. Parcha under L.R. Khatian No. 12243 in the name of MKHS Awasan LLP
- 19. Updated L.R. Parcha under L.R. Khatian No. 12244 in the name of MKHS Estates LLP
- Updated L.R. Parcha under L.R. Khatian No.10758 in the name of Golden Tracom Private Limited.
- Updated L.R. Parcha under L.R. Khatian No. 12241 in the name of Greenview Dealmark Private Limited.
- Updated L.R. Parcha under L.R. Khatian No. 12236 in the name of Mountview Dealmark Private Limited.
- Original Conversion Certificate in the name of Rover Dealcom Private Limited with regard to R.S. and L.R. Dag No. 3653 and 3656 vide Memo no. CON/1187/ BLLRO/Raj/ 17, Dated 15/11/2017 issued by the office of the B.L. &L.R.O. Rajarhat. North 24 Parganas.
- Original Conversion Certificate in the name of Hrishikesh Vanijya Private Limited with regard to R.S. and L.R. Dag No. 3653 and 3656 vide Memo no. CON/1186/ BLLRO/Raj/ 17, Dated 15/11/2017 issued by the office of the B.L. &L.R.O, Rajarhat, North 24 Parganas.



- Original Conversion Certificate in the name of Reliable Goods Private Limited with regard to R.S. and L.R. Dag No. 3653 and 3656 vide Memo no. CON/1188/ BLLRO/Raj/ 17, Dated 15/11/2017 issued by the office of the B.L. &L.R.O, Rajarhat, North 24 Parganas.
- Original Conversion Certificate in the name of MKHS Estates LLP with regard to R.S. and L.R. Dag No. 3653 and 3656 vide Memo no. 228/ BLLRO/RHT/ 18, Dated 02/02/2018 issued by the office of the B.L. &L.R.O, Rajarhat, North 24 Parganas.
- Original Conversion Certificate in the name of Golden Tracom Private Limited with regard to R.S. and L.R. Dag No. 3653 and 3656 vide Memo no. CON/1189/ BLLRO/Raj/ 17, Dated 15/11/2017 issued by the office of the B.L. &L.R.O, Rajarhat, North 24 Parganas.
- Original Conversion Certificate in the name of Greenview Dealmark Private Limited with regard to R.S. and L.R. Dag No. 3653 and 3656 vide Memo no. 229/ BLLRO/RHT/ 18, Dated 02/02/2018 issued by the office of the B.L. &L.R.O. Rajarhat, North 24 Parganas.
- Original Conversion Certificate in the name of Mountview Dealmark Private Limited with regard to R.S. and L.R. Dag No. 3653 and 3656 vide Memo no. CON/1185/ BLLRO/Raj/ 17, Dated 15/11/2017 issued by the office of the B.L. &L.R.O, Rajarhat, North 24 Parganas.
- 30. Original copy of Last Paid Khajna Receipt paid by BRGD Promoters Private Limited, Rover Dealcom Private Limited, Hrishikesh Vanijya Private Limited, Reliable Goods Private Limited, MKHS Properties LLP, MKHS Awasan LLP, MKHS Estates LLP, Golden Tracom Private Limited, Greenview Dealmark Private Limited & Mountview Dealmark Private Limited.
- Original Mutation Certificate in the name of Ober Construction Enterprises Pvt. Ltd. issued by Rajarhat Gopalpur Municipality.
- Original Mutation Certificate in the name of Ober Structures (India) Pvt. Ltd. issued by Rajarhat Gopalpur Municipality.
- Original copy of Last Paid tax receipt paid by Ober Construction Enterprises Pvt. Ltd. and Ober Structures (India) Pvt. Ltd.

Witness:In Witness Whereof each of the Parties hereto have set and subscribed their respective hands and seals on the day and the year first hereinbefore written.

Signed and executed for and on behalf of Developer:	SHIVALAY-INGENIUM PROPERTIES LLP Corporation Partner Shivalay-Ingenium Properties LLP
Signed and executed for and on behalf of Owners:	BRGD FROMOTERS PVT LTD Rojew Konsto
	BRGD Promoters Private Limited

ROJEN Konodia

Rojen Konodia

Authorised Signature

Kalki Commodeal Private Limited

For BRISHIKESH VANLIYA PVT. LTD. Rejeer Kanodia

Hrishikesh Vanijya Private Limited

BRUARLE GOODS PAIVATE LIMITED

Rojeer Konodis

Reliable Goods Private Limited

VISHESH MARKETING PVT. LTD

Rajea Kanadia

Vishesh Marketing Private Limited

For MKHS PROPERTIES LLP

Silver - Silver .

Designated Partner

MKHS Properties LLP

For MKHS AWASAN LLP.

Gribal - Giberia .

Authorised Signatory

MKHS Awasan LLP

4

MKHS ESTATES LLP

Besignated Particul

MKHS Estates LLP

Golden Tracom Pvt. Ltd.

