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Certified that the Document is genuine & registered by Registrars. The Stamp and Serial No. of the document are the part of this Document.

Registrar of Assurances-1, Kolkata

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THIS DEVELOPMENT AGREEMENT made and executed at Kolkata on this the 26th day of July 2017 [TWO THOUSAND AND SEVENTEEN] BETWEEN

Swainshy

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44626

Sold to..... Saumen Ch. Roy
 Address.....
 Value for.....

26 JUL 2017

L.S.V., High Court
 Abhijit Sarkar
 High Court, A.S

2, Bright St

Kol-19



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 (Post 7-11-17)
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ADDITIONAL REGISTRAR
 OF ASSURANCES, KOLKATA
 26 JUL 2017

SAUMISH CHANDRA ROY [PAN ACWPR7450B] son of Late Sourish Chandra Roy, by faith – Hindu, by Occupation – Businessman residing at 2, Bright Street, Police Station – Karaya, Post Office – Ballygunge, Kolkata – 700 019, hereinafter referred to as the '**OWNER**' (which term or expression shall unless be excluded by or repugnant to the subject or context be deemed to mean and include his heirs, helresses, legal representatives, executors, administrators and/or assigns) of the **ONE PART**

AND

ARRJAVV BUILDER PRIVATE LIMITED [PAN AAMCA3441L], a private limited company incorporated under the provisions of the Companies Act, 1956 as extended by the Companies Act 2013 , having its registered office at 54A, Sarat Bose Road, Police Station - Ballygunge, Kolkata – 700 019, represented by its Director **Mr. Harsh Jain** son of Sri Mahendra Jain working for gain at 54A, Sarat Bose Road, Police Station - Ballygunge, Kolkata – 700019, hereinafter referred to as the '**DEVELOPER**' (which term or expression shall unless be excluded by or repugnant to the subject or context be deemed to mean and include its successor or successor-in-interest / office and/or assigns) of the **OTHER PART**

W H E R E A S:

- A. In this Agreement wherever the context so permits the Owner and the Developer are collectively referred to as the 'Parties' and individually as a Party.
- B. By a registered indenture dated 9th October 1920 (hereinafter referred to as the 1920 DEED) and made between Smt. Indira Debi therein referred to as the Vendor of the One Part and Maharaja Bahadur Kshaunnish Chandra Roy therein referred to as the Purchaser of the Other Part and registered at the office of the District Registrar, 24 Parganas and recorded in Book No. I Volume No. 119 pages 96 to 100 **Being No. 4969** for the year 1920 the said Smt. Indira Debi sold transferred and conveyed unto and in favour of the said Maharaja Bahadur Kshaunnish Chandra Roy





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ALL THAT the two storied building together with all that the homestead land comprised in Municipal Premises No. 2 Bright Street, Kolkata 700 019, within the territorial jurisdiction of the Karaya Police Station and within the local limits of ward No. 65 of the Kolkata Municipal Corporation and commonly known as NADIA HOUSE containing by estimation an area admeasuring **4 (Four) Bighas** (be the same a little more or less) TOGETHER WITH the buildings and structures standing thereon (more fully and particularly mentioned and described in the **SCHEDULE** thereunder written and also in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the said **ENTIRE PROPERTY/ENTIRE PREMISES**) at or for the consideration and subject to the terms and conditions contained and recorded in the said **1920 DEED**.

- C. The said Maharaja Bahadur Kshaunnish Chandra Roy died intestate on or about 22nd May 1928 leaving him surviving his only son Sourish Chandra Roy as his only heir and/or legal representative who upon his death became entitled to the said Entire Property.
- D. The said Sourish Chandra Roy (hereinafter referred to as the **DECEASED**) also died on 17th May 1996 leaving him surviving his widow Smt. Tusharika Roy, his married daughter Smt. Rajyasree Ganguli and his only son Saumish Chandra Roy also known as Soumish Chandra Roy as his only heirs and/or legal representatives to his estate and at or before his death the said Deceased made and published his Last Will and Testament dated 5th January 1993 (hereinafter referred to as the said **WILL**) whereby and whereunder he appointed Smt. Tusharika Roy, Smt. Rajyasree Ganguli and Saumish Chandra Roy as the joint Executors/Executrix.
- E. By and under the said Will the said Deceased divided the said Entire Property into four parts namely **LOT A** containing by estimation an area admeasuring **542.50 Sq. mtrs** more or less together with the building and structures standing thereon being the northern portion of the said Entire Property, **LOT B** containing by estimation an area admeasuring **623.50 Sq.mtrs** more or less together with the structures standing thereon being the western portion of the said Entire Property,





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LOT C containing by estimation an area admeasuring **3800.5725 Sq.mtrs** more or less together with the building standing thereon AND **LOT D** containing by estimation an area admeasuring **124.1875 Sq.mtrs** more or less reserved as a common passage.

- F. By and under the said Will the said Deceased gave bequeathed and devised the said LOT B unto and in favour of his son Saumish Chandra Roy, the said LOT A unto and in favour of his daughter Smt. Rajyasree Ganguli and the said LOT C unto and in favour of his wife absolutely and forever and the said LOT D to be used as a common passage.
- G. In pursuance of an application having been filed in the Hon'ble High Court, Calcutta in its testamentary and intestate jurisdiction being PLA No. 287 of 1999 probate in respect of the said Will was granted in favour of Smt. Tusharika Roy, Saumish Chandra Roy and Rajyasree Ganguli.
- H. By a Deed of Assent dated 10th December 1998 and made between Smt. Tusharika Roy and Saumish Chandra Roy therein collectively referred to as the Joint Executors of the One Part and Soumish Chandra Roy also known as Saumish Chandra Roy therein referred to as the Beneficiary and/or legatee of the Other Part and registered at the office of the Additional Registrar of Assurances, Calcutta in book No. 1 Volume No. 57 Pages 77 to 88 Being No. 3189 for the year 1998 the said Executors duly assented to the transfer of the said LOT B containing by estimation an area of 623.5 sq. mtrs (more or less) together with the structures standing thereon being the West Block of the said Entire Property unto and in favour of the said Saumish Chandra Roy, the Owner herein.
- I. By a registered Deed of Gift dated 23rd December 1998 and made between Smt. Tusharika Roy therein referred to as the Donor of the One Part and Soumish Chandra Roy alias Saumish Chandra Roy therein referred to as the Donee of the Other Part and registered at the office of the Additional Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 7, Pages 444 to 455 **Being No.**



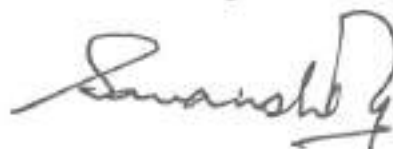




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452 for the year 1999 the said Smt. Tusharika Roy in consideration of natural love and affection which she had for her son namely the Owner herein transferred, conveyed, granted, assigned and assured by way of Gift **all that** the said **LOT C** containing by an area admeasuring **3800.5725 Sq.mtrs** more or less together with the building and structures standing thereon being the northern portion of the said Entire Property and/or the entirety of her right title interest into or upon the said Entire Property unto and in favour of the Owner herein absolutely and forever.

- J. The Owner thus became entitled to the said Entire property excepting the said LOT A which had been bequeathed by the said Deceased in favour of his daughter Smt. Rajyasree Ganguli and the said LOT D being reserved as common passage meant for common use.
- K. Disputes and differences having arisen between the Owner and his sister, Smt. Rajyasree Ganguli the said Smt. Rajyasree Ganguli filed an application being G.A. No. 2218 of 2012 in PLA No. 287 of 1997 inter alia for the following reliefs:
- i) A direction be made upon the respondent to forthwith vacate the said premises situated at No. 2 Bright Street, Kolkata 700 019
 - ii) A direction be made upon the Respondent to hand over the entire estate of the said deceased including assets at Nadia District to the petitioner, including moveables and immoveables and especially those mentioned in the affidavit of assets
 - iii) Leave be granted to the petitioner to construct four buildings at the said premises No. 2 Bright Street, Kolkata 700 019 and a direction be made upon the respondent not to interfere with the construction activity
 - iv) Leave be granted to the petitioner to defray necessary expenditure for construction from the estate of the testator
 - v) The Respondent be removed and discharged from office of executor ship
 - vi) An order or injunction be passed restraining the respondent from intermeddling with the estate of the deceased or with administration thereof or with the said premises No. 2 Bright Street, Kolkata 700 019 in any manner whatsoever

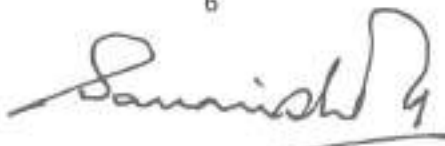




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- vii) In the event the Hon'ble court is of the opinion that an independent person be appointed for the purpose of administration of the estate of the deceased, a fit and proper person be appointed as Administrator Pendente lite and be directed to do the following :
- a) Take possession of the entire estate of the deceased including premises situated at No.2 Bright Street, Kolkata 700 019
 - b) The parties herein be directed to vacate the said premises situated at No. 2 Bright Street, Kolkata 700 019 and not intermeddle in the administration of the estate of the deceased in any manner whatsoever
 - c) Take control of the moveables of the deceased
 - d) Cause construction of the four buildings contemplated under the said will of the said deceased and defray necessary expenditure therefor from the assets of the said deceased
- viii) In the event of the Hon'ble Court is of the view that Administrator Pendente lite ought not to be appointed and the petitioner should also not be permitted to administer the estate, in that event,
- a) The petitioner and the respondent be removed as executor
 - b) A fit and proper person appointed as executor who may be directed as follows:
 - i) Take possession of the entire estate of the deceased including the premises No. 2 Bright Street, Kolkata 700 019
 - ii) The parties be directed to vacate the said premises situated at No.2 Bright Street, Kolkata 700 019 and not intermeddle in the administration of the estate of the deceased in any manner
 - iii) Take control of the movables of the deceased
 - iv) Cause construction of four buildings contemplated under the said will of the deceased and defray necessary expenditure therefor from the assets of the deceased
 - v) Cause the equal division of the properties between the petitioner and the respondent
 - ix) Ad interim orders in terms of prayers above

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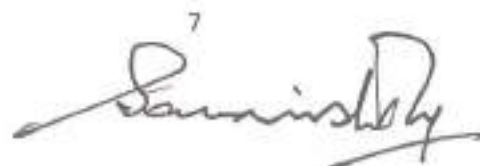
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x) Such further and/or other order or orders be passed, direction or directions be given as Your Lordships may deem fit and proper.

L. Through the intervention of mutual friends and/or well wishers and for the purpose of causing the said property to be freed of litigation the said Saumish Chandra Roy and the said Smt. Rajyasree Ganguli decided to settle all disputes and differences and accordingly executed a Terms of Settlement dated 25th July 2016 for being filed in the said proceedings.

M. The disputes between the Owner and the said Smt. Rajyasree Ganguly was finally settled in pursuance of the Terms of Settlement dated 25th July 2016 filed in the said proceedings as recorded therein.

N. For the purpose of making payment of the amount due and payable to the said Smt. Rajyasree Ganguly in terms of the said Terms of Settlement, the Owner had executed a Memorandum of Understanding dated 28th April 2017 with Arrjaw Builder Pvt. Ltd. whereby the Developer agreed to undertake development of ALL THAT the divided and demarcated portion of the said Entire Property containing by estimation an area of 33 Cottahs be the same a little more or less for the







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consideration and subject to the terms and conditions contained and recorded in the said memorandum of understanding (hereinafter referred to as the said **MOU**).

O. Both the parties acted in accordance with the terms of the said MOU and the said MOU was duly recorded in the proceedings filed in the Hon'ble High Court, Calcutta being G. A. No. 2218 of 2012.

