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Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document.

  
 District Sub-Registrar-II  
 Alipore, South 24 Parganas

08 MAR 2021

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This **DEVELOPMENTAGREEMENT** is being executed on the ...<sup>08<sup>th</sup></sup> day of March, 2021 (**TWO THOUSAND AND TWENTY ONE**);

**BETWEEN**

**PRASHUDARSHAN DEVELOPERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, and governed by the provisions of the Companies Act, 2013 having its registered office at 13/2B, Narendra Nath Ghosh lane, Police Station Regent Park, Kolkata-700040, Post Office Regent Park, District South 24 Parganas, West Bengal [**PAN AAFCP1640P**] executing function as per Resolution dated 20<sup>th</sup> January, 2016, by its Director of the Company (1) Shri Haradhan Ghosh, son of Late Lakshman Chandra Ghosh, by faith Hindu, by nationality Indian, by Occupation Business, residing at 14, Babu Ram Ghosh Road, Post Office and Police Station Regent Park, Kolkata-700040, District South 24 Paraganas, West Bengal [**PAN No. EAPG1636A/ADHAAR No. 816866541822**] and another Director of the Company (2) **SRI DARSHIL SHAH** son of Late Dipak Kumar Shah, by faith Hindu, by nationality Indian, by Occupation Business, residing at "**AJIT APARTMENT**", 68, Sarat Bose Road, Lansdown Motor Vehicles, Post Office- Townsend Road, Police Station- Ballygunge, Kolkata-700025, District South 24 Paraganas, West Bengal [**PAN NO. AXDPS5269D/ ADHAAR NO. 502542891956**]

(**Owner**, includes all shareholders, directors and each of their respective successors-in-interest/title and authorized persons and legal entity holders).

**AND**

**CAMBRIDGE REAL ESTATE MANAGEMENT PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, and governed by the provisions of the Companies Act, 2013 having its registered office at 23, Banamali Naskar Road, Police Station Panshree, Post Office Panshree, Kolkata-700060, District South 24 Parganas, West Bengal [**PAN AAJCC1764F**] has been operating its function one of the Director namely **Shri Jitesh Kumar Saha**, son of Narayan Chandra Saha, by faith Hindu, by nationality Indian, by Occupation Business, residing at 38/2/4, Banamali Naskar Road, Post Office and Police Panshree, Kolkata-700060, District South 24 Paraganas, West Bengal, as per Resolution dated 20<sup>th</sup> Day of December 2021, [**PAN No. AVPPS2259D/ADHAAR No. 462461068859**]

Referred herein as the **DEVELOPER**,

(**Developer**, includes all shareholders, directors and each of their respective successors-in-interest/title and authorized persons and legal entity holders).



Owner and Developer are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

**WHEREAS**, the Owner herein represents and warrants to the Developer as follows:

- a. By two separate Deeds of Conveyances being, (1) Deed of Conveyance dated 14<sup>th</sup> August, 2012, registered in the Office of the Additional District Sub-Registrar at Bishnupur, South 24 Parganas, in Book I, CD Volume No. 15, at Pages 3677 to 3712, being Deed No. 5455 for the year 2012 and (2) Deed of Conveyance dated 25<sup>th</sup> June, 2014, registered in the Office of the Additional District Sub-Registrar at Bishnupur, South 24 Parganas, in Book I, CD Volume No. 12, at Pages 2315 to 2331, being Deed No. 3297 for the year 2014, the Owner hereby became the absolute owner of land classified as "**Bastu Commercial**" measuring around 189.76 (one hundred and eighty nine point seven six) decimal, more or less, equivalent to 115.0060 (one hundred and fifteen point zero zero six zero) *cottah* equivalent to 7692.7805 (seven thousand six hundred and ninety two point seven eight zero five) square meter, more or less, comprised in R.S. *Dag* Nos. 1752, 1753, 1754, 1822 and 1824, corresponding to L.R. *Dag* Nos. 1144, 1145, 1146, 1226 and 1228, recorded under L.R. *Khatian* No. 4247, *Mouza* Rasapunja, J.L. No. 15, Police Station Bishnupur, within the jurisdiction of Rasapunja *Gram Panchayet* (**RGP**), Sub-Registration District Bishnupur, District South 24 Parganas (**Said Property**) which is more particularly described in the **1<sup>st</sup> Schedule** below hereto. Details of Ownership, in respect of the Said Property has been elucidated in the Title Report dated 18<sup>th</sup> April, 2018.
- b. The Owner herein with an intent to develop and commercially exploit the entirety of the Said Property by constructing thereon ready to use residential cum commercial apartments/units together with specific amenities and facilities comprised and to be used by the occupiers of different apartments/units therein.
- c. The Owner further formulated a scheme of the aforesaid development whereby a residential cum commercial housing complex ongoing project namelyf "**Cambridge Green**" and formerly known as "**Prabhu Orchard**" ("**Said Project**") comprising of 7 (seven) towers were to be constructed. Out of the seven towers the first four towers being Block/Building Nos. 1, 2, 3 and 4, *inter-alia* comprising of Ground+4(G+4) storied residential buildings, were scheduled to be constructed in **Phase I** on land measuring 115.7970 (one hundred and fifteen point seven nine zero) decimal equivalent to 70.18 (seventy point one eight) *cottah* and further equivalent to 4694.31 (four

thousand six hundred and ninety four) square meters, being a part and portion of the Said Property and Block/Building Nos. 5 and 6, *inter-alia* comprising of 2 (two) Ground+4 (G+4) storied residential buildings and Building No. 7, *inter-alia* comprising of 1 (one) commercial cum amenities and club, Four Storied (4) building, to be constructed in **Phase II** on the balance portion of the Said Property, together with the spaces specifically demarcated on the ground level of the Said Complex that shall be transferred with a right to park medium sized cars and two wheelers, entirely being proposed as a "**real estate project**".

- d. In this aspect the Owner got the final plan duly sanctioned vide a sanctioned plan dated 27.03.12 bearing No. 11/141/KMDA, passed by Zila Parishad, South 24 Paraganas for the purpose of construction and commercial exploitation of the Project and got sanction in respect of being (a) building Nos.1, 2, 3 and 4, *inter-alia* comprising of total saleable square feet measuring more or less 126396 sq.ft. being the built-up area more or less, whose super structure has already been completed and part of the total saleable space as defined above being 46 number of Flats measuring more or less 52831 (Fifty two thousand eight hundred and thirty one) Sq.Ft. as Supper built up area ( Built up area 39629 Sq.ft. and Carpet area 30797 Sq.ft.) and 44 number of Car parking Spaces, having an area of 5280 sq.ft. and being 30 number of flats and 24 number of covered Car Parking Spaces has already been sold to various customers out of the said 46 number of Flats and 44 number of Car parking spaces, details of which is given in the **2<sup>nd</sup> Schedule (Owner's Allocation)**, (b) two upcoming residential Block/Building Nos. 5 and 6, *inter-alia* comprising of Ground+4 (G+4) storied residential buildings having a total saleable space of 53,150 sq. ft., being the built up area more or less and (c) the commercial building further to be developed in mere future comprising of one 4 (four) storied building, having an area 6070 sq.ft. built up area more or less (**Phase II**). The Owner has already handed over one set of original sanction plan, original soil test report of the ongoing project ( Phase-I & Phase-II) and along with structure stability certificate, Architect supervision certificate with original triplicate book and one set of Xerox documents regarding the said property to the Developer on dated 01.12.2020 so that the Developer could proceed with the project to complete the same uninterruptedly.



- e. In this aspect, for the purpose of construction, that includes land filling, boundary erection, consultancies, material purchase etc. and further construction of Phase I, the owner has to bear till date an amount of Rs. 21,00,00,000/- (Rupees twenty one crore), which includes an amount of Rs. 11,30,00,000/- (Rupees eleven crore thirty lacs) only obtained as Project Construction finance before the State Bank of India vide Loan No. 37721029234 on the preferred Bank Account no. 0171131000577, Gariahat branch and apart from the above mentioned amount, the balance amount being the further construction cost that has been borne by the Owner.
- f. The owner further was able to sell out being 20 number of flats 20 number of Car Parking Spaces out of the said 46 number of Flats and 44 number of Car parking spaces in different blocks comprised in Phase-I, details of which is given in the **2<sup>nd</sup> Schedule (Phase I)**.
- g. The Owner subsequently stated to envisage acute troubles to complete the project as per the scheme formulated due to financial instabilities and difficulties and lack of sale, has further approached the developer herein to jointly complete the entirety of the Said Project as per the aforesaid scheme or modified scheme as the developer may deems fit and expending entire amount from its fund to which the Developer herein agreed and hence the terms and conditions as agreed and accepted by and between the parties herein is noted hereunder.
- h. The Owner under such circumstances has approached the Developer for the purpose of providing assistance for completion of the project comprised in the said property to which initial terms and conditions with regard to the aforesaid assistance were recorded accordingly by a Memorandum of Understanding, dated. 25.12.2020.

**NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:**

1. **Development and Commercial Exploitation of Said Project:** Terms and conditions agreed between the Owner and Developer, with regard to development and commercial exploitation of the Said Project comprising of a total number of 7 (seven) towers out of which 6 (six) sanctioned as residential all being G+4 (Ground+4) buildings and one commercial cum amenities, on total generating a sanctioned saleable space of 185616 square feet built up area more or less, on the Said Property being land classified as "**Bastu Commercial**" measuring around 189.76 (one hundred and eighty nine point seven six) decimal,

more or less, equivalent to 115.0060 (one hundred and fifteen point zero zero six zero) *cottah* equivalent to 7692.7805 (seven thousand six hundred and ninety two point seven eight zero five) square meter, more or less, comprised in R.S. *Dag* Nos. 1752, 1753, 1754, 1822 and 1824, corresponding to L.R. *Dag* Nos. 1144, 1145, 1146, 1226 and 1228, recorded under L.R. *Khatian* No. 4247, *Mouza* Rasapunja, J.L. No. 15, Police Station Bishnupur, within the jurisdiction of Rasapunja Gram Panchayet (**RGP**), Sub-Registration District Bishnupur, District South 24 Parganas (**Said Property**). Out of the entire construction of the Said Complex on the Said Property, tower Nos. 1, 2, 3 and 4 have been partially constructed in Phase I, on land measuring 115.7970 (one hundred and fifteen point seven nine seven zero) decimal equivalent to 70.18 (seventy point one eight) *cottah* and further equivalent to 4694.31 (four thousand six hundred and ninety four) square meters, more or less, comprising of a total constructible space measuring around 59220 square feet built up area more or less and the Phase II i.e. 3 (three) remaining buildings are to be constructed on the balance portion of Said Property.

2. **Representations and Warranties:** The Parties herein represent and warrant to each other as follows:

2.1 **Representation of Owner:**

2.1.1 **Entitlement:** By the aforesaid facts and circumstances as mentioned in the recital portion of this agreement and also on the Title Report dated 18<sup>th</sup> April, 2018, the Owner herein is seized and possessed of and well and sufficiently entitled to the Said Property.

2.1.2 **No Previous Agreement:** The Owner represents of not having dealt with its rights in the Said Property in any manner nor created any right, title or interest therein in favour of any Third Party, save and except the charge created by the State Bank of India as mentioned above, in any manner whatsoever or howsoever and has not entered into or been party to any agreement of any nature whatsoever including but not limited to agreement for sale, transfer, lease, development etc. in respect of the Said Property **save** as expressly mentioned herein.

2.1.3 **No Disputes Relating to Statutory Outgoings:** The Said Property is free from all statutory outgoings in respect thereof including property taxes and land revenue till the date of this Agreement, which has been paid/are payable in full by the Owner herein.



**2.1.4 No Boundary Dispute:** The Said Property is butted and bounded and there is no manner of boundary dispute in respect thereof.

**2.1.5 No Legal Proceeding:**(1) There are no other legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, complaints, actions, governmental investigations, orders, judgments or decrees of any nature, initiated, made, existing, pending, threatened or anticipated in respect of the right of the Owner in the Said Property, which may in any manner prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or the transaction stated hereunder nor is there any threat of any such proceedings (2) there are no unfulfilled or unsatisfied judgments, injunctions, attachments, court orders, debts, notices etc. in respect of the right of Owner in the Said Property(3) there is no order of any Court or any other statutory authority prohibiting development, sale, transfer and/or alienation of the right of Owner in the Said Property and (4) there is no suit, action, litigation, investigation, claim, complaint, grievances or proceedings, appeals or applications for review, that are may be in process or pending against or relating to the right of Owner in the Said Property and the Owner herein is not engaged, whether as plaintiff, or defendant or otherwise, in any civil or criminal litigation or arbitration proceedings before any court, tribunal, statutory or governmental body, department, board or agency and no civil or criminal litigation or arbitration proceedings are pending by or against the Owner in respect of the right of Owner in the Said Property and there are no facts which are likely to give rise to the same or to proceedings related to the Said Property in respect of which the Owner would be liable to indemnify any person concerned.

**2.1.6 No Requisition or Acquisition:** The right of Owner in the Said Property is at present not the subject of any requisition, acquisition, vesting, alignment, scheme of development/zoning or statutory extinguishment of title by any authority or body, statutory or otherwise, under any law and/or otherwise and the Owner asserts that (1)Owner did not and does not hold any excess land under the provisions of any Central, State or Local statute (whether in the Said Property or otherwise) and (2)Owner has not received any notice of any proceeding or is not involved in any proceeding of requisition, acquisition, vesting, alignment, scheme of development/zoning or statutory extinguishment of title in respect of the right of Owner in the Said Property.

- 2.1.7 No Disputes in Statutory Matters:** There is no dispute with any taxation or other statutory authorities in India or elsewhere in relation to the affairs of the Owner, which may in any manner affect or impact the right of the Owner in the Said Property and/or the rights granted herein, and there are no facts which may give rise to such dispute.
- 2.1.8 No Investigation:** The right of the Owner in the Said Property is not the subject of any investigation, inquiry, process or request for information in respect of any aspect of the right of Owner in the Said Property by any authority, governmental body, department, board or agency etc., which may in any manner affect or impact the right of Owner in the Said Property and/or the rights granted herein and no such procedures are pending nor do any such facts exist which are likely to give rise to any such procedure.
- 2.1.9 Compliances Made:** Compliances are being made and have at all times been made and shall continue to be made with all applicable laws, statutes, by-laws, permits, obligations, statutory instruments and requirements with respect to the Said Property, its occupation, possession, use etc. and the Owner shall continue to make such compliances in connection with the performance of its obligations under this Agreement and will not do or permit anything to be done which may cause or otherwise result in a breach of this Agreement or cause any detriment to the transaction herein envisaged.
- 2.1.10 Owner has Authority:** There is no embargo on part of the Owner from dealing with its right in the Said Property and/or transferring and/or alienating the same in any manner whatsoever and the Owner has good right, full power and absolute authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist without affecting the right and interest of the Developer in the said property .
- 2.1.11 Owner not to create Encumbrances:** The owner herein shall not create any encumbrance relating to the Said Property in any manner with a view to facilitate the Developer to prosecute its function in said property and shall not administer any sort of act which may jeopardize the right and interest of the Developer here in any manner whatsoever.
- 2.1.12 No Prejudicial Act:** There is no matter which may prejudicially, adversely or materially affect the value of the Said Property or its development, usage or enjoyment or cast any doubt on the rights created in favour of the Developer under this Agreement and the



Owner has not done or permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the developer under this Agreement.

**2.2 Developer's Representations:** The Developer herein has represented and warranted to the Owner as follows:

**2.2.1 Infrastructure, Expertise and Financial Capacity:** The Developer is carrying on business of construction and development of real estate and has necessary infrastructure and expertise in this field and the Developer further has the necessary financial capacity to carry out the entire process of development and at no point of time shall take plea that the Said Project cannot be carried out due to lack of financial capacity including any cost enhancement (arising out of escalation in prices of materials, labour, petrol, diesel, fuel, etc.) in completing the Said Project in habitable condition.

**2.2.2 Developer has Authority:** The Developer herein has full authority to enter into this Agreement and appropriate Resolutions/ Authorizations to that effect exist.

### **3. Basic Understanding**

**3.1 Salient Features of Said Project:** It has been agreed between the parties herein that the Said Property shall be developed as per the scheme of the Owner in respect of Phase I of the project, that shall be completed within Twelve (12) months from the date of execution of this Agreement and Phase II shall be developed as per the discretion and decision of the Developer herein. The other salient features of the Said Project shall be as follows:

**3.1.1 Said Project in Phases:** The Said Project shall be implemented in two phases as mentioned above out of which the Phase I where in already the Owner has implemented more or less, 70% of the total developmental work, and the remaining works partly inside-out side plastering, Plaster of paris, doors & windows, partly electrical works, plumbing, flooring and colouring etc. shall be completed within the stipulated completion period of twelve (12) months from the date of execution of this agreement and Phase II shall be deemed as the balance construction and commercial exploitation that shall be completed on the joint discretion of the Owner and Developer herein.

The period of completion of the scheme Phase-I of the project may be extended in case of arising unavoidable circumstances. But in any situation Owner's Bank liabilities and other liabilities shall be meet up in schedule time which time shall not extended in any situation.

**3.1.2 Commercial Exploitation of Said Complex:** The Said Complex shall be commercially exploited by transferring the independent apartments/spaces with amenities in the Said Complex (**Units**) to prospective transferees [collectively **Transferees**, which expression includes, without limitation or exception, all persons who agree to buy Units and shall include (1) the already booked and unsold units comprised in Owner's Allocation and additional units comprised in the Owner's Allocation and (2) Developer for the unsold Units comprised in Developer's Allocation.

**3.1.3 Construction as per Sanctioned and Revised Building Plan:** The Owner has at its own cost and expense, got sanctioned (after having received all consents, licenses, permissions, authorizations, certifications, registrations and/or approvals from requisite Government departments or authorities, such as Fire and Safety Department, Department of Telecom, Airport Authority of India) a building plan for construction of the entire Said Complex, being Building Permit No. 11/141/KMDA dated 27.03.12, passed by Zila Parishad, South 24 Paraganas from the office of the Zila Parishad, South 24 Parganas. The Phase I of the entire Said Complex shall be constructed as per the Original Sanctioned Plan and the Phase II shall be constructed with all sorts of modifications, that may be preferred after joint decision of the Owner and Developer, whereby the Developer upon valid consent of the Owner shall even have the liberty to revise the Original Sanctioned Plan at its own cost (**Revised Building Plan**). All consents, licenses, permissions, authorizations, certifications, registrations or approvals from requisite Government departments or authorities, such as the Fire and Safety Department, Department of Telecom, Airport Authority of India and NOC from the State Pollution Control Board in connection with the Revised Building Plan in respect of Phase II if required, shall be obtained by the Developer at its own cost and effort and Owner has no liability or responsibility whatsoever with respect to the same. However, the Owner shall as and when required by the Developer, do all acts and things necessary in connection thereof. It is clarified that henceforth, any application for



modification, alteration, addition, revalidation or extension of the Revised Building Plan in respect of Phase II and all consents, licenses, permissions, authorizations, certifications, registrations or approvals from requisite Government departments or authorities, such as the Fire and Safety Department, Department of Telecom, Airport Authority of India and NOC from the State Pollution Control Board in connection thereof, shall be caused by Developer in consultation with Owner and the same shall not be cited as a reason for delay in completion of the Said Project with time lines as mentioned in this Agreement, unless mutually agreed.