1

Director

Golden Tracom Private Limited

Witnesses:

- 1. NIKITE JENEWELL
 63 Radha Bazan StreetWel-01
- 2. Adesh Kumar Mahato 510 Brij Schan Mahato 63, Radha Bazar st Kol- 01

Drafted by:

Olafon Gargung

ARS LEGAL

Advocates & Attorneys

X. 15th Floor, PS Srijen Corporate Park,

Block GP, Tower I, Plot G-2, Salt Lake City,

Sector-V, Koelkate-700091

Phone: +91 33 40443820/40051809

Email: Roskata@arasisgal.com

Evrollment No-F/890/2014

Alifone Count:

Memo of Receipt

Received from the Developer a sum of Rs.1,15,00,000/- (Rupees One Crore Fifteen Lacs only)as refundable Security Deposit in terms of the Agreement, executed between the said Parties as follows:-

By Cheque No.000209, dated- 03.12.2020, drawn on Kotak Mahindra Bank Limited ,Sarat Bose Road Branch, in favour of BRGD Promoters Private Limited	Rs.11,60,209/-
By Cheque No.000211, dated- 03.12.2020, drawn on Kotak Mahindra Bank Limited ,Sarat Bose Road Branch, in favour of Kalki Commodeal Private Limited	Rs.11,60,209/-
By Cheque No.000212, dated- 03.12.2020, drawn on Kotak Mahindra Bank Limited ,Sarat Bose Road Branch, in favour of Hrishikesh Vanijya Private Limited	Rs.11,60,209/-
By Cheque No.000225, dated- 03.12.2020, drawn on Kotak Mahindra Bank Limited ,Sarat Bose Road Branch, in favour of Reliable Goods Private Limited	Rs.11,60,209/-
By Cheque No.000224, dated- 03.12.2020,, drawn on Kotak Mahindra Bank Limited ,Sarat Bose Road Branch, in favour of Vishesh Marketing Private Limited	Rs.11,00,000/-
By Cheque No.000215, dated- 03.12.2020, drawn on Kotak Mahindra Bank Limited ,Sarat Bose Road Branch, in favour of Vishesh Marketing Private Limited	Rs.12,20,418/-
By Cheque No.000216, dated- 03.12.2020, drawn on Kotak Mahindra Bank Limited ,Sarat Bose Road Branch, in favour of MKHS Properties LLP	Rs.11,60,209/-
By Cheque No.000217, dated- 03.12.2020, drawn on Kotak Mahindra Bank Limited ,Sarat Bose Road Branch, in favour of MKHS Awasan LLP	Rs.11,60,209/-
By Cheque No.000218, dated-03.12.2020, drawn on Kotak Mahindra Bank Limited ,Sarat Bose Road Branch, in favour of MKHS Estates LLP	Rs.11,60,210/-

By Cheque No.000219, dated- 03.12.2020, drawn on Kotak Mahindra Bank Limited ,Sarat Bose Road Branch, in favour of Golden Tracom Private Limited	Rs.10,58,118/-
Total	Rs.1,15,00,000/-

(Rupees One Crore Fifteen Lacs only)

Signed and executed for and on behalf of Owners:	Roginal Konses
	BRGD Promoters Private Limited **ALIG COMMODEAL PRIVATE LIMITED Refeer Konodia Authorised Signatory
	Kalki Commodeal Private Limited
	For HRISHIKESH VANLIYA PUT. LTD.
	Hrishikesh Vanijya Private Limited
	Reliable Goods Private Limited
	Royan Kanadis
	Vishesh Marketing Private Limited

For MKHS PROPERTIES LLP

Silvering

Designated Partner

MKHS Properties LLP

For MKHS AWASAN LLP.

Selber Same.

Authorised Signatory

MKHS Awasan LLP

MKHS ESTATES LLP School Siberia .

MKHS Estates LLP

Goldon Tracom Pvt. Ltd.