P. The said MOU was duly filed in the said G. A. No. 2218 of 2012 and was duly recorded in an order dated 11th May 2017 passed by the Hon'ble High Court, Calcutta.

Q. By virtue of the said order dated 11th May 2017 passed by the Hon'ble High Court, Calcutta and upon compliance of the terms and conditions contained therein the said Smt. Rajyasree Ganguli ceased to have any right title interest claim or demand into or upon the said Entire Premises or any part or portion thereof.

R. In pursuance of an order dated 4th July 2017 a Deed of Conveyance dated 26th July 2017 was executed and registered between the Owner and the said Smt. Rajyasree Ganguli whereby the said Smt. Rajyasree Ganguli for the consideration therein

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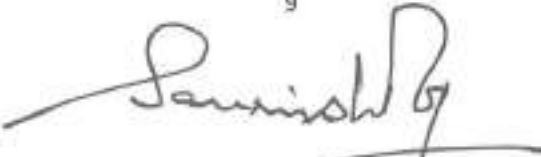
mentioned sold transferred and conveyed the entirety of her right title interest into or upon the said Entire Property including the Lot A and Lot D unto and in favour of the Owner herein.

S. In the events as hereinbefore recited the Owner has thus become well and sufficiently entitled to entirety of the said Entire Property/Entire Premises.

T. Subsequent to the said MOU dated 28th April 2017 and the subsequent developments which have taken place as aforesaid, the Owner has decided to cause the said Entire Property to be developed and consequently it has been agreed between the Owner and the Developer that the Developer will undertake the development of the said Entire Property for the consideration and subject to the terms and conditions hereinafter appearing.

U. The parties have thus agreed to enter into a definitive agreement for development of the Entire Property in supersession of the MOU dated 28th April, 2017 on the terms and conditions regarding development of the said Entire Property and are desirous of recording the same in writing.

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NOW THEREFORE IN CONSIDERATION OF THE ABOVE RECITALS AND THE MUTUAL COVENANTS HEREIN CONTAINED THE PARTIES HAVE AGREED as follows:

ARTICLE I - DEFINITIONS

- 1.1 In this Agreement unless the context otherwise permits the following expressions shall have the meanings assigned to them as under:
- i) **ARCHITECT** shall mean M/s. Agrawal & Agrawal of No.2/5, Sevak Baidya Street, Kolkata - 700029 or such other person or persons, firm or firms, who may be appointed by the Developer for designing and planning of the said New Building and/or buildings forming part of the Housing Project as defined hereinafter.
 - ii) **CONSENTS** shall mean the planning permission and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or desirable for the carrying out, completion, use and occupation of the Development and the New Building and/or Buildings.
 - iii) **COMMON PARTS AND PORTIONS** shall mean the common parts and portions of the said housing **project** to be used in common by all the Owners and occupiers of the said new building and/or buildings forming part of the Housing Project including the common roof.
 - iv) **COMMON ROOF** shall mean all that the remaining part or portion of the roof after providing for one reserved roof to be a part of common parts and portions.
 - v) **COMMERCIAL AREA** shall mean a part or portion of the said new building to be reserved for commercial purposes.
 - vi) **DEVELOPMENT AGREEMENT** shall mean this Agreement.

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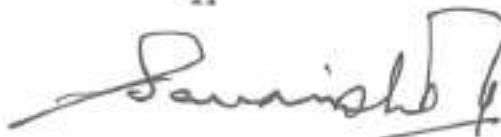
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- vii) **DEVELOPER** shall mean the said **ARRJAVV BUILDER PRIVATE LIMITED** and shall include its successor and/or successors in office/interest and/or assigns.
- viii) **DEVELOPER'S ALLOCATION** shall mean all that the 33% [Thirty Three Percent] of the total constructed and/or saleable area forming part of the said new building and/or buildings and/or housing project to comprise of various self contained flats units constructed spaces and car parking spaces together with proportionate undivided impartible share or interest in the Land forming part of the Entire Premises AND ALSO undivided proportionate share in common parts and portions.
- ix) **ENTIRE PROPERTY/ENTIRE PREMISES** shall mean ALL THAT the two storied building together with all that the homestead land comprised in Municipal Premises No. 2 Bright Street, Kolkata 700 019 commonly known as **NADIA HOUSE** containing by estimation an area of 4.00 Bighas (Four Bighas) (be the same a little more or less) TOGETHER WITH the buildings and structures standing thereon (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written).
- x) **FLATS/UNITS/APARTMENTS/CONSTRUCTED SPACES** shall mean the various flats units apartments constructed spaces and car parking spaces to be comprised in the new building and/or buildings and to be used for residential and/or commercial purposes and to be ultimately held and/or owned by various persons on Ownership basis.
- xi) **HOUSING PROJECT** shall mean the Housing project to be undertaken by construction erection and completion of new building and/or buildings at the said Entire Property as defined hereinafter and to be ultimately transferred to various intending purchasers on Ownership basis.







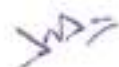
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- xii) **INTENDING PURCHASERS** shall mean the persons intending to acquire the various flats, units, apartments, constructed spaces and car parking spaces at the New Building on Ownership basis.
- xiii) **NEW BUILDING** shall mean and include the new building or buildings to be constructed erected and completed by the Developer in accordance with the map or plan to be sanctioned by the competent authority and/or authorities with such modifications and/or alterations as may be deemed necessary by the Architect of the New Building.
- xiv) **OCCUPANTS** shall mean the persons including the Concessionaire who are presently in occupation and/or permitted to use a part or portion of the said Entire Property.
- xv) **OWNER** shall mean the said Saumish Chandra Roy also known as Soumish Chandra Roy and shall include his heirs, legal representatives, executors, administrators, successors and/or assigns.
- xvi) **OWNER'S ALLOCATION** shall mean all that the 67% [Sixty Seven Percent] of the total constructed and/or saleable area forming part of the said New Building and/or Buildings and/or Housing Project to comprise of various self contained flats units constructed spaces and car parking spaces and together with all right or interest in the common roof of the new building or buildings or housing project and together with undivided proportionate impartible share or interest in the Land forming part of the Entire Premises AND ALSO undivided proportionate share in common parts and portions AND ALSO the divided and demarcated portion of the roof for exclusive use for the Owner.
- xvii) **OWNER'S RESIDENTIAL AREA** shall mean the top floor flats of the new building to be constructed at the said premises which shall comprise



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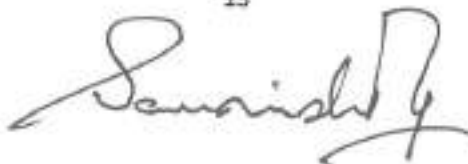
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of about **8000 Sq. ft.** (super built-up area) and shall form part or portion of the Owner's Allocation.

- xviii) **PLAN** shall mean all the Plan to be sanctioned by the authorities concerned and shall include such modifications and/or alterations made thereto from time to time and sanctioned by the authorities concerned.
- xix) **PROJECT** shall mean the development of the said ENTIRE PROPERTY by causing to be constructed thereon various new building and/or buildings in accordance with the map or plan which may be sanctioned by the authorities concerned.
- xx) **PROFESSIONAL TEAM** shall mean the Architects, Structural Engineers, Mechanical and/or Electrical Engineers, Surveyors and/or such other professional engaged and/or contracted by the Developer from time to time.
- xxi) **PRE DEVELOPMENT COSTS** shall mean the aggregate of all costs charges and expenses including all fees payable to Architects, Engineers and other Agents, sanction fee, legal expenses and all amounts incurred by the Developer prior to the Start Date.
- xxii) **RESERVED ROOF** shall mean and include the divided and demarcated portion of the roof admeasuring about 3000 Sq. Ft. more or less to form part of Owner's Residential Area and expressly reserved for the Owner and to form part of the Owner's Allocation.
- xxiii) **START DATE** shall mean the date of sanction of the Plan.
- xxiv) **SPECIFICATIONS** shall mean the specification with which the said new building and/or buildings shall be constructed, erected and completed (a



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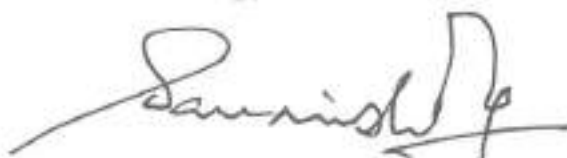
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detailed list of such specification of materials duly certified by the Architect is annexed hereto and will appear from the **SECOND SCHEDULE** annexed hereto) or such other specifications as may be varied and/or modified from time to time strictly as per the recommendation of the Architect.

- xxv) **SERVICES** shall mean the supply to and installation on the Property of electricity, water, drainage and other services.
- xxvi) **TOTAL DEVELOPMENT COSTS** shall mean the aggregate of all costs, fees and expenses relating with development work only wholly and exclusively expended or incurred by the Developer as more fully described in Article VII hereinafter.
- xxvii) **UNIT/FLAT** shall mean and include Flat/Unit/Apartment and/or Constructed Space in the New Building capable of being owned and enjoyed independent of each other.
- xxviii) **UNIT OWNER** shall mean such person or persons who may own or hold any Unit/Flat in the New Building.

ARTICLE II - INTERPRETATIONS

- 2.1 In this Agreement (save to the extent that the context otherwise so requires):
- i) Any reference to any act of Parliament/Assembly whether general or specific, and shall include any modification, extension or re-enactment of it for the time being in force and all instruments, notifications, amendments, orders, plans, regulations, bye laws, permissions or directions any time issued under it.





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- ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, supplemented or novated.
- iii) An obligation of the Developer in this Agreement to do something shall include an obligation to procure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, or allow the same to be done.
- iv) Words denoting one gender shall include other genders as well.
- v) Words denoting singular number shall include the plural and vice versa.
- vi) A reference to a statutory provision includes a reference to any notification, modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modifications made in this Agreement from time to time in force as mutually agreed upon by the parties hereto.
- viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- ix) All the Schedules shall have effect and be construed as an integral part of this agreement.

ARTICLE III – REPRESENTATIONS AND WARRANTIES

3.1 BY THE OWNER :-

At or before execution of this Agreement the Owner has assured and represented to the Developer as follows:

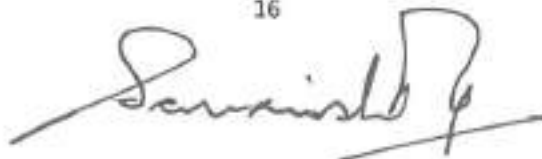
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- i) That the Owner is the Owner of the said Entire Property (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written);
- ii) That excepting that a part or portion of the said Entire Property is presently in occupation of various persons, the said Entire Property is otherwise free from all encumbrances, charges, liens, lispendens attachments and trusts whatsoever or howsoever and the Owner has a marketable title in respect thereof;
- iii) That the original of the said 1920 Deed has been lost and/or misplaced and/or cannot be traced out and that the Owner has not deposited the same with any other person;
- iv) That the Owner has caused appropriate advertisements to be made in the Statesman dated 21st May 2017, with regard to the said 1920 Deed having been Lost and/or could not be traced out and no person has claimed any right in respect of the said Entire Property or under the said 1920 Deed;
- v) That the terms and conditions of this Development Agreement are fair and reasonable and for the benefit of the parties hereto and that the Owner was under no coercion to enter into this agreement;
- vi) That there is no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act 1976 comprised in the said Entire Property;
- vii) That all municipal rates taxes and other outgoings payable in respect of the Entire property and/or Property for Development have been paid and/or shall be paid by the Owner;
- viii) None of the occupants in the said Entire Premises is a thikka tenant nor has so far claimed to be a thikka tenant.
- ix) There is a suit pending in the District Court at Alipore filed by the Owner for initiating the eviction process of an occupant.