3.2 **Costs of Development etc.:** The Owner has already in respect of the aforesaid construction has borne an amount worth Rs. 21,00,00,000/- (Rupees Twenty one Crore) out of this consideration, Rs.13,09,61,660/- (Rupees thirteen crore nine lac sixty one thousand six hundred and sixty) only as project finance from various banks and the Balance Amount of Rs. 79038340/- ( Rupees seven Crores Ninty Lacs thirty eight thousand three hundred forty only) from their own pocket and advance from customer and also sundry creditors and allied Company. The reimbursement of aforesaid loan amount shall henceforth be dealt jointly by the parties herein. But on a contrary the Owner shall henceforth be not at all held responsible for any outstanding including the interest and penalties charged on the aforesaid amount from time to time.

#### 4. **Appointment and Commencement**

4.1 **Appointment and Acceptance:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 3 above and all other terms and conditions thereto. Consequent thereto, the Owner hereby appoints the Developer to develop and commercially exploit the Said Property with right of execution and implementation of the Said Project with the Owner and the Developer hereby accepts such appointment on 01.12.2020 as the Developer meanwhile has resumed the work of construction with the mission to complete the said project.

4.2 **Commencement and Tenure:** This Agreement commences and shall be deemed to have commenced on and with effect from the date hereof as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed. That prior to execution of this instrument for indenture the Developer has commenced the work of construction and this Agreement shall remain valid and enforceable in law till fulfillment

of all obligations of the Parties towards each other stand fulfilled and performed in respect of the said project.

## **5. Sanction and Construction**

- 5.1 Survey and Measurement:** The Said Property has already been surveyed and measured jointly by the Developer and verified the measurements given in the **1<sup>st</sup> Schedule** of this Agreement is final.
- 5.2 Architect and Consultants:** The Architect appointed by the Owner shall not be terminated or be terminated by the Developer for the Said Project (**Architect**) and the Developer shall pay the professional fees and supervision charges and all costs, charges and expenses of the Architect and other consultants engaged in connection with construction work of the Said Project and the Owner shall have no liability or responsibility in respect thereof.
- 5.3 Construction of First Phase and Subsequent Phases of Said Complex:** The Owner has delivered possession of the Said Property to the Developer and in compliance with the condition, the Developer shall commence the finishing construction work of the First Phase of the Said Complex jointly with the owner at its own expenses and any decision thereto shall be taken jointly by the parties. It has been agreed and accepted by the parties hereto that completion period of Phase I shall be twelve (12) months from the date of this agreement and the balance work i.e. Phase II shall be completed as per sole discretion of the Developer. Be it noted that completion in Phases shall only be referred to the buildings only sanctioned from the competent authority. The common portions and areas including facilities such as Gymnasium, Swimming Pool, common gardens and other facilities shall be completed as per construction schedule irrespective of differing them into any phases.
- 5.4 Construction as per Specifications:** The Developer shall, at its own costs and expenses, construct, erect and complete the Said Complex. The specifications with regard to completion of the Phase I of the Said Project shall be at least in accordance with those mentioned in the Sale Agreements of the already booked apartments/units comprised in the Owner's Allocation, further described in the **4<sup>th</sup> Schedule** below, common to all Units in Phase I of the Said Complex and in respect of Phase II, the developer shall be at liberty to consult and modify if required such specifications. The Owner henceforth shall have the



right to inspect the quality of finishing construction of the Phase I and II of the Said Project from time to time, during reasonable working hours and without causing any undue hindrance to the ongoing work.

- 5.5 **Completion Time:** With regard to time of completion of the Said Project, it has been agreed between the Parties that subject to Force Majeure and reasons beyond the control of the Developer and subject further to the Owner punctually performing all its obligations under this Agreement, the developer shall complete construction of Phase I within a stipulated period of twelve (12) months from the date of this agreement, in the aforementioned phases (**Completion Time**) together with an additional 6 (six) months in case of any delay. It is clarified that the phase II completion time, shall be totally at the sole discretion of the Developer and to which the owner shall not raise any kind of objection. The Said Project shall be deemed to be completed, if completion certificate is submitted by the Architect to the concerned authority.
- 5.6 **Common Portions:** Developer shall, at its own costs, install and erect in the Said Complex, the common areas and amenities such as stairways, lifts, generators, firefighting apparatus, passages, driveways, common lavatories, electric meter spaces, pump rooms, reservoirs, overhead water tanks, water pumps and motors, water connection, drainage and sewerage connection, community facility and recreational club and other facilities required for establishment, enjoyment, maintenance and management of the Said Complex (collectively **Common Portions**).
- 5.7 **Building Materials:** Developer shall be authorized to apply for and obtain at the costs of Developer, quotas, entitlements and allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to Owner and required for the construction of the Said Complex and Owner shall have no liability or responsibility there for. It is clarified that Owner shall not interfere under any circumstances in the procurement of the building materials by Developer in respect of construction of the Said Complex. It is further clarified that Developer shall not delay or constraint in procurement of the aforesaid construction materials as a reason for delay in Completion Time except for Force Majeure.

- Temporary Connections:** Developer shall be authorized in the name of Owner to apply for and obtain at its cost, temporary connections of water, electricity, drainage and sewerage. It is however clarified that the developer shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage and other applicable charges and the Owner shall have no liability or responsibility there for.
- 5.9 **Modification:** Any amendment or modification to the Phase II Revised Building Plan may be made or caused to be made by Developer, **provided however** any major amendment or modification to the Revised Building Plan shall be made with information to the Owner for suggestions thereupon and such revision shall not lead to a reduction of the present total constructible area in the Revised Plan of the Said Complex.
- 5.10 **Name of Said Complex:** The Said Complex shall have the name as per the choice of the Developer and the same shall not be henceforth altered by the Owner. Any marketing communication which displays the name of the Developer as the developer of the Said Complex will also display the name of the Owner as the joint developer and if required, corporate logos of both to this Agreement shall be used. The Developer can further retain if deems fit the present name as **"Cambridge Green"** and formerly Known as **"Prabhu Orchard"**.
- 5.11 **Co-operation:** Neither Party shall indulge in any activity that may be detrimental to the Said Project and/or which may affect the mutual interest of the Parties. Parties shall provide all cooperation that may be necessary for successful completion of the Said Project.

## 6. Title Documents and Custodian

- 6.1 **Release of Title Documents:** Since, project finance worth Rs.13,09,61,660/- (Rupees thirteen crore nine lac sixty one thousand six hundred and sixty) in respect of the development and commercial exploitation of the Said Property has been obtained by the Owner, the Title Documents are hereby at present lying in the custody of the concerned banks. By this agreement, the Developer hereby takes the responsibility to complete the payment of the entire due project loan in the name of the owner, which shall also include the payments incurred on account of the Owner as chargeable interest in order to get the loan closed within a stipulated period of one year. Hence, from the date of this agreement, the owner shall not be deemed any more to complete the payment of loan and interest implied thereon and it shall



be duty and prime responsibility of the Developer to get entire loan closed and get all the title documents in respect of the Said Property and also the alternate security that has been provided therein released from the concerned mortgagees. The Owner after completion of the payment by the Developer, shall not be any more entitled to retain the original documents in title of the Said Property and the same shall remain in custody of the Developer. In case of any intentional delay and default is found on the Developer's side in respect of the program that has been agreed for the closure of the entire loan, the owner shall be at full liberty to cancel this agreement without causing any claim notices to the Developer and shall also be at liberty to take necessary legal actions against the Developer which shall not have any kind of restrictions.

- 6.2 **Consequences of Delay and Default:** In case of any deliberate delay default committed by the Developer specifically with regard to the closure of the loan as mentioned above in clause 6.1, the Owner shall be at full liberty to charge against the Developer on the promises made and the terms and conditions agreed under this agreement by the Developer. In this aspect the Developer shall further keep 12 (twelve) number of Post Dated Cheques, comprising of the amounts that are applicable for the purpose of completion and closure of the loan in the custody of the Owner as security. Owner shall always be deposited any postdated cheques after intimating the Developer for encashment and/ or retiation of portion of loan or any other parties.

## 7. Powers and Authorities

- 7.1 **General Power Of Attorney:** Simultaneously herewith, the Owner shall grant to the Developer and/or its nominees a registered General Power of Attorney relating to the Said Property (**General Power Of Attorney**) for the purposes of (1) getting the Revised Building Plan modified/altered by the competent authorities and other authorities concerned in this regard (collectively **Planning Authorities**) in terms of this Agreement specifically for phase II (2) construction of the Said Complex in terms of this Agreement and (3) booking and entering into agreements for transfer of the Apartment/Units comprised in Developer's Allocation as Developer, where in any registered document relating to Sale be it owner's and Developer's allocation irrespective of phases, the parties representing themselves as Owner and Developer and subject to receiving possession of Owner's Allocation by the Owner herein as mentioned in this Agreement, executing and

registering deeds of transfer of the Units comprised in Owner's Allocation in such phase.

**7.2 Further Acts:** Notwithstanding grant of the General Power Of Attorney, the Owner hereby undertakes that the Owner shall execute, as and when necessary, all papers, documents, plans etc. that may be necessary for enabling the developer to perform all obligations under this Agreement and the developer hereby undertakes to execute, as and when necessary, all papers, documents, plans etc. that may be necessary for enabling the Owner to perform all obligations under this Agreement.

