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

*[Signature]*  
 13/9/19  
 Additional Registrar of Assurances-IV, Kolkata

*[Signature]*  
 Additional Registrar of Assurances-IV, Kolkata

13 SEP 2019

THIS AGREEMENT made this 12<sup>th</sup> day of September Two Thousand and Nineteen

*[Handwritten initials]*

BETWEEN

1 PARTIES:

1.1 OWNERS:

1.1.1 SUGAM PROMOTERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its Registered Office at 2/5 Sarat Bose Road, Unit No- 1F, Police Station, Ballygunge, Post Office Elgin Road,

SUGAM PROMOTERS PVT. LTD.  
*[Signature]*  
 Director

SHERATOVE NIRMAN PVT. LTD.  
*[Signature]*  
 Director / Authorised Signatory

SUGAM DIAMOND PROJECTS LLP  
*[Signature]*  
 Partner / Authorised Signatory

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

GRN: 19-201920-007249435-1  
GRN Date: 12/09/2019 15:54:58  
BRN: 896975504

Payment Mode: Online Payment  
Bank: HDFC Bank  
BRN Date: 12/09/2019 15:56:04

DEPOSITOR'S DETAILS

Id No. : 19040001462793/2/2019  
(Query No./Query Year)

Name : ASHOK SARAF

Contact No. :

E-mail :

Address : 25 safat bose road, 4b kolkata 700020

Applicant Name : Mr Sugam Diamond Projects LLP

Office Name :

Office Address :

Status of Depositor : Others

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	19040001462793/2/2019	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	19040001462793/2/2019	Property Registration- Registration Fees	0030-03-104-001-16	500105

Total

575126

In Words : Rupees Five Lakh Seventy Five Thousand One Hundred Twenty Six only

Kolkata- 700020 (having PAN AABCH8180N), CIN No- U70200WB2007PTC113231 represented by its Director Mr. Ashok Saraf son of Late Santosh Kumar Saraf residing at Flat No. 5B, 14/2 Burdwan Road, Kolkata - 700027 Police Station Alipore, Post Office Alipore (having PAN AJQPS0820D)

- 1.1.2 **SHERATOVE NIRMAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its Registered Office at 7B Dr Harendra Coomer Mukherjee Sarani (Formerly Pretoria Street) Police Station Shakespeare Sarani, Post Office Park Street, Kolkata- 700071 (having PAN ABBCS6936J), CIN No- U70200WB2019PTC230767 represented by its Director Mr. Sheo Kumar Kajaria son of Late Basdeo Kajaria, (having PAN AFCPK7875A) residing at 701, Suriyakiran, 4 Ashoka Road, Alipore, Kolkata - 700027, Police Station Alipore, Post Office Alipore

both hereinafter jointly referred to as "the **OWNERS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective successors or successors-in-office) of the **ONE PART**; **AND**

1.2 **DEVELOPER:**

- 1.2.1 **SUGAM DIAMOND PROJECTS LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at 2/5 Sarat Bose Road, 4th Floor, Unit No-4B, P.O Elgin Road, P.S. Ballyganj, Kolkata - 700020 having LLPIN: AAP-5530 and PAN: ADZFS2010G represented by its Designated Partner Mr. Vivek Kumar Kajaria, (having PAN AFCPK7875A), son of Mr Sheo Kumar Kajaria residing at 701, Suriyakiran, 4 Ashoka Road, Alipore, Kolkata - 700027, Police Station Alipore, Post Office Alipore hereinafter referred to as "the **DEVELOPER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its partners, successors or successors-in-office and/or successors-in-interest and/or assigns) of the **OTHER PART**:

**SECTION-I # DEFINITIONS & INTERPRETATION:**

2 **DEFINITIONS:**

- 2.1 Unless in this Agreement there be something contrary or repugnant to the subject or context:-

- 2.1.1 "**Agreed Ratio**" shall mean the ratio of sharing or distribution of Realization between the Owners and the Developer which shall be 20% (twenty percent)

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belonging to the Owners and 80% (eighty percent) belonging to the Developer.

- 2.1.2 **"Appropriate Authorities"** shall mean the Central or State Government or any Department thereof and/or its officers and also all other State Executives Judicial or Quasi Judicial authorities and persons and includes any Local Authority, Government Company, Statutory Bodies or authorities, Konnagar Municipality, Planning Authority, Kolkata Metropolitan Development Authority, B.L.&L.R.O., D.L.&L.R.O., District Magistrate, Additional District Magistrate, Commissioner, Collector, other authorities under the West Bengal Land Reforms Act or Estate Acquisition Act or any other statute, Fire Brigade, BSNL, Microwave Department, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Airport Authority, Highway Authority, Authorities under the Real Estate Laws, Police Authorities, Law Enforcement Authorities, Pollution Control Authorities, Fire Service Authorities, Insurance Companies, Courts, Tribunals, Judicial and Quasi Judicial authorities and forums, Service/Utility Providers for electricity, water, drainage, sewerage, lift, generator, telecom, television, wireless connectivity, digital and other utilities whatsoever or howsoever.
- 2.1.3 **"Building Complex" or "Complex"** shall mean the New Buildings at the Subject Property on phasewise manner as constructed and together with the relevant Common Areas and Installations.
- 2.1.4 **"Building Plans"** shall mean the plan for construction of those of the New Buildings as sanctioned vide Memo No. 18/12/18 dated 1<sup>st</sup> February, 2019 by the Konnagar Municipality in the name of the Owner No. 1 in respect of the Subject Property of the Building Complex and include all modifications and/or alterations as may be made thereto and shall also in respect of the other Phases mean the plans that may be approved for construction of New Buildings and other developments thereon.
- 2.1.5 **"Common Areas and Installations"** shall according to the context mean and include the areas installations and facilities for common use in and for the New Buildings and/or the Subject Property and/or Phases thereof with rights to the Developer to modify and/or alter the same and/or to keep any part or parts of the Common Areas and Installations as being meant for use by the specified category of Transferees and/or such other persons as the Developer may deem fit and proper. A tentative list of Common Areas and Installations in the First Phase is as mentioned in PART-I of the THIRD SCHEDULE hereunder written.

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- 2.1.6 "Common Purposes" shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the transferees thereof; collection and disbursement of the common expenses; the purpose of regulating mutual rights, obligations and liabilities of the Transferees thereof; and dealing with all matters of common interest of the Transferees thereof.
- 2.1.7 "Completion of Construction" in connection with any New Building shall mean that such New Building is constructed and for which Completion Certificate is/are issued by the Architect.
- 2.1.8 "Developer's Share of Realization" shall mean 80% of the Realizations in respect of the Building Complex and all Transferable Areas therein.
- 2.1.9 "Extras and Deposits" shall mean the amounts mentioned in **FOURTH SCHEDULE** hereto subject to any variations as per Clause 10.7 hereto.
- 2.1.10 "First Phase" shall mean the portion of the Subject Property which is morefully described in **PART-II** of the **SECOND SCHEDULE** hereto and which is the subject matter of the Building Plans already sanctioned.
- 2.1.11 "Force Majeure" shall mean any event or combination of events or circumstances beyond the control of a Party, which cannot be prevented or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Agreement including (a) Acts of God i.e. fire, drought, flood, earthquake, storm, lightning, epidemics and other natural disasters; (b) Explosions or accidents, air crashes; (c) General strikes and/or lock-outs, civil disturbances, curfew etc.; (d) Civil commotion, insurgency, war or enemy action or terrorist action; (e) Change in Law, Rules and Regulations, injunctions, prohibitions, or stay granted by court of law, Arbitrator, Government; (f) Non functioning of any existing or new concerned Appropriate Authorities due to any reason whatsoever and (g) any other event or circumstance which is beyond the control of the parties hereto.
- 2.1.12 "New Buildings" shall mean the several towers/buildings for residential, non residential and/or mixed use to be constructed from time to time at the Subject Property.
- 2.1.13 "Owners' Share of Realization" shall mean 20% of the Realizations in respect of the Building Complex and all Transferable Areas therein.

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- 2.1.14 **"Parking Spaces"** shall mean the open and covered spaces for parking of cars and/or two wheelers at the Building Complex.
- 2.1.15 **"Pass Through Charges"** shall mean the Goods and Service Tax or any substitutes, additions or alterations thereof and any other impositions, levies or taxes (other than Income Tax) on the Transfer in favour of the Transferees.
- 2.1.16 **"Phases"** shall mean the First Phase and one or more other phases in which the development of the Building Complex is carried out in pursuance of this agreement.
- 2.1.17 **"Realization"** shall mean the amounts that may, from time to time, be received against the Transfer of Units and Parking Spaces and other Transferable Areas and/or in relation to such Transfer on any account other than Pass Through Charges and Extras and Deposits.
- 2.1.18 **"Real Estate Laws"** shall mean the West Bengal Housing Industry Regulation Act, 2017 as amended from time to time and include the applicable rules, regulations and byelaws in respect thereof.
- 2.1.19 **"Specifications"** shall mean certain requirements as regards the construction, erections, fittings, fixtures, installations etc., of the Building Complex as per particulars mentioned in **PART-II** of the **THIRD SCHEDULE** hereto.
- 2.1.20 **"Entire Property"** shall mean the pieces or parcels of land containing a land area of 14.584 acres more or less situate lying at and being portions of Dag Nos. 3033 and 3034 and the entire Dag Nos. 3035, 3033/4099 and 3033/4100 all recorded in L.R. Khatian No. 12284 in Mouza - Konnagar, Police Station Uttarpara in the District of Hooghly in the State of West Bengal and assessed as Municipal Holding No. 61, Lal Bahadur Sastri Road by Konnagar Municipality and morefully and particularly described in the **FIRST SCHEDULE** hereunder written.
- 2.1.21 **"Portions under Gift"** shall mean the pieces or parcels of land containing an aggregate area of 1.58 acres or 4 Bighas 15 cottahs 9 chittacks 20 Square feet more or less out of the Entire Property intended to be gifted to Konnagar Municipality under three Deeds of Gift were executed and registered in favour of the Konnagar Municipality (i) one being dated 10<sup>th</sup> January, 2019 and registered with the Additional Registrar of Assurances-III, Kolkata in Book No. I, Volume No. 1903-2019, Pages 15097 to 15121, Being No. 190300172, for the year 2019, (ii) another one being dated 10<sup>th</sup> January 2019

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and registered with the Additional Registrar of Assurances-III, Kolkata in Book No. I, Volume No.1903-2019, Pages 15073 to 15096, Being No. 190300173, for the year 2019 and (iii) the third one dated 21<sup>st</sup> January 2019 and registered with Additional Registrar of Assurances-III, Kolkata in Book No. I, Volume No. 1903-2019, Pages 36049 to 36072 Being No. 190300488, for the year 2019.

- 2.1.22 **"Subject Property"** shall mean the pieces or parcels of land containing an area of 13.004 acres or 39 Bighas 06 Cottahs 11 Chittacks 40 Square feet more or less which remained after excluding the Portions under Gift from the area of the Entire Property comprised in portions of the said L.R. Dag Nos. 3033 (portion measuring 4.054 acres out of 6.634 acres), 3034 (portion measuring 5.697 acre out of 6.517 acre), 3035 (1.538 acre), 3033/4099 (0.755 acre) and 3033/4100 (0.960 acre) recorded in L.R. Khatian No. 12284 in Mouza - Konnagar, Police Station Uttarpara in the District of Hooghly morefully and particularly mentioned and described in **PART-I** of the **SECOND SCHEDULE** and in case of variation in the Portions Under Gift, the expression shall be read to include the effect of such variation.
- 2.1.23 **"Transfer"** with its grammatical variations shall mean transfers by sale or any other means adopted by the Developer.
- 2.1.24 **"Transferable Areas"** shall mean the Units, Parking Spaces and anything else comprised in the Building Complex which can be commercially exploited including by making it part of area of Units or by making it appurtenant to any Unit or otherwise.
- 2.1.25 **"Transferees"** shall mean the persons who from time to time purchase or agree to purchase or otherwise acquire any Transferable Area in the Building Complex.
- 2.1.26 **"Units"** shall mean the independent and self-contained residential flats in the New Buildings at the Subject Property capable of being exclusively held used or occupied by a person and also include any offices or shops, commercial spaces in or portions if so and as may be constructed by the Developer as part of any New Building/s.