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3.2 Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Developer has agreed to enter into this agreement and has parted with the amount as hereinafter appearing.

3.3 **BY THE DEVELOPER :-**

- i) The Developer has caused independent and necessary searches in the relevant registration offices, courts and in all other statutory departments of the Govt. of West Bengal and have satisfied itself with regard to the title of the Owner in respect of the said **Entire Property and/or Entire Premises**.

ARTICLE IV – COMMENCEMENT DATE AND DURATION

- 4.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution and registration of these presents (hereinafter referred to as the **COMMENCEMENT DATE**).
- 4.2 This Agreement shall remain in full force and effect until such time the said Housing Project is completed in all respects.

ARTICLE V - TITLE - INDEMNIFICATION

- 5.1 The Developer is prima facie satisfied as to the title of the Owner in respect of the said Entire property and has completely relied on the aforesaid representations made by the Owner. However, in the event of any person claiming any right under the said 1920 Deed or in the event of there being any defect in title it shall be the obligation of the Owner to cure such defects at his own cost and shall keep the Developer and/or its successor and/or successors saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.

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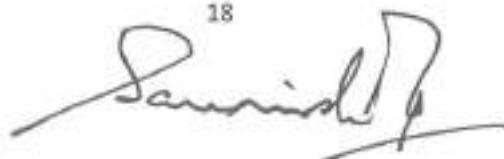


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ARTICLE VI – GRANT OF DEVELOPMENT RIGHT

6.1 In consideration of the mutual covenants AND in further consideration on the part of the Developer herein to pay the deposit amount AND in further consideration of the Developer having agreed to undertake development of the said Property for Development and to incur all costs charges and expenses in connection therewith , the Owner has agreed to grant the exclusive right of development in respect of the said Entire Property unto and in favour of the Developer herein and in order to enable the Developer to undertake development of the said Entire Property by causing to be constructed erected and completed new building and/or buildings in accordance with the plan to be sanctioned by the authorities concerned, the Developer is hereby authorized and shall :

- i) apply for and obtain all consents, approvals, sanctions and/or permissions as may be necessary and/or required for undertaking development of the said Entire Property;
- ii) take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the Property for Development or any adjoining or neighbouring Property and which need to be diverted for undertaking the development work;
- iii) install all electricity, gas, water, telecommunications and surface and foul water drainage to the Entire Property and shall ensure that the same connects directly to the mains;
- iv) serve such notice/notices and enter into such agreement/agreements with statutory undertakers or other companies as may be necessary to install the services;
- v) give all necessary or usual notices under any statute affecting the demolition and clearance of the Entire Property, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said Entire Property and pay all costs, fees and outgoings incidental to or consequential on, any such notice and





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- indemnify and keep indemnified the Owner from and against all costs, charges, claims, actions, suits and proceedings.
- vi) remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the Plan and has agreed to keep the Owner saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings;
 - vii) remain responsible for any accident and/or mishap caused by any act of the Developer while undertaking construction and completion of the said new building and/or buildings in accordance with the said Plan which shall be sanctioned by authorities concerned and has agreed to keep the Owner saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings;
 - viii) comply and/or procure compliance with, all conditions attaching to the building permission and any other permissions which may be granted during the course of development.
 - ix) comply or procure compliance with, all statutes and any enforceable codes of practice of the Municipal Corporation or other authorities affecting the Entire Property or the development thereof;
 - x) take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts, deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said Entire Property;
 - xi) incur all costs, charges and expenses for the purpose of constructing, erecting and completing the said new building and/or buildings in accordance with the Plan to be sanctioned by the authorities concerned;
 - xii) make proper provision for security of the said Entire Property during the course of development;

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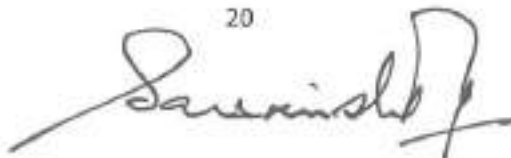
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- xiii) not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said Entire Property or any part or portion thereof;
- xiv) not expose the Owner to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as may be necessary and/or required for the purpose of construction, erection and completion of the said new building;
- xv) To remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the said new building and/or buildings in accordance with the Plan and to pay perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be paid performed and observed.

ARTICLE VII - TOTAL DEVELOPMENT COSTS

- 7.1 The Developer shall incur all development costs including all costs, fees and expenses wholly and exclusively expended or incurred by the Developer, including, without limitation, the items listed below:
- i) The proper costs of obtaining planning permissions in respect of the development (including fees of the architects, surveyors or consultants relating thereto) together with planning and building regulation fees, fees payable to statutory undertakers and other fees necessary to secure all required consents and any costs in entering into and complying with any agreement or any legislature of similar nature;
 - ii) The proper costs of investigations, surveys, and tests in respect of soil, drains, structures and rights of light;
 - iii) The proper costs to be incurred and/or payable to architects, surveyors, engineers, quantity surveyors or others engaged in respect of the development;



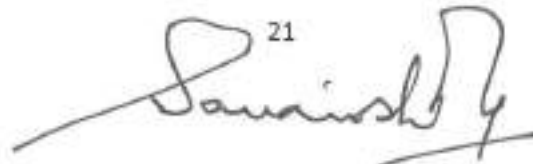


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- iv) all rates, water rates or any other outgoings or impositions lawfully assessed in respect of the Entire Property or on the Owners or occupiers of it, in respect of the Development and all costs of maintaining and repairing the Development in so far as in all such cases the responsibility therefore is not assumed by or recoverable from any third party;
- v) All other sums properly expended or incurred by the Developer in relation to carrying out the completion of the Development;
- vi) All proper costs and interests and other finance costs payable by the Developer for undertaking development

ARTICLE VIII - APPROVED PLANNING

- 8.1 Immediately after the execution of this Agreement or so soon thereafter, the Owner shall permit the Developer and/or its authorized representative to enter upon the said Entire Property and set up a site office at the said premises and the Developer and/or any person authorized by it shall be entitled to and is hereby authorized:
- i) to have the lands surveyed
 - ii) to cause the soil to be tested
 - iii) To carry out all preliminary works for the purpose of undertaking development of the said Entire Property.
- 8.2 The Developer shall prepare or cause to be prepared a map or plan for being submitted to Kolkata Municipal Corporation for sanction and the said Plan shall envisage construction of a new building substantially for residential purposes excepting that the ground floor or a part thereof shall be for commercial purposes (hereinafter referred to as the **COMMERCIAL AREA**) as may be approved and recommended by the Architect and as such the said plan shall envisage construction of a new building for mixed purposes;

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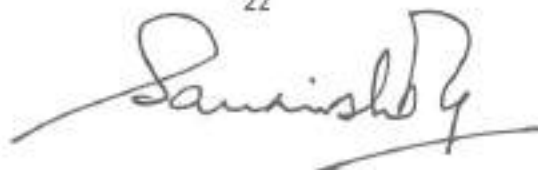


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- 8.3 The Developer shall cause the map or plan to be prepared by the Architect in respect of the said Housing Project. The Owner and/or his authorized representative shall be entitled to participate in the meetings with the Architect and the Architect shall incorporate the requirements and priorities of the Owner as may be required in terms of this agreement, however in the event of any conflict of opinions the opinion of the Architect in this regard shall be binding upon both the Developer and the Owner.
- 8.4 Any amount which may be required to be paid for preparation of the said plan including the sanction fee shall be paid borne and discharged by the Developer;
- 8.5 The flats forming part of the top floor of the said new building have been reserved by the Owner and will be provided with a capsule lift and also lobbies exclusively serving the top floor and the same will form part of the Owner's Allocation (hereinafter referred to as the said **OWNER'S RESIDENTIAL AREA**).
- 8.6 The Owner agrees and undertakes to sign and execute all maps, plans, application and other deeds documents and instruments as may be necessary and/or required from time to time for the purpose of sanction of the said Plan and the Developer in the name of the Owner shall be entitled to apply for and obtain all necessary permissions, approvals, consents and/or sanctions as may be necessary and/or required from time to time.
- 8.7 The said Plan shall be prepared in a manner ensuring maximum utilisation of the Floor Area Ratio (FAR) and the said Plan shall be prepared by the Architect who may be engaged by the Developer.

ARTICLE IX- DEPOSIT

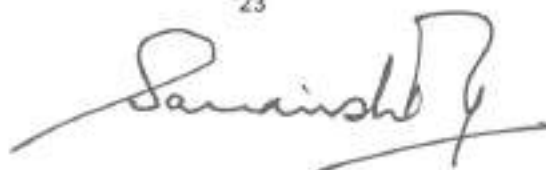
- 9.1 The Developer has agreed to keep in deposit with the Owner an aggregate sum of Rs. 15,00,00,000/- (Rupees Fifteen Crores Only) (hereinafter referred to as the **DEPOSIT AMOUNT**);
- 9.2 Out of the said Deposit Amount the Developer has paid and/or has caused to be paid on behalf of the Owner a sum of Rs. 3,00,00,000/- (Rupees Three Crores





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- Only) as recorded in an Order dated 11th May 2017 passed in the said proceedings being G.A. No. 3021 of 2016 in PLA No. 287 of 1997 (which amount the Owner doth admit and acknowledge to have been received);
- 9.3 The Developer has also paid for and on behalf of the Owner to Smt. Rajyasree Ganguli a further sum of Rs. 8,65,00,000/- (Rupees Eight Crores and Sixty Five Lakhs Only) (which amount the Owner doth hereby admit and acknowledge to have received);
- 9.4 At or before the execution of this Agreement, Developer has paid to the Owner the remaining sum of Rs.3,35,00,000/- (Rupees Three Crores and Thirty Five Lakhs Only) forming part of the said Deposit Amount (which amount the Owner doth hereby admit and acknowledge to have received);
- 9.5 The said Deposit Amount shall be held by the Owner free of interest and shall become refundable and/or be adjusted and appropriated in the manner as hereinafter stated;
- 9.6 Out of the said Deposit Amount a sum of Rs. 5,00,00,000/- (Rupees Five Crores Only) shall be refunded by the Owner to the Developer within 15 days of the completion of the Owner's Allocation but before taking over possession of the Owner's Allocation as hereinafter stated and the remaining sum of Rs. 10,00,00,000/- (Rupees Ten Crores Only) shall be adjusted and appropriated out of the Owner's Allocation at the rate of Rs. 13,000/- (Rupees Thirteen Thousand Only) per sq. ft. on saleable area and at the rate of Rs. 13,00,000/- (Rupees Thirteen Lakhs Only) for each car parking space forming proportionate part of the Owner's Allocation.
- 9.7 The Developer at the request of the Owner has made payment of a sum of Rs.30,80,000/- (Rupees Thirty Lakhs and Eighty Thousand Only) towards payment of Stamp Duty and Registration Charges for registration of the Deed of Conveyance in favour of Saumish Chandra Roy (as Purchaser therein) by Rajyasree Ganguli (as Vendor therein) and the said amount has been paid out of the security deposit amount agreed to be paid by the Developer.
- 9.8 If for any reason the said sum of Rs. 5,00,00,000/- (Rupees Five Crores Only) is not refunded by the Owner to the Developer simultaneously with the taking over





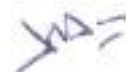
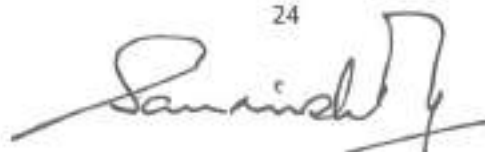
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possession of the Owner's Allocation then and in that event until such time the said sum of Rs. 5,00,00,000/- (Rupees Five Crores Only) is refunded the same shall carry interest at the rate of 12% (twelve percent) per annum PROVIDED HOWEVER if the Owner shall fail to refund the said sum of Rs. 5,00,00,000/- (Rupees Five Crores Only) within a period of 12 (twelve) months from the date the same has become refundable then and in that event the said sum of Rs. 5,00,00,000/- (Rupees Five Crores Only) together with the interest at the rate of 12% (twelve percent) per annum accrued due thereon shall be adjusted and appropriated out of the Owner's Allocation at the market rate then prevailing and for the purpose of determination of the market rate shall be the price at which any Flat/Unit is last sold in the said building.