## **8. Owner's Consideration**

**8.1 Owner's Allocation:** The Developer shall, at its own costs and expenses, construct, finish, complete and make available to the Owner, in habitable condition and according to the Sanctioned Plan, 46 number of Flats measuring more or less 52831 (Fifty two thousand eight hundred and thirty one) Sq.Ft. as Supper built up area ( Built up area 39629 Sq.ft. and Carpet area 30797 Sq.ft.) and 44 number Car parking Spaces, having an area of 5280 sq.ft. and being 30 number of flats 24 number of covered Car Parking Spaces has already been sold to various customers out of the said 46 number of Flats and 44 number of covered Car parking spaces, in different blocks comprised in Phase-I as per pre booked flat/s and car parking spaces which has been already pre booked apartments mentioned in the **2<sup>nd</sup> Schedule below** and -a non refundable sum of Rs.13,09,61,660/- (Rupees thirteen crore nine lac sixty one thousand six hundred and sixty) only out of total built up area comprised in the Said Complex, that shall and will include all the apartments in the **2<sup>nd</sup> Schedule** hereunder and on above mentioned area shall be further appurtenant to the car parking spaces and the share in common portions(collectively **Owner's Allocation**). Owner and Developer have by mutual consent identified and allocated Owner's Allocation and such allocation is more fully described in of the **2<sup>nd</sup> Schedule** below and further confirm that both shall sign the transfer documents in relation to owner's allocations *in personam*, without pursuing or empowering any attorney.



## 9. **Developer's Consideration**

- 9.1 **Developer's Allocation:** The Developer shall be entitled to All that the balance/remaining saleable space measuring more or less 145987 (One lac forty five thousand nine hundred and eighty seven) square feet built up area more or less, comprised in the Said Project including Phase-I and Phase-II out of total built up area comprised in Said Project and more or less the entirety of the Phase-I and Phase II, together with the balance car parking spaces and share in the Common Portions (collectively **Developer's Allocation**). Owner and Developer have by mutual consent identified and allocated Developer's Allocation in the First Phase and such allocation is more fully described of the **3<sup>rd</sup> Schedule** below and both further confirm to sign the transfer documents in relation to developer's allocations *in personam*, without pursuing or empowering any attorney.

## 10. **Sale, Marketing and Project Finance**

- 10.1 **Sale of Units in Owner's Allocation:** The Owner shall be exclusively entitled to deal with/transfer of the Apartments and parking spaces in Owner's Allocation, in any manner the Owner may deems fit and proper. All proceeds arising out of such dealing as per Allocation to third parties (**Owner's Transferees**) shall belong exclusively to the Owner and the Developer shall have no share and/or interest therein and/or claim thereon but the parties herein in respect of such sales and registration thereof, to represent themselves as owner and Developer(Confirming Party). It is however clarified that the Developer alone shall be entitled to receive and appropriate from Owner's Transferees as well as Developer's Transferees, all deposits and extra charges including (1) charges for HT electric equipment and cabling (2) charges for generator and other amenities and facilities (3) deposits and advance for maintenance charges and tax (4) sinking fund (5) club membership charges and (6)transfer documentation legal fees and statutory charges. For permanent electric connection to the Apartments/Units, the Transferees shall pay the deposits demanded by CESC Limited and/or other agencies.
- 10.2 **Sale of Units in Developer's Allocation:** The Developer shall be exclusively entitled to deal with/transfer Developer's Allocation in any manner the Developer may deem fit and proper and all proceeds arising out of such dealing/transfer of Developer's Allocation to third

parties (**Developer's Transferees**) shall belong exclusively to Developer and the Owner shall have no share and/or interest therein and/or claim thereon. Be it noted that though by the development power of attorney mentioned above, the owner grants selling right to the Developer in respect of Developer's allocation, in any registered documents with regard to such sale of the Developer's allocation both the parties herein, since completing the said project under collaboration scheme shall represent themselves as Owner and Developer and not by any attorney irrespective of the phases.

10.3 **Marketing:** The Parties have evolved and agreed upon the methodology and standard operating procedure of marketing (1) their pre booked Owner's Allocation to be done by the Owner and (2) the remaining portion of Owner's Allocation by the Owner and Developer jointly and (3) entire Developer's Allocation solely be dealt by the Developer and such agreement, although separately recorded, shall be deemed to have been incorporated in this Agreement and made a part hereof.

10.4 **Project Finance:** The Developer after getting the current project finance closed in the name of the Owner and getting all the title documents relating thereto and also the alternative securities released from the concerned bank/s, which is liable to be delivered to the Owner, may arrange for financial assistance on to the Said Project (**Project Finance**) by a Bank/Financial Institution (**Banker**). Such Project Finance can be secured on the strength of the security of Developer's Allocation and construction work-in-progress/ receivables to the extent pertaining to Developer's Allocation but collateral security may be created by depositing the Said Title Deeds.

## 11. Completion and Possession

11.1 **Possession:** After the Completion of the Phase I is done within prescribed period, the Owner and Developer shall jointly for possession of the apartments/units comprised in their respective Allocations and transfer to the concerned Transferee and shall deliver possession of the apartments/units comprised through Possession for Transferees belonging to both allocations shall be provided by the Developer within the specified time and the transferees shall be obliged to take possession of their respective apartments/units immediately upon notice of possession (**Possession Notice**) and latest



within 15 (fifteen) days from the Possession Notice (**Possession Date**) failing which it shall be deemed that the Developer has already delivered possession on the Possession Date and the Transferees shall become liable and responsible for the Taxes and Maintenance Charge of their respective Units from the Possession Date.

**11.2 Transfer of Developer's Allocation:** In consideration of Developer constructing Owner's Allocation, the Owner shall execute transfer deeds of the undivided share in the land contained in the Said Property as be attributable to Developer's Allocation in favour of Developer's Transferees, in such part or parts as shall be required by the Developer. Such execution by Owner shall be done through the physical presence by the Owner.

**11.3 Transfer of Owner's Allocation:** The Developer shall join the deeds of conveyance in favour of Owner's Transferees and shall execute and register the same in its capacity as a confirming party/developer.

**11.4 Costs of Transfer:** The costs of execution and registration, as applicable, of all the transfer documents (both in respect of Owner's Allocation and Developer's Allocation) including stamp duty and registration fees and all legal fees and expenses incidental or related thereto shall be borne and paid by the respective Transferees.

## **12. Taxes and Outgoings**

**12.1 Relating to Period Prior to Possession:** All taxes, land revenue and outgoings (collectively **Taxes**) on the Said Property relating to the period till the date of this Agreement, whether as yet demanded or not, shall be borne, paid and discharged by the Owner. It is made specifically clear that all Taxes outstanding upto such date shall remain the liability of Owner and such dues shall be borne and paid by Owner as and when called upon by any statutory authority.

**12.2 Relating to Period After Possession:** All Taxes on the Said Property relating to the period after the date of this Agreement and till the Possession Date shall be borne, paid and discharged by the Developer. It is made specifically clear that all Taxes outstanding for the aforesaid period shall remain the liability of the Developer and such dues shall be borne and paid by the Developer.

**13.3 Relating to Period After Possession Date:** On and from the Possession Date, the Transferees shall pay the Taxes applicable to their respective Apartments/Units.

### **13. Maintenance Scheme**

**13.1 Maintenance:** The Developer shall frame a scheme for the management and administration of the Said Complex.

**13.2 Maintenance Charge:** On and from the Possession Date, the Transferees shall become responsible for proportionate payment of all charges for maintenance and upkeep of the Common Portions of the Said Complex (**Maintenance Charge**). The Maintenance Charge shall be fixed by both the Owner and Developer and till such maintenance and upkeep is handed over to the Association, the Developer or an agency nominated by the Developer to discharge the functions of maintenance and upkeep shall collect the Maintenance Charge. The Transferees shall also pay interest free advance towards Maintenance Charge @ Rs1/- (Rupees one only) per square feet of the super built up area of their respective Apartments/Units plus service tax, as applicable, which amount shall be utilized by the Developer for defraying Maintenance Charge for as long as the said amount permits (**Advance Maintenance Charge**) excluding power back up through the Generator.

### **14. Common Restrictions**

**14.1 Applicable to All:** All Transferees shall be subject to the same restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the Said Complex.

### **15. Obligations of Developer**

**15.1 Completion of Development within Completion Time:** The Developer shall complete the entire process of development of the phases of the Said Complex within the Completion Time as mentioned in this agreement especially the Phase I within twelve (12) months from the date of this agreement, unless extended in writing by mutual consent of both the parties. The word '**completion**' and its grammatical variants shall mean habitable and tenantable state with water supply, sewerage connection, electrical installation and all other facilities and amenities as be required to be provided to make the



Apartments/Units ready-for-use and occupation with submission of completion certificate issued by the Architect to the concerned authority for obtaining occupancy certificate of the entire Said Complex but shall not include any approval from the State Government.