## 2.1 INTERPRETATION:

- 2.1.1 Reference to any clause shall mean such clause of this Agreement and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this Agreement and include any parts of such Schedule.

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- 2.1.2 Headings, Clause Titles, Capitalized expressions and Bold expressions are given for convenience only.
- 2.1.3 Words of any gender are deemed to include those of the other gender;
- 2.1.4 Words using the singular or plural number also include the plural or singular number, respectively;
- 2.1.5 The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Articles of this Agreement, as the case may be;
- 2.1.6 Reference to the word "include" shall be construed without limitation;
- 2.1.7 The Schedules/Annexure and recitals hereto shall constitute an integral part of this Agreement and any breach of the stipulations contained in the Schedule shall be deemed to be a breach of this Agreement;
- 2.1.8 Where any notice, consent, approval, permission or certificate is required to be given by any party to this Agreement such notice, consent, approval, permission or certificate must (except where otherwise expressly specified), be in writing.

**SECTION-II # RECITALS AND REPRESENTATIONS:**

**3 RECITALS/REPRESENTATIONS:**

**3.1 RECITALS:**

- 3.1.1 **WHEREAS** the Owners have from time to time purchased the Subject Property and each of the Owners are owning areas and/or shares therein as mentioned in Clause H of the **FIFTH SCHEDULE** hereto.
- 3.1.2 **AND WHEREAS** the Owners and the Developer have on principal to principal basis agreed that the Developer would develop the Subject Property on mutually agreed terms as contained in a Memorandum of Understanding between them and no economic benefit in the form of supply would occur between the Developer and Owners.
- 3.1.3 **AND WHEREAS** the Building Plans to be sanctioned for the First Phase vide no 18/12/18 dated 1<sup>st</sup> February, 2019 have already been sanctioned by the Konnagar Municipality. As per the said Building Plans there has been sanctioned 04 towers/buildings containing multiple residential units and a club building common to the Building Complex as a whole (including the First Phase) and there are common amenities and facilities some of which are common to each individual

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building and some which are common to the Building Complex as a whole, including those in the First Phase.

- 3.1.4 **AND WHEREAS** the parties have on principal to principal basis broadly agreed that the Owners shall provide the land of the Subject Property and allow the same to be developed exclusively by the Developer and the Developer shall at its own costs and expenses construct the Building Complex thereon and Transfer the Transferable Areas therein to intending Transferees and the Realizations received shall be allocated between the Owners and the Developer in the Agreed Ratio. The parties are now desirous of recording into writing the realization share and the detailed terms and conditions agreed between them in connection with the development of the Subject Property and the administration and Transfer of the Building Complex and the respective rights and obligations of the parties in respect of the same as hereinafter contained.

3.2 **REPRESENTATIONS:**

- 3.2.1 The Owners made the following several representations, assurances and warranties to the Developer which have been completely relied upon and believed to be true and correct by the Developer for the purpose of entering upon this Agreement and the transaction envisaged herein:
- (a) That the Owners are presently the full and absolute Owners of the Subject Property with marketable title to their respective parts thereof and free from Encumbrances created or suffered by the Owners and in khas vacant and peaceful possession thereof. The facts about the Owners deriving title to the Subject Property are stated in the **FIFTH SCHEDULE** hereto.
  - (b) That the Subject Property has not been attached or is liable to be attached under any decree or order of any Court of Law or due to Income Tax realization or any other Public Demand.
  - (c) There is no impediment, obstruction, restriction or prohibition in the Owners entering upon this Agreement and/or in the development and transfer of the Subject Property.
  - (d) That there is no subsisting agreement or contract with any other person in connection with the Subject Property or any part thereof or its development/sale/transfer.
  - (e) That the Owners have not mortgaged or charged or provided security interest in respect of the Subject Property or any part thereof and there is no notice or proceeding for realization or recovery of the dues of any Bank,

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Financial Institution nor is there any proceeding under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or the Companies Act or the Bankruptcy & Insolvency Code or before the Debts Recovery Tribunal or before any Court or Tribunal.

- (f) The Owner No. 1 herein also applied for and obtained necessary No Objection Certificate from the competent authority and Sub- Divisional Officer, Serampore for development and construction of Housing Complex at or upon the Entire Land vide Memo No. 122ULC dated 13th June, 2016 under the provisions of the Urban Land (Ceiling & Regulations) Act, 1976.
- (g) That subject to the terms hereof, there is no difficulty in the compliance of the obligations of the Owners hereunder.

3.2.2 **REPRESENTATIONS OF DEVELOPER:** The Developer has represented and assured the Owners, inter alia, as follows:-

- (a) The partners of the Developer are carrying on business of real estate and have the necessary infrastructure, expertise and resources in this field.
- (b) The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.
- (c) Subject to the terms hereof, there is no difficulty in compliance of the obligations of the Developer hereunder.

#### **SECTION-III # WITNESSETH:**

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO** as follows:

#### **4 DEVELOPMENT AND CONSTRUCTION:**

4.1 In the premises aforesaid:-

- 4.1.1. The Owners have agreed that the Developer shall have exclusive rights and authority to develop one or more Building Complex in multiple Phases at the Subject Property and to Transfer the Transferable Areas and administer the Common Purposes (upto a specified time) and the Developer has agreed to accept the same; and

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- 4.1.2 the Developer has agreed to carry out the planning and implementation of the Building Complex and to invest or cause investment of the costs and expenses required for the same and to carry out certain other acts, deeds and things pertaining to the Building Complex; and to Transfer the Transferable Areas at the Building Complex; and to be entitled to the Developer's Share of Realization and other sums as hereinstated in consideration thereof; and
- 4.1.3 the Owners have agreed to Transfer to the Transferees, the proportionate undivided share in the land attributable to Units and other constructed areas upon Completion of Construction thereof and to carry out certain other acts, deeds and things pertaining to the land at the Subject Property; and to be entitled to the Owners' Share of Realization in consideration thereof;
- 4.1.4 the Owners and the Developer have agreed to act on principal to principal basis in respect of their roles, rights and obligations;

all on the terms and conditions hereinafter contained.

- 4.2 In pursuance of this agreement, the Developer shall have the sole and exclusive rights, authorities and entitlements (a) to develop and construct or cause to be developed and constructed the Building Complex at the Subject Property and (b) to Transfer the Transferable Areas therein, (c) to administer the Building Complex in the manner and until the period as morefully contained herein, (d) to the Developer's Share of Realization, (d) entirety of the Extras and Deposits and (e) all other properties benefits and rights of the Developer hereunder or to which the Developer is entitled hereunder; **And** the Owners shall be entitled (a) to the Owners' Share of Realization and (b) all other properties benefits and rights of the Owners hereunder or to which the Owners are entitled hereunder; on and subject to the terms and conditions hereinafter contained.

## 5 LAND RELATED OBLIGATIONS:

- 5.1 In connection with the Subject Property, the Owners shall, at their own costs and expenses, comply with the following obligations:-

- 5.1.1 **Title** : The Owners shall deal with, settle or otherwise clear any legitimate question or objection or claim of any person due to any reason whatsoever on the title of the Owners to the Subject Property. The Owners agrees to answer and comply with any reasonable requisitions on title that may be raised from time to time.

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- 5.1.2 **Free from Encumbrances:** The Subject Property and each part thereof is free from Encumbrances created made done and suffered by the Owners and the Owners shall not hereafter create any Encumbrance on the same.
- 5.1.3 **Mutation & Conversion:** The Owners shall continue to maintain proper mutation of their names in respect of the Subject Property and proper conversion of the same for bastu and like purposes in the records of B.L. & L.R.O. In case the records of the B.L. & L.R.O, Municipality, or any other concerned authority require any correction or rectification or change, the Owners shall cause the same;
- 5.1.4 **Direct Access:** The Subject Property has and shall continue to have direct access from the abutting public road/s,
- 5.1.5 **Clearances:** The Owners shall apply for any permissions and clearances in respect of the land as may be required in law to be obtained by the Owners.
- 5.1.6 **Taxes:** The Owners shall pay and clear upto the date of execution hereof the Land Revenue (Khajana) and Municipal Tax, if any outstanding;
- 5.2 **TIME AND COSTS AND EXPENSES FOR OBLIGATIONS OF OWNERS:** The time for compliance of the several obligations of the Owners shall be within 90 (ninety) days from the date of being required to do so upon the situation for the same arising.
- 5.3 **CO-OPERATION OF DEVELOPER:** The Developer agrees to provide necessary co-operation to the Owners in carrying out the obligations of the Owners hereinabove contained.
- 5.4 **TITLE DEEDS:**
- 5.4.1 All original Title Deeds relating to the Subject Property exclusively shall be delivered by the Owners to the Developer simultaneously with the execution hereof.
- 5.4.2 The Developer shall be entitled from time to time and at all times to produce, give copies and extracts of and from the said original Title Deeds before government and semi government bodies and authorities, municipal and land authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi judicial forums, service providers, buyers/transferees in the Building Complex and financial institutions/banks/ NBFC's providing finance to the Developer and loans to the buyers/transferees and other persons and authorities as may be required by the Developer.

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5.4.3 The Developer may produce or deliver the original title deeds to the Appropriate Authorities or financiers providing loans or advances to the Developer pursuant to the rights and authorities of the Developer hereunder.

5.4.4 Upon Completion of Construction of the Building Complex and completion of Transfer of all the Units therein, the original Title Deeds shall be handed over to the Maintenance In-charge/Association of the Building Complex.

**6 PLANNING, SURVEY, SANCTION AND MODIFICATION OF BUILDING PLANS:**

6.1 **PLANNING:** The planning and layout for the development of the First Phase has been done by the Owners and for the remaining Phases shall be done by the Developer. The Developer shall be entitled to modify the planning for the First Phase. The planning hereafter shall include the design, concept and layout of the Building Complex including the New Buildings (whether residential or non residential or mixed use) and also of landscaping, plantation, walkways, driveways, etc., at the Subject Property and the nature of buildings (including Green buildings-if provided), provision for implementation of the Club with sporting/entertainment/recreation/health centre and the different phases of implementation of the Building Complex development.

6.2 **DEVELOPMENT IN PHASES:** The Developer shall commence the development with the First Phase and shall be free to plan, commence and continue the construction and development of the Subject Property or any part thereof in multiple phases. Any further phase may comprise of one or more New Building/s with part of the Common Areas and Installations and part of the land as may be identified for use in each phase and with certain Common Areas and Installations being common for multiple phases and some for the whole Building Complex as may be finally decided by the Developer.

6.3 **SURVEY AND SOIL TESTING:** The Developer shall at its own costs and expenses be entitled to carry out necessary survey and soil testing and other preparatory works in respect of the Subject Property. The Developer may take the benefit of surveys and soil test already done by the Owners.

6.4 **BUILDING PLANS FOR FUTURE PHASES:** The Developer may prepare one or multiple Building Plans at one time or multiple times in respect of the future Phases at the Subject Property. The Building Plans shall be prepared in consultation with the Owners.

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6.5 **MODIFICATIONS:** The Developer shall in consultation with the Owners be entitled from time to time to cause modifications and alterations to the Building Plans already sanctioned and any new plans in such manner and to such extent as the Developer may deem fit and proper.

7 **CONSTRUCTION OF THE BUILDING COMPLEX:**

7.1 **CONSTRUCTION:** The Developer shall construct or cause to be constructed the New Buildings at the Subject Property.

7.2 **QUALITY OF CONSTRUCTION:** The Developer shall construct or cause to be constructed the New Buildings in a good and workman like manner with good quality of materials and with the Specifications as mentioned in **PART-II** of the **THIRD SCHEDULE** hereto or equivalent substitutes thereof. The Developer shall handle and tackle local issues which may arise. The Developer shall construct and build the New Buildings in accordance with the Building Plans and do all acts, deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules in force at the relevant time. The construction shall be done by the Developer in compliance of the legal requirements.