ARTICLE X – OCCUPANTS

- 10.1 Certain parts and portions of the said Entire Property are in occupation of certain persons (details whereof will appear from the **Fourth Schedule** hereunder written);
- 10.2 A part or portion of the said Entire Property has been permitted for use by the Owner to Mr. Mantu Saha (hereinafter referred to as the **CONCESSIONAIRE**) for holding marriage and other ceremonies);
- 10.3 The Developer shall be entitled on behalf of the Owner to negotiate with the said Occupants for obtaining vacant possession of the parts and portions in their respective occupations on such terms and conditions as may be agreed between the Developer and the said Occupants it being expressly agreed and understood that at or before settling the terms and conditions with such Occupant the Developer shall obtain the consent of the Owner in writing. Within fifteen months from the date of execution of this Agreement it is expected that the said occupants and the Concessionaire would vacate the areas in their respective occupation and/or cease to use any part or portion of the said Entire Property and all costs charges and expenses in connection therewith shall be paid borne and discharge by the Developer on account of the Owner and the amount so





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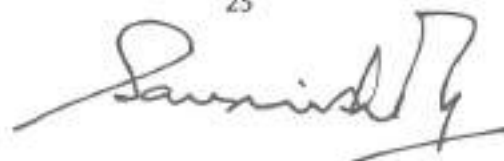
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paid shall be adjusted and/or appropriated out of the Owner's Allocation by way of buy back at the rate as mentioned in clause 9.6 hereinabove;

- 10.4 In the event any of the occupants has to be provided with any space in the New Building the same shall be provided out of the Owner's Allocation. However the Developer shall be liable to take the Owner's consent in writing before making any commitment whatsoever to any of the occupants.
- 10.5 It is hereby made expressly clear that in the event of the said occupants and concessionaire refusing to vacate the portions in their respective occupation the Developer shall be entitled to undertake development of the remaining parts and portions of the said Entire Property and to avail of the FAR allocable to the Entire property with the intent and object that the Developer shall be entitled to proceed with the development of the said Entire property in terms of this Agreement and the Owner hereby consents to the same and for the purpose of construction of the New Building the Developer shall be entitled to use the FAR of the Entire Property.

ARTICLE XI - LICENSE TO ENTER THE SAID PROPERTY

- 11.1 Immediately after the execution of this Agreement the Developer shall be entitled to enter upon the said Entire Property as a Licensee of the Owner for the purpose of undertaking preliminary works such as:
- i) Carrying out survey of the said Entire Property;
 - ii) To have the soil tested;
 - iii) To undertake all other preliminary work for the purpose of undertaking development of the said Entire Property.
- 11.2 The Owner has agreed to allow the Developer to enter and remain upon the said Entire Property as a licensee only for enabling it to undertake development of the said Entire Property in accordance with the plan which may be sanctioned by the authorities concerned. It is hereby expressly agreed by and between the parties hereto that the possession of the said Entire Property is not being given





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or intended to be given to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act 1882 read with Section 2 (47)(v) of the Income Tax Act 1961 and that the Owner and Developer hereby confirm that by virtue of the Developer entering upon the said Entire Property as a licensee the same does not amount to taking up the possession of the said Entire Property. It is expressly agreed and declared that juridical possession of the said Entire Property shall always remain vested in the Owner until such time the

development is completed and the Owner has been put into vacant and peaceful possession of the Owner's Allocation.

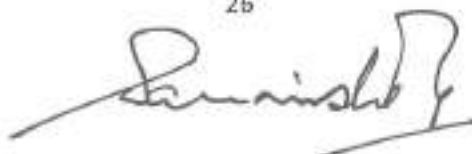
11.3 Immediately after sanction of the said Plan and other permissions for undertaking construction is obtained the Developer shall –

- i) immediately commence and/or proceed diligently to execute and complete the development and in this regard the Developer shall be entitled to demolish the existing building and/or structures standing thereon and all debris accruing there from shall belong to the Owner;
- ii) proceed diligently and execute and complete the development in a good and workmanlike manner with good quality materials details whereof will appear from the Third Schedule annexed hereto and/or as may be recommended by the Architect free from any latent or inherent defect;
- iii) execute and complete the development in accordance with the approved plan and shall obtain all permissions which may be necessary and/or required and shall comply with the requirements of any statutory or other competent authority and the provisions of this agreement.

ARTICLE XII - DEVELOPMENT

12.1 For the purpose of development of the said Entire Property, the Developer has agreed:

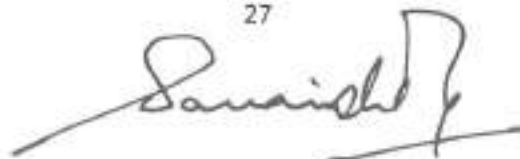
- i) To appoint the professional team for undertaking development of the said Entire Property;





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- ii) The Developer shall take all necessary action to enforce the due, proper and prompt performance and discharge by the other parties of their respective obligations under the building contract or any sub contracts or agreements with the Developer and the appointments of the members of its Professional Team and the Developer shall itself diligently observe and perform its obligations under the same.
- iii) The Developer has used and shall continue to use all reasonable skill and care in relation to the development, to the co-ordination management and supervision of the Building Contractor/other Contractors and the Professional Team, to selection and preparation of all necessary performance specifications and requirements and to design of the new building and/or buildings for the purposes for which is to be used or specific.
- iv) The approved plans have been and will be prepared competently and professionally so as to provide for a building free from any design or structural defect and fit for the purpose for which it is to be used.
- v) The Developer shall commence and proceed diligently to execute and complete the development:
 - a) in a good and workman like manner with good quality of materials of its several kinds free from any latent or inherent defect (whether of design, workmanship or materials);
 - b) in accordance with the Approved Plans, Planning Permissions and all planning permissions which may be granted for the development, the consents, any relevant statutory requirement and building regulations, the requirements of any statutory or other competent authority and the provisions of this agreement.
- vi) The Developer shall use its best endeavors to cause the Development to be practically in accordance with the provisions of this Agreement.



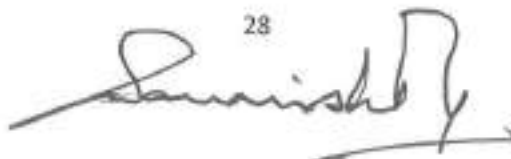


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ARTICLE XIII – ALTERNATE ACCOMODATION

- 13.1 Within two months from the date of sanction of the said Plan or on or before 31st day of December 2018 and subject to the Developer arranging a suitable alternate accommodation upto the satisfaction of the Owner (which ever event shall happen later) (hereinafter referred to as the **VACATING DATE**) the Owner shall vacate the various parts and portions in his occupation at the Entire Property including the Main Building to enable the Developer to undertake construction erection and completion of the new building in terms of this agreement.
- 13.2 One month prior to the Vacating Date, the Developer shall provide or cause to be provided to the Owner suitable alternate accommodation being a flat measuring about 5000 Sq. Ft. (more or less super built-up) and five car parking spaces (if available in the same place) (hereinafter referred to as the **ALTERNATE ACCOMMODATION**) and the said Alternate Accommodation shall be such befitting the status of the Owner and will be located in a posh residential locality in the city of Kolkata for the purpose of residence of the Owner and the members of his family.
- 13.2 For the purpose of providing such alternative accommodation the Developer shall be liable to pay and/or contribute an amount not exceeding Rs. 5,00,000/- (Rupees Five Lakhs Only) per month.
- 13.3 The said Alternate Accommodation will also include another flat measuring about 3000 Sq. Ft. (more or less) for the purpose of storage of the various paintings, furniture fixtures and belongings of the Owner (hereinafter referred to as the **STORAGE ROOM**).
- 13.4 The rent and other outgoings payable in respect of the said Alternate Accommodation and Storage Room shall be paid borne and discharged by the Developer to the extent as above.

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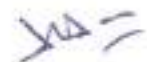
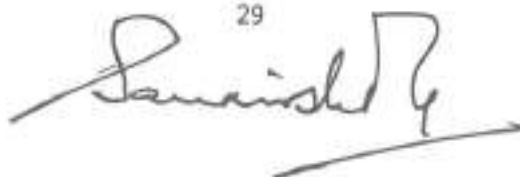


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- 13.5 Within thirty days from the date of completion of the said new building and upon notice being given by the Developer to that effect to the Owner, the Owner shall vacate the said Alternate Accommodation and the said Storage Room and the obligation of the Developer to make payment of rent in respect of the said Alternate Accommodation and Storage Room shall cease.
- 13.6 The Developer shall provide all necessary assistance and bear all costs, charges and expenses required by the Owner for the purpose of shifting and/or transferring the Owner's belongings while vacating the said Entire Property and also at the time of vacating the Alternate Accommodation and in no event the Developer will be liable for any loss or damage to any of the belonging and articles of the Owner while shifting the same.

ARTICLE XIV - CONSTRUCTION AND COMPLETION

- 14.1 Unless prevented by circumstances under the force majeure as hereinafter appearing the said New Building and/or Buildings shall be constructed, erected and completed within a period of 4 (four) years from the date of sanction of the said Plan or upon the owner vacating the parts and portions in his occupation (which ever event shall happen later) with a grace period of 12 (twelve) months (hereinafter referred to as the **COMPLETION DATE**).
- 14.2 In addition to the above, the Developer shall not be treated in breach of the performance of obligations if the Developer is prevented from proceeding with the work of construction by the circumstances under Force Majeure as hereinafter stated.
- 14.3 The Developer shall be authorized in the name of the Owner in so far as is necessary to apply for and obtain building materials for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, and/ or gas to the New Building and other inputs and facilities required for the construction or for better use and enjoyment of the new building for which purpose the Owner shall

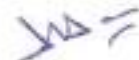
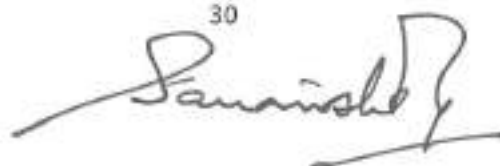




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execute in favour of the Developer or its nominee or nominees a General Power of Attorney as shall be needed and/or required by the Developer from time to time.

- 14.4 The Developer shall at its own costs and expenses and without creating any financial and other liability on the Owner construct and complete the New Building and various units and/or apartments therein in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the Developer.
- 14.5 All costs, charges and expenses including Architect's fees accruing due after the execution of this Agreement shall be paid borne and discharged by the Developer and the Owner shall bear no responsibility in this context.
- 14.6 The Developer hereby undertakes to keep the Owner indemnified against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the said new Building and/or buildings.
- 14.7 The Developer hereby undertakes to keep the Owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's action with regard to the development of the said Entire Property and/or in the matter of construction of the said new building and/or for any defect therein.
- 14.8 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise of the Developer or any person appointed by it, the same shall be on account of the Developer and the Owner shall be fully absolved of any liability or claims whatsoever arising therefrom.
- 14.9 The Developer has warranted and hereby further agrees to warrant that in the event of there being any major defect in the structures and/or water leakage of the said new building within a period of twelve months from the date of





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completion of the said new building then and in that event the Developer at its own cost shall cause the same to be remedied and/or rectified at its own cost and shall keep the Owner saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings. However small air cracks in the plaster, masonry, doors and windows shall not be construed as defect.