- 15.2 Compliance With and No Violation of Laws:** The execution and implementation of the Said Project shall be in conformity with the prevailing laws, rules and bye-laws of all concerned authorities and all Government bodies and it shall be the absolute responsibility of the Developer to ensure proper compliance. Developer agrees and covenants with the Owner, not to violate or contravene any of the provisions of the rules applicable to construction of the Said Complex.
- 15.3 Planning, Designing, Development and Implementation of Phase II:** The Developer shall be responsible for planning, designing and development of the Phase II Said Complex and implementation of the Said Project with the help of the Architect, professional bodies, contractors, etc. but shall consult the Owner in case it decides to modify the Revised Building Plan in Phase II.
- 15.4 Commencement of Project:** The development of the Said Property and implementation of the Said Project shall commence as per the Specifications, Building Plan, schemes, rules, regulations, bye-laws and approvals of the Planning Authorities, at the sole cost, risk and responsibility of the Developer. Owner, having no responsibility in respect thereof in any manner whatsoever. Developer shall intimate to Owner from time to time the progress of the Said Project.
- 15.5 Strict Adherence by Developer:** Developer has assured the Owner that it shall implement the terms and conditions of this Agreement strictly without any violation thereof and shall adhere to the stipulations of time limits given in this Agreement, without default.
- 15.6 Construction at Developer's Risk and Cost:** The Developer shall construct the Said Complex at its own cost, risk and responsibility, by adhering to the Building Plan (revised if required) and all applicable laws and attending to all notices issued by concerned authorities. The Developer shall alone be responsible and liable to the Planning Authorities, the Transferees, third parties and the public in general with any aspect of construction of the Said Complex and shall alone

be liable for any loss, damage or compensation or for any claim arising from or relating to such construction and shall indemnify the Owner fully against all claims, losses and damages for any incident or accident which may occur during the construction activity and/or due to faulty design and/or any other material defect, act, omission or neglect on the part of the Developer and/or any contractor, entity, body, agency and/or person appointed or designated by the Developer and/or any employee, agent and representative of Developer. The Developer shall decide about the day-to-day activities including appointment of contractors and purchasing of materials in respect of the construction work.

- 15.7 **Tax Liabilities:** All tax liabilities in relation to the development, namely GST, value added tax, works contract tax and other dues shall be paid by the Developer. Any tax on income arising out of transfer of Owner's Allocation shall be borne by Owner. GST, if any, shall be borne by the Transferees of the Units. Owner shall pay GST for Developer constructing the Apartments/Units comprised in Owner's Allocation and shall be entitled to claim set-off there from on account of GST paid by Owner's Transferees and Developer shall pay GST for the Apartment/Units comprised in Developer's Allocation and shall be entitled to claim set-off there from on account of GST paid by Developer's Transferees.
- 15.8 **No Assignment:** Developer hereby agrees and covenants with Owner not to transfer and/or assign the benefits of this Agreement or any portion thereof, without the prior written consent of Owner and any assignment or transfer without such prior written consent shall make Developer liable for payment of damages and compensation to Owner. In this regard, it is clarified that assignment shall mean and include substantial or complete change in shareholding and management control pattern of Developer from that disclosed in writing by Developer to Owner, at or before the date of this Agreement.
- 15.9 **Act in Good Faith:** Developer, in addition to the other obligations under this Agreement, undertakes to act in good faith towards Owner and any appointed and/or designated representative of Owner so that the Said Project can be successfully completed.



### Obligations of Owner

- 16.1 Cooperation with Developer:** Owner undertakes to fully co-operate with Developer for obtaining all permissions required for development of the Said Property and implementation of the Said Project.
- 16.2 Act in Good Faith:** Owner undertakes to act in good faith towards Developer (and any appointed and/or designated representative) so that the Said Project can be successfully completed.
- 16.3 Documentation and Information:** Owner undertakes to provide Developer with any and all documentation and information relating to the Said Property as may be required by Developer from time to time provided the same are available with Owner.
- 16.4 No Obstruction in Dealing with Developer's Functions:** Owner covenants not to do any act, deed or thing whereby Developer may be prevented from discharging its functions under this Agreement.
- 16.5 No Obstruction in Construction:** Owner covenants not to cause any interference or hindrance in the construction of the Said Complex.
- 16.6 No Dealing with Said Property:** Owner covenants not to let out, grant lease, mortgage and/or charge the Said Property or any portion thereof.
- 16.7 Strict Adherence by Owner:** Owner has assured Developer that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits given in this Agreement.
- 16.8 No Assignment:** Owner hereby agrees and covenants with Developer not to transfer and/or assign the benefits of this Agreement or any portion thereof, without the prior written consent of Developer and any assignment or transfer without such prior written consent shall make Owner liable for payment of damages and compensation to Developer. In this regard, it is clarified that assignment shall mean and include substantial or complete change in share holding and management control pattern of Owner from that disclosed in writing by Owner to Developer, at or before the date of this Agreement.

**By Developer:** Developer hereby indemnifies and agrees to keep Owner saved, harmless and indemnified of, from and against any and all actions, suits, costs, proceedings, claims, losses, damages or liabilities (whether criminal or civil) that Owner may suffer in relation to the Said Project and/or the development of the Said Property and/or the construction of the Said Complex and/or delay penalties to the transferees for the delay in construction and/or defects therein [limited to a period of 1 (one) year from the Possession Date] and those resulting from breach of this Agreement by Developer, including any act of neglect or default of Developer's consultants, employees and/or Developer's Transferees and any breach resulting in any successful claim by any third party in connection with the above or non-compliance of any statutory laws or violation of any permission, rule, regulation or bye-law or arising out of any construction related accident or otherwise.

17.2 **By Owner:** Owner hereby indemnifies and agrees to keep Developer saved, harmless and indemnified of from and against any and all actions, suits, costs, proceedings, claims, losses, damages or liabilities (whether criminal or civil) suffered by Developer in relation to any defect in rights of Owner in the Said Property and/or any encumbrance or liability whatsoever thereon and those resulting from breach of this Agreement by Owner, including any act of neglect or default of Owner's employees and/or Owner's Transferees and any breach resulting in any successful claim by any third party in connection with the above.

## 18. Corporate Warranties

18.1 **By Developer:** Developer warrants to Owner that:

18.1.1 **Proper Incorporation:** it is properly incorporated under the laws of India.

18.1.2 **Right, Power and Capacity:** it has the right, power and capacity to enter into this Agreement and to perform the obligations hereunder and in so doing, is not in breach of any obligation or duty owed to any third party and will not be so as a result of performing its obligations under this Agreement.



**Permitted by Memorandum and Articles of Association:** the Memorandum and Articles of Association of Developer permits the Developer to undertake the activities covered by this Agreement.

**Shareholder and Board Authorization:** the Board of Directors of Developer if any has authorized the signatory to this Agreement to enter into this Agreement and to execute and deliver the same.

**18.2 By Owner:** Owner warrants to Developer that:

**18.2.1 Proper Incorporation:** it is properly incorporated under the laws of India.

**18.2.2 Right, Power and Capacity:** it has the right, power and capacity to enter into this Agreement and to perform the obligations hereunder and in so doing, is not in breach of any obligation or duty owed to any third party and will not be so as a result of performing its obligations under this Agreement.

**18.2.3 Permitted by Memorandum and Articles of Association:** the Memorandum and Articles of Association of Owner permit Owner to undertake the activities covered by this Agreement.

**18.2.4 Shareholder and Board Authorization:** the Board of Directors of Owner has authorized the signatories to this Agreement to enter into this Agreement and to execute and deliver the same.

**18.3 Warranties Independent:** Each of the warranties, covenants, indemnities and undertakings set out in this Agreement is separate and independent.

## **19. Limitation of Liability**

**19.1 No Indirect Loss:** Notwithstanding anything to the contrary contained herein, neither Developer nor Owner shall be liable in any circumstances whatsoever to each other for any indirect loss suffered or incurred.

- Each Party acting under Legal Advice:** Each Party has taken and shall take their own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.
- 20.2 **Essence of Contract:** Owner and Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 20.3 **Documentation:** Developer and the Owner jointly shall be responsible for meeting all costs and expenses towards execution and registration of this Agreement and any document for giving effect to all or any of the terms and conditions set out in this Agreement. Owner shall however pay legal fees and other professional charges for any advice not common to interest of the Parties in the Said Project.
- 20.4 **Valid Receipt:** Owner shall pass valid receipts for all amounts paid under this Agreement.
- 20.5 **Collaboration:** Owner and Developer have entered into this Agreement to collaborate for implementation of the Said Project and are acting on principal-to-principal basis and nothing contained herein shall be deemed to be or construed as a statutory partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 20.7 **No Implied Waiver:** Failure or delay by either Party to enforce any right under this Agreement shall not amount to an implied waiver of any such right.
- 20.6 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 20.7 **No Demise or Assignment:** Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the Said Property or any part thereof to Developer by Owner or as creating any right, title or interest therein in favour of Developer except to develop the Said Property in terms of this Agreement.



**Further Agree** : Both the parties herein further agreed that the allocation of the flats and car parking spaces which will be mentioned and/ or written in the Memorandum of understanding dated 25.12.2020 for the allocation of the owner and the remaining portion of the Developer's allocation.

## **III Remedy for Default**

- 21.1 Liquidated Damages for Default by Developer:** In case Developer (1) fails to complete construction and finishing of Phase I of the Said Complex within the Completion Time of, then and in such event due to any circumstances termed to come under the provision of the *Force Meajure*, Developer shall be entitled to an extension of additional 6 (six) months (2) fails to complete construction of the Said Complex within such extended period of 6(six) months, Owner shall be entitled to receive from Developer liquidated damages computed @ Rs.10000/- (Rupees ten thousand only) per month of delay.
- 21.2 Liquidated Damages for Default by Owner:** In the event Owner fails to perform any obligation as specifically mentioned in this Agreement for commencement of construction or in case of obstruction of work by non-fulfillment of obligations by Owner or any litigation ensued in respect of the Said Property for no fault of Developer, Developer shall be entitled to receive from Owner, liquidated damages as may be separately agreed to in writing.
- 21.3 No Termination:** None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration save and except under circumstances relating to the closure of loan. In the event of any default on the part of either Party, the other Party shall be entitled to claim specific performance of this Agreement and also for damages and the Parties agree that the Arbitration Tribunal shall be empowered to award specific performance and additionally also to award damages and other such reliefs.
- 21.4 Circumstances of Transfer of Obligations to Developer:** Without prejudice to the provisions as regards payment of liquidated damages by Owner, in case Owner is unable to meet its obligations in respect of the Said Project, then and in such event, Developer will be entitled to take over the obligations of Owner and take steps and make payments, if required, with regard thereto, on terms and conditions as

separately agreed to in writing. Owner hereby expressly authorizes and empowers Developer to take over and meet the aforesaid obligations of Owner in the aforesaid circumstances and manner and agrees not to revoke or repudiate such authority and empowerment in favour of Developer, at any time.