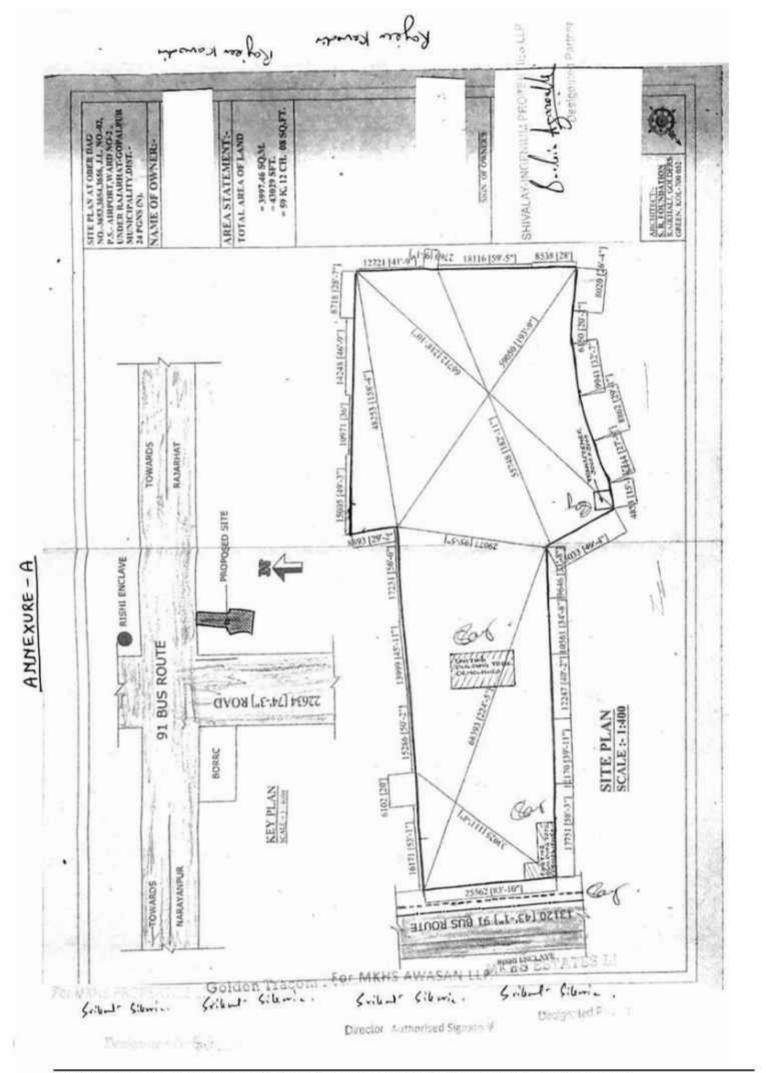
Director

Golden Tracom Private Limited

Witnesses:

- 1. NIKITA JERISEN AL B3 Redha Bazon Streetcel- 01
- 2. Adesh Kumar Mahato Slo Brij Sahan Mahato 63, Radha Bazar st

56



SPECIMEN FORM FOR TEN FINGERPRINTS

					2		
Photo	-	1.00	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Rajou Kanadis	Left Har.J	0	9	0	0	9
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9	Key.	Right Hand	0	0	0	0	0
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- To		Left Hand	555				many
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8	Januar Ch	Hand	0	0			
45			Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	13	Right Hand		0			Cade Finger
i i			Little Finance I	Dies Flance	ACAD ED	497	100
Photo		Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
				le le			
			Thumb	Fore Finger	Middle Finger	Ring Finger +	Little Finger
		Right Hand			- The second	rung runger	Lime ringer



Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - II NORTH 24-PARGANAS, District Name :North 24-Parganas
Signature / LTI Sheet of Query No/Year 15022001527240/2020

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with
1	Mr Sachin Agarwalia P.O:- Bidhannagar, P.S:- Bidhannagar, District:- North 24-Parganas, West Bengal, India, PIN - 700091	Represent ative of Developer [SHIVALA Y INGENIU M PROPER TIES LLP			Seelin Sporally
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with
2		Represent ative of Land Lord [MKHS PROPER TIES LLP] ,[MKHS AWASAN LLP] ,[MKHS ESTATES LLP] [GOLDEN TRACOM PRIVATE LIMITED]			Sikel Sikmin.

Query No:-15022001527240/2020, 07/12/2020 12:59:39 PM D.S.R

SI No.	Walking and a state of the stat	ant Category	Photo		Finger Print	Signature with date
3	Mr Rajeev Kumar Kanodia P.O:- Manicktala, P.S:- Manicktalla, District:- North 24-Parganas, West Bengal, India, P - 700054	Represent ative of Land Lord [BRGD PROMOT IN ERS PRIVATE LIMITED] [KALKI COMMOD EAL PRIVATE LIMITED] [HRISHIK ESH VANIJYA PRIVATE LIMITED] [RELIABL E GOODS PRIVATE LIMITED] [VISHES H MARKETI NG PRIVATE LIMITED]				Royser tomodi
SI lo.	Name and Address of identifier	Identifie	rof	Photo	Finger Print	Signature with
	Son of Sk. Abdul	Mr Sachin Agarwall Sikaria, Mr Rajeev Kanodia	Kumar CT SUB R			54. 464WE + + HONDOR 04/12/2020
		* SEAL OF			(A	vmitava Dutta)

Page 3 of 4

DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. II NORTH 24-PARGANAS
North 24-Parganas, West
Bengal



Query No:-15022001527240/2020, 07/12/2020 12:59:39 PM D.S.R. - II NORTH 24-PARGANAS



GOVERNMENT OF INDIA MINISTRY OF CORPORATE AFFAIRS

Central Registration Central

[Refer Rule 20 of the LLP Rules, 2009]

FRESH CERTIFICATE OF INCORPORATION CONSEQUENT UPON CHANGE OF NAME

LLP Identification Number: AAC-5003

in the matter of INGENIUM PROPERTIES LLP

I hereby certify that INGENIUM PROPERTIES LLP which was originally incorporated on Twenty fifth day of July Two thousand fourteen under the LLP Act, 2008 as VERUS BUILDCON TRADERS LLP having duly passed the necessary resolution in terms of Rule 20(1) of the LLP Rules, 2009. The name of the said Limited Liability Partnership (LLP) is this day changed to SHIVALAY - INGENIUM PROPERTIES LLP and this certificate is issued pursuant to Rule 20(3) of the said Rules.

Given under my hand at Manasar this Twenty eighth day of November Two thousand twenty.

DE MENTE DE LES CALIFORNIES DE LA CONTROL DE LA CONTR

Susmithina Selvaraj

For and on behalf of the Junsdictional Registrar of Companies. Registrar of Companies Central Registration Centre

Mailing Address as per record available in Registrar office SHIVALAY - INGENIUM PROPERTIES LLP 53 RADHA BAZAAR STREET, 3RD FLOOR, KOLKATA, Kolkata, West Bengal, 700001, India.