- 14.10 The Developer shall use its commercially reasonable efforts to accomplish the timely completion of the Project in accordance with the approved plans and specifications and the time schedule for such completion approved by the parties as aforesaid.
- 14.11 The Developer shall use its commercially reasonable efforts to facilitate the construction and completion of the project in a good and workmanlike manner and or cause the project to be equipped with all necessary and appropriate fixtures, equipments and shall construct erect and complete the said project in accordance with the plans which may be sanctioned by the concerned authorities.
- 14.12 The said new building shall be constructed erected and completed with such materials and/or specifications (details whereof will appear from the **Third Schedule** hereunder written) and such specifications may be modified and/or altered by the Developer as may be recommended by the Architect but in no way shall be inferior to the specifications mentioned in the Third Schedule hereunder written.
- 14.13 For the purpose of completion the said Building shall be deemed to have been completed if provided with water, electricity and lifts and certified so by the Architect it being expressly agreed that the Developer at its own cost shall obtain the "Occupancy Certificate" as expeditiously as possible from Kolkata Municipal Corporation.
- 14.14 **PROJECT NAME :** The said new building shall be known and named after ancestral residence of the Owner namely **Nadia House** alongwith the brand




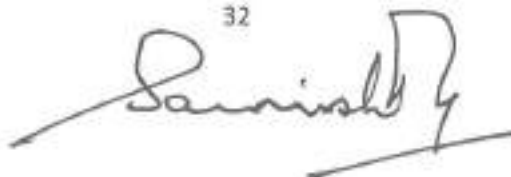


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name of the Developer namely **Arrjavv**, however it is being expressly agreed and recorded by the parties hereto that the name Nadia House shall always be a prefix to the name of the Developer alongwith the Family Coat of Arms wherever and whenever the said name of the new building appears.

ARTICLE XV - SPACE ALLOCATION

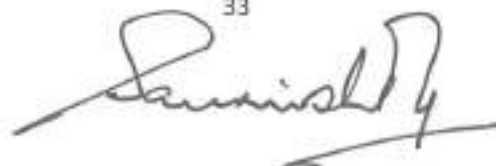
- 15.1 It is hereby agreed and declared by and between the parties hereto that in consideration of the above the Owner shall be entitled to ALL THAT the 67% of the total saleable area to comprise in various flats, units, apartments, constructed spaces, car parking spaces including any open spaces and the reserved roof area forming an integral part of any flat AND TOGETHER WITH the undivided proportionate share in all common parts, portions, areas, facilities and amenities and car parking spaces comprised in the said housing complex and TOGETHER WITH the undivided proportionate share in the land appurtenant thereto (hereinafter referred to as the **OWNER'S ALLOCATION**)
- 15.2 The Developer shall be entitled to retain for itself ALL THAT the remaining 33% of the of the total saleable area to comprise in various flats, units, apartments, constructed spaces, car parking spaces including any open spaces AND TOGETHER WITH the undivided proportionate share in all common parts, portions, areas facilities and amenities and car parking spaces comprised in the said housing complex and TOGETHER WITH the undivided proportionate share in the land appurtenant thereto (hereinafter referred to as the **DEVELOPER'S ALLOCATION**) .
- 15.3 Immediately after the plan is sanctioned the parties hereto shall identify their respective allocations and such identification shall be done in an equitable manner and be recorded in writing.
- 15.4 Each of the parties shall be entitled to enter into agreement for sale of their respective allocations independently of each other for which no further consent of the other party shall be necessary and/or required it being however expressly agreed and understood that the Owner shall willingly without any further act,





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- deed or thing join as parties in any agreement of sale and/or deed of conveyance in respect of the area forming part of the Developer's Allocation and vice versa for the purpose of perfecting the title of the intending purchasers.
- 15.5 Each of the parties hereby covenant and assure the other that in the event of any party being required to be a confirming party in any agreement and/or deed of conveyance it shall willingly execute such document as a confirming party.
- 15.6 It is hereby made expressly clear that no part or portion of the said Commercial Area shall be permitted to be used as a Bar, Restaurant and/or Dance Hall.
- 15.7 The Developer shall be liable to make payment of all statutory dues for construction of the new building and/or buildings in terms of this agreement PROVIDED HOWEVER the Developer only shall be liable to make payment of any amount which may have to be paid upon sale and transfer of the flats units apartments constructed spaces and car parking spaces forming part of their respective allocations.
- 15.8 It is hereby made expressly clear that the Developer shall not be entitled to put any of its intending purchasers in possession of any of the flats units apartments constructed spaces and car parking spaces forming part of the Developer's Allocation until such time the Developer has put the Owner in possession of the Owner's Allocation excepting for the purpose of carrying out fitouts.
- 15.9 **SPECIAL FEATURES:** The Owner has made known to the Developer that the Owner has sentimental value for the said Entire Property and as such the Developer while carrying out the work of construction has agreed:
- a) that a life size equestrian bronze statue of Maharaja Sir Kshaunnish Chandra Roy shall be mounted and placed in a very prominent portion of the said premises which shall be visible from the main road, the design and the location will be finalized in consultation with the Owner and also as advised by the Architect.





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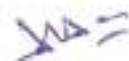
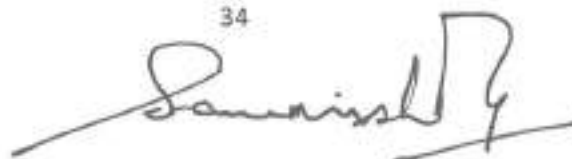
- b) that life size paintings of Maharaja Sir Kshaunnish Chandra Roy and Maharaja Sir Kshittish Chandra Roy shall be kept in a very prominent portion of the lobby of the residential cum commercial project as may be advised by the Architect.
- c) to provide suitable space in the ground floor of the said new building for installing and/or displaying a three pieces of 'palki' and one State Carriage of Maharaja Sir Kshaunnish Chandra Roy.

15.10 The life size paintings, three pieces of 'palki' and one State Carriage shall be provided by the Owner at his cost. The said equestrian bronze statue of Maharaja Sir Kshaunnish Chandra Roy shall be provided by the Owner at the cost of the Developer. Under the guidance of the Architect the display articles shall have to be installed at their desired location.

15.11 The Owner agrees and undertakes to execute the Deed of Conveyance in favour of the Developer or its nominees in respect of the Flats/Units/ Apartments/constructed spaces and Car Parking spaces forming part of the Developer's Allocation.

ARTICLE XVI- CONSEQUENCES OF DELAY IN COMPLETION

- 16.1 As hereinbefore appearing the said New Building and/or Buildings shall be constructed, erected and completed within a period of 4 (four) years from the date of sanction of the said Plan or upon the owner vacating the parts and portions in his occupation (which ever event shall happen later) with a grace period of 12 (twelve) months (hereinafter referred to as the **COMPLETION DATE**) unless prevented by force majeure and circumstances beyond the control of the Developer.
- 16.2 If the Owner has complied with all the terms and conditions herein contained and on the part of the Owner to be performed and observed, if for any reason (other than Force Majeure) the Developer fails to construct erect and complete





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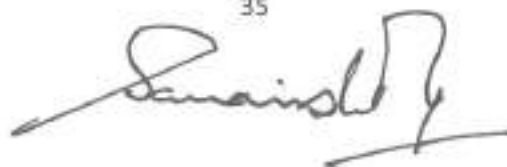
the said new building within the time aforesaid then and in that event if such default shall continue for a period of four months (hereinafter referred to as the **FIRST EXTENDED PERIOD**) the Developer shall be liable and the Owner shall be entitled to damages to be calculated at the rate of Rs.10,00,000/- (Rupees Ten Lakhs Only) per month until such time the said new building is completed.

- 16.3 If for any reason such default shall continue for a further period of four months after the said First Extended Period (hereinafter referred to as the **SECOND EXTENDED PERIOD**) then and in that event the Developer shall be liable and the Owner shall be entitled to enhanced damages to be calculated at the rate of Rs. 20,00,000/- (Rupees Twenty Lakhs Only) per month until such time the said new building is completed.
- 16.4 If however the Developer shall fail to construct erect and complete the said new building within the said Second Extended Period then and in that event the Owner shall be entitled to cause the said Remaining Works to be completed by some other contractor and/or developer as the case may be and in such an event the Developer shall be liable to reimburse the cost of construction of such remaining works together with damages as mentioned above in clause 16.2 and 16.3 and interest at the rate of 12% per annum to be calculated on the Owner's Allocation.
- 16.5 It is hereby made expressly clear that in the event the Developer has complied with the terms and conditions herein contained and/or is willing to comply with the terms and conditions herein contained if because of any act deed and thing on the part of the Owner the work of construction of the new building on the said Entire Property in terms of this Agreement then and in that event the Developer shall be entitled to sue the Owner for specific performance of this agreement and also claim such damages as may be determined by the Arbitrators.

ARTICLE XVII – REPRESENTATIVES

- 17.1 APPOINTMENT OF OWNER'S REPRESENTATIVE







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For the purpose of giving effect to this agreement and implementation thereof it has been agreed that **Mr. Saumish Chandra Roy** shall be the authorised representative of the Owner for the following purposes:

- i) the giving and receiving of all notices, statements and information required in accordance with this agreement
- ii) For such other purposes for the purpose of facilitating the work of completion of the said project in terms of this Agreement

17.2 REPRESENTATIVE OF THE DEVELOPER

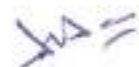
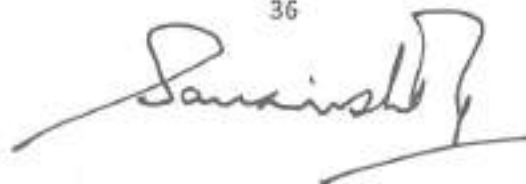
For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Shri Harsh Jain and such other person who may be substituted by the Developer shall be deemed to be the authorised representative of the Developer for the following purposes:

- i) the giving and receiving of all notices, statements and information required in accordance with this agreement
- ii) performance and responsibilities of the Developer in connection with the Development
- iii) For such other purposes for the purpose of facilitating the work of completion of the said project in terms of this Agreement

- 17.3 It is hereby expressly made clear that any act, deed or thing done by any of the authorized representatives shall be final and binding on the parties to whom such authorized representative belongs.

ARTICLE XVIII - DOCUMENTATION

- 18.1 The parties hereto shall jointly appoint a common Advocate and/or Solicitor for the purpose of undertaking drafting and finalisation of the agreements for sale



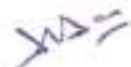
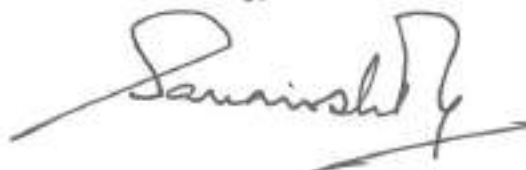


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and/or deeds of conveyance with the intent and object that there is uniformity in the documents to be executed in favour of the intending purchasers.