7.3 **COMPLETION CERTIFICATE:** The Developer shall obtain necessary completion certificates in respect of the New Buildings from the Architect for the building complex project. Such Completion Certificate may be obtained by the Developer on phase-wise or building wise and partially. If such certificates are also issued at the material time by the sanctioning authority, then the Developer shall apply for and obtain the same from time to time from such authority.

7.4 **MANAGEMENT AND CONTROL:** The Developer shall have exclusive and unobstructed right to administer the development of the Building Complex. The Developer shall be free to set up site office, put up the hoardings/boards, bring out brochures and commence the preparatory works for Transfer of the proposed Complex at the Developer's cost.

7.5 **TEAM:** The Architect for the Building Complex and the entire team of people required for the execution of the Building Complex shall be such person as may be selected and appointed by the Developer in its sole discretion. All persons employed by the Developer for the purpose of construction such as architects, engineers, contractors, labourers, care-takers, security personnels, consultants, etc., shall be the persons under the appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc. or their acts in any manner whatsoever and shall

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have no responsibility towards the architect and/or contractors labourers caretaker etc. or for the compliance of the provisions of labour laws, payment of wages, payment of P.F., E.S.I. etc., maintenance of records of labourers etc. and all the responsibilities in this regard shall be of the Developer and the Owners shall be kept protected and harmless against any action, if taken against the Owners for non compliance or violation of the said requirements.

- 7.6 **UTILITIES:** The Developer shall be entitled to use the existing as well as to apply for and obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all the concerned Appropriate Authorities.
- 7.7 **COMMON AREAS AND INSTALLATIONS:** The Developer shall plan and provide the necessary Common Areas and Installations at the Building Complex as is progressively developed. The Developer may modify the Common Areas and Installations in the Subject Property meant jointly or individually for (a) any individual New Building, (b) any phase and/or (c) different category of Transferees and/or use of the different areas. The Developer shall provide for the availability of Common Areas and Installations providing for passages, driveways, electricity, drainage and sewerage and water connections and any other area, installation or facility that the Developer may provide at the Subject Property. The Developer shall as it deems fit and proper be entitled to:-
- 7.7.1 Erect, install and/or operationalize the Common Areas and Installations within the phases and across the phases and gradually;
- 7.7.2 Allow or permit only provisional and/or partial use of any of the Common Areas and Installations until Completion of Construction of the Building Complex or until earlier time as the Developer may deem fit and proper;
- 7.7.3 Erect and/or operationalize the Club area containing sporting/entertainment/recreation/health centre, if any and to the extent planned, during one or multiple phases.
- 7.7.4 Change the location, dimension, capacity or any other physical or in-built specifications of any Common Areas and Installations in phases and from time to time to erect, install or shift any portion into any new phase or other portions of the Subject Property;
- 7.7.5 Erect temporary or permanent boundary between the different phases and to continue/remove the same at any time or upon the completion of the later phase;

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- 7.7.6 Impose restrictions and conditions for the use of the Common Areas and Installations including the Club;
- 7.7.7 Charge, demand, receive or realize any Extras or Deposits in connection with any Common Areas and Installations;
- 7.7.8 provide for separate entrances for different areas and provide and provide for segregation of Common Areas and Installations for different phases and/or spaces/Transferees.
- 7.8 **CALCULATION OF AREAS:** The carpet area shall be as per applicable Real Estate Laws and shall be provided by the Developer and the built-up area in respect of all the Units and other Transferable Areas in the Building Complex shall be such as be determined by the Developer.
- 7.9 **AUTHORITY:** The Owners hereby agree and confirm that the Developer shall have all the authority to carry out the planning and development of the Building Complex.
- 7.10 **APPROVALS FOR DEVELOPMENT:** The Developer shall in its own name or in the name of the Owners apply for and obtain all permissions, clearances, no objection certificates and other approvals required for carrying out the development at the Subject Property, including those required from Pollution Control Authority, Fire Service Authorities, Police Authorities, Municipal Authorities any other Statutory Authorities, at its own costs and expenses.
- 7.11 **COMPLIANCES:** The Developer shall not violate any Municipal or other statutory rules and laws and always abide by and observe all the rules and procedures and practices usually followed in making construction of buildings. The Owners will not be responsible for any latches and/or lapses on the part of the Developer.
- 7.12 **TIME FOR CONSTRUCTION:** Subject to the Owners not being in default in compliance of their obligations hereunder and Subject to Force Majeure, the Developer shall complete the construction of each phase of the Building Complex within **60 months** of the commencement of construction of each phase upon grant of registration under the Real Estate Laws for such phase and all other clearances and certificates by the Appropriate Authorities necessary to commence and carry out the development of such phase in the Building Complex. There shall be an extended period of 6 months beyond the time for construction of each phase as mentioned above.

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7.13 **COMPLETION OF CONSTRUCTION:** The Developer shall be deemed to have constructed and completed the New Buildings if the Developer has constructed the same internally as per the agreed Specifications and provided reasonable ingress and egress, obtained temporary or permanent water, lift, electricity and drainage connections (if and to the extent applicable for such constructed area) and obtained the Completion Certificate of the Architect in respect thereof.

7.13.1 The Developer shall be at liberty to carry out Completion of Construction phase wise and obtain partial Completion Certificates.

7.14 **ADDITIONAL/FURTHER CONSTRUCTION:** The Developer shall be entitled to apply for sanction of additional/further constructions (including any incremental parking space) beyond those sanctioned under the Building Plans if so and as is thereafter possible/permissible to be constructed.

7.15 **COSTS AND EXPENSES:** All further costs and expenses incurred henceforth for sanctioning or modifications of plans (including fees of the Architects and all fees costs and charges payable for sanction, modification, alteration and/or revision of building plans), all costs of construction and development of the Subject Property and the activities mentioned above shall be borne and paid by the Developer.

## 8 SECURITY DEPOSIT:

8.1 The Developer shall deposit with the Owners, a sum of Rs.5,00,00,000/- (Rupees five crores) only as and by way of refundable Security Deposit (hereinafter referred to as "Security Deposit") and payable on or before execution of this agreement hereof (the receipt whereof the Owners do hereby as also by the Receipt and Memo hereunder written admit and acknowledge).

8.1.1 Except as otherwise specifically provided herein, the said Security Deposit shall be interest free

8.2 **REFUND OF SECURITY DEPOSIT:** Out of the Security Deposit amount, a sum of Rs.1,00,00,000/- (Rupees one crore) only shall be refunded within 15 days of Completion of Construction of the First phase of the Building Complex and the Developer notifying the Owners in writing thereabout and the balance Rs.4,00,00,000/- (Rupees four crores) only shall be refunded by the Owners to the Developer progressively as the Owners and the Developer may mutually agree.

## 9 TRANSFER:

9.1 **TRANSFERS BY DEVELOPER:** The Owners have agreed that the Developer shall have exclusive rights and authority to Transfer all Transferable Areas at the Building Complex on the terms and conditions hereinafter contained and to

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negotiate and settle the price and other terms of Transfer with intending Transferees.

- 9.2 **LAND SHARE SALE:** The Owners agree to sell and transfer their undivided shares in the land attributable to the concerned Unit and/or other Transferable Areas with all and whatever its entire share right title and interest in the concerned Transferable Areas to the respective Transferees in such parts or shares as the Developer may nominate or require.
- 9.3 **PUBLICITY:** The Developer shall be entitled to advertise for Transfer of the Units, Parking Spaces and other saleable spaces/constructed areas in the Building Complex in all media.
- 9.4 **MARKETING AGENTS:** The Developer in consultation with Owners shall be entitled to appoint brokers, sub-brokers and other agents for sale and transfer of the Units and Parking Spaces in the Building/s at such remuneration and on such terms and conditions as it may deem fit and proper.
- 9.5 **BOOKINGS:** The Developer shall accept bookings of any Unit, Parking Space or other saleable space/constructed area in the Building Complex in favour of any Unit Purchaser and if necessary to cancel revoke or withdraw any such booking.
- 9.6 **REALIZATIONS & OTHER AMOUNTS:** The Developer shall receive the Realizations including earnest money, part payments, consideration, Extras, Deposits and other amounts on any account receivable from the Transferees and other persons in respect of the Building Complex or any part or share thereof in its own name and shall give receipts for the same which shall fully bind all the parties hereto.
- 9.7 **RATES:** The consideration for which the Developer shall open the bookings and/or for which the Units, Parking Spaces and other saleable areas will be transferred by the Developer shall be such as be determined by the Developer from time to time in consultation with the Owners.
- 9.8 **CUSTOMER DOCUMENTATIONS:** The agreements, receipts, confirmations, applications, sale deeds, final deeds of transfer and other documents relating to Transfer of the Units, Parking Spaces and other saleable/transferable areas shall be executed by the Developer and the Owners and the Owners do hereby authorize and empower the Developer to sign execute and/or register the same as constituted attorney of the Owners fully and in all manner with regard thereto and also agree to execute and/or register one or more powers of attorney from time to time in favour of the Developer as may be required or found necessary and such Power/s shall subsist during the subsistence of this agreement.

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- 9.9 **ADVOCATES:** All documents of transfer or otherwise shall be such as be drafted by DSP Law Associates, Advocates of 4D Nicco House, 1B & 2 Hare Street, Kolkata-700001.
- 9.10 **MARKETING COSTS:** All costs of brokerage, commission and like other amounts relating to Transfer as also any interest, damage or compensation payable to any Unit Purchaser or other person relating to the Building Complex shall be payable by the Developer alone.
- 10 **REALIZATION AND DISTRIBUTION:**
- 10.1 **SHARE IN REALIZATIONS:** The Owners shall be entitled to a specific 20% (twenty percent) of the Realizations from the Building Complex and the Developer shall be entitled to a specific 80% (eighty percentage) of the Realizations from the Building Complex.
- 10.2 **PAYMENT TO OWNERS:** The Developer shall pay to the Owners its specific 20% of the Realizations from the Building Complex on a quarterly basis according to English Calendar and the payments for any quarter shall be made in respect of the total realizations during such quarter and within 15 days of the close of the concerned quarter.
- 10.3 **ERRORS & OMISSIONS:** All payments made by the Developer to the Owners shall be subject to any errors or omissions and the consequent accounting and settlement when detected. Further, in case due to cancellation of any booking or agreements/contracts or any other reason, any part of the Realization becomes refundable or payable to any Unit Purchaser and/or any interest or compensation is payable to any Transferee or any other person in connection with the Building Complex or any part thereof, the share of the Owners therein shall be adjustable out of the future payments to be made by the Developer to the Owners and in case no such future payment is due, the same shall be paid by the Owners to the Developer.
- 10.4 **ACCOUNTS:** The Developer shall maintain proper accounts pertaining to the Transfers, Realizations, Extras & Deposits. The Owners shall have at all times full and free access and liberty to inspect such separate accounts of the Developer. For the purpose of accounting and settlement the parties shall, if so required by the Developer or found necessary, make all necessary entries and adjustments in their respective books of accounts in respect of their respective shares of the incomings and outgoings of and from the Building Complex.