Page Lof t



Govt. of West Bengal Directorate of Registration & Stamp Revenue e-Challan

GRN:

19-202021-015606854-8

Payment Mode:

Net Banking-SELF

GRN Date:

04/12/2020 10:36:57

Payment Gateway

SBI EPay-State Bank of

BRN:

0386120871326

BRN Date:

India 04/12/2020 10:39:25

SBI ePay txn No.:

IGAJZAEGF8

SBI ePay txn Date. 04/12/2020 10:37:55

DEPOSITOR'S DETAILS

Name:

SANCHITA MALLICK BANERJEE

Id No.:

2001527240/10/2020

Contact No.

E-mail:

Mobile No. +91 8296164433

Address:

SALT LAKE

User Type:

Advocate

Query Year

PAYMENT DETAILS						
SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹		
1	2001527240/10/2020	Property Registration-Registration Fees	0030-03-104-001-16	115021		
2	2001527240/10/2020	Property Registration-Stamp duty	0030-02-103-003-02	74971		
			Total Amount	189992		

In Words:

Rupees One Lakh Eighty Nine Thousand Nine Hundred Ninety Two Only.

आयकर विभाग

INCOME TAX DEPARTMENT

BRGD PROMOTERS PRIVATE

भारत सरकार GOVI OFINDIA

19/10/2005

Personent Account Number

AACCB7288A

इस्तेकार के कोने , को तर कुनका सुनित करें , कीटाए आजमन में न सेक इकाई एन एस सीएस इ.के मंकित नावी स्टॉरिंग फर्मिट ने का, सर्वे से कार/क सीटार कारते में, दोन बमाता तीक के पास, पूर्व - 411 टाक

If this card is lost / someone's lost card to found, please inform / return to lineare Tax PAN Services Unit, NSDL. Shi floor, Master Sterling, Ploc No. 341, Survey No. 997/8, Model Colony, Near Deep Bungslow Choose, Pune - 411 016.

Tel 91-20-2721 8000 Par-91-20-2721 8041 c-mail simulogondlen.m आयकर विभाग INCOMETAX DEPARTMENT



मारत सरकार GOVE OF INDIA

KALKI COMMODEAL PRIVATE LIMITED

19/12/2008
Permanent Account Number

AAECR2092L

910090

हरा कर्म के काल एक ने जर सुनिय करें 3 औदाएँ भागकर पूर्व के बाद करते एक एस के एक 3 ता भाजित क्यों स्टार्जन कर्जित व 341, करें में 997, फ मी कर कार्जन क्षेत्र प्रमुख क्षेत्र करावर पुरा - 411 016

If this rand evicus? someone's lost and is found; presse inform / orbits in linear Europe Tits PAN Services Unit, NSDL 5th floor, Month Stetling.
Plot No. 341, Survey No. 99778, Model Colony, Near Deep Bumpalose Chawle, Pane 411 016.

Tel: 91-20-2721 8080 Fax: 91-31-2721 8051 e-mail: tomforgandLouis आयकर विभाग

INCOME TAX DEPARTMENT

HRISHIKESH VANIJYA PRIVATE

10/01/2006

Permanent Account Number AABCH6467J भारत सरकार GOVT OF INDIA

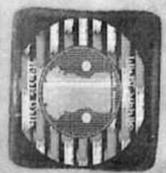
80122044

SATEL AND DEPARTMENT VISHESH MARKETING PRIVATE LIMITED

01/12/2010 Permanent Account Number

AADCV5155F

मारत सरकार GOVT. OF INDIA

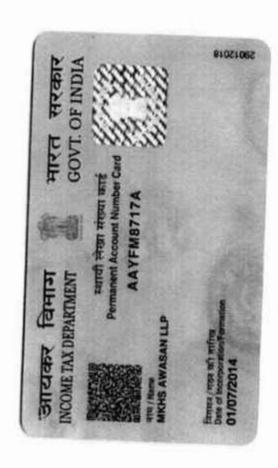




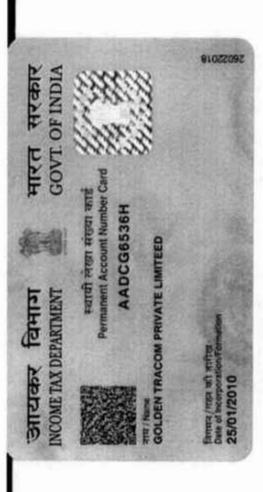




- - DOM: -











ভারত সরকার Government of India

রাজীব কুমার কলোউরা Rajeov Kumar Kanodia অক্ষতাবিম / DOB : 01/01/1978 পুরুষ / Male



5531 0682 3343

আমার আধার, আমার পরিচয়



Unique Identification Authority of India

ঠিকানা: C/O জী কে কানোভিয়া, পিয়োমণি বুইন্ডিংপ, ১টাএইচ স্থার, স্ট-১, 60/1 বালীগঞ্জ দির্কুলার রোড, ১দটা পারনাস বিদ্যালয়া, বালীগঞ্জ বিকুলার রোড, বালিগঞ্জ, বালিগঞ্জ, কোপকারা, সাকাস অভেনু, পশ্চিম বস, 700019