ARTICLE XIX – CONTRIBUTION OF CHARGES – DEPOSITS AND ADVANCES

- 19.1 **CHARGES** – Excepting the Owner's Residential Area the Developer on or before giving possession shall be entitled to charge or claim in respect of the Flats/ Units/ apartments forming part of the Owner's Allocation and the Developer's Allocation the following amounts:
- i) proportionate share of CESC Transformer charges/HT Services;
 - ii) proportionate share of Generator connection to the flat;
 - iii) proportionate share on account of recreational facilities to be provided for in the said housing project for the benefit of the flat Owners;
 - iv) Any amount which may become payable in accordance with Rule 25 of KMC Act for flats forming part of the Owner's Allocation;
 - v) Such charges as may be determined for formation of the Holding Organisation and/or Association of Flat owners;
 - vi) By way of maintenance charges estimated for one year;
- 19.2 In addition to the above each of the Unit Owners in terms of the agreements to be entered into with them shall also be liable to keep in deposit and/or make payment by way of advances to the Developer the proportionate share of municipal rates taxes and other outgoings estimated for one year or until such time mutation is effected in the name of the Intending Purchaser.
- 19.3 Apart from the aforesaid charges the parties hereto from time to time may mutually agree and/or decide to impose such further charges which are to be recovered and/or paid by the Unit Owners forming part of both the Owner's Allocation and/or Developer's Allocation to be paid to the Developer/Holding Company.
- 19.4 **SINKING FUND** – In addition to the above and in order to maintain decency of the said new building to be constructed at the said Entire Property and also for





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the purpose of making provision for any amount which may have to be incurred by way of capital expenditure each of the intending purchasers shall be liable to pay and/or to keep in deposit with the Developer such amount which may be required to be paid as and by way of Sinking Fund and the amount to be paid on account of such Sinking Fund shall be decided by the Developer.

ARTICLE XX – MAINTENANCE OF THE COMMON PARTS AND PORTIONS FORMING PART OF THE SAID PROJECT

- 20.1 The Developer in consultation with the owner shall be entitled to frame necessary rules and regulations for the purpose of regulating the user of the various Flats units, apartments and Car Parking spaces of the said project and each of the persons intending to and/or acquiring a Flats units, apartments and Car Parking spaces in the said project shall be liable and agrees to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on account of the maintenance charges to the maintenance company till such time the Holding Organization is formed.

ARTICLE XXI - FORCE MAJEURE-EXCLUSABLE DELAYS

- 21.1 Force Majeure shall mean any act of God including but not limited to flood, earthquake, riot, war, storm, tempest, civil commotion, general strike, or any political or communal unrest or any specific government order preventing the construction of the Housing Project which may be beyond the control of the Developer. Neither of the parties shall be regarded to have committed any breach of the terms herein if it is prevented from discharging any of its obligations due to any condition amounting to Force Majeure or circumstances beyond its control.





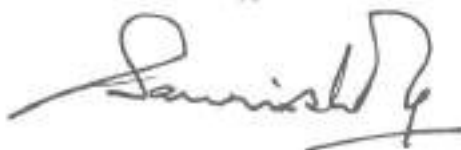
26 JUL 2017

ARTICLE XXII - HOLDING ORGANISATION

- 22.1 After completion of the said Project or so soon thereafter the Developer shall cause a Society/Syndicate/Association/Company to be formed for the purpose of taking over of the maintenance and management of the common parts and portions and also for the purpose of rendition of the common services and each of the persons acquiring Flats, units, apartments and Car Parking spaces in the said new building and/or project shall be bound to become a member of such Holding Organisation.
- 22.2 The Developer undertakes to hold the sinking fund collected from intending purchasers in the form of fixed deposits and be liable to transfer the same in favour of the Society/Syndicate/Association/Company as and when the same is formed and becomes functional.
- 22.3 In the event of the control of the common parts and portions and the obligation of rendition of common services being entrusted by the Developer to any Facility Management Company (hereinafter referred to as the **MANAGEMENT COMPANY**) each of the persons acquiring a Flat/Unit/Apartment and Car Parking spaces in the said new building and/or project shall be liable to make payment of the proportionate share of the maintenance charges to such Management Company without raising any objection whatsoever or howsoever.

ARTICLE XXIII - OWNER OBLIGATIONS/INDEMNITY

- 23.1 The Owner has agreed :
- i) To co-operate with the Developer in all respect for development of the said Entire Property in terms of this agreement;
 - ii) To execute all deeds, documents and instruments as may be necessary and/or required from time to time;
 - iii) For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds, documents and instruments as may be





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necessary and/or required to enable the Developer to undertake construction of the New Building and/or Buildings in accordance with the said Plan;

- i) The Owner will grant a General Power of Attorney in favour of the Developer or its nominee and/or nominees to enable the Developer to:-
- a) Obtain sanction of the plan;
 - b) Obtain all permissions approvals sanctions and/or consents as may be necessary and/or required including permission from the Fire Department, Police and other authorities;
 - c) To appoint Architect, Engineers, Contractors and other Agents;
 - d) Do all acts deeds and things for the purpose of giving effect to this agreement;
 - e) To execute the Agreement and Deed of conveyance in respect of the Developer's Allocation alongwith the undivided proportionate share in the land attributable to the saleable flats, units in favour of the Intending Purchases acquiring flats, units, apartments, constructed spaces and car parking spaces forming part of the DEVELOPER'S ALLOCATION SUBJECT HOWEVER to what is hereinafter appearing.

IT IS BEING EXPRESSLY AGREED AND DECLARED that by virtue of the said Power of Attorney the Developer shall not be entitled to use or permit to be used any of the flats, units, apartments, constructed spaces and car parking spaces forming part of the new building until such time the Owner's Allocation is delivered to the Owner nor shall be liable to foist any liability on the Owner on the strength of such power of attorney and shall keep the Owner saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.

- 23.2 The Owner has agreed and shall be liable to make payment of all the taxes related to the Owner's Allocation from the date of receipt of the Completion Certificate from the authorities concerned.

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ARTICLE XXIV- (DEVELOPER'S INDEMNITY)

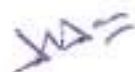
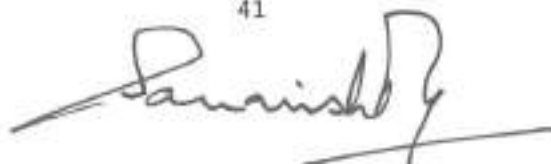
- 24.1 The Developer hereby undertakes to keep the Owner indemnified against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the said New Building.
- 24.2 The Developer hereby undertakes to keep the Owner indemnified and indemnifies the Owner against all actions suits costs proceedings and claims that may arise out of the Developer's action with regard to the development of the said Entire Property and/or in the matter of construction of the said Building and/or for any defect therein.
- 24.3 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise any act of the Developer or their agents, the same shall be on account of the Developer and the Owner shall be fully absolved of any liability or claim thereof or there from.
- 24.4 The Developer hereby undertakes that without prior written permission of the Owner, the Developer shall not assign and/or transfer its right or interest under this Development Agreement to any third party whosoever.

ARTICLE XXV- BINDING EFFECT

- 25.1 This Agreement is binding on the parties hereto and their respective successor and/or successors and neither of the parties shall be entitled to cancel and/or rescind this agreement. In the event of any default on the part of either of the parties (hereinafter referred to as the defaulting party) the other parties shall be entitled to sue the defaulting party for specific performance of this agreement and for other consequential reliefs.

ARTICLE XXVI-COVENANTS

- 26.1 It is hereby expressly made clear by and between the parties hereto that the whole object of the parties of entering into this agreement is to undertake





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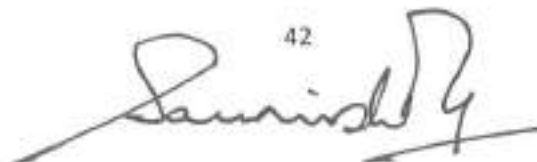
25 JUL 2017

development of the said Entire Property by construction of new building and/or buildings thereon and to sell and transfer the various flats, units, apartments, constructed spaces and car parking spaces in favour of various intending purchasers and as such the parties have agreed to render all possible co-operation and assistance to each other.

- 26.2 Save and except the Owner's Allocation, the Owner shall:
- i) Not sell transfer alienate and/or encumber the said Entire Property
 - ii) Not to create interest of any other third party into or upon the said Entire Property
 - iii) Not to do any act deed or thing whereby the Developer is prevented from undertaking development of the said Entire Property
 - iv) To do all acts deeds and things as may be necessary and/or required from time to time for smooth implementation of these presents.

ARTICLE XXVII - MISCELLANEOUS

- 27.1 **RELATIONSHIP OF THE PARTIES** - The Owner and the Developer have entered into this agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the Owner and Developer or be construed as a Joint Venture between the Owner and Developer or constitute an association of persons. Each party shall bear its own cost relating to the development of its share in the Property and shall bear its own losses and retain its profits separately.
- 27.2 If any terms or provisions of this Agreement are found to be or interpreted to be inconsistent with the above clauses in the agreement at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the provisions of this agreement shall prevail.
- 27.3 **NON WAIVER** - any delay tolerated and/or indulgence shown by either party in enforcing the terms and conditions herein mentioned or any tolerance shown shall not be treated or construed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of either party.

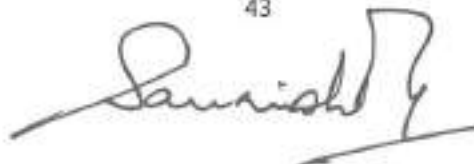
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26 JUL 2017

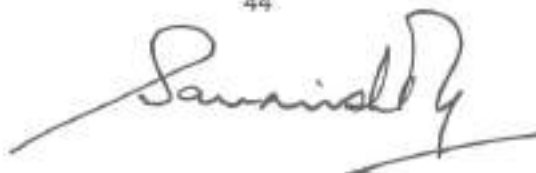
- 27.4 **ENTIRE AGREEMENT** - this agreement supersedes all document and/or writing and/or correspondence exchanged between the parties hereto till the date of execution of this agreement. Any addition alteration or amendment to any of the terms mentioned herein shall not be capable of being enforced by any of the parties unless the same is recorded in writing and signed by both the parties.
- 27.5 **COSTS** - each party shall pay and bear its own cost in respect of their respective advocates and/or solicitor's fees and the registration charges towards this agreement any supplementary agreement, power of Attorney etc. shall be paid borne and discharged by the Developer.
- 27.6 **NOTICES:** Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered by speed post and/or registered post with recorded delivery, addressed to the intended recipient at its address as mentioned in this agreement or to such other address as any party may from time to time duly notify to the other party. Any such notice, demand of communication shall, unless the contrary is proved, be deemed to have been duly served (if given by speed post and/or registered post with acknowledgement due) within two days after posting and in proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted in favour of the addressee.
- 27.7 No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.
- 27.8 Time shall be the essence as regards the provisions of this agreement, both as regards the time and period mentioned herein and as regards any times or periods which may by agreement between the parties be substituted for them.





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- 27.9 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 27.10 Save as hereinbefore provided, termination of this agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission caused prior to such termination.
- 27.11 All municipal rates taxes and other outgoings including Khajna (hereinafter referred to as the **RATES & TAXES**) payable in respect of the said Entire Property upto the date of sanction of the Plan shall be paid borne and discharged by the Owner and thereafter the same will be paid borne and discharged by the Developer until the date of issuance of the completion certificate and/or occupancy certificate by the concerned department of the Kolkata Municipal Corporation.
- 27.12 The Agreement (together with schedules, if any) the entire agreement between the parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.
- 27.13 This agreement shall be binding on the parties hereto and their respective successors and assigns.
- 27.14 In the event of any ambiguity or discrepancy between the provisions of this agreement and the articles, then it is the intention that the provisions of this agreement shall prevail and accordingly the parties shall exercise all rights and powers available to them so as to give effect to the provisions of this Agreement and shall further, if necessary, procure any required amendment to the Articles.
- 27.15 Nothing contained in this agreement shall be deemed to constitute a partnership between the parties hereto nor shall constitute any party the agent of the other for any purpose.