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- 10.5 **FINAL ACCOUNTS:** After fulfillment of this agreement or at such time as the parties mutually agree, the final accounts pertaining to the entire period of continuance of this agreement shall be made and finalized by the parties.
- 10.6 **CONCLUSIVITY OF ACCOUNTS:** The accounts of the Building Complex as on any given date shall be deemed to be final and accepted (save for any errors or omissions on the face of the record) if no objection from any party is received in respect thereon within 45 days of such given date.
- 10.7 **EXTRAS & DEPOSITS:**
- Any Extras and Deposits that may be taken from the Transferees shall be taken and utilized separately by the Developer and the Owners shall have no concern therewith.
- 10.8 **DELIVERY TO TRANSFEREES:** The Developer shall deliver possession of the areas agreed to be Transferred to the respective Transferees and subject to the concerned Transferee not being in any default of his obligations.
- 10.9 **FORMAT:** All documents of transfer or otherwise shall be such as be drafted by DSP Law Associates, Advocates of 4D Nicco House, 1B & 2 Hare Street, Kolkata 700001 or any other law firm as may be decided by the Developer.
- 10.10 **LOANS BY TRANSFEREES:** The Transferees shall be entitled to take loans for the purpose of acquiring specific Units and Transferable Areas launched from banks, institutions and entities granting such loans. The Owners and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents etc. as be required in this regard by such banks, institutions and entities Provided That there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Project/Subject Property except the flat/unit and appurtenances under sale or Transfer and save those occasioned due to cancellation of the agreement with the Transferee and to the extent to be mentioned in the agreement for sale to be entered with them.
- 10.11 **RECORDS AND INSPECTION:** Each party shall maintain the respective records of Transfer (including Marketing Costs) of the Complex.
- 11 **COMMON PURPOSES AND MAINTENANCE IN-CHARGE:**
- 11.1 **COMMON PURPOSES:** All Transferees shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Developer and adopted for or relating to the Common Purposes in consultation with the Owners.

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- 11.2 **MAINTENANCE IN-CHARGE:** The Developer shall form one or more Maintenance Companies and/or Associations for the Common Purposes of management and maintenance of the Building Complex and collection and disbursement of Common Expenses and till such time as the Association or Maintenance Company is formed and handed over the charge of administering the Common Purposes or such other time as the Developer may desire, the Developer or its nominee shall be in charge of the administration for the Common Purposes. Subject to the laws for the time being in force, the entire Building Complex shall be under one or multiple phasewise Associations and the membership of the same shall be taken by the Co-owners accordingly. It is expressly agreed and understood that so long as the Developer or its nominee be the Maintenance In-charge, the Owners and/or their nominees or transferees shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred.

**12 COVENANTS BY THE OWNERS:**

- 12.1 The Owners do hereby covenant with the Developer as follows:-

12.1.1 The Owners shall sign, execute, submit and deliver all applications, undertakings, declarations, affidavits, plans, letters and other documents and do all acts deeds and things as may be required by the Developer in connection with the obtaining any modification/alteration to the sanctioned Building Plans and for obtaining any clearance and/ or approvals required to be obtained by the Developer for commencing or carrying out the Development of the Building Complex at the Subject Property.

12.1.2 For all or any of the purposes contained hereinabove and required by the Developer, the Owners shall render all assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time promptly and without any delay, failing which the time periods for construction by the Developer shall stand automatically extended by the periods of delay on the part of the Owners.

12.1.3 With effect from the date of execution hereof, the Owners shall neither deal with, transfer, let out or create any Encumbrance in respect of the Subject Property or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.

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- 12.1.4 That the Owners shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Developer.
- 12.1.5 That the Owners shall not cause any interference or hindrance in the modification/addition/alteration of the sanctioned Building Plans in terms hereof, construction and development at the Subject Property by the Developer and/or Transfer of the Transferable Areas and not to do any act deed or thing whereby any right of the Developer hereunder may be affected.
- 12.1.6 That the Owners shall ensure that it shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement and shall keep the Developer and all persons deriving right from the Developer fully saved harmless and indemnified from and against all losses, damages, costs, claims, demands, actions or proceedings that may be suffered or incurred by them or any of them in this regard.
- 12.1.7 The Owners will bear and pay any tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force on the Owners' Share of Realization.

12.2 **COVENANTS BY THE DEVELOPER:** The Developer do hereby covenant with the Owners as follows:-

- 12.2.1 The Developer agree not to do any act deed or thing whereby any right or obligation of the Owners hereunder may be affected or the Owners are prevented from making or proceeding with the compliance of the obligations of the Owners hereunder.
- 12.2.2 The Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and shall not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.
- 12.2.3 The Developer shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Owners but may enter upon joint venture, collaboration, tie-up with any person and also to appoint sub-developer as the Developer may deem fit and proper. However the obligations of the Developer hereunder shall not be affected thereby.

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13 **FORCE MAJEURE:** Notwithstanding anything elsewhere to the contrary contained in this Agreement, the parties hereto shall not be considered to be in default in performance of the obligations or be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the force majeure and time for performance shall remain suspended during the duration of the force majeure.

14 **POWERS OF ATTORNEY:**

14.1 The Owners shall with or after the execution of these presents execute and/or register one or more Powers of Attorney in favour of the Developer and/or the Developers' nominated persons being namely Mr. Vivek Kumar Kajaria, Mr. Suhel Saraf and Mr. Suyash Saraf or such other person as may be nominated from time to time granting all necessary powers and authorities to effectuate and implement this Agreement (including for preparation and sanction of the revised Building Plans, construction and development of the Subject Property, sale or otherwise transfer of the Transferable Areas and all share right title and interest of the Owners in the Building Complex) and also otherwise under this Agreement and agree that the same shall subsist during the subsistence of this Agreement.

14.2 It is understood that to facilitate the Building Complex, various acts deeds matters and things not herein specified may be required to be done by the Developer for which the Developer may need the authority of the Owners for making or signing of various applications and other documents relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.

14.3 The said power or powers of attorney to be so granted by the Owners to the Developer and/or its nominee/s shall form an integral part of this Agreement and the Owners shall not be entitled to modify or alter the same without the prior written consent of the Developer.

15 **MORTGAGE:**

15.1 The Owners hereby agree, undertake and acknowledge that the Developer shall be entitled, to obtain loans and / or advances from the Banks and / or Financial Institutions and / or Housing Finance Companies (HFC) and / or Non- Banking

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Financial Companies (NBFC'S) as may from time to time be required specifically and only for carrying out and completing the Building Complex and not for any other purpose by creating charge over the Developer's Allocation and for that to deposit of original title deeds and/or creating mortgage of and in respect of the Subject Property or any part thereof on such terms and conditions as the Developer shall think proper and in this regard, if so required, the " " Developer may deposit the original Title Deeds with the Bank/Financial Institution /HFC/NBFC and to collect back the same on re-payment of the dues.

- 15.2 To enable the Developer to raise finance exclusively for development of the Subject Property and/or for construction of the New Buildings at the Building Complex, the Owners shall extend their co-operation and assistance as may be required for obtaining such loans and advances from the Banks and / or Financial Institutions and / or Housing Finance Companies and / or Non- Banking Financial Companies (NBFC'S) and / or any other financial entity. The Owners for such purpose shall grant Power of Attorney, wherein , the Developer and or its nominee or nominees would be empowered to represent the Owners to create charge in favour of the Banks and / or Financial Institutions and / or Housing Finance Companies and / or Non Banking Financial Companies (NBFC'S) and / or any other financial entity.
- 15.3 The Developer shall solely and exclusively be responsible to repay the loans and advances, which the Developer may obtain as aforesaid as also to pay all interest thereon and charges related thereto and in this regard the Owners shall not be liable or responsible in any manner what so ever.
- 15.4 The Developer shall keep the Owner as also the Subject Property and/ or the said project absolutely indemnified and harmless against repayment of such loans and advances including interest and all other connected obligations and liabilities and against any loss, damage, cost, claim, demand, action, prosecution or proceeding as may be suffered or incurred by the Owners or any buye transferee in the Building Complex in this regard.

16 GENERAL:

- 16.1 ENTRY: As a purpose incidental to carrying out the development of the Subject Property in terms hereof, the Owners shall allow the Developer to enter upon and carry out necessary works without either delivery or acceptance of any form of possession by the Owners to the Developer. It is hereby expressly agreed by and between the parties hereto that the possession of the Subject Property shall not be given or intended to be given to the Developer under any circumstances whatsoever including in part performance as contemplated by Section 53A of the

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Transfer of Property Act 1882 read with Section 2 (47)(v) of the Income Tax Act 1961. It is expressly agreed and declared that the possession, juridical or otherwise, of the Subject Property shall always remain vested in the Owners

16.2 **PROPERTY TAXES AND OUTGOINGS:** Till the date of execution hereof all taxes and outgoings (including arrears) on account of municipal/property tax, land tax and other outgoings shall be borne and paid by the Owners and those arising for the period hereafter and until Completion of Construction shall be borne and paid by the Developer Provided That upon construction of any phase of development at the Subject Property, all taxes and outgoings shall be borne paid and discharged by the Transferees and for non alienated areas by the parties hereto in the Agreed Ratio.

16.3 **GST AND TDS:**

16.3.1 The parties shall respectively discharge statutory compliances in respect of TDS or Income Tax related compliances as well as Goods and Service Tax in respect of their respective rights, benefits and obligations under or arising out of this agreement. As for the Transferable Areas, the Developer shall be solely responsible for the compliances of collection and deposit of Goods and Service Tax. If there be any statutory requirement which obliges the Owners to register or pay, then the Owners shall comply with same.

16.3.2 Save those agreed to be complied with by the Developer hereunder, the parties shall respectively discharge statutory compliances in respect of Goods and Service Tax collections or payments and any other statutory compliance in respect of this agreement. It is clarified that any Goods and Service Tax that may be applicable on unsold areas on the date of completion, shall be paid by the parties in the Agreed Ratio.

16.4 **REAL ESTATE LAWS:** The Developer shall comply with all necessary requirements under the Real Estate Laws and required to be complied with by a developer of a building and the Owners shall co-operate and assist the Developer in respect thereof and shall also comply with all necessary requirements under the Real Estate Laws required to be complied with by a land owner.

16.5 **FINAL DECISION IN RESPECT OF MATTERS TO BE CONSULTED:** Except as specifically provided in this Agreement to the contrary, in all those matters agreed to be decided or carried out by the Developer in consultation with the Owners, if there is any dispute or lack of consensus on any point or issue, the decision of the Developer on such point or issue shall be final and binding on the Owners.

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- 16.6 **INDEMNITY BY OWNERS:** At all times hereafter the Owners hereto shall indemnify and agree to keep the Developer, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due to any representation of the Owners being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Owners.
- 16.7 **INDEMNITY BY DEVELOPER:** At all times hereafter the Developer hereto shall indemnify and agree to keep the Owners, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Owners and arising due to any representation of the Developer being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Developer.
- 16.8 **NO PARTNERSHIP OR AOP:** The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an Association of Persons (AOP).
- 16.9 **NOT A PRESENT TRANSFER:** Nothing in this Agreement is intended to or shall be construed as a transfer of possession of the Subject Property at present in favour of the Developer.
- 16.10 **WAIVERS:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. A waiver on any occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.
- 16.11 **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written oral or implied.
- 16.12 **PART UNENFORCEABILITY:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of

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this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.

- 16.13 **MODIFICATIONS:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the Owners and the Developer.
- 16.14 **EXECUTION IN DUPLICATE:** This Agreement is being executed in Duplicate, one copy each whereof shall be retained by the Owners, and the Developer and each copy whereof shall be deemed to be the original.
- 16.15 **CHANGE IN CONSTITUTION:** It is further expressly clarified that notwithstanding any amalgamation, merger, demerger etc., of any of the parties, this Agreement as well as the Power/s of Attorney to be executed by the parties in pursuance hereof, shall remain valid and effective and automatically bind all the successors or successors-in-office of the parties.
- 16.16 **NAME:** The Building Complex shall be known by any name as be decided by the Developer.
- 16.17 Since on a recent inspection of the said Indentures of Conveyance dated 28<sup>th</sup> March, 2019 recited hereinabove in past it has transpired that a bonafide printing error has occurred in the Second Schedule, the same is hereby rectified by the Owners by stating that the figure "13" appearing between the words "of" and "Bigha" shall be substituted by the figure "39" and shall be deemed to have been so rectified with effect from the date of execution of the said Indenture of Conveyance dated 28<sup>th</sup> March 2019.
- 17 **DEFAULTS:**
- 17.1 If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out its obligations under this Agreement or to extend full cooperation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by them from the defaulting party without prejudice to its other rights hereunder.
- 17.2 The parties will refer to any disputes or differences between them to the Arbitration Tribunal as morefully provided hereinafter and accept and abide by the award made therein.
- 18 **NOTICES:** All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of despatch of

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such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered speed post without the same being served. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.

