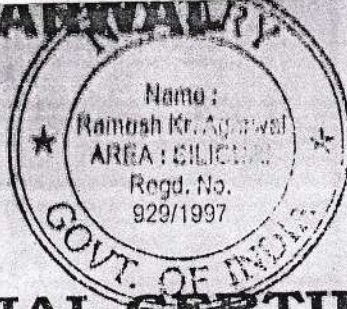


SH KR. AGARWAL

NOTARY

(Appointed by the Govt. of India)



P. N. B. Building
Hill Cart Road
P.O. Siliguri - 734001
Dist. Darjeeling
Phone : 2533490, 2431105
Cell : 94340-06684

Serial No. *101/1.3.2011*

NOTARIAL CERTIFICATE

(Pursuant to section 8 of the Notaries Act. 1952)

TO ALL TO WHOM THESE PRESENTS shall come, I, Sri Ramesh Kr. Agarwal, duly authorised by the Government of India to practice as a Notary do hereby verify authenticate, certify, attest as under the execution of the instrument annexed hereto collectively marked 'A' on its being executed, admitted and identified by the respective signatories and as also by Sri *Chandam, Man Singh* Advocate, as to the matters contained therein, Presented before me.

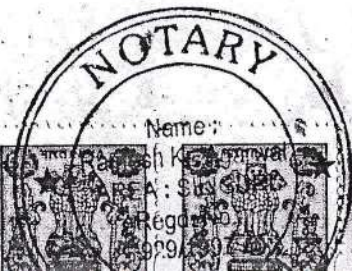
Accordingly to that this is to certify authenticate and Attest that the annexed instrument 'A' as is the :

AGREEMENT

PRIMA FACIE the annexed instrument 'A' appears to be usual procedure to serve and avail as needs or occasion shall or may required for the same.

In faith and testimony where of being required of a Notary, I, the said Notary do hereby subscribe my hand and affix my seal of office at Siliguri on this the *1st* day of *March* in the year of Chirst 20*11*

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION



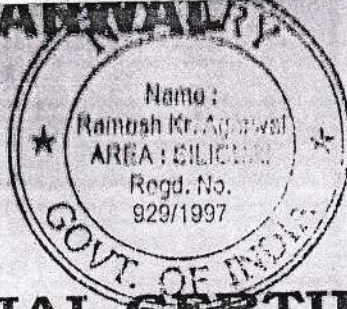
101.3.11
Ramesh Kr. Agarwal
RAMESH KR. AGARWAL
SILIGURI
NOTARY

Regd No 929/1997

RAMESH KR. AGARWAL

NOTARY

(Appointed by the Govt. of India)



P. N. B. Building
Hill Cart Road
P.O. Siliguri - 734001
Dist. Darjeeling
Phone : 2533490, 2431105
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Accordingly to that this is to certify authenticate and Attest that the annexed instrument 'A' as is the :

AGREEMENT

PRIMA FACIE the annexed instrument 'A' appears to be usual procedure to serve and avail as needs or occasion shall or may required for the same.

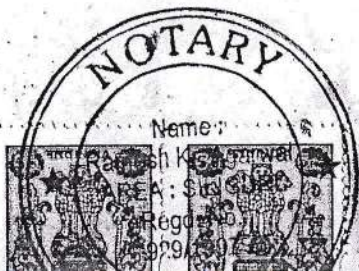
In faith and testimony where of being required of a Notary, I, the said Notary do hereby subscribe my hand and affix my seal of office at Siliguri on this the *1st* day of *March* in the year of Chirst 20*11*

SOLEMNLY AFFIRMED & DECLARED BEFORE ME ON IDENTIFICATION

1.3.11

Ramesh Kr. Agarwal
RAMESH KR. AGARWAL
SILIGURI
NOTARY

Regd No 929/1997



भारतीय गैर न्यायिक

बीस रुपये

Rs.20

रु.20

TWENTY
RUPEES

INDIA NON JUDICIAL



पश्चिम बंगाल WEST BENGAL

08AA 953641

AGREEMENT

THIS AGREEMENT IS MADE ON THIS THE 01ST DAY OF
MARCH 2011.