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ADDITIONAL REGISTRAR
OF ASSURANCES, CALCUTTA
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- 27.16 Each party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

ARTICLE XXVIII- ARBITRATION

- 28.1 All disputes and differences between the parties hereto in any way touching or concerning these presents or the construction and interpretation of any of the terms and conditions herein contained shall be referred to arbitration in accordance with the provisions of the Arbitration & conciliation Act 1996 or any other statutory modification or enactment thereto for the time being in force to the sole arbitration of a person in whom both parties have full trust and confidence failing whereof each party shall be entitled to nominate and appoint one arbitrator and both the said two arbitrators shall be entitled to nominate and appoint the third and/or presiding Arbitrator and the same shall be deemed to be a reference within the meaning of the Arbitration & Conciliation Act 1996 or any other statutory modification or enactment thereto for the time being in force.
- 28.2 The parties shall assist and co-operate with the Arbitrator in all regards with the intent and object that the Arbitrator shall be in a position to make and publish his Award within a time bound schedule and preferably within a period of four months from the date of entering upon the reference.
- 28.3 Courts at Kolkata alone shall have jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties hereto





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THE FIRST SCHEDULE ABOVE REFERRED TO

(ENTIRE PROPERTY)

ALL THAT the two storied building admeasuring 14000.00 Sq. Ft. on the ground floor and 6000.00 Sq. Ft. on the first floor of the premises being No. 2 Bright Street, Kolkata 700 019 commonly known as **NADIA HOUSE** containing by estimation an area of 4 Bigha (be the same a little more or less).

OR HOWSOEVER OTHERWISE it is being hereby expressly recorded the two storied structure as forming part of the Entire Property is more than ninety five years old.

OR HOWSOEVER OTHERWISE the said **ENTIRE PROPERTY** is or are or at any time or times heretofore was or were situated butted and bounded in the manner as set out hereinafter:-

ON THE NORTH : By the Premises No. 42 Jhowtalla Road;
ON THE EAST : By Premises No. 2/1/1A Bright Street;
ON THE SOUTH : By Bright Street;
ON THE WEST : Partly by Jhowtala Road & Partly by Syed Amir Ali Avenue.

THE SECOND SCHEDULE ABOVE REFERRED TO

(SPECIFICATIONS)

STRUCTURE

RCC FRAME WITH CAST "IN SITU" PILE

WALL FINISH

INTERIOR POP/ CEMENT PUTTY

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26 JUL 2017

EXTERIOR
PAINT

COMBINATION OF STONE/ TILES CLADDING &

FLOORING

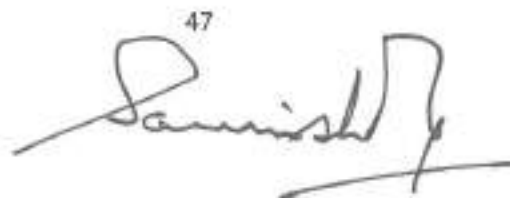
| | |
|--|-----------------------------------|
| LIVING/ DINNING | IMPORTED MARBLE/ WOODEN FLOORING |
| MASTER BEDROOM & (LAMINATED) OTHER BED ROOMS | IMPORTED MARBLE/ WOODEN FLOORING |
| SERVANTS ROOMS | CERAMIC TILES |
| LIFT LOBBY (TYP) | IMPORTED MARBLES/ VITRIFIED TILES |
| STAIR CASE | GRANITE/ KOTHA STONE |
| ENT. LOBBY | IMPORTED MARBLE/TILES |
| SERVICE AREA | KOTHA STONE |
| CAR PARKING (BASEMENT) | I.P.S/ CEMENT TILES |
| CAR PARKING (GROUND) (COV.) | CEMENT TILES/ STONE |

KITCHEN

| | |
|---------------|---|
| FLOORING | ANTI SKID VITRIFIED TILES |
| WALL FINISHES | VETRIFIED/ CERAMIC TILES/ GRANITE |
| OTHERS | GRANITE SLAB WITH STAINLESS STEEL SINK, HOT AND COLD PROVISION IN C.P FITTINGS |

TOILETS

| | |
|--|---|
| WALLS | VITRIFIED/ CERAMIC TILES |
| FLOORING | IMPORTED MARBLE |
| FITTINGS IN BASIN & CONCEALED STANDARD OR | C. P. FITTINGS WILL BGE SINGLE LEVER MIXTURE SHOWER OF GROHE OR EQUIVALENT BRAND CISTERN, CERAMIC FITTINGS OF AMERICAN DURAVIT OR EQUIVALENT BRAND |

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WINDOWS ALUMINIUM OPENABLE & FIX COMBINATION/
CURTAIN WALL WITH OPENABLE AS & WHERE REQUIRED

DOORS

MAIN DOOR/ INTERNAL DOORSS FLUSH DOOR WITH VENEER POLISH FINISH ON
BOTH SIDES

BEDROOM DOORS FLUSH DOORS

TOILET DOORS FLUSH DOORS

BALCONY WITH LIV/ DIN ALUMINIUM SLIDING DOOR WITH FULL GLAZING

BALCONY WITH BEDROOM/ KITCHEN FLUSH DOORS

ELECTRICAL

LEGRAND/ EQUIVALENT MODULAR SWITCHES & PLUG POINTS (NO AS REQUIRED)

TELEPHONE SOCKET AND TV POINTS IN LIV/DIN & ALL BED ROOMS

AIR CONDITIONING

PROVISION FOR VRV/WRF

EXTRA FACILITIES

CLUB HOUSE WITH LOINGE, GAMES ROOM, GYM, YOGA PATIO LAWN, VIDEO DOOR
PHONE

ELEVATORS

2 LATEST PASSENGER LIFTS OF HIGH SPECIFICATION

STANDBY POWER

ADEQUATE POWER BACK UP (WILL BE ON CHARGEABLE BASIS)

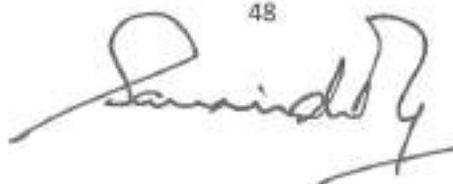
LANDSCAPING (SOFTSCAPE & HARDSCAPE)

DRIVE WAY MAIN VDF CEMENT FLOORING ON R.C.C.BED

OPEN CAR PARKING PRE CAST PAVER BLOCKS

LIGHTING AS PREQUIRED

FOUNTAIN/CASCADE AS PER LANDSCAPE DESIGN





ADDRESSES FOR
OFFICE
26 JUL 2017

| | |
|-------------------|-------------------------|
| SOFT SCAPE | AS PER LANDSCAPE DESIGN |
| CHILDREN PLAYAREA | AS PER LANDSCAPE DESIGN |

PLUMBING

| | |
|---|---------------------------|
| DRAIN PIPES (WITHIN TOILET & VERTUCAL STAKES) | U-PVC PIPES OR SPUN PIPES |
| SUPPLY PIPES ON ROOF/ VERTICAL DROP & WITHIN TOILET | C PVC/G.I.PIPES |
| DRAINAGE LINES AT GR.LEVEL | STONEWARE PIPES/UPVC |

EXTERIOR

| | |
|-------------------------------|--------------------------------------|
| MAIN ELEVATION &TEXTURE PAINT | COMBINATION OF STONE/ TILES CALDDING |
| REAR SIDE | TEXTURE PAINT |
| BALCONY RAILING | GLASS RAILING WITH S.S.RAIL |

GROUND FLOOR LOBBY FINISHING

| | |
|------------|---|
| CEILING | P.O.P. & WOOD COMBINATION FALSE CEILING |
| LIFT FACIA | IMPORTED MARBLE |
| WALLS | TITLES/IMPORTED MARBLE/PAINT |

TYPICAL FLOOR LOBBY FINISHING

| | |
|------------|------------------------------------|
| CEILING | P.O.P. CEILING |
| LIFT FACIA | IMPORTED MARBLE /VERIFIED TILES |
| WALLS | VERIFIED TILES & PAINT COMBINATION |
| SECURITY | 24*7 SURVEILLANCE SYSTEM |

EARTHQUAKE RESISTANT STRUCTURE

HIGH QUALITY CONSTRUCTION FOR LONG TERM DURABILITY OF THE STRUCTURE, UNDER STRICT SUPERVISION AND QUALITY CONTROL CHECKS

SPECIAL WATER PROOFING TREATMENT AT ROOF, TOILETS & TERRACES

Saurish D

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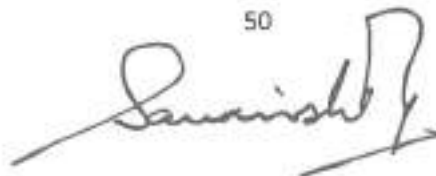
[Handwritten Signature]
ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
26 JUL 2017

THE THIRD SCHEDULE ABOVE REFERRED TO

(DETAILS OF OCCUPANTS AND CONCESSIONAIRE)

A detailed particulars of the occupants and concessionaire together with the respective areas are occupied by such occupant or concessionaire are morefully mentioned and recorded in the table set out hereinafter:-

| SL No. | Name of the occupant/ concessionaire | Approximate/ Indicative area under occupation | Location of the area occupied in the said Entire Premises | Legal status of the occupant |
|--------|--------------------------------------|---|--|------------------------------|
| 1. | Keshav Dubey | 150 Sq. Ft. | Shop room No.1 in the Southern Side of the said Entire Property | Monthly Tenant |
| 2. | Late Gopal Chandra Halder | 100 + 80 Sq. Ft. equals to 180 Sq. Ft. | Shop room Nos.4 and 5 in the Southern Side of the said Entire Property | Monthly Tenant |
| 3. | Mantu Saha | 1700 Sq. Ft. | Southern Side of the said Entire Property | Concessionaire |
| 4. | Late Pushpa Lata Agarwal | 7000 Sq. Ft. | Block - B (Annexe House) | Monthly Tenant |
| 5. | Preeti Oswal | 300 Sq. Ft. | Suite No.1 on the Northern side of the said Entire Property | Monthly Tenant |
| 6. | S. K. Khosla | 300 Sq. Ft. | Suite No.2 on the Northern side of the said Entire Property | Monthly Tenant |
| 7. | Dilip Chandra Sarkar | 100 + 75 Sq. Ft. equals to 175 Sq. Ft. | Suite Nos.6 and 10 on the Northern side of the said Entire Property | Monthly Tenant |
| 8. | Shrawan Kumar Basotia | 80 Sq. Ft. | Suite No.9 on the Northern side of the said Entire Property | Monthly Tenant |







M
26 JUL 2017

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written

SIGNED, SEALED AND DELIVERED

by the **OWNER** at Kolkata in the presence of:

1. *Harish Chandra*
for of *Sannish Chandra*
2, *Bhup Street*, Kolkata-75.
2. *Mahendra Kumar Jain*
54 A *Sarat Bose Road*
Kolkata-700025.

Sannish Chandra

SIGNED, SEALED AND DELIVERED

by the **DEVELOPER** at Kolkata in the presence of:

1. *Harish Chandra*
2. *Mahendra Kumar Jain*

ARRJAVV BUILDER PVT. LTD.

Harsh
Director

(HARSH JAIN)

Drafted & prepared
in my office :

Dipankar
(Sarat Chandra)
Advocate, High Court,
Calcutta

F-364/467/2001.