**Circumstances of Transfer of Obligations to Owner:** Without prejudice to the provisions as regards payment of liquidated damages by Developer, in case Developer is unable to meet any of its obligations or complete construction of the Said Complex within specified period of twelve (12) months and further extension thereof, then and in such event, Owner will be entitled to take over the construction and finishing work of the Said Complex at the risk and cost of Developer and on such take over, all receivables of Developer's Allocation shall be received by Owner to meet the aforesaid costs. After completion of work, Owner shall prepare an account of the receipts and expenses and give the same to Developer. Surplus, if any, in the hands of Owner on the basis of the said account shall be forthwith made over by Owner to Developer and deficit, if any, shall be paid forthwith by Developer to Owner. Developer hereby expressly authorizes and empowers Owner to take over and meet the aforesaid obligations of Developer in the aforesaid circumstances and manner and agrees not to revoke or repudiate such authority and empowerment in favour of Owner, at any time.

## **22. Force Majeure**

**22.1 Meaning of Force Majeure:** The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God (2) acts of nature (3) acts of war (4) fire (5) insurrection (6) terrorist action (7) civil unrest (8) riots (9) non availability or reduced availability of building materials due to administrative or legislative reasons (10) strike by material suppliers, transporters, contractors, workers and employees (11) any notice, order of injunction, litigation, attachment, etc. not occasioned due to any default or incorrect action of any Party hereto (12) delay in receiving any statutory sanctions or permissions from the Government or any statutory authority for administrative or legislative reasons



... rule or notification of the Government or any other public authority and (14) any act of Government such as change in legislation or enactment of new law or restrictive laws or regulations (collectively **Force Majeure**).

**Saving Due to Force Majeure:** If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of Force Majeure, such Party shall be deemed not to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly. But Force Majeure shall not be applicable with regard to any kind of delay and default in repayment of the project loan mentioned above and other loans to be paid on regular basis by the Developer henceforth that has been agreed and accepted in this agreement.

### 23. Entire Agreement

23.1 **Supersession:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties save and accept all the terms and conditions agreed under the MOU, dated 25.12.2020, oral or implied but does not impact any correspondence or agreement made contemporaneously or hereafter, which shall all be deemed to be part of and included in this Agreement and shall govern and bind the Parties.

### 24. Registration of Agreement

24.1 **Original to Belong to Developer:** Only one copy of this Agreement is being executed which shall be registered and the original of such registered copy shall be retained by Developer and shall be the property of Developer. Owner shall have a certified copy of the registered Agreement.

### 25. Severance

25.1 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or

unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

25.2 **Deletion of Invalid Provision:** If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.

25.3 **Reasonable Endeavour for Substitution:** The Parties agree, in the circumstances referred above, to use all reasonable endeavours to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

## 26. Reservation of Rights

26.1 **Right to Waive:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof, in writing.

26.2 **Forbearance:** No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any provision of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.

26.3 **No Waiver:** Any waiver or acquiescence by any Party of any breach of any provision of this Agreement shall not be construed as a waiver or acquiescence to or recognition of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.



**No Continuing Waiver:** A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion. No omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall constitute a waiver of such obligation of the other Party or the due and punctual performance thereof by such other Party and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other (similar or otherwise) obligations hereunder or as a waiver of any right or remedy that such Party may otherwise have in law or in equity.

## 27. Amendment/Modification

27.1 **Express Documentation:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the Parties and expressly referring to the relevant provision of this Agreement.

## 28. Notice

28.1 **Mode of Service:** Any legal notice for default under this Agreement (**Notice**) or other written communication given under or in connection with this Agreement (**Communication**) may be delivered personally, or by facsimile transmission, or sent by registered post with acknowledgement due to the proper address and for the attention of the relevant Party (or such other address as is notified in the manner mentioned in this Clause by each Party from time to time).

28.2 **Time of Service:** Any Notice or Communication shall be deemed to have been served (1) if delivered personally, at the time of delivery (2) if sent by facsimile transmission, at the time of transmission (if sent during business hours) or at the beginning of business hours next following the time of transmission (if not sent during business hours), in the place to which the facsimile was sent and (3) if sent by registered post, on the 4<sup>th</sup> day of handing over the same to the postal authorities.

28.3 **Proof of Service:** In proving such service it shall be sufficient to prove that personal delivery was made or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine

can be produced in respect of the Notice or Communication showing the recipient's facsimile number and the number of pages transmitted or in the case of registered post, that Notice or Communication was properly addressed and delivered to the postal authorities.

28.4 **Electronic Mail:** Any Notice sent by way of electronic mail (e-mail) shall be considered not to have been served.

## 29. Arbitration

29.1 **Referral of Disputes to Arbitration:** Any and all disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement between Owner and Developer (collectively **Disputes**), shall be referred to and finally resolved by arbitration by an Arbitration Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996.

29.2 **Arbitration Tribunal:** The Parties irrevocably agree that the Arbitration Tribunal shall consist of 3 (three) Arbitrators, 1 (one) Arbitrator to be appointed by Owner, 1 (one) Arbitrator to be appointed by Developer and the Chairman of the Arbitration Tribunal to be jointly appointed by the said 2 (two) Arbitrators.

29.3 **Conduct of Arbitration Proceedings:** The Parties irrevocably agree that (1) the place of arbitration shall be Kolkata only (2) the language of arbitration shall be English (3) the Arbitration Tribunal shall be entitled to give interim awards or directions regarding the Disputes (4) the Arbitration Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law by consent of parties, which consent is hereby given by the Parties (5) the arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said act shall apply to the arbitration proceedings and (6) the directions and interim/final award of the Arbitration Tribunal shall be binding on the Parties.



### 30. Jurisdiction

30.1 **Court:** In connection with the aforesaid arbitration proceedings, the District Court of the district in which the Said Property is situated and the High Court at Calcutta only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

### 31. Rules of Interpretation

31.1 **Presumptions Rebutted:** It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumption shall arise adverse to the right, title and interest of Parties to the Said Property and/or this Agreement.

31.2 **Statutes:** In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statute, including references to all statutory instruments, orders, regulations or other subordinate legislation shall be construed as statutory provision or subordinate legislation made pursuant to that statute, statutory provision or subordinate legislation.

31.3 **Number:** In this Agreement, any reference to singular includes plural and vice-versa.

31.4 **Gender:** In this Agreement, words denoting any gender include all other genders.

31.5 **Party:** In this Agreement, any reference to a Party is to a party to this Agreement.

31.6 **Clause or Paragraph:** In this Agreement, any reference to a Clause or Paragraph or Schedule (other than to a schedule to a statutory provision) is a reference to a Clause or Paragraph or Schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.

31.7 **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

31.8 **Headings:** In this Agreement, headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any Clause and shall consequently not affect the construction of this Agreement.

31.9 **Definitions:** In this Agreement, words put in brackets and in bold print define the word, phrase and expression immediately preceding.

**1st Schedule(Said Property)**

All that land classified as "**Bastu Commercial**" measuring around 189.76 (one hundred and eighty nine point seven six) decimal, more or less, equivalent to 115.0060 (one hundred and fifteen point zero zero six zero) cottah equivalent to 7692.7805 (seven thousand six hundred and ninety two point seven eight zero five) square meter, more or less, **along with pucca structure measuring an area 44960 sq.ft.** comprised in R.S. Dag Nos. 1752, 1753, 1754, 1822 and 1824, corresponding to L.R. Dag Nos. 1144, 1145, 1146, 1226 and 1228, recorded under L.R. Khatian No. 4247, MouzaRasapunja, J.L. No. 15, Police Station Bishnupur, within the jurisdiction of RasapunjaGram Panchayet (RGP), Sub-Registration District Bishnupur, District South 24 Parganas. The total property according to L.R. Dag Nos. in the following manner:-

R.S. Khatian No.	L.R. Khatian No.	R.S. No.	Dag	Corresponding L.R. Dag No.	Quantum of land	Character of land
46	1743/1	1753		1145	49.26 dec.	Shali
	1743/1	1753		1146	62 dec.	Shali
631, 1008, 1048.1/2, 1619,1858, 2274,2630, 1844, 2961	1743/1	1753		1226	69 dec.	Shali
57	1743/1	1824		1228	6 dec.	Bastu
650	1743/1	1752		1144	0.50 dec.	Shali
				Total	186.76 dec.	



### 2<sup>ND</sup> Schedule (Owner's Allocation)

All that saleable space measuring more or less 52831 (Fifty two thousand eight hundred and thirty one) Sq.Ft. as Supper built up area ( Built up area 39629 Sq.ft. and Carpet area 30797 Sq.ft.) consisting of 46 number of Flats and saleable space measuring more or less 5280 sq.ft. consisting of 44 numbers covered car parking spaces in different blocks being Nos. 1, 2, 3 and 4 of Project namely "**Cambridge Green**" formerly known as "**Prabhu Orchard**" together with the the undivided proportionate share of land share in the Common Portions thereof and along with a non refundable Rs.13,09,61,660/- (Rupees thirteen crore nine lac sixty one thousand six hundred and sixty) only and out of which a sum of **Rs. 15,00,000/- (Rupees fifteen lacs)** only will be payable at the time of execution of this Development Agreement and the balance amount will be paid within stipulated period after execution of this Development Agreement in several installments.