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

BEEKAY PLAZA PVT. LTD.

Ramesh Kr. Agarwal
NOTARY
SILIGURI

Director

01 MAR 2011



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: 2 :

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BEEKAY PLAZA PVT. LTD.
Director

BETWEEN

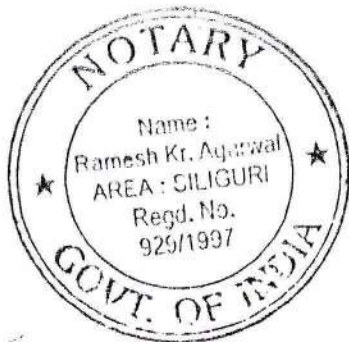
1. **SRI NARENDRA CHANDRA GARG** and 2. **SRI NIRMAL GARG**, both sons of Sri Yograj Garg, Hindu by faith, Indians by Nationality, Business by occupation, residing at Sevoke Road, Siliguri, P.O. and P.S. – Siliguri, in the District of Darjeeling, hereinafter called the "**FIRST PARTIES/LANDLORDS**" (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, successors, representatives, administrators and assigns), of the "**FIRST PART**".

A N D

BEEKAY PLAZA PRIVATE LIMITED, a Private Limited Company, registered under the Companies Act, 1956, bearing Certificate of Incorporation No.U 4520 WB 2001 PTC 93001 of 2001, having its Office at Sevoke Road, Siliguri, P.O. and P.S. – Siliguri, in the District of Darjeeling, represented by its **Director - Sri Nirmal Garg**, son of Sri Yograj Garg, hereinafter called the "**SECOND PARTY/DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to include its Directors, executors, successors-in-office, representatives, administrators and assigns) of the "**SECOND PART**".

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

[Handwritten signature]
Ramesh Kr. Agarwal
NOTARY



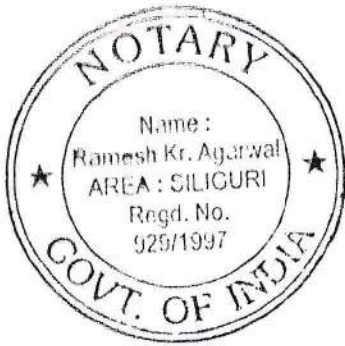
: 3 :

BEEKAY PILLAI P.V.L.L.L.
Director

I. A) WHEREAS **SRI NARENDRA CHANDRA GARG** (The First Party No.1 of these present), by virtue of three separate Sale Deeds, i) Dtd.24-11-2007, being Document Nos.2815 for the year 2007, ii) Dtd.19-11-2007, being Document No.2816 for the year 2007 and iii) Dtd. 24-11-2007, being Document No.2817 for the year 2007, all the Deeds registered in the Office of the Addl. Dist. Sub-Registrar Siliguri-II at Bagdogra, became the sole, absolute and exclusive owner of all that piece or parcel of land measuring **2.33 Acres**, forming part of **R.S. Plot No.95** corresponding to **L.R. Plot No.323**, recorded in Khatian No.73 and land measuring **2.60 Acres**, forming part of **R.S. Plot No.97** corresponding to **L.R. Plot No.325**, recorded in Khatian Nos.60 and 227, **IN TOTAL MEASURING 4.93 ACRES**, situated within Mouza-Baniakhari, J.L. No.55, Pargana-Patharghata, P.S. - Matigara, Sub-Div. - Siliguri, A.D.S.R.O. - Bagdogra, in the District of Darjeeling, having permanent, heritable and transferable right, title and interest therein and the said land was recorded in his name in the record of rights in L.R. Khatian No.379 from the Office of the B.L. & L.R.O., Shibmandir/Matigara.

B) AND WHEREAS **SRI NARENDRA CHANDRA GARG** (The First Party No.1 of these present), thereafter had converted the aforesaid land measuring 4.93 Acres from rupni to commercial residential, vide Order No.15/DLLRO/DJ/09, Dtd.04-03-2009, issued from the Office of the District Land and Land Reforms Officer, Darjeeling.