Address: C/O G K Kinndow, SHROMANI SURLUNG, STH FLR, FLAT-S, 601 BALLYGUNGE CIRCULAR ROAD, ST LAWSENCE HIGH SCHOOL, BALLYGUNGE CIRCULAR ROAD, Ballygunge, Ballygunge, Kakada, Circus Avenue, Vent Bengel, 700018



5531 0682 3343







आयकर विभाग INCOME TAX DEPARTMENT

RAJEEV KUMAR KANODIA

GOPAL KRISHNA KANODIA

01/01/1978

Permanent Account Number

AGAPK7974P

Rojew Karodis

Signaturo

भारत सरकार GOVT. OF INDIA



2007000

इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटाए: आयकर पेन सेवा इकाई, एन एस डी एल 5 वी मंजिल, मंत्री स्टलिंग, प्लॉट नं, 341, सर्वे नं, 997/8, मॉडल कालोनी, दीप बंगला चीक के पास, पुने—411 016.

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

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



08/12/2020 Query No:-15022001527240 / 2020 Deed No :1 - 150202225 / 2020, Document is digitally signed.

आयकर विभाग

INCOME TAX DEPARTMENT

SRIKANT SIKARIA

SAJAN SIKARIA

28/04/1987

Permanent Account Number

BKKPS9244P

sikut Sikeria.

Signature



भारत सरकार GOVT. OF INDIA





8032007

इस कार्ड के खोने । पाने पर कृपया सूचित करें । लौटाएं : आयकर पैन सेवा इकाई, एन एस औ एल पड़नी मंजित , टाईम्स टॉवर, कमसा मिल्स कम्पाउंड, एस. बी. मार्ग, लोकर परेल, मुम्बई - 400 013.

If this card is lost / someone's lost card is found, please inform / return to:
Income Tax PAN Services Unit, NSDL.
Ist Floor, Times Tower,
Kamala Mills Compound,
S. B. Marg, Lower Parel, Mumbei - 400 013.

Tel: 91-22-2499 4650, Fax: 91-22-2495 0664, e-mail: tininfo@nedLeo.in





দারদ্য প্রাধিকরণ

সরকার

Government of India

विकास कर विकास कर विकास कर कि 199 कि 199

গ্রীকার সিকাবিয়া Srikant Sikaria S/O Sajan Sikaria 267 Bangur Avenue, Block B. Bangur Avenue North 24 Parganas Bangur Avenue West Bengal - 700055 9830897785





আপৰার আধার সংখ্যা / Your Aadhaar No. :

2182 6230 4441

আমার আধার, আমার পরিচয়



STREE HEATE Government of India



Etury (worfer: Srikant Sikaria prestirty DOB: 28/04/1987 SPE / MALE



2182 6230 4441

আমার আধার, আমার পরিচয়







- আছার পরিচয়ের প্রমাণ, নাগরিককের প্রমান নয়
- পরিয়ায়ের প্রমাণ অনলাইন অর্থেনীরেশন ছারা লাভ কলন
- এটা ৪০০ ইলেক্ট্রনিক প্রক্রিয়ায় উন্নরী পর

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.
- जानार पाता (पर्ण पाना)
- ग्रांचा कविष्यक प्रतकारी क (वध्यकारी परिचया) शासिक पशासक शता।
- Audhair is valid throughout the country.
- · Audhaur will be helpful in availing Government and Non-Government services in future



কামন্ত্ৰিক বিশিক্ত সনিচৰ পাথিক লে Unique Identification Authority of Incia

ঠিকাৰা: এমান সাজৰ দিকাবিতা, 267 বাসুহ এডিনিটা, এক বি, বাসুহ অভেনিটা, wies: en - 700055

Address: S/O: Sajan Skana, 267 Bangur Avenue, Block B. Bangur Avenue, North 24 Parganos. West Bengal - 700055

2182 6230 4441



M

WOM'N





ভারত সরকার

Government of India



পর্টিন মাগরবালা Sachin Agarwalla

SERVICE GOOD OF 10:1976

2025 1612 0758



আমার আধার, আমার পরিচয়



सामहोत्र विचित्र महिस्य साधिकतन

Unique Identification Authority of India

টিকানঃ এমাড়: রাম লাল অবভ্রমাণা, নীজে - 30, লক্ট লেক বিটি, গেউর -3, বিধাননগর (১ম), উত্তর ২৫ প্রথম, থেটে তথক, পশ্চিম কম, 700091

Address: S/O: Ram Lal Agarwalia, CJ - 30, Salt Lake City, Sector - 3, Bidhannagar(M), North 24 Parganas, Sech Bhawan, West Bengal, 700091

2025 1612 0758



 \boxtimes

KJM1366896 Detet cent 'gg' mpt, we', center, these as recent-743423

Address

KHORDDA PURBA PARA, KHORDDA, DEGANGA, NORTH 24 PARGANAS-743423

Date 14/04/2017

121 - राट्याम निर्वाधन त्यद्वत निर्वाधक निरम्भ व्यक्तितरकत व्यक्टतत व्यक्ति

Facsimile Signature of the Electoral Registration Officer for

121 - Haroa Constituency

তিক্সন পরিবর্তন কলে নতুন ঠিকানাছ ভোটার লিটে নাম কেলা ও একই নয়ুৱের নতুন সচিত্র পরিচয়পত্র পার্যাত জন্য নির্মিষ্ট কর্মে এই পরিচয়পত্রের নয়ুরাটি উল্লেখ করুন