- 19 **ARBITRATION:** All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents and/or the Subject Property or determination of any liability shall be referred to arbitration and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being in force. In connection with the said arbitration, the parties have agreed and declared as follows:
- 19.1 The Arbitration Tribunal shall have summary powers and will be entitled to lay down their own procedure.
- 19.2 The Arbitration Tribunal will be at liberty to give interim orders and/or directions.
- 19.3 The parties agree to abide by all their directions and/or awards and not to challenge the same in any manner whatsoever or howsoever.
- 20 **JURISDICTION:** Only the Calcutta High Court and those having territorial jurisdiction over the Subject Property shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this Agreement or connected therewith including the arbitration as provided hereinabove.

**SECTION-IV # SCHEDULES**  
**THE FIRST SCHEDULE ABOVE REFERRED TO:**  
**(ENTIRE PROPERTY)**

**ALL THOSE** messuages tenements hereditaments dwelling rooms and premises together with the pieces or parcels of land thereunto belonging whereon or on part whereof the same are erected and built containing a land area of 14.584 acres (equivalent to 39 Bighas 2 Cottah 5 Chitteks 14 square feet) more or less situate lying at and being municipal Holding No. 61, Lal Bahardur Sastri Road, (formerly Haren Chandra Banerjee Lane) within Ward No. 10 (formerly Ward No. 15) of the Konnagar Municipality and comprised in portions of L.R. Dag Nos. 3033 (5.384 acres out of 6.634 acres), 3034 (5.947 acres out of 6.517 acres) and entire L.R. Dag Nos. 3035 (1.538 acres), 3033/4099 (0.755 acres) and 3033/4100 (0.960 acre) recorded in L.R. Khaitan No. 12284 in Mouza-Konnagar, Police Station Uttarpara, Additional District Sub-Registrar, Sreerampur in the

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- 21.1.4 Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the new Building.
  - 21.1.5 Common corridors, lobbies, stairs, stairs cover, stairways landings, entrances, exits and pathways within each New Building.
  - 21.1.6 Windows/doors/grills and other fittings of the common area of the New building.
  - 21.1.7 Lifts, lift lobbies, lift wells spaces required therefor.
  - 21.1.8 Common roof
  - 21.1.9 Fire fighting system installations.
  - 21.1.10 Such other common parts, areas and portions and fixtures/ fittings in or about each New Building as may be provided by the Developer
- 21.2 Common Areas & Installations at the Building Complex and/or multiple phases thereof:**
- 21.2.1 Driveways, pathways and pavements and landscape green at the Subject Property.
  - 21.2.2 Space for Transformers (if installed) and Electrical installations and the accessories and wiring in respect of the Building Complex and the space required therefor.
  - 21.2.3 Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tank of new Building (From borewell).
  - 21.2.4 Water waste and sewerage evacuation pipes and drains from the several Building to the municipal drains
  - 21.2.5 Sewage Treatment plant
  - 21.2.6 Fire fighting installations, jockey pumps and fire pumps as per WBFES norms.
  - 21.2.7 Common toilets.
  - 21.2.8 Water Filtration plant.
  - 21.2.9 Boundary walls of the Property including outer side of the walls of the Subject Property and the main gates.

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21.2.10 Maintenance Management office.

21.2.11 Water bodies.

21.2.12 CCTV System.

21.2.13 Rain water Harvesting

21.2.14 Jogging Track

21.2.15 Club Houses with amenities.

- Swimming Pool
- Children's Play area
- Library
- Gymnasium
- Indoor Games Room
- Audio Visual Room
- Banquet Hall
- Guest Rooms
- Multipurpose Court
- Toilets for Ladies and Gents
- Cafeteria
- Pool Table
- Table Tennis Table
- Chess and Carom

21.2.16 Such other common parts, areas and portions on or about the Subject Property and for the Building Complex as a whole as may be provided by the Developer (except the open and covered car parking spaces).

21.2.17 Fire & Safety- Fire Detection & Protection System as per WBFES recommendation.

21.2.18 Emergency Evacuation Services -Alternate Stair & Fire Refuge Platform as per WBFES rules & norms.

21.2.19 Renewable Energy -Renewable Energy by providing Solar PV Plant at Roof as per norms.

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**PART-II**  
**SPECIFICATIONS**

**A. SPECIFICATIONS FOR THE APARTMENT:**

Walls	:	Putty finish on walls.
Flooring	:	Vitrified tiles in the bed rooms, living/dining room.
Kitchen	:	Granite counter top. Stainless steel sink. Ceramic tiles dado up to 2 feet above the kitchen counter. Flooring: Anti skid Ceramic tiles, Exhaust Point.
Toilet	:	Flooring : Anti skid Ceramic Tiles. Ceramic tiles on the walls. Electrical point for Geyser & Exhaust fan Plumbing provision for hot / cold water line
Doors	:	Main door :- Flush doors Door Frames : - Made of wood Main door Fittings : - Reputed make night latch and eyepiece. Internal Doors : - Flush doors with hardware fittings.
Windows	:	Fully glazed aluminium windows.
Sanitary ware	:	Sanitary ware of reputed make. Chromium plated fittings.
Electricals	:	Concealed copper wiring. Cable TV cabling in the living room. Modular switches of reputed make. Telephone and internet wiring in living or dining area
Generator	:	Provision for standby supply in every Unit (at extra cost.)

**B. SPECIFICATIONS FOR THE FIRST PHASE**

Foundation	:	RCC Cast In-situ Bored Piling work
Structure	:	RCC framed structure
Staircase	:	IPS flooring

QZ

S.M. 



Lift : Two Passengers lifts at Each Tower

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**EXTRAS AND DEPOSITS**

**22. EXTRAS shall include:**

- (i) Additions or alterations made in the flat at the instance of the buyers
- (ii) Any type of taxes like GST, local taxes and any other statutory levy or tax etc., payable to any government authority or local body (without however affecting the provisions in respect thereof under the operative part of the agreement above).
- (iii) Any EDC/IDC charges payable to any government authority or any local body etc.
- (iv) All costs, charges and expenses on account of bringing electricity lines/connections, HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts payable to the electricity service provider.
- (v) All costs, charges and expenses on account of bringing water lines/connections and all the amounts payable to the provider thereof.
- (vi) Security or any other deposit (including minimum deposits or any deposit by any name called) and all amounts or increases thereof payable to the electricity/water service provider for electricity/water and any other connection or service at the Building Complex.
- (vii) All costs, charges and expenses on account of one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like) for the Building Complex.
- (viii) External pipelines, sewerage treatment plants etc.
- (ix) Betterment fees, development charges, and other levies taxes duties and statutory liabilities that may be charged on the Subject Property or the New Buildings, or the Units or on their Transfer or construction partially or wholly, as the case may be.

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- (x) Cost of formation of Association/service maintenance company/society.
- (xi) Intercom, CCTV or any other chargeable facility as may be decided by the Developers.
- (xii) If it is decided by the Developers to furnish the Transferable Areas then the cost of such furnishing. However, any profit accruing therefrom, after deducting a sum equivalent to 15% of the cost of such furnishing towards remuneration of the Developers for carrying out such furnishing shall be shared by the Owner and the Developers in the Agreed Ratio.
- (xiii) **DEPOSITS** (which shall be interest free) shall include Deposit on account of maintenance charges, electricity, water, other facilities, common expenses, rates and taxes, sinking fund etc.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**(CHAIN OF TITLE)**

- A. By an Indenture of Sale dated 28th August, 2009 made between National Textile Corporation Limited as the Vendor of the One Part and Happy Suraksha Private Limited therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances-III, Kolkata in Book No. I, CD-Volume No. 3, Pages 2277 to 2291, Being No. 1382 for the year 2009, the said National Textile Corporation Limited for the consideration therein mentioned conveyed by way of absolute sale to the said Happy Suraksha Private Limited All That pieces and parcels of land hereditaments and premises containing an area of 14.584 acre more or less situate lying at and being the Dags as per table below, in Mouza - Konnagar, Police Station Uttarpara in the District of Hooghly and State of West Bengal and assessed as Municipal Holding No 61, Lal Bahadur Sastri Road by Konnagar Municipality and morefully and particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the "Larger Property".

L.R. Number	Dag	Khaitan Number	Total Area in acres	Area forming part of the Entire Property in acres
3033		11690	6.634	5.384

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3034	11690	6.517	5.947
3035	11690	1.538	1.538
3033/4099	11690	0.960	0.960
3033/4100	11690	0.960	0.960
		<b>Total</b>	<b>14.584</b>

- B.** The name of Happy Suraksha Private Limited was changed to Sugam Promoters Private Limited (the Vendor herein) and a fresh of Certificate of Incorporation consequent to change of name was issued by the Registrar of Companies, West Bengal on 15<sup>th</sup> October, 2009.
- C.** The name of the Vendor herein has been mutated and recorded in respect of the Larger Property in the records of the B.L. & L.R.O. under L.R. Khatian No. 12284 and also in the records of the Konnagar Municipality vide Municipal Holding No. 61, Lal Bahadur Sastri Road (formerly Haren Chandra Banerjee Lane), within Ward No.15 (now Ward No.10) of the Konnagar Municipality.
- D.** The Lands comprised in the LR Dag Nos. 3033, 3034, 3033/4100 containing a total area of 12.291 acre was converted to a nature of "Bahutal Abasan" under Section 4(C) of the West Bengal Land Reforms Act, 1955.
- E.** Portions Under Gift were intended to be gifted to Konnagar Municipality.
- F.** The portion containing an area of 13.004 acres or 39 bighas 06 Cottahs 11 Chittacks 40 square feet more or less which remained after excluding the Portions under Gift from the area of the Entire Property is the Subject Property.
- G.** By an Indenture of Conveyance dated 28<sup>th</sup> March, 2019 made between the Owner No. 1 herein therein referred as the Vendor of the One Part and the Owner No. 2 herein therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances- III, Kolkata in Book No. I, Volume No. 1903-2019, Pages from 52647 to 52678, Being No. 190301223 for the year 2019, the Owner No. 1 hereto (namely said Sugam Promoters Private Limited) for the consideration therein mentioned conveyed by way of absolute sale to the Owner No. 2 hereto (namely Sheratove Nirman Private Limited) **ALL THAT** an undivided part or share of the Larger Property comprising of pieces or parcels of land containing an undivided area of 3.9012 acre more or less situate lying at and comprised in LR Dag Nos. 3033 (1.2162 acre more or less out of 6.634 acres more or less), 3034 (0.7091 acre more or less out of 6.517 acre more or less), 3035 (1.4614 acre more or less out of 1.538 acre more or less), 3033/4099 (0.2265 acre more or less out of 0.755 acre more or less) and 3033/4100 (0.288 acre more or less

AS

Sheratove

VA



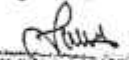
out of 0.960 acre more or less) all now forming part of the Subject Property, absolutely and forever..

- H. The Owners are holding the Subject Property with an undivided 9.1028 acre being owned by the Owner No. 1 and an undivided 3.9012 being owned by the Owner No. 2 which translates to a 70% undivided share of the Owner No. 1 in the Subject Property and 30% undivided share of the Owner No. 2 in the Subject Property.

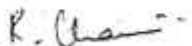
IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.


**SIGNED SEALED AND DELIVERED** by the withinnamed OWNERS at Kolkata in the presence of:

1. Shreyans Kajaria.  
7B Pretoria Street.  
Kolkata-700071

2.   
SUKHENDU SAMANTA  
S/O. SAHADEB SAMANTA  
at. Rampur Chak, P.S: Debra  
P.O.: Shyamchak  
Dist: Paschim Midnapur  
Pin. 721301, Service

**SIGNED SEALED AND DELIVERED** by the withinnamed DEVELOPER at Kolkata in the presence of:

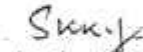
1.   
Rakhee Kumar Chamanda  
35 Armenian Sty,  
Kolkata-700001

2.   
SUKHENDU SAMANTA  
S/O. SAHADEB SAMANTA  
at. Rampur Chak, P.S: Debra  
P.O.: Shyamchak  
Dist: Paschim Midnapur  
Pin. 721301, Service

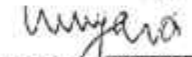
SUGAM PROMOTERS PVT. LTD.