ADDITIONAL *M* DIR
OF ASSTY & I. CALCUTTA
26 JUL 2017

SPECIMEN FORM FOR TEN FINGERPRINTS



| | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB |
|------------|---------------|-------------|---------------|-------------|---------------|
| LEFT HAND | | | | | |
| | THUMB | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
| RIGHT HAND | | | | | |

Signature Saurish Chandra



| | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB |
|------------|---------------|-------------|---------------|-------------|---------------|
| LEFT HAND | | | | | |
| | THUMB | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
| RIGHT HAND | | | | | |

Signature Hari



| | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB |
|------------|---------------|-------------|---------------|-------------|---------------|
| LEFT HAND | | | | | |
| | THUMB | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
| RIGHT HAND | | | | | |

Signature _____



M
ADDITIONAL REGISTRAR
OF ASSURANCES, CALCUTTA
26 JUL 2017




Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - I KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19010001083174/2017

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

| SI No. | Name of the Executant | Category | Photo | Finger Print | Signature with date |
|--------|--|---|---|---|---|
| 1 | Mr SAUMISH CHANDRA ROY 2 BRIGHT STREET KOLKATA 700019, P.O:- BALLYGUNGE, P.S:- Karaya, District:-South 24-Parganas, West Bengal, India, PIN - 700019 | Land Lord |  | 2852  |  26/07/17 |
| 2 | Mr HARSH JAIN 54A SARAT BOSE ROAD KOLKATA 700019, P.O:- BALLYGUNGE, P.S:- Bullygunge, District:- South 24-Parganas, West Bengal, India, PIN - 700019 | Represent ative of Developer [ARRJAV V BUILDER S PVT LTD] |  |  |  26/07/17 |
| SI No. | Name and Address of identifier | Identifier of | | Signature with date | |
| 1 | Mr ASIT MANNA Son of Mr A K MANNA 6 OLD POST OFFICE STREET KOLKATA 700001, P.O:- GPO, P.S:- Hare Street, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700001 | Mr SAUMISH CHANDRA ROY, Mr HARSH JAIN | |  26/07/17 | |

(Malay Chakrabarty)

ADDITIONAL REGISTRAR
OF ASSURANCE



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26 JUL 2017

OFFICE OF THE A.R.A. - I
KOLKATA
Kolkata, West Bengal





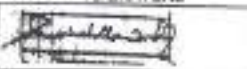
REGISTRAR OF COMPANIES
26 JUL 2017

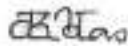
स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
ACWPR7450B



नाम / NAME
SAUMISH CHANDRA ROY

पिता का नाम / FATHER'S NAME
SAURISH CHANDRA ROY

जन्म तिथि / DATE OF BIRTH
08-02-1950

हस्ताक्षर / SIGNATURE



अधीक्षक आयकर, व.स. - XI
COMMISSIONER OF INCOME-TAX, W.S. - XI



Saumish Chandra Roy

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ARRJAVV BUILDER PRIVATE
LIMITED

17/01/2014

Permanent Account Number

AAMCA3441L

20172014

ARJ
Honey

Director

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

HARSH KUMAR JAIN

MAHENDRA KUMAR JAIN

20/11/1978

Permanent Account Number

ACL PJ5319A

Harsh

Signature

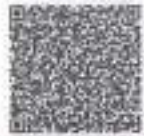


Harsh



ভারত সরকার
Government of India

অধি নাম:
ABISIT MANNA
পিতা : অক্ষয় কুমার মান্না
Father : Abanil Kumar Manna
জন্মদিন / DOB : 25/05/1969
পুরুষ / Male



6329 8717 8130

আধার - সাধারণ মানুষের অধিকার



স্বতন্ত্র ভারত সরকার
Unique Identification Authority of India

ঠিকানা:
বেঙ্গল, বেঙ্গল, পূর্ব মেদিনীপুর,
পশ্চিমবঙ্গ, 721453

Address:
Depal, Depal, East Midnapore,
West Bengal, 721453

6329 8717 8130

1430 328 1247

help@uidai.gov.in

www.uidai.gov.in

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

GRN: 19-201718-004361258-1 Payment Mode Online Payment
GRN Date: 26/07/2017 12:35:38 Bank : HDFC Bank
BRN : 352902754 BRN Date: 26/07/2017 12:36:42

DEPOSITOR'S DETAILS

Id No. : 19010001083174/1/2017
(Query No./Query Year)

Name : ARRJAVV BUILDER PRIVATE LIMITED
Contact No. : Mobile No. : +91 9831046262
E-mail :
Address : 54A, SARAT BOSE ROAD, KOLKATA - 700025
Applicant Name : Mr AARJAVV BUILDERS PVT LTD
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

| Sl. No. | Identification No. | Head of A/C Description | Head of A/C | Amount[₹] |
|---------|-----------------------|--|--------------------|-------------|
| 1 | 19010001083174/1/2017 | Property Registration- Stamp duty | 0030-02-103-003-02 | 74871 ✓ |
| 2 | 19010001083174/1/2017 | Property Registration- Registration Fees | 0030-03-104-001-16 | 1500105 ✓ |

Total 1575076

In Words : Rupees Fifteen Lakh Seventy Five Thousand Seventy Six only

Amr



Major Information of the Deed

| | | | |
|--|---|---------------------------------------|------------|
| Deed No : | I-1901-05073/2017 | Date of Registration | 03/08/2017 |
| Query No / Year | 1901-0001083174/2017 | Office where deed is registered | |
| Query Date | 26/07/2017 11:31:07 AM | A.R.A. - I KOLKATA, District, Kolkata | |
| Applicant Name, Address & Other Details | AARJAVV BUILDERS PVT LTD 54A SARAT BOSE ROAD KOLKATA 700019, Thana : Bullygunge, District : South 24-Parganas, WEST BENGAL, PIN - 700019, Mobile No. : 9830749404, Status Buyer/Claimant | | |
| Transaction | Additional Transaction | | |
| [0110] Sale, Development Agreement or Construction agreement | [4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 15,00,00,000/-] | | |
| Set Forth value | Market Value | | |
| Rs. 2/- | Rs. 33,76,79,997/- | | |
| Stampduty Paid(SD) | Registration Fee Paid | | |
| Rs. 75,071/- (Article:48(g)) | Rs. 15,00,105/- (Article:E, E. B, M(a), M(b), I) | | |
| Remarks | Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area) | | |

Land Details :

District: South 24-Parganas, P.S:- Karaya, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Bright Street, Road Zone : (Sumsul Huda Rd -- May Fair / J Khan Ln) , Premises No. 2, Holding No:700019

| Sch No | Plot Number | Khatian Number | Land Use Proposed | ROR | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details |
|----------------------|-------------|----------------|-------------------|-----|--------------|-------------------------|-----------------------|---------------------|
| L1 | | | Bastu | | 4 Bigha | 1/- | 32,86,79,997/- | Property is on Road |
| Grand Total : | | | | | 132Dec | 1 /- | 3286,79,997 /- | |

Structure Details :

| Sch No | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details |
|---|-------------------|--------------------|-------------------------|-----------------------|---------------------------|
| S1 | On Land L1 | 20000 Sq Ft. | 1/- | 90,00,000/- | Structure Type: Structure |
| Gr. Floor, Area of floor : 14000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 95 Years, Roof Type: Pucca, Extent of Completion: Complete | | | | | |
| Floor No: 1, Area of floor : 6000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 95 Years, Roof Type: Pucca, Extent of Completion: Complete | | | | | |
| Total : | | 20000 sq ft | 1 /- | 90,00,000 /- | |

Land Lord Details :

| Sl No | Name,Address,Photo,Finger print and Signature |
|-------|--|
| 1 | Mr SAUMISH CHANDRA ROY Son of Late SOURISH CHANDRA ROY 2 BRIGHT STREET KOLKATA 700019, P.O:- BALLYGUNGE, P.S:- Karaya, District-South 24-Parganas, West Bengal, India, PIN - 700019 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ACWPR7450B, Status :Individual, Executed by: Self, Date of Execution: 26/07/2017 , Admitted by: Self, Date of Admission: 26/07/2017 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 26/07/2017 , Admitted by: Self, Date of Admission: 26/07/2017 ,Place : Pvt. Residence |

Developer Details :

| Sl No | Name,Address,Photo,Finger print and Signature |
|-------|--|
| 1 | ARRJAVV BUILDERS PVT LTD 54A SARAT BOSE ROAD KOLKATA 700019, P.O:- BALLYGUNGE, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019 , PAN No.:: AAMCA3441L, Status :Organization, Executed by: Representative |

Representative Details :

| Sl No | Name,Address,Photo,Finger print and Signature |
|-------|--|
| 1 | Mr HARSH JAIN (Presentant) Son of Mr MAHENDRA JAIN 54A SARAT BOSE ROAD KOLKATA 700019, P.O:- BALLYGUNGE, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACLPJ5319A Status : Representative, Representative of : ARRJAVV BUILDERS PVT LTD (as DIRECTOR) |

Identifier Details :

| Name & address | |
|--|--|
| Mr ASIT MANNA Son of Mr A K MANNA 6 OLD POST OFFICE STREET KOLKATA 700001, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , Identifier Of Mr SAUMISH CHANDRA ROY, Mr HARSH JAIN | |
| | |

Transfer of property for L1

| Sl.No | From | To. with area (Name-Area) |
|-------|------------------------|----------------------------------|
| 1 | Mr SAUMISH CHANDRA ROY | ARRJAVV BUILDERS PVT LTD-132 Dec |

Transfer of property for S1

| Sl.No | From | To. with area (Name-Area) |
|-------|------------------------|---|
| 1 | Mr SAUMISH CHANDRA ROY | ARRJAVV BUILDERS PVT LTD-20000.00000000 Sq Ft |

Endorsement For Deed Number : I - 190105073 / 2017

On 26-07-2017

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

Presented for registration at 17:35 hrs on 26-07-2017, at the Private residence by Mr HARSH JAIN .

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 33,76,79,997/-

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

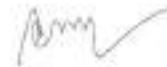
Execution is admitted on 26/07/2017 by Mr SAUMISH CHANDRA ROY, Son of Late SOURISH CHANDRA ROY, 2 BRIGHT STREET KOLKATA 700019, P.O: BALLYGUNGE, Thana: Karaya, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by Profession Business

Identified by Mr ASIT MANNA, . . Son of Mr A K MANNA, 6 OLD POST OFFICE STREET KOLKATA 700001, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

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

Execution is admitted on 26-07-2017 by Mr HARSH JAIN, DIRECTOR, ARRJAVV BUILDERS PVT LTD, 54A SARAT BOSE ROAD KOLKATA 700019, P.O:- BALLYGUNGE, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019

Identified by Mr ASIT MANNA, . . Son of Mr A K MANNA, 6 OLD POST OFFICE STREET KOLKATA 700001, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service



Malay Chakrabarty
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
Kolkata, West Bengal

On 02-08-2017

Payment of Fees


Certified that required Registration Fees payable for this document is Rs 15,00,105/- (B = Rs 15,00,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by by online = Rs 15,00,105/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/07/2017 12:36PM with Govt. Ref. No: 192017180043612581 on 26-07-2017, Amount Rs: 15,00,105/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 352902754 on 26-07-2017, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by by online = Rs 74,971/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/07/2017 12:36PM with Govt. Ref. No: 192017180043612581 on 26-07-2017, Amount Rs: 74,971/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 352902754 on 26-07-2017, Head of Account 0030-02-103-003-02



Malay Chakrabarty
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
Kolkata, West Bengal

On 03-08-2017

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

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

Payment of Stamp Duty

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

Description of Stamp

1. Stamp: Type: Impressed, Serial no 44626, Amount: Rs.100/-, Date of Purchase: 26/07/2017, Vendor name: A Sarkar



Malay Chakrabarty
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2017, Page from 180725 to 180792
being No 190105073 for the year 2017.



Digitally signed by MALAY
CHAKRABORTY
Date: 2017.08.23 11:34:44 +05:30
Reason: Digital Signing of Deed.

(Malay Chakrabarty) 23-08-2017 11:34:43
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
West Bengal.

(This document is digitally signed.)

DATED THIS DAY OF 2017

BETWEEN

SAUMISH CHANDRA ROY

..... OWNER

- AND -

ARRJAVV BUILDERS PRIVATE LIMITED

..... DEVELOPER

DEVELOPMENT AGREEMENT

R. L. GAGGAR,
SOLICITOR & ADVOCATE
TEMPLE CHAMBER
6, Old Post Office Street,
Third Floor,
Kolkata – 700001.