In case of change in address mention this Card No.
in the relevant Form for including your name in the
roll at the changed address and to obtain the card
with same number 130 / 605



34. Abdul Hannan

मारत गणराज्य REPUBLIC OF

cigu/ Type

T3567916

KANODIA देशा गया नाम / Given Name(s)

RAJEEV KUMAR

राष्ट्रीयता / Nationality भारतीय/INDIAN

water / Place of Birth

01/01/1978

KOLKATA

AKHISARAI, BIHAR

09/05/2019

13567916<4IND7801011M2905084<<<<<<<<<<<

P<INDKANODIA<<RAJEEV<KUMAR<<<<<<<<<<<<

08/05/2029

08/12/2020 Query No -15022001527240 / 2020 Deed No : I - 1502022



विर्वादक्ष वार : श्रीकाड निकासिया

Cleater's Name . School Sharts

निवाद नाम : मुख्यन निकारिक्र

Father's Name : Sojim Sharia

WSex : 70 M

Date of Birth : 28/64/1987

Sikul Sikuria.



RAMLAL AGARWALLA

PUSHPA AGARWALLA

ASHA AGARWALLA

CJ-30, SALT LAKE CITY SECTOR-111

PS-BIDHANNAGAR NORTH, NORTH 24 PARGANAS

PIN: 700091, WEST BENGAL, INDIA

H5924054

07/08/2009

KOLKATA

CA2072394222519

Major Information of the Deed

Deed No:	I-1502-02225/2020	Date of Registration	07/12/2020	
Query No / Year	1502-2001527240/2020	Office where deed is registered		
Query Date	23/11/2020 1:15:24 PM	1502-2001527240/2020		
Applicant Name, Address & Other Details	ANUSUYA BASU DUTTA 63, Radha Bazar Street.,Thana : 700001, Mobile No. : 980426447		WEST BENGAL, PIN -	
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 : 1,15,00,000/-]		
Set Forth value		Market Value		
Rs. 3/-		Rs. 10,72,65,436/-		
Stampduty Paid(SD)		Registration Fee Paid		
Rs. 75,071/- (Article:48(g))		Rs. 1,15,053/- (Article:E, E, B, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing	the assement slip.(Urbar	

Land Details:

District: North 24-Parganas, P.S:- Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Old 91 Route (Kaikhali Road), Mouza: Gopalpur, Jl No: 2, Pin Code: 700136

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	Control of the Contro	Market Value (In Rs.)	Other Details
L1	LR-3653 (RS :-)	LR-12236	Bastu	Bagan	26 Dec	1/-	2,84,58,177/-	Property is on Road
L2	LR-3654 (RS :-)	LR-12237	Bastu	Bagan	48 Dec	1/-	5,25,38,173/-	Property is on Road
100000000000000000000000000000000000000	LR-3656 (RS :-)	LR-12238	Bastu	Bagan	24 Dec	1/-	2,62,69,086/-	Property is on Road
Ţ,		TOTAL :			98Dec	3/-	1072,65,436 /-	
	Grand	Total:			98Dec	3/-	1072,65,436 /-	

Land Lord Details:

SI No	Name,Address,Photo,Finger print and Signature
1	BRGD PROMOTERS PRIVATE LIMITED P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017, PAN No.:: AAxxxxxx8A, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative, Executed by: Representative
2	KALKI COMMODEAL PRIVATE LIMITED P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017, PAN No.:: AAxxxxxx2L,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative, Executed by: Representative

HRISHIKESH VANIJYA PRIVATE LIMITED P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN -700017, PAN No.:: AAxxxxxx7J, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative, Executed by: Representative RELIABLE GOODS PRIVATE LIMITED P.O.- GPO, P.S.- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700069, PAN No.:: AAxxxxxx1B, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative, Executed by: Representative VISHESH MARKETING PRIVATE LIMITED P.O.- GPO, P.S.- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700072, PAN No.:: AAxxxxxx5F, Aadhaar No Not Provided by UIDAI, Status : Organization, Executed by: Representative, Executed by: Representative MKHS PROPERTIES LLP P.O:- Rajarhat, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700136, PAN No.:: AAxxxxxx0L, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative, Executed by: Representative MKHS AWASAN LLP P.O.- Rajarhat, P.S.- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700136, PAN No.:: AAxxxxxx7A,Aadhaar No Not Provided by UIDAI, Status : Organization, Executed by: Representative, Executed by: Representative MKHS ESTATES LLP P.O.- Rajarhat, P.S.- Rajarhat, District: North 24-Parganas, West Bengal, India, PIN - 700136, PAN No.:: AAxxxxxx5C, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative, Executed by: Representative **GOLDEN TRACOM PRIVATE LIMITED** P.O.- Rajarhat, P.S.- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700136, PAN No.:: AAxxxxxx6H, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative, Executed by: Representative

Developer Details :

SI No	Name, Address, Photo, Finger print and Signature
	SHIVALAY INGENIUM PROPERTIES LLP P.O:- Sech Bhawan, P.S:- East Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700091, PAN No.:: AAxxxxxx6N, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

Representative Details:

SI No	Name,Address,Photo,Finger print and Signature
1	Mr Sachin Agarwalla (Presentant) Son of Late Ram Lal Agarwalla P.O:- Bidhannagar, P.S:- Bidhannagar, District:-North 24-Parganas, West
	Bengal, India, PIN - 700091, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx6E, Aadhaar No Not Provided by UIDAI Status: Representative, Representative of: SHIVALAY INGENIUM PROPERTIES LLP (as Designated Partner)
2	Mr Srikant Sikaria Son of Mr Sajan Sikaria P.O:- Bangur Avenue, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700055, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: BKxxxxxx4P,Aadhaar No Not Provided by UIDAI Status: Representative, Representative of: MKHS PROPERTIES LLP (as Designated Partner), MKHS AWASAN LLP (as Designated Partner), MKHS ESTATES LLP (as Designaed Partner), GOLDEN TRACOM PRIVATE LIMITED (as Director)

3 Mr Rajeev Kumar Kanodia

Son of Late Gopal Krishna Kanodia P.O:- Manicktala, P.S:- Manicktalla, District:-North 24-Parganas, West Bengal, India, PIN - 700054, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGxxxxxx4P, Aadhaar No Not Provided by UIDAI Status: Representative, Representative of: BRGD PROMOTERS PRIVATE LIMITED (as Director), KALKI COMMODEAL PRIVATE LIMITED (as AUTHORISED SIGNATORY), HRISHIKESH VANIJYA PRIVATE LIMITED (as DIRECTOR), RELIABLE GOODS PRIVATE LIMITED (as AUTHORISED SIGNATORY), VISHESH MARKETING PRIVATE LIMITED (as Authorised signatory)

Identifier Details:

oto Finger Print	Signature
	oto Emgerermi

Transfer of property for L1				
SI.No	From	To. with area (Name-Area)		
1	BRGD PROMOTERS PRIVATE LIMITED	SHIVALAY INGENIUM PROPERTIES LLP-2.88889 Dec		
2	KALKI COMMODEAL PRIVATE LIMITED	SHIVALAY INGENIUM PROPERTIES LLP-2.88889 Dec		
3	HRISHIKESH VANIJYA PRIVATE LIMITED	SHIVALAY INGENIUM PROPERTIES LLP-2.88889 Dec		
4	RELIABLE GOODS PRIVATE LIMITED	SHIVALAY INGENIUM PROPERTIES LLP-2.88889 Dec		
5	VISHESH MARKETING PRIVATE LIMITED	SHIVALAY INGENIUM PROPERTIES LLP-2.88889 Dec		
6	MKHS PROPERTIES LLP	SHIVALAY INGENIUM PROPERTIES LLP-2.88889 Dec		
7	MKHS AWASAN LLP	SHIVALAY INGENIUM PROPERTIES LLP-2.88889 Dec		
8	MKHS ESTATES LLP	SHIVALAY INGENIUM PROPERTIES LLP-2.88889 Dec		
9	GOLDEN TRACOM PRIVATE LIMITED	SHIVALAY INGENIUM PROPERTIES LLP-2.88889 Dec		
Trans	fer of property for L2			
SI.No	From	To. with area (Name-Area)		
1	BRGD PROMOTERS PRIVATE LIMITED	SHIVALAY INGENIUM PROPERTIES LLP-5.33333 Dec		
2	KALKI COMMODEAL PRIVATE LIMITED	SHIVALAY INGENIUM PROPERTIES LLP-5.33333 Dec		
3	HRISHIKESH VANIJYA PRIVATE LIMITED	SHIVALAY INGENIUM PROPERTIES LLP-5.33333 Dec		
4	RELIABLE GOODS PRIVATE LIMITED	SHIVALAY INGENIUM PROPERTIES LLP-5.33333 Dec		
5	VISHESH MARKETING PRIVATE LIMITED	SHIVALAY INGENIUM PROPERTIES LLP-5.33333 Dec		
6	MKHS PROPERTIES LLP	SHIVALAY INGENIUM PROPERTIES LLP-5.33333 Dec		
7	MKHS AWASAN LLP	SHIVALAY INGENIUM PROPERTIES LLP-5.33333 Dec		

8	MKHS ESTATES LLP	SHIVALAY INGENIUM PROPERTIES LLP-5.33333 Dec
9	GOLDEN TRACOM PRIVATE LIMITED	SHIVALAY INGENIUM PROPERTIES LLP-5.33333 Dec
Trans	fer of property for L3	
SI.No	From	To. with area (Name-Area)
1	BRGD PROMOTERS PRIVATE LIMITED	SHIVALAY INGENIUM PROPERTIES LLP-2.66667 Dec
2	KALKI COMMODEAL PRIVATE LIMITED	SHIVALAY INGENIUM PROPERTIES LLP-2.66667 Dec
3	HRISHIKESH VANIJYA PRIVATE LIMITED	SHIVALAY INGENIUM PROPERTIES LLP-2.66667 Dec
4	RELIABLE GOODS PRIVATE LIMITED	SHIVALAY INGENIUM PROPERTIES LLP-2.66667 Dec
5	VISHESH MARKETING PRIVATE LIMITED	SHIVALAY INGENIUM PROPERTIES LLP-2.66667 Dec
6	MKHS PROPERTIES LLP	SHIVALAY INGENIUM PROPERTIES LLP-2.66667 Dec
7	MKHS AWASAN LLP	SHIVALAY INGENIUM PROPERTIES LLP-2.66667 Dec
8	MKHS ESTATES LLP	SHIVALAY INGENIUM PROPERTIES LLP-2.66667 Dec
9	GOLDEN TRACOM PRIVATE LIMITED	SHIVALAY INGENIUM PROPERTIES LLP-2.66667 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S:- Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Old 91 Route (Kaikhali Road), Mouza: Gopalpur, JI No: 2, Pin Code: 700136