  
Director

SHERATOVE NIRMAN PVT. LTD.

  
Director / Authorised Signatory

SUGAM DIAMOND PROJECTS LLP

  
Partner / Authorised Signatory

Drafted by me:

 Advocate

C/o DSP Law Associates,  
4D, Nicco House, 1B Hare Street,  
Kolkata-700001

F - 1064 / 2012

**RECEIPT AND MEMO OF CONSIDERATION**


Received from the within named Developer the within mentioned sum of Rs.5,00,00,000/- (Rupees Five Crores) only towards part payment of the Security Deposit as follows:-

**MEMO OF CONSIDERATION**

S.L NO.	Particulars	Date	Bank & Branch	Amount (Rs.)	Favouring
1.	RTGS	31.08.2019	Axis Bank, Sarat Bose Road Branch, Kolkata	50,00,000.00	Sugam Promoters Private limited
2.	-Do-	02.09.2019	-Do-	50,00,000.00	-Do-
3.	-Do-	03.09.2019	-Do-	50,00,000.00	-Do-
4.	-Do-	04.09.2019	-Do-	50,00,000.00	-Do-
5.	-Do-	05.09.2019	-Do-	45,00,000.00	-Do-
6.	-Do-	07.09.2019	-Do-	38,00,000.00	-Do-
7.	-Do-	09.09.2019	-Do-	45,00,000.00	-Do-
8.	Cheque No. 586722	12.09.2019	-Do-	22,00,000.00	-Do-
9.	Cheque No. 586719	12.09.2019	-Do-	45,00,000.00	Sheratove Nirman Private Limited
10.	Cheque No. 586720	12.09.2019	-Do-	50,00,000.00	-Do-
11.	Cheque No. 586721	12.09.2019	-Do-	55,00,000.00	-Do-
<b>Total:</b>				<b>5,00,00,000.00</b>	

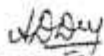
(Rupees Five Crores) Only

**WITNESSES:**

1.   
**SUKHENDU SAMANTA**  
 S/O. SAHADEB SAMANTA  
 at. Rampur Chak, P.S: Debra  
 P.O.: Shyamchak  
 Dist: Paschim Midnapur  
 Pin. 721301, Service

SUGAM PROMOTERS PVT. LTD.



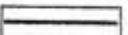

  
 Director

2.   
**ARPITA DAS DEY**  
 372/22, Shantoshri Pally,  
 Phase - II, Barrackpore,  
 Kolkata - 700 120

SHERATOVE NIRMAN PVT. LTD.

  
 Director / Authorised Signatory

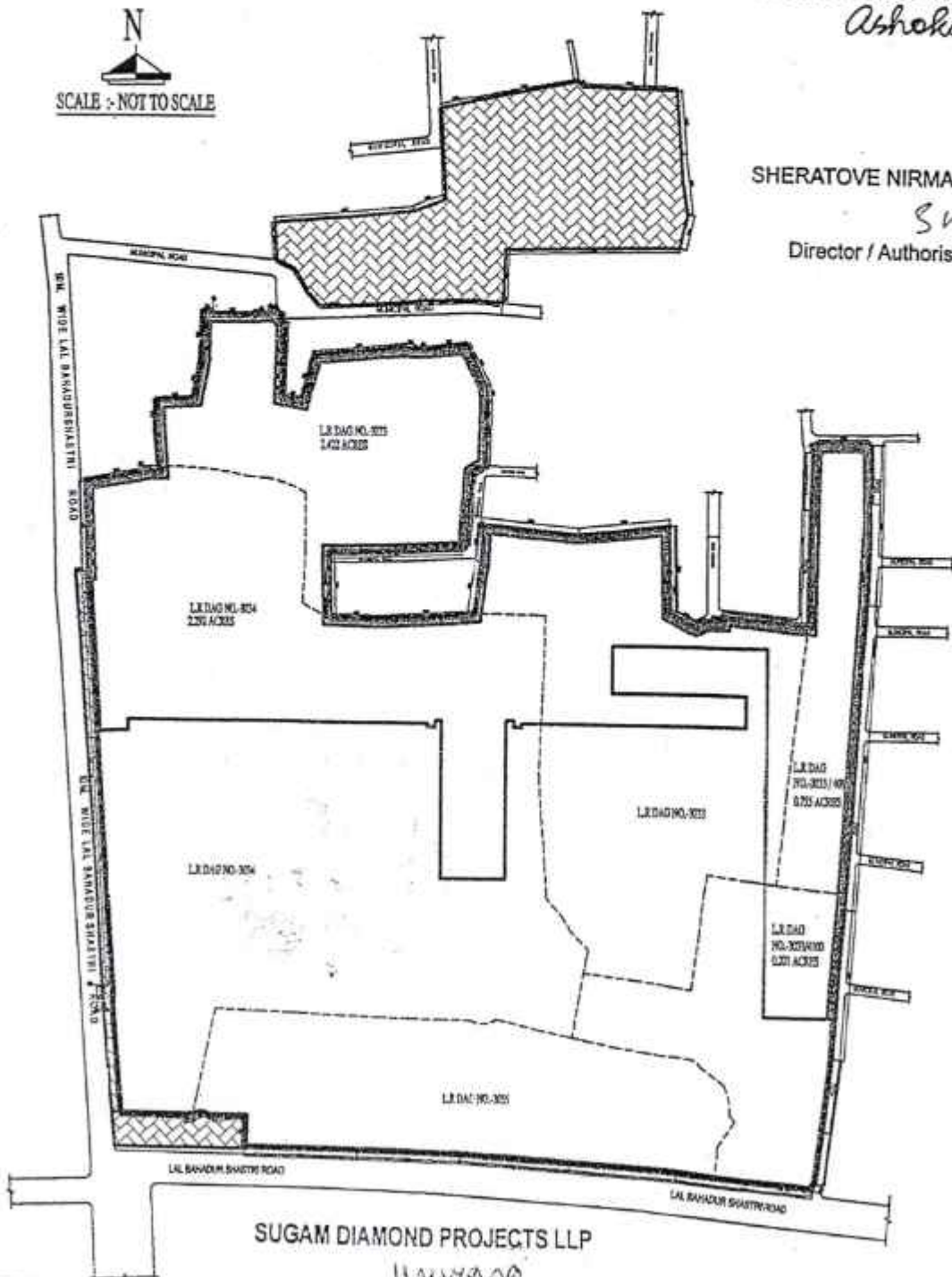
PLAN FORMING PART OF THE FOREGOING DEVELOPMENT AGREEMENT IN RESPECT OF MUNICIPAL HOLDING NO. 61 LAL BHADUR SHASTRI ROAD, WITHIN WARD NO. 10 OF THE KONNAGAR MUNICIPALITY AND COMPRISED IN MOUZA-KONNAGAR, UNDER POLICE STATION UTTARPARA, IN THE DISTRICT OF HOOGHLY, WEST BENGAL.

ENTIRE PROPERTY -   
 SUBJECT PROPERTY -   
 PHASE-I -   
 PORTIONS UNDER GIFT 

N  
  
 SCALE - NOT TO SCALE

SUGAM PROMOTERS PVT. LTD.  
*Ashokraj*  
 Director












SHERATOVE NIRMAN PVT. LTD.  
*Sunil*  
 Director / Authorised Signatory

























SUGAM DIAMOND PROJECTS LLP

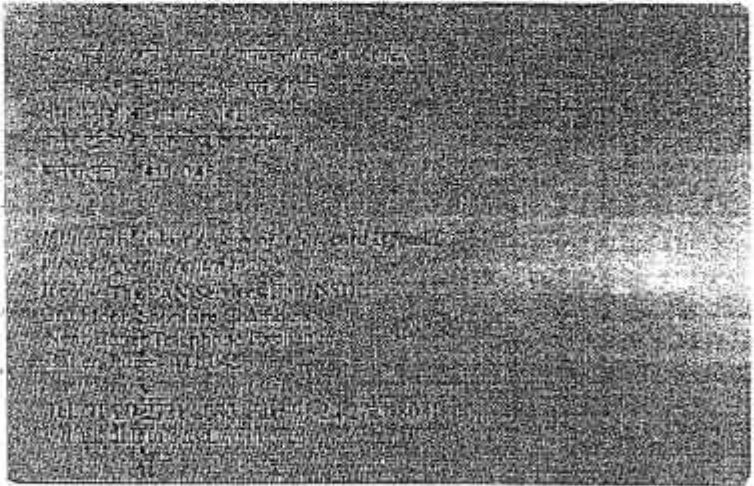
*Wijaya*  
 Partner



<i>Finger prints of the executant</i>					
 <p>Ashok Saraf A. S.</p>					
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little

<i>Finger prints of the executant</i>					
 <p>S. R. K. J.</p>					
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little

<i>Finger prints of the executant</i>					
 <p>W. J. M.</p>					
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little



SUGAM PROMOTERS PVT. LTD.

*Ashokbatra*

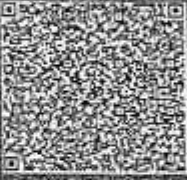

Director

आयकर विभाग  
INCOME TAX DEPARTMENT



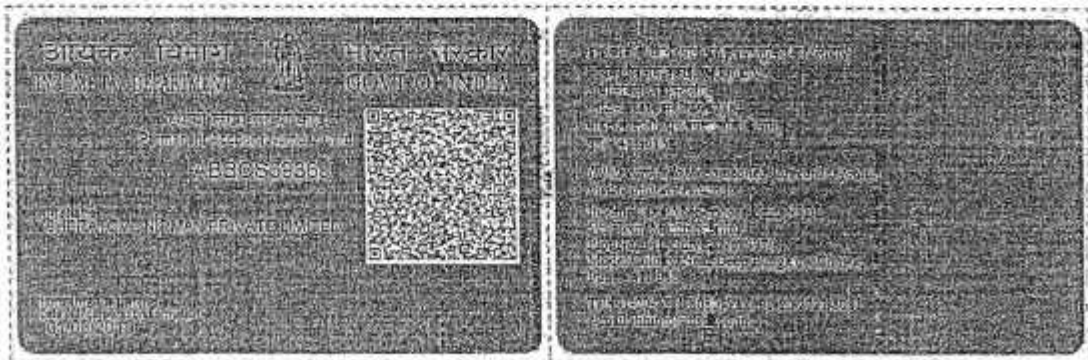
भारत सरकार  
GOVT. OF INDIA

ई-स्थायी लेखा संख्या कार्ड  
e - Permanent Account Number (e-PAN) Card  
ABBCS6936J

नाम / Name	SHERATOVE NIRMAN PRIVATE LIMITED
नाम / Name of the Company	SHERATOVE NIRMAN PRIVATE LIMITED
दिनांक / Date of Incorporation / Formation	01/03/2019
	