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION



[Handwritten signature]

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BEEKAY PLAZA PVT. LTD.
Director

: 4 :

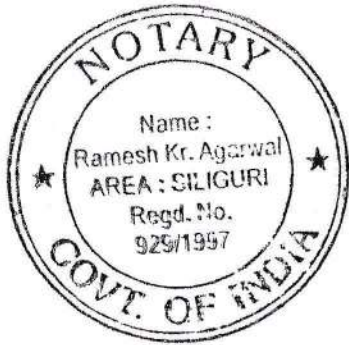
II. A) AND WHEREAS **SRI NIRMAL GARG** (The Second Party No.2 of these present), by virtue of three separate Sale Deeds, i) Dtd.03-02-2003, being Document No.1224 for the year 2003, ii) Dtd.03-02-2003, being Document No.1225 for the year 2003 and iii) Dtd.24-11-2007, being Document No.2818 for the year 2007, all the Deeds registered in the Office of the Addl. Dist. Sub-Registrar Siliguri-II at Bagdogra, became the sole, absolute and exclusive owner of all that piece or parcel of land measuring **2.63 Acres**, forming part of **R.S. Plot No.96** corresponding to **L.R. Plot No.324**, recorded in Khatian Nos.165 and 166 and land measuring **0.33 Acres**, forming part of **R.S. Plot No.97** corresponding to **L.R. Plot No.325**, recorded in Khatian No.60, **IN TOTAL MEASURING 2.96 ACRES**, situated within Mouza-Baniakhari, J.L. No.55, Pargana-Patharghata, P.S. - Matigara, Sub-Div. - Siliguri, A.D.S.R.O. - Bagdogra, in the District of Darjeeling, having permanent, heritable and transferable right, title and interest therein and the said land was recorded in his name in the record of rights in L.R. Khatian No.204 from the Office of the B.L. & L.R.O., Shibmandir/Matigara.

B) AND WHEREAS **SRI NIRMAL GARG** (The Second Party No.2 of these present), thereafter had converted the aforesaid land measuring 2.96 Acres from rupni to commercial residential, vide Order No.16/DLLRO/DJ/09, Dtd.04-03-2009, issued from the Office of the District Land and Land Reforms Officer, Darjeeling.

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

[Handwritten signature]
21.3.11

Ramesh Kr. Agarwal
NOTARY



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BEEHAY PLAZA PVT. LTD
Director

: 5 :

AND WHEREAS **SRI NARENDRA CHANDRA GARG** and **SRI NIRMAL GARG** (The First Parties/Landlord of these present) being desirous of constructing a residential complex on the aforesaid land, have approached the second party to promote a residential complex on the said land.

AND WHEREAS the second party accepted the offer of the first parties to promote a residential complex under certain terms and conditions mentioned hereinunder.

AND WHEREAS in order to avoid future disputes and differences between the parties it has been thought fit and proper to put into writing the terms and conditions as mutually agreed by and between the parties.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-

1. THAT the second party will promote the said complex on the plot of land mentioned in the schedule given hereinbelow, as per plans, elevations, designs, drawings and specifications approved by the appropriate authority/ies and shall for the identity of the building use appropriate nomenclature of its choice.

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION
[Handwritten signature]
02.3.12



[Handwritten signature]

~~BEEKAN PLAZA PVT. LTD.
30-11-11~~
Director

: 6 :

2. That the first parties hereby declare that the Schedule land is free from all encumbrances, charges, liens, lispens, acquisition, requisitions, claims and demands whatsoever or howsoever.

3. That the Second Party shall be entitled to sale the entire constructed area in the complex to be constructed.

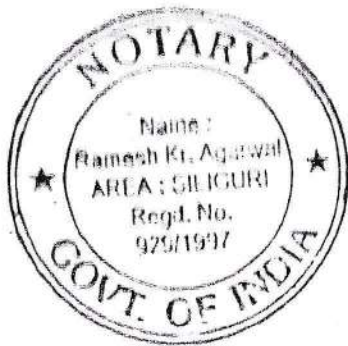
4. That the second party shall be entitled to realise and receive advances and sale consideration of the total constructed area.