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 3653, LR Khatian No:- 12236	Owner:মাউণ্টভিউ ডিলমার্ক প্রাঃ , Gurdian:লি: , Address:199/N, কালিপদ মুথাজী রোড, বরিষা, , কোলকাভাঃ-৪ , Classification:বাগান, Area:0.030000000 Acre,	VISHESH MARKETING PRIVATE LIMITED
L2	LR Plot No:- 3654, LR Khatian No:- 12237	Owner:বি. আর. জি. ডি. প্রোমোটারস্, Gurdian:প্রা লি, Address:রুম নংও, রুক-া, ডায়মও চেম্বার, 4, চৌরঙ্গী লেন, কোলকাভাঃ-16 , Classification:বাস্তু, Area:0.050000000 Acre,	BRGD PROMOTERS PRIVATE LIMITED
L3	LR Plot No:- 3656, LR Khatian No:- 12238	Owner:রোভার ডিলকম প্রাঃ, Gurdian:লিঃ , Address:গ্রাউন্ড স্লোর,71, শরভ চ্যাটার্জী রোড,কোলকাাঃ-89 , Classification:বাগান, Area:0.03000000 Acre,	KALKI COMMODEAL PRIVATE LIMITED

Endorsement For Deed Number: 1 - 150202225 / 2020

On 04-12-2020

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

Presented for registration at 20:30 hrs on 04-12-2020, at the Private residence by Mr Sachin Agarwalla ...

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 10.72.65.436/-

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

Execution is admitted on 04-12-2020 by Mr Sachin Agarwalla, Designated Partner, SHIVALAY INGENIUM PROPERTIES LLP (LLP), P.O:- Sech Bhawan, P.S:- East Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700091

Indetified by Sk. Abdul Hannan, , , Son of Sk. Abdul Gaffar, Bhaslia, P.O: Bhaslia, Thana: Deganga, , North 24-Parganas, WEST BENGAL, India, PIN - 743423, by caste Muslim, by profession Business

Execution is admitted on 04-12-2020 by Mr Srikant Sikaria, Designaed Partner, MKHS ESTATES LLP, P.O:- Rajarhat, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700136; Designated Partner, MKHS PROPERTIES LLP, P.O:- Rajarhat, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700136; Designated Partner, MKHS AWASAN LLP, P.O:- Rajarhat, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700136; Director, GOLDEN TRACOM PRIVATE LIMITED, P.O:- Rajarhat, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700136

Indetified by Sk. Abdul Hannan, , , Son of Sk. Abdul Gaffar, Bhaslia, P.O: Bhaslia, Thana: Deganga, , North 24-Parganas, WEST BENGAL, India, PIN - 743423, by caste Muslim, by profession Business

Execution is admitted on 04-12-2020 by Mr Rajeev Kumar Kanodia, Authorised signatory, VISHESH MARKETING PRIVATE LIMITED, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700072; AUTHORISED SIGNATORY, KALKI COMMODEAL PRIVATE LIMITED, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017; AUTHORISED SIGNATORY, RELIABLE GOODS PRIVATE LIMITED, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700069; Director, BRGD PROMOTERS PRIVATE LIMITED, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017; DIRECTOR, HRISHIKESH VANIJYA PRIVATE LIMITED, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017

Indetified by Sk. Abdul Hannan, , , Son of Sk. Abdul Gaffar, Bhaslia, P.O. Bhaslia, Thana: Deganga, , North 24-Parganas, WEST BENGAL, India, PIN - 743423, by caste Muslim, by profession Business



Amitava Dutta
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II NORTH 24PARGANAS

North 24-Parganas, West Bengal

On 07-12-2020

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,15,053/- (B = Rs 1,15,000/-,E = Rs 21/-,H = Rs 28/-,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 1,15,021/Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/12/2020 10:39AM with Govt. Ref. No: 192020210156068548 on 04-12-2020, Amount Rs: 1,15,021/-, Bank: SBI EPay (SBIePay), Ref. No. 0386120871326 on 04-12-2020, 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 Stamp Rs 100/-, by online = Rs 74,971/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10/-

 Stamp: Type: Impressed, Serial no 46290, Amount: Rs. 100/-, Date of Purchase: 13/10/2020, Vendor name: Suranjan Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/12/2020 10:39AM with Govt. Ref. No: 192020210156068548 on 04-12-2020, Amount Rs: 74,971/-, Bank: SBI EPay (SBIePay), Ref. No. 0386120871326 on 04-12-2020, Head of Account 0030-02-103-003-02

Dista-

Amitava Dutta
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II NORTH 24PARGANAS
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I Volume number 1502-2020, Page from 71777 to 71870 being No 150202225 for the year 2020.



(Amitava Dutta) 2020/12/08 02:47:12 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II NORTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)