	Signature valid 

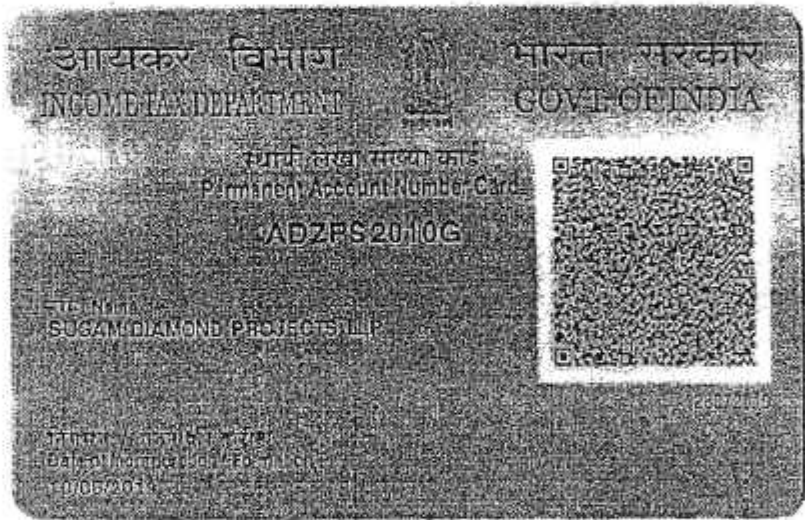
- ✓ Permanent Account Number (PAN) facilitates Income Tax Department linking of various documents, including payment of taxes, assessment, tax demand, tax returns, matching of information and easy maintenance & retrieval of electronic information etc. relating to a taxpayer. स्थायी लेखा संख्या (पैन) एक कारदा से संबंधित विभिन्न दस्तावेजों को जोड़ने में आयकर विभाग को सहायक होता है, जिसमें करों के भुगतान, आकलन, कर पत्र, देयता वसूला, सूचना के मिलान और प्रत्यक्षतात्मक जानकारी का आसान परस्पर व्यवस्थापन सहजता आदि भी शामिल हैं।
- ✓ Quoting of PAN is now mandatory for several transactions specified under Income Tax Act, 1961 (Refer Rule 114B of Income Tax Rules, 1962) आयकर अधिनियम, 1961 के तहत निर्दिष्ट कई लेनदेम के लिए स्थायी लेखा संख्या (पैन) का उद्धरण अब अनिवार्य है (आयकर नियम, 1962 के नियम 114B, का संदर्भ लें)
- ✓ Possessing or using more than one PAN is against the law & may attract penalty of upto Rs. 10,000. एक से अधिक स्थायी लेखा संख्या (पैन) का रखना या उपयोग करना, कानून के विरुद्ध है और इसके लिए 10,000 रुपये तक का दंड लगाया जा सकता है।
- ✓ The PAN Card enclosed contains Enhanced QR Code which is readable by a specific Android Mobile App. Keyword to search this specific Mobile App on Google Play Store is "Enhanced QR Code Reader for PAN Card". संलग्न पैन कार्ड में एडवन्सड क्यूआर कोड शामिल है जो एक विशिष्ट एंड्रॉइड मोबाइल ऐप द्वारा पठनीय है। Google Play Store पर इस विशिष्ट मोबाइल ऐप को खोजने के लिए कीवर्ड "Enhanced QR Code Reader for PAN Card" है।

Get



SHERATOVE NIRMAN PVT. LTD.  
*Signature*  
Director / Authorised Signatory





SUGAM DIAMOND PROJECTS LLP

*[Signature]*  
Partner / Authorized Signatory

*[Handwritten mark]*

स्थायी खाता संख्या

PERMANENT ACCOUNT NUMBER

AJQPS0820D



नाम / NAME

ASHOK SARAF

पिता का नाम / FATHER'S NAME

SANTOSH KUMAR SARAF

जन्म तिथि / DATE OF BIRTH

02-11-1963

हस्ताक्षर / SIGNATURE

*Ashok Saraf*



आयकर अधिकारी, प.सं.-11

COMMISSIONER OF INCOME-TAX, W.B. - II

*Ashok Saraf*

इस कार्ड के साथ मिलान करने के लिए प्रत्येक वर्ष आयकर रिटर्न दाखल करने के लिए आवश्यक है।  
आयकर अधिकारी, प.सं.-11,  
सी.ए.

पोस्टल बॉक्स,  
कलकत्ता - 700 069.

In case this card is not found, kindly inform return to the issuing authority.

Assistant Commissioner of Income-tax,

P-1,  
Chowringhee Square,  
Calcutta- 700 069.

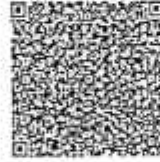
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भारतीय विशिष्ट पहचान प्राधिकरण  
**भारत सरकार**  
 Unique Identification Authority of India  
 Government of India

नामांकन क्रम / Enrollment No.: 1088/12803/00942

To  
 अशोक सराफ  
 Ashok Saraf  
 S/O. Santosh Kumar Saraf  
 Sidharth Building Flat-5B 14/2, Burdwan Road  
 Alipore  
 Alipore  
 Circus Avenue Kolkata  
 West Bengal 700027  
 9830333712  
 030032017  
 28014314  
  
 MD280143142FH



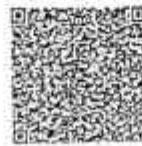
आपका आधार क्रमांक / Your Aadhaar No. :

**5399 5075 5762**

मेरा आधार, मेरी पहचान



अशोक सराफ  
 Ashok Saraf  
 जन्म तिथि / DOB : 02/11/1983  
 पुरुष / Male



5399 5075 5762

मेरा आधार, मेरी पहचान

*Ashok Saraf*

### सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण ऑनलाइन प्रमाणीकरण द्वारा प्राप्त करें।

### INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- आधार देश भर में मान्य है।
- आधार मविष्य में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



भारतीय विशिष्ट पहचान प्राधिकरण  
 Unique Identification Authority of India

पता:  
 भाद्रमज: संतोष कुमार सराफ,  
 सिधार्थ बिल्डिंग फ्लैट-5B, 14/2,  
 बर्दुवान रोड, अलिपौर, अलिपौर,  
 कोलकाता, द्दिकृत आषन्नु, वेन्ट  
 बंगल, 700027

Address:  
 S/O Santosh Kumar Saraf,  
 Sidharth Building Flat-5B, 14/2,  
 Burdwan Road, Alipore, Alipore,  
 Kolkata, Circus Avenue, West  
 Bengal, 700027

5399 5075 5762



1947



help@uidai.gov.in



www.uidai.gov.in



PERMANENT ACCOUNT NUMBER  
8FOPK 875A



NAME  
SHEG KUMAR KAJARIA

UNIT OF SERVICE  
JAGGED KAJARIA

DATE OF BIRTH  
11/03/1941

ISSUE DATE  
01/01/1988

ISSUE PLACE  
NEW DELHI

ISSUE OFFICE  
COMMISSIONER POLICE DELHI

1. This card is valid for all services and posts in the Government of India and its departments, organizations, institutions, etc. and shall be used as a proof of identity.

2. This card is valid for all services and posts in the Government of India and its departments, organizations, institutions, etc. and shall be used as a proof of identity.

3. This card is valid for all services and posts in the Government of India and its departments, organizations, institutions, etc. and shall be used as a proof of identity.

4. This card is valid for all services and posts in the Government of India and its departments, organizations, institutions, etc. and shall be used as a proof of identity.

5. This card is valid for all services and posts in the Government of India and its departments, organizations, institutions, etc. and shall be used as a proof of identity.

6. This card is valid for all services and posts in the Government of India and its departments, organizations, institutions, etc. and shall be used as a proof of identity.

7. This card is valid for all services and posts in the Government of India and its departments, organizations, institutions, etc. and shall be used as a proof of identity.

8. This card is valid for all services and posts in the Government of India and its departments, organizations, institutions, etc. and shall be used as a proof of identity.

9. This card is valid for all services and posts in the Government of India and its departments, organizations, institutions, etc. and shall be used as a proof of identity.

10. This card is valid for all services and posts in the Government of India and its departments, organizations, institutions, etc. and shall be used as a proof of identity.

Sk. J.

/



**ভারত সরকার**  
**Unique Identification Authority of India**  
**Government of India**

প্রতিষ্ঠানের আই ডি / Enrollment No. 1040/55555/39500

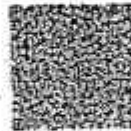
To  
 Mr. Kumer Kajari  
 Shoo Kumer Kajari  
 ১০- বন্দো কাঠা  
 701, SURDYAKSARI 4, ASI OKA ROAD  
 Alpara  
 Alpara  
 Cross Avenue Kikaba  
 West Bengal 700027  
 980030626

১০৪০/৫৫৫৫৫/৩৯৫০০

১০৪০/৫৫৫৫৫/৩৯৫০০



MA521103812FT



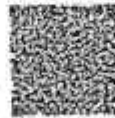
আপনার অধার সংখ্যা / Your Aadhaar No.

**9271 6252 0072**

আমার অধার, আমার পরিচয়



শ্রী কুমার কাজরিয়া  
 Shoo Kumer Kajari  
 পিতা : বন্দো কাঠা  
 Father : Bando Kajari  
 জন্ম তারিখ / DOB : 17/09/1941  
 পুংস / Male



9271 6252 0072

আমার অধার, আমার পরিচয়

S.K.K.Y.

Permanent Account Number  
**AGDPK5580E**

Name  
**VIVEK KUMAR KAJARIA**

Name of Father  
**SHEO KUMAR KAJARIA**

Date of Birth  
**25/01/1985**

Signature  


Commissioner of Income Tax, West - XI

Permanent Account Number (PAN) is a unique alphanumeric identifier issued to individuals and entities for tax purposes. It is used to track financial transactions and ensure compliance with tax laws.

In case of any queries, please contact the Joint Commissioner of Income Tax (Systems & Technical), P-1, Convent Square, Calcutta- 700 005.









ভারত সরকার  
 Unique Identification Authority of India  
 Government of India

অপেক্ষাকৃত আই ডি / Enrollment No.: 10406555539508

To  
 বিবেক কুমার কাচার  
 Vivek Kumar Kachar  
 D/O: Shree Kumar Kajaria  
 101, SURYAKRISHN 3, ASHOKA ROAD  
 Aspara  
 Aspara  
 270/6 Avenue Kachar  
 West Bengal 700027  
 983100457\*

05042918  
 353710382



MA521103828FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

**3513 4050 8669**

আমার আধার, আমার পরিচয়



বিবেক কুমার কাচার  
 Vivek Kumar Kachar  
 পিতা : শ্রী শ্রী কুমার কাচার  
 Father : Shree Kumar Kajaria  
 জন্ম তারিখ / DOB : 25/03/1966  
 লিঙ্গ / Male



3513 4050 8669

আমার আধার, আমার পরিচয়

*Handwritten signature*





ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD WBV/29/268/258689  
পরিচয় পত্র



Elector's Name : Sukhendu Samanta  
নির্বাচক নাম : সুখেন্দু সামন্ত  
Father's Name :  
Husband's Name : Sahadeb Samanta  
পিতা/মাতা/স্বামীর নাম : সহদেব সামন্ত  
Sex : Male  
লিঙ্গ : পুরুষ  
Age as on 1.1.1995: 25  
১.১.১৯৯৫ এর বয়স : ২৫

Address  
Mouza : Rampurchak  
G.P. : Jalimanda  
P.S. : Debra  
Block : Debra  
Dist : Midnapur  
ঠিকানা  
মৌজা : রামপুরচক  
গ্রা. প. : জলিমান্দা  
থানা : ডেবরা  
ব্লক : ডেবরা  
জেলা : মেদিনীপুর

Facsimile Signature  
Electoral Registration Officer  
নির্বাচক - নিবন্ধন অধিকারিক  
For 218 - Debra Assembly Constituency  
২১৮ - ডেবরা বিধানসভা নির্বাচন ক্ষেত্র

Place : Midnapur  
থানা : মেদিনীপুর  
Date : 30.05.1995  
তারিখ : ৩০.০৫.১৯৯৫

### Major Information of the Deed

Deed No.	I-1904-03808/2019	Date of Registration	10/09/2019
Query No./Year	1904-0001462793/2019	Office Where Deed is Registered	A.R.A. - IV KOLKATA, District: Kolkata
Query Date	09/09/2019 12:55:41 PM		
Applicant Name, Address & Other Details	Sugam Diamond Projects LLP 2/5 Sarat Bose Road, 4th Floor Unit No-4B, Thana : Bullygunge, District : South 24-Parganas WEST BENGAL, PIN - 700020, Mobile No. : 9999999999, Status : Buyer/Claimant		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Additional Transaction	[4305] Other than Immovable Property Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,00,000/-]		
Set Off Value	Rs. 6/-		
Market Value	Rs. 65,07,13,849/-		
Stamp Duty Paid (30)	Rs. 75,121/- (Article:48(g))		
Registration Fee Paid	Rs. 5,00,105/- (Article:E E, B, M(a), M(b), )		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: Hooghly, P.S.- Uttarpara, Municipality: KONNAGAR, Road: Lal Bahadur Sastri Road, Road Zone : (Holding located On MainRoad -- Holding located On MainRoad), Mouza: Konnagar, , Holding No:61 JI No: 7, Pin Code : 712235