### 3<sup>RD</sup> Schedule (Developer's Allocation)

The Developer shall be entitled to All that the balance/remaining saleable space measuring more or less 145987 (One lac forty five thousand nine hundred and eighty seven) square feet built up area comprised in the Said Project namely namely "**Cambridge Green**" formerly known as "**Prabhu Orchard**" out of total built up area comprised in Said Project and more or less the entirety of the said project together with the undivided proportionate share in land, the balance car parking spaces and share in the Common Portions (collectively **Developer's Allocation**).

### 4<sup>TH</sup> Schedule (Specifications)

*{ To be followed in respect of Phase I }*

Super -Structure  
Earthquake resistance RCC framed structure with Monolithic concrete.  
Doors  
Solid timber frames  
Solid core flush shutters.  
Windows  
Anodized powder coated- Aluminum frames with fully glazed shutters.  
Flooring  
Glazed vitrified tiles in all bedrooms, living/dining rooms & balcony.  
Kitchen

Floor: Anti-skid ceramic tiles.  
 Countertops: Granite with steel sink  
 Dados: Ceramic tiling upto 2 feet from the granite counter tops.  
 Toilet  
 Floor: Anti-skid ceramic tiles.  
 Dados: Ceramic tiles up to 7 feet/up to soffit of lintel level.  
 Sanitary ware  
 Chromium plated fittings, white high quality porcelain fixtures.  
 Electricals  
 Superior quality concealed copper (fire resistance low smoke) wiring.  
 Latest modular switches and miniature circuit breakers, TV socket  
 Telephone wiring  
 Exterior  
 Latest weather proof exterior finish.  
 Lift Lobby  
 Vitrified Tiles

**IN WITNESS WHEREOF** The parties hereinabove named have set their respective hands and signed this Development Agreement at Kolkata in the presence of attesting witness, signing as such on the day first above written.

**WITNESSES:**

1. Sanjay Kumar Das  
 Abhishek Bose with  
 not 22
2. Goban K. Panda  
 9, Mandalar Mitra Lane,  
 Kolkata: 40.

Pooja Das  
 with  
 Anjan Prasad Das  
 not 22  
 not 22

FOR PRABHUDARSHAN DEVELOPERS (P) LTD.

*Haradhan Das*  
 DIRECTOR

FOR PRABHUDARSHAN DEVELOPERS (P) LTD.

*Darshit Das*  
 DIRECTOR  
 (Owner)

CAMBRIDGE REAL ESTATE  
 MANAGEMENT PRIVATE LIMITED

*Itan Das*  
 Director

(Developer)



**MEMO OF CONSIDERATION**

**RECEIVED** on and from the within named Developer the within mentioned sum of **Rs15,00,000/- (Rupees Fifteen Lacs) only** as non refundable amount as per memo given below:-

**Paid By Cheque NO. 000543, drawn on HDFC Bank,**

**New Alopore Branch, Dated. 03.03.2021**

**= Rs. 15,00,000.00**

**WITNESSES:-**

1. *Harshankar K. Pande*

FOR PRABHODARSHAN DEVELOPERS (P) LTD.

*Harshankar K. Pande*

DIRECTOR

FOR PRABHODARSHAN DEVELOPERS (P) LTD.












*Darshid Shah*

\_\_\_\_\_  
(OWNER)

2. *Sanjay Kumar Singh*

		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					












Signature .....

		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					

Signature ..... *Hareeshan Swath*

		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					

Signature ..... *Darshil Shah*

		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					

Signature ..... *Ili K...*





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

**GRN Details**

GRN: 192020210241193838  
GRN Date: 08/03/2021 08:03:31  
BRN : 4141358603535  
Gateway Ref ID: CHG0269417  
Payment Status: Successful

Payment Mode: Online Payment (SBI Epay)  
Bank/Gateway: SBIEPay Payment Gateway  
BRN Date: 08/03/2021 08:03:28  
Method: State Bank of India NB  
Payment Ref. No: 2000441757/5/2021  
[Query No\*/Query Year]

**Depositor Details**

Depositor's Name: HARADHAN GHOSH  
Address: 14, Babu Ram Ghosh Road  
Mobile: 8336974845  
Depositor Status: Buyer/Claimants  
Query No: 2000441757  
On Behalf Of: Mr Bapi Das  
Identification No: 2000441757/5/2021  
Remarks: Sale, Development Agreement or Construction agreement Payment No 5

**Payment Details**

Sl No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000441757/5/2021	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2000441757/5/2021	Property Registration- Registration Fees	0030-03-104-001-16	15021
			<b>Total</b>	<b>90042</b>

IN WORDS: NINETY THOUSAND FORTY TWO ONLY.

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

PRABHUDARSHAN DEVELOPERS  
PRIVATE LIMITED

12/09/2008  
Permanent Account Number  
AAFCP1640P



18/09/2008

FOR PRABHUDARSHAN DEVELOPERS (P) LTD.

*Harender Shastri*

DIRECTOR

FOR PRABHUDARSHAN DEVELOPERS (P) LTD.

DIRECTOR





भारतीय विशिष्ट पहचान प्राधिकरण  
**भारत सरकार**  
 Unique Identification Authority of India  
 Government of India

Enrolment No.: 1528/65334/03022

To  
**HARADHAN GHOSH**  
 S/O Late Laxmiah Chandia Ghosh  
 14  
 Baburam Road  
 Tollygunge, P. S-Regent Park  
 Near Technical Studio  
 Regent Park  
 Kolkata Regent Park  
 West Bengal - 700040  
 93310015#2

Enrolment No.: 1528/65334/03022

Government of India - 700040



आपका आधार क्रमांक / Your Aadhaar No. :

**8168 6654 1822**

मेरा आधार, मेरी पहचान

- सूचना
- आधार पहचान का प्रयोग है - अनिवार्यता का नहीं।
  - पहचान को प्रमाण प्रोत्साहित और डिजिटल सेवा प्राप्त करें।
  - यह एक इलेक्ट्रॉनिक जनित लेटर बना हुआ है।

**INFORMATION**

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

- अपना ठेका या पता ज्ञान है -
- आधार प्रक्रिया में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी साबित।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



भारत सरकार  
 Government of India

**HARADHAN GHOSH**

DOB: 15/07/1967  
 MALE



**8168 6654 1822**

मेरा आधार, मेरी पहचान

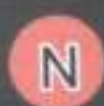
भारतीय विशिष्ट पहचान प्राधिकरण  
 Unique Identification Authority of India

Address:  
 S/O Late Laxmiah Chandia  
 Ghosh, 14, Baburam Road  
 Near Technical Studio  
 Tollygunge, P. S-Regent Park  
 Regent Park, Kolkata  
 West Bengal - 700040

**8168 6654 1822**

*Haradhan Ghosh*

PAN allotment letter for  
your PAN application <  
882059103743576 >



no-reply@nsdl.co.in 15:12  
to me ▾

Dear Sir/Madam,

The Income Tax Department takes pleasure in informing that the Permanent Account Number (PAN) allotted to you is:

**AAJCC1764F**

and the e-PAN is enclosed herewith.

The password for opening the PDF file is date of birth/incorporation in DDMMYYYY format.

We wish to inform you that quoting of PAN on return of income and challans for payment of taxes is necessary to ensure accurate credit of taxes paid by you and faster processing of return of income. Please quote PAN in all communications with department as it helps to improve taxpayer services.

We may inform that it is mandatory to quote PAN in several transactions specified under the Income Tax Act, 1961. For details of such transactions, reference is invited to rule 114B of the Income Tax Rules, 1962 read with section 139 A of the Income Tax Act, 1961.



भारत सरकार  
GOVT OF INDIA

आयकर विभाग  
INCOME TAX DEPARTMENT

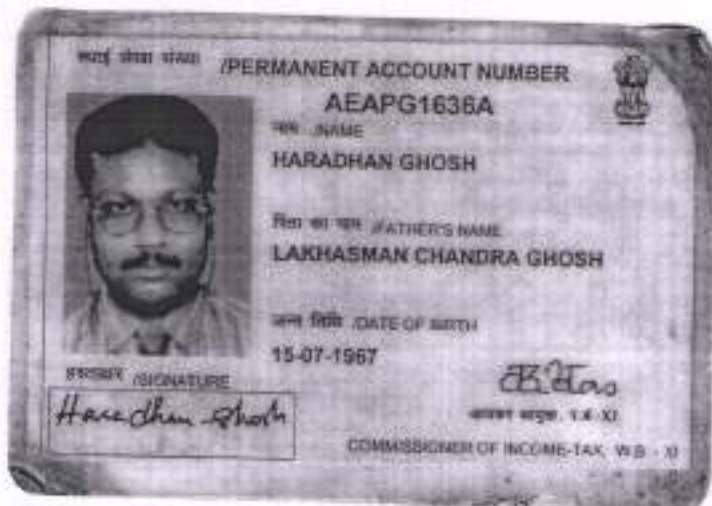
जितेश कुमार साह  
JITESH KUMAR SAHA

सहायक आयुक्त  
SAHAJAN CHANDRA SAHA

पत्राचार  
ADDRESS



*[Handwritten signature]*  
*[Handwritten signature]*



Haradhan Ghosh



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT OF INDIA

GARSHIL SHAH  
DEEPAK KUMAR SHAH  
27/10/1985  
PAN Card Number  
AXDPS5283D



*Garshil Shah*  
Signature

*Garshil Shah*

आयकर विभाग  
Income Tax Department  
New Delhi  
भारत  
भारत सरकार  
Ministry of Finance  
Income Tax Department  
New Delhi  
भारत