That the First Parties shall be entitled to 30% (thirty percent) of the sale proceeds/consideration and the second party shall be entitled to 70% (seventy percent) of the sale proceeds/consideration.

5. That the amount received in the manner as aforesaid by the second party is the full consideration against the right given to the second party to construct the said complex and 30% of the sale proceeds received by the first parties is the value of land.

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

[Handwritten signature]
21.3.11
Ramesh Kr. Agarwal



: 7 :

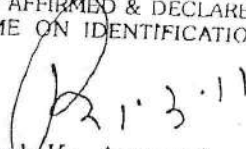
6. That the first parties shall execute all necessary papers and documents from time to time as may be required by the second party for construction of the said complex and transfer of the title of the total constructed area in favour of the intending purchasers.

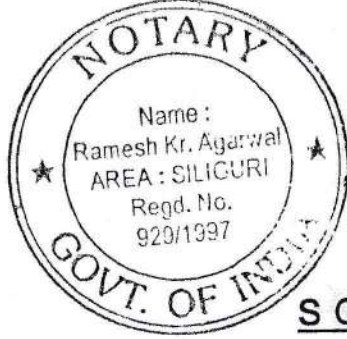
7. THAT both the parties shall bear their respective proportionate statutory impositions and/or tax liabilities. The capital gain, wealth tax, income tax and/or any other taxes that may arise due to the development of the property shall be borne by the parties in proportion to their share in the said complex.

8. That the parties hereby declare that they have entered into this agreement purely as a contract and nothing contained herein shall be deemed to construe as a partnership between them or as a joint venture in any manner nor shall the parties hereto constitute an Association of persons.

9. THAT the second party shall construct the said complex at its own cost and engaging direct labourers or through the contractor/s of its choice as per approved plan and the second party shall construct the said complex in accordance with the rules and guidelines of the newly formed Siliguri Jalpaiguri Development Authority and if any violation is made then the second party will be solely responsible.

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION


Ramesh Kr. Agarwal
NOTARY



: 8 :

SCHEDULE

All that piece or parcel of land measuring 7.89 Acres, situated within Mouza - Baniakhari, J.L. No. 55, under Gram Panchayet area, Pargana - Patharghata, P.S. - Matigara, Sub-Div. - Siliguri, A.D.S.R.O. - Bagdogra, in the District of Darjeeling.

<u>R.S.</u> <u>Plot No.</u>	<u>L.R.</u> <u>Plot No.</u>	<u>L.R.</u> <u>Khatian No.</u>	<u>Area of Land</u>
95	323	379	2.33 Acres
96	324	204	2.63 Acres
97	325	379	2.60 Acres
97	325	204	0.33 Acres
			<u>Total :-7.89 Acres</u>

The said land is bound and butted as follows :

By North : Govt. Nala and then land of Beekay Auto Pvt. Ltd.,

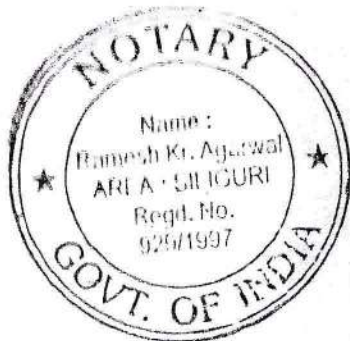
By South : 33 Feet wide Anchal Road,

By East : Land of Chandu Oraon and SK Agarwal,

By West : Land of Bigu Munda and Basila Oraon.

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION


~~BEEKAY AUTO PVT. LTD.~~
Director



: 9 :

IN WITNESSES WHEREOF the parties hereto have set and subscribed their respective hands on this AGREEMENT on the day, month and year first above written.

WITNESSES :

वैदिक

1. Kailash ch. Aggarwal
S/o. Late B.R. Aggarwal
Sevoke Road, Siliguri

(FIRST PARTIES)

2. P. Dey
Biswajit Dey
S/o Late Satya Ranjan Dey
Pradhan Nagar,
Siliguri

BEEKAY PLAZA PVT. LTD.

Director

(SECOND PARTY)

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

21.3.11
Ramesh Kr. Agarwal
NOTARY
SILIGURI