Sch No.	Plot Number	Khatian Number	Land Proposed	Use FOR	Area of Land	Set Off Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-3033	LR-12284	Bastu	Danga	4.054 Acre	1/-	19,65,57,703/-	Property is on Road
L2	LR-3034	LR-12284	Bastu	Factory	5.697 Acre	1/-	34,52,72,838/-	Property is on Road
L3	LR-3035	LR-12284	Pukur	Pukur	1.538 Acre	1/-	3,72,84,811/-	Property is on Road
L4	LR-3033/4099	LR-12284	Pukur	Pukur	0.755 Acre	1/-	1,83,03,012/-	Property is on Road
L5	LR-3033/4100	LR-12284	Bastu	Bastu	0.96 Acre	1/-	4,65,45,485/-	Property is on Road
		<b>TOTAL :</b>			1300.4Dec	5 /-	6439,63,849 /-	
		<b>Grand Total :</b>			1300.4Dec	5 /-	6439,63,849 /-	

### Structure Details :

Sch No.	Structure Details	Area of Structure	Set off Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2, L3, L4, L5	9000 Sq Ft.	1/-	67,50,000/-	Structure Type: Structure
Floor No: 1, Area of floor : 9000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
	<b>Total :</b>	9000 sq ft	1 /-	67,50,000 /-	





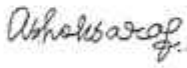


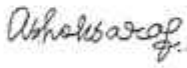


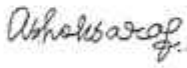









**Land Lord Details :**

Sr No	Name/Address/Photo/Finger print and Signature
1	<b>Sugam Promoters Private Limited</b> 2/5 Sarat Bose Road, Unit No- 1F, P.O:- Elgin Road, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700020 , PAN No.:: AABCH8180N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	<b>Sheratove Nirman Private Limited</b> 7B Dr Harendra Coomer Mukherjee Sarani, P.O:- Park Street, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071 , PAN No.:: ABBCS6936J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative



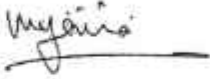
**Developer Details :**

Sr No	Name/Address/Photo/Finger print and Signature
1	<b>Sugam Diamond Projects LLP</b> 2/5 Sarat Bose Road, 4th Floor, Unit No- 4B, P.O:- Elgin Road, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700020 , PAN No.:: ADZFS2010G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

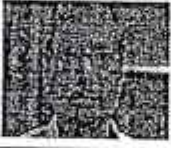


**Representative Details :**

Sr No	Name/Address/Photo/Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Ashok Saraf (Presentant)</b>                      Son of Late Santosh Kumar Saraf                      Date of Execution - 12/09/2019, , Admitted by: Self, Date of Admission: 13/09/2019, Place of Admission of Execution: Office                 </td> <td>                       Sep 13 2019 4:20PM                 </td> <td>                       LTI                      13/09/2019                 </td> <td>                       13/09/2019                 </td> </tr> <tr> <td colspan="4">                     14/2 Burdwan Road, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AJQPS0820D, Aadhaar No: 53xxxxxxxx5762 Status : Representative, Representative of : Sugam Promoters Private Limited (as Director)                 </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	<b>Ashok Saraf (Presentant)</b> Son of Late Santosh Kumar Saraf Date of Execution - 12/09/2019, , Admitted by: Self, Date of Admission: 13/09/2019, Place of Admission of Execution: Office	 Sep 13 2019 4:20PM	 LTI 13/09/2019	 13/09/2019	14/2 Burdwan Road, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AJQPS0820D, Aadhaar No: 53xxxxxxxx5762 Status : Representative, Representative of : Sugam Promoters Private Limited (as Director)			
Name	Photo	Finger Print	Signature										
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Name	Photo	Finger Print	Signature										
<b>Sheo Kumar Kajaria</b> Son of Late Basdeo Kajaria Date of Execution - 12/09/2019, , Admitted by: Self, Date of Admission: 13/09/2019, Place of Admission of Execution: Office	 Sep 13 2019 4:20PM	 LTI 13/09/2019	 13/09/2019										



701 Suriyakiran , 4 Ashoka Road, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFCPK7875A, Aadhaar No: 92xxxxxxxx0072 Status : Representative, Representative of : Sheratove Nirman Private Limited (as Director)				
3	<b>Name</b>	<b>Photo</b>	<b>Finger Print</b>	<b>Signature</b>
	<b>Vivek Kumar Kajaria</b> Son of Sheo Kumar Kajaria Date of Execution - 12/09/2019, , Admitted by: Self, Date of Admission: 13/09/2019, Place of Admission of Execution: Office	 Sep 13 2019 4:21PM	 LTI 13/09/2019	 13/09/2019
701, Suriyakiran , 4 Ashoka Road, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGDPK5580E,Aadhaar No Not Prov ded by UIDAI Status : Representative, Representative of : Sugam Diamond Projects LLP (as Partner)				

**Identifier Details :**

<b>Name</b>	<b>Photo</b>	<b>Finger Print</b>	<b>Signature</b>
<b>Sukhendu Samanta</b> Son of Sahadeb Samanta Rampurchak, P.O: Jalimanda, P.S.- Debra, District:-Paschim Midnapore, West Bengal, India, PIN - 721101	 13/09/2019	 13/09/2019	 13/09/2019
Identifier Of Ashok Saraf, Sheo Kumar Kajaria, Vivek Kumar Ka aria			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Sugam Promoters Private Limited	Sugam Diamond Projects LLP-2.8378 Acre
2	Sheratove Nirman Private Limited	Sugam Diamond Projects LLP-1.2162 Acre
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Sugam Promoters Private Limited	Sugam Diamond Projects LLP-4.9879 Acre
2	Sheratove Nirman Private Limited	Sugam Diamond Projects LLP-0.7091 Acre
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Sugam Promoters Private Limited	Sugam Diamond Projects LLP-0.0766 Acre
2	Sheratove Nirman Private Limited	Sugam Diamond Projects LLP-1.4614 Acre
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Sugam Promoters Private Limited	Sugam Diamond Projects LLP-0.5285 Acre
2	Sheratove Nirman Private Limited	Sugam Diamond Projects LLP-0.2265 Acre
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	Sugam Promoters Private Limited	Sugam Diamond Projects LLP-0.672 Acre
2	Sheratove Nirman Private Limited	Sugam Diamond Projects LLP-0.288 Acre
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Sugam Promoters Private Limited	Sugam Diamond Projects LLP-6300.00000000 Sq Ft
2	Sheratove Nirman Private Limited	Sugam Diamond Projects LLP-2700.00000000 Sq Ft

### Land Details as per Land Record

District: Hooghly, P.S:- Uttarpara, Municipality: KONNAGAR, Road: Lal Bahadur Sastri Road, Road Zone : (Holding located On MainRoad -- Holding located On MainRoad) , Mouza: Konnagar, Holding No:61 JI No: 7, Pin Code : 712235

Sch. No.	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 3033, LR Khatian No:- 12284	Owner: সুগম প্রোমোটর্স প্রঃ লিঃ, পক্ষে, Gurdian: ডায়: অশো সর্মা, Address: নিজ Classification: ডাঙ্গা, Area: 5.38400000 Acre,	Sugam Promoters Private Limited



L2	LR Plot No:- 3034, LR Khatian No:- 12284	Owner:সুগম প্রমোটার্স প্রাঃ লিঃ,পক্ষে, Gurdian:ডাইঃ অশোক সারা, Address:নিজ Classification:কারখানা, Area:5.94700000 Acre,	Sugam Promoters Private Limited
L3	LR Plot No:- 3035, LR Khatian No:- 12284	Owner:সুগম প্রমোটার্স প্রাঃ লিঃ,পক্ষে, Gurdian:ডাইঃ অশোক সারা, Address:নিজ Classification:পুকুর, Area:1.53800000 Acre,	Sugam Promoters Private Limited
L4	LR Plot No:- 3033/4099, LR Khatian No:- 12284	Owner:সুগম প্রমোটার্স প্রাঃ লিঃ,পক্ষে, Gurdian:ডাইঃ অশোক সারা, Address:নিজ Classification:পুকুর, Area:0.75500000 Acre,	Sugam Promoters Private Limited
L5	LR Plot No:- 3033/4100, LR Khatian No:- 12284	Owner:সুগম প্রমোটার্স প্রাঃ লিঃ,পক্ষে, Gurdian:ডাইঃ অশোক সারা, Address:নিজ Classification:বাড়ি, Area:0.96000000 Acre,	Sugam Promoters Private Limited

**Endorsement For Deed Number : I - 190408808 / 2019**

**On 13-09-2019**

**Certificate of Admissibility (Rule 43WB Registration Rules 1962)**

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

**Presentation Under Section 52 & Rule 22A(3)(4)(i) WB Registration Rules 1962**

Presented for registration at 16:13 hrs on 13-09-2019, at the Office of the A.R.A. - IV KOLKATA by Ashok Saraf .

**Certificate of Market Value (WB RVV) rules of 2001**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 65,07,13,849/-

**Admission of Execution (Under Section 58, WB Registration Rules, 1962) (Representative)**

Execution is admitted on 13-09-2019 by Ashok Saraf, Director, Sugam Promoters Private Limited (Private Limited Company), 2/5 Sarat Bose Road, Unit No- 1F, P.O:- Elgin Road, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700020

Identified by Sukhendu Samanta, , Son of Sahadeb Samanta, Rampurchak, P.O: Jalimanda, Thana: Debra, , Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by profession Others

Execution is admitted on 13-09-2019 by Sheo Kumar Kajaria, Director, Sheratove Nirman Private Limited (Private Limited Company), 7B Dr Harendra Coomer Mukherjee Sarani, P.O:- Park Street, P.S:- Shakespeare Sarani, District:- Kolkata, West Bengal, India, PIN - 700071

Identified by Sukhendu Samanta, , Son of Sahadeb Samanta, Rampurchak, P.O: Jalimanda, Thana: Debra, , Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by profession Others

Execution is admitted on 13-09-2019 by Vivek Kumar Kajaria, Partner, Sugam Diamond Projects LLP (LLP), 2/5 Sarat Bose Road, 4th Floor, Unit No- 4B, P.O:- Elgin Road, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700020

Identified by Sukhendu Samanta, , Son of Sahadeb Samanta, Rampurchak, P.O: Jalimanda, Thana: Debra, , Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by profession Others

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 5,00,105/- ( B = Rs 5,00,000/- , E = Rs 21/- , I = Rs 55/- , M(a) = Rs 25/- , M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 5,00,105/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt of WB  
Online on 12/09/2019 3:56PM with Govt. Ref. No: 192019200072494351 on 12-09-2019, Amount Rs: 5,00,105/-,  
Bank: HDFC Bank ( HDFC0000014), Ref. No. 895975504 on 12-09-2019, Head of Account 0030-03-104-00:-16

**Payment of Stamp Duty**

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

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 104772, Amount: Rs.100/-, Date of Purchase: 09/09/2019, Vendor name: S MUKHERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/09/2019 3:56PM with Govt. Ref. No: 192019200072494351 on 12-09-2019, Amount Rs: 75,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 896975504 on 12-09-2019, Head of Account 0030-02-103-003-02



Tridip Misra  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
Kolkata, West Bengal



DATED THIS 12<sup>th</sup> DAY OF SEPTEMBER 2019

BETWEEN

SUGAM PROMOTERS PRIVATE LIMITED

SHERATOVE NIRMAN PRIVATE LIMITED

OWNERS

AND

SUGAM DIAMOND PROJECTS LLP

DEVELOPER

AGREEMENT

DSP LAW ASSOCIATES

ADVOCATES

1B, HARE STREET

4D, NICCO HOUSE

KOLKATA - 700001