*Garshil Shah*

**Lord Details :**

Name,Address,Photo,Finger print and Signature

**PRABHUDARSHAN DEVELOPERS PRIVATE LIMITED**

13/2B, N.N. Ghosh Lane, P.O:- Regent Park, P.S:- Regent Park, District:-South 24-Parganas, West Bengal, India, PIN - 700020 , PAN No.:: AAxxxxxx0P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative


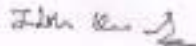
**Developer Details :**

SI No Name,Address,Photo,Finger print and Signature

1	<b>CAMBRIDGE REAL ESTATE MANAGEMENT PRIVATE LIMITED</b> 23, Banamali Naskar Road, P.O:- Parnasree, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060 , PAN No.:: AAxxxxxx4F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative
---	--

**Representative Details :**

SI No Name,Address,Photo,Finger print and Signature

SI No	Name	Photo	Finger Print	Signature
1	<b>Shri Haradhan Ghosh</b> Son of Late Lakshman Chandra Ghosh Date of Execution - 08/03/2021, , Admitted by: Self, Date of Admission: 08/03/2021, Place of Admission of Execution: Office	 <small>Mar 8 2021 11:44AM</small>	 <small>LTI 08/03/2021</small>	 <small>08/03/2021</small>
	14, BabuRam Ghosh Road, P.O:- Regent Park, P.S:- Regent Park, District:-South 24-Parganas, West Bengal, India, PIN - 700040, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxxx6A, Aadhaar No: 81xxxxxxxx1822 Status : Representative, Representative of : PRABHUDARSHAN DEVELOPERS PRIVATE LIMITED (as Director)			
2	<b>Shri Jitesh Kumar Saha (Presentant)</b> Son of Late Narayan Chandra Saha Date of Execution - 08/03/2021, , Admitted by: Self, Date of Admission: 08/03/2021, Place of Admission of Execution: Office	 <small>Mar 8 2021 11:45AM</small>	 <small>LTI 08/03/2021</small>	 <small>08/03/2021</small>
	38/2/4, Banamali Naskar Road, P.O:- Parnasree, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AVxxxxxx9D, Aadhaar No: 46xxxxxxxx8859 Status : Representative, Representative of : CAMBRIDGE REAL ESTATE MANAGEMENT PRIVATE LIMITED (as Director)			



**Lord Details :**

Name,Address,Photo,Finger print and Signature

**PRABHUDARSHAN DEVELOPERS PRIVATE LIMITED**

13/2B, N.N. Ghosh Lane, P.O:- Regent Park, P.S:- Regent Park, District:-South 24-Parganas, West Bengal, India, PIN - 700020 , PAN No.:: AAxxxxxx0P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative


**Developer Details :**



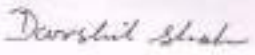
SI No Name,Address,Photo,Finger print and Signature

1	<b>CAMBRIDGE REAL ESTATE MANAGEMENT PRIVATE LIMITED</b> 23, Banamali Naskar Road, P.O:- Parnasree, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060 , PAN No.:: AAxxxxxx4F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative
---	--

**Representative Details :**

SI No Name,Address,Photo,Finger print and Signature

SI No	Name	Photo	Finger Print	Signature
1	<b>Shri Haradhan Ghosh</b> Son of Late Lakshman Chandra Ghosh Date of Execution - 08/03/2021, , Admitted by: Self, Date of Admission: 08/03/2021, Place of Admission of Execution: Office	 <small>Mar 8 2021 11:44AM</small>	 <small>LTI 08/03/2021</small>	 <small>08/03/2021</small>
	14, BabuRam Ghosh Road, P.O:- Regent Park, P.S:- Regent Park, District:-South 24-Parganas, West Bengal, India, PIN - 700040, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxxx6A, Aadhaar No: 81xxxxxxxx1822 Status : Representative, Representative of : PRABHUDARSHAN DEVELOPERS PRIVATE LIMITED (as Director)			
2	<b>Shri Jitesh Kumar Saha (Presentant)</b> Son of Late Narayan Chandra Saha Date of Execution - 08/03/2021, , Admitted by: Self, Date of Admission: 08/03/2021, Place of Admission of Execution: Office	 <small>Mar 8 2021 11:45AM</small>	 <small>LTI 08/03/2021</small>	 <small>08/03/2021</small>
	38/2/4, Banamali Naskar Road, P.O:- Parnasree, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AVxxxxxx9D, Aadhaar No: 46xxxxxxxx8859 Status : Representative, Representative of : CAMBRIDGE REAL ESTATE MANAGEMENT PRIVATE LIMITED (as Director)			

Name	Photo	Finger Print	Signature
<b>Shri DARSHIL SHAH</b> Son of Late Dipak Kumar Shah Date of Execution - 08/03/2021, , Admitted by: Self, Date of Admission: 08/03/2021, Place of Admission of Execution: Office	 <small>Mar 8 2021 11:45AM</small>	 <small>LT 08/03/2021</small>	 <small>08/03/2021</small>
68, Sarat Bose Road, Lansdown Motor Vehicles, P.O:- Townsend Road, P.S:- Bullygunge, District:- South 24-Parganas, West Bengal, India, PIN - 700025, Sex: Male, By Caste; Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AXxxxxxx9D, Aadhaar No: 50xxxxxxxx1956 Status : Representative, Representative of : PRABHUDARSHAN DEVELOPERS PRIVATE LIMITED (as Director)			

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Saroj Kumar Ram</b> Son of Late A K Ram Alipore Police Court, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027	 <small>08/03/2021</small>	 <small>08/03/2021</small>	 <small>08/03/2021</small>
Identifier Of Shri Haradhan Ghosh, Shri Jitesh Kumar Saha, Shri DARSHIL SHAH			





Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
	PRABHUDARSHAN DEVELOPERS PRIVATE LIMITED	CAMBRIDGE REAL ESTATE MANAGEMENT PRIVATE LIMITED-49.26 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	PRABHUDARSHAN DEVELOPERS PRIVATE LIMITED	CAMBRIDGE REAL ESTATE MANAGEMENT PRIVATE LIMITED-62 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	PRABHUDARSHAN DEVELOPERS PRIVATE LIMITED	CAMBRIDGE REAL ESTATE MANAGEMENT PRIVATE LIMITED-69 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	PRABHUDARSHAN DEVELOPERS PRIVATE LIMITED	CAMBRIDGE REAL ESTATE MANAGEMENT PRIVATE LIMITED-6 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	PRABHUDARSHAN DEVELOPERS PRIVATE LIMITED	CAMBRIDGE REAL ESTATE MANAGEMENT PRIVATE LIMITED-0.5 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	PRABHUDARSHAN DEVELOPERS PRIVATE LIMITED	CAMBRIDGE REAL ESTATE MANAGEMENT PRIVATE LIMITED-44960.00000000 Sq Ft

## Land Details as per Land Record

District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: Rashpunja, Mouza: Raspunj, JI No: 15, Pin Code : 743503

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1145, LR Khatian No:- 1473/1		Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 1146, LR Khatian No:- 1743/1		Seller is not the recorded Owner as per Applicant.
L3	LR Plot No:- 1226, LR Khatian No:- 1743/1		Seller is not the recorded Owner as per Applicant.
L4	LR Plot No:- 1228, LR Khatian No:- 1743/1		Seller is not the recorded Owner as per Applicant.
L5	LR Plot No:- 1144, LR Khatian No:- 1743/1		Seller is not the recorded Owner as per Applicant.

On 03-03-2021

**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 5,27,77,342/-



**Samar Kumar Pramanick**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - I | SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**

On 06-03-2021

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

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

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

Presented for registration at 11:22 hrs on 08-03-2021, at the Office of the D.S.R. - I | SOUTH 24-PARGANAS by Shri Jitesh Kumar Saha ,

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

Execution is admitted on 08-03-2021 by Shri Haradhan Ghosh, Director, PRABHUDARSHAN DEVELOPERS PRIVATE LIMITED, 13/2B, N.N. Ghosh Lane, P.O:- Regent Park, P.S:- Regent Park, District:-South 24-Parganas, West Bengal, India, PIN - 700020

Identified by Mr Saroj Kumar Ram, , Son of Late A K Ram, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

Execution is admitted on 08-03-2021 by Shri Jitesh Kumar Saha, Director, CAMBRIDGE REAL ESTATE MANAGEMENT PRIVATE LIMITED, 23, Banamali Naskar Road, P.O:- Parnasree, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060

Identified by Mr Saroj Kumar Ram, , Son of Late A K Ram, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

Execution is admitted on 08-03-2021 by Shri DARSHIL SHAH, Director, PRABHUDARSHAN DEVELOPERS PRIVATE LIMITED, 13/2B, N.N. Ghosh Lane, P.O:- Regent Park, P.S:- Regent Park, District:-South 24-Parganas, West Bengal, India, PIN - 700020

Identified by Mr Saroj Kumar Ram, , Son of Late A K Ram, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 15,053/- ( B = Rs 15,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 32/-, by online = Rs 15,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 08/03/2021 8:07AM with Govt. Ref. No: 192020210241193838 on 08-03-2021, Amount Rs: 15,021/-, Bank: SBI EPay ( SBIEPay), Ref. No. 4141358603535 on 08-03-2021, Head of Account 0030-03-104-001-16



Statement of Stamp Duty

Notified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/-  
online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 256870, Amount: Rs.100/-, Date of Purchase: 11/02/2021, Vendor name: H Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 08/03/2021 8:07AM with Govt. Ref. No: 192020210241193838 on 08-03-2021, Amount Rs: 75,021/-, Bank:  
SBI EPay ( SBlePay), Ref. No. 4141358603535 on 08-03-2021, Head of Account 0030-02-103-003-02

*S.K.*

**Samar Kumar Pramanick**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - II SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**

