

**Regd. Office :** "Biswakarma Building", 6th Floor, SW Block, 86C, Topsia Road, Kolkata - 700046

**Ref. No.**

**Date :**  
31/03/12

To  
M/S. Digvijay Vinimay (P) Ltd.  
33, Brabourne Road, 5th Floor  
Kolkata-700001  
Kind attn: Ruby Kankaria ( Director)  
Sub : Proposal of "Green View", Plot No.B59.

Dear Sir/Madam

As discussion held with you with Anand Kumar Agarwal & telephonic conversion with our Chief Executive Officer. Regarding booking a plot in our project by name Green View at Kharieberia plot no. B59 @ of Rs. 450000/cottah land cost & Rs.20000/cottah development cost. The size of plot 6 (six) cottah on three side road/corner plot/on 30' & 20' road. Tener of the project is 30 months excluding booking period. Now you have shown interest to pay 20% at a time of land cost & development cost in that case you will get 5% discount of 20% land cost & rest 80% amount of land cost & development cost you have to pay into 30 equal instilment.

Other than land + development cost other extra charges :-

1. Registry charges 8% to 8.5% (Actual cost as per Govt. valuation at that time). Now govt. valuation in around 2 Lacs per cottah.
2. Mutation & conversion will be done after registration of the said plot within 90days from the date of registration. As discursion held over telephone with you regarding delayed the above matter. In that case of we failed to keep our commitment in stipulated period we are ready to pay you banking interest @ 18% yearly for the delayed period which is also noted in the agreement copy.
3. Other than registration for mutation & conversation charges you have to pay Rs. 25000 to Rs. 30000 for a 6 cottah plot (Actual cost you have to pay).  
First – Registration  
Secondly- Mutation  
Third- Conversation from shali land to Bastu land (As per B.L.R.O rules)
4. Advocate fees Nil
5. Maintenance club membership fees that will be decided after formation of Co- Operative.
6. Rest question you should follow specimen agreement copy which will send after your booking completed.

With Thanks.

**BASBHUMI REALTOR PVT. LTD.**

  
Authorised Signatory



# Notarial Certificate

(PURSUANT TO SECTION 8 OF THE NOTARIES ACT, 1952)

KNOW ALL MEN BY THESE PRESENTS 1, **SUKUMAR CHANDRA GHOSH** Advocate & Notary practising in the Alipore Police Court having my ordinary professional address at Village-Putkhali, P.O.- Daulatpur, P.S.- Maheshtala, District South 24 Parganas within Sub Division- Alipore Sadar, Dist- South 24 Parganas of the state of West Bengal within union of India do hereby declare that the paper writings & documents annexed hereto and collectively marked with the latter 'A' hereinafter called the 'Paper Writings 'A' as presented before me by the Executant(s).

*Agreement of Allotment*

*Barbhuni Reactions Pvt Ltd of Biswakarma,  
Building 6th Floor, SW Block, 86 C  
Topsa Road, Kolkata - 700046*

hereinafter referred to as executant (s) on this  
the *25<sup>th</sup>* day of *June*  
Two Thousand *Twelve*

The executant / executant(s) having admitted the "Paper Writings" "A" in respective hand (s) in the presence of the witness (es) who as such subscribe(s) signature(s) thereon and being satisfied as to the identity of the executants(s) and the said execution of the "Paper Writings A" I Verify, Authenticate And Attest The Execution Of The "Paper Writings A" In the Respective Hand(s) Of The Executant(s)  
**AN ACT WHERE OF** being Required Of A Notary I Have Granted **THESE PRESENTS** As My **NOTARIAL CERTIFICATE** To Serve And Avail Of As Needs Or Occasions Shall Or May Arise For The Same.

IN FAITH AND TESTIMONY WHEREOF I,  
the said Notary, have hereunto set and subscribed  
my hand and affixed my Notarial Seal of Office  
on this *25<sup>th</sup>* day of *June* 2012

*Sukumar Chandra Ghosh*  
**Sukumar Chandra Ghosh**  
Notary

Govt. Of India, Regn. No.-925/97  
Mobile : 94332 37084



*S. C. GHOSH*  
**S. C. GHOSH**  
NOTARY  
Govt. of India  
Regn. No-925/97

25 JUN 2012



भारतीय गैर न्यायिक

दस  
रुपये  
रु. 10



TEN  
RUPEES  
Rs. 10

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

52AA 579912



**AGREEMENT OF ALLOTMENT**

**THIS AGREEMENT** is made on this 31st day of March Two Thousand Twelve **BETWEEN BASBHUMI REALTORS PVT. LTD.**, a Private Limited Company within the provisions of Companies Act, 1956, Vide Govt. Regd. No. "U70102WB2011PTC160669", having its Registered office at 'BISWAKARMA BUILDING', 6<sup>th</sup> floor, SW Block, 86C, Tapsia Road, Kolkata - 700046



*Ruby Kankaria*

25 JUN 2012

*Ruby Kankaria*





represented by its Director Sri Pijush Naskar, hereinafter referred to as the **COMPANY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, administrators, legal representatives and/or assigns) of the **ONE PART**.

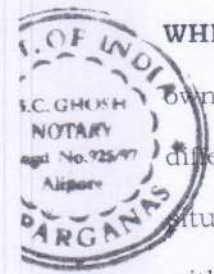
**AND**

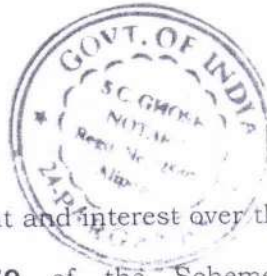
M/S. **Digvijay Vinimay Pvt. Ltd.**, a Private Limited Company within the provisions of Companies Act, 1956, Vide Govt. Regd. No. "U51909WB2008PTC131095", having its Registered office at 33 Brabourne Road, 5<sup>th</sup> Floor, Kolkata - 700001, P.S.: Hare Street, represented by its Director Miss. Ruby Kankaria, hereinafter referred to as the **ALLOTTEE(S)** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their/its heirs, executors, successors, administrators, legal representatives and/or assigns) of the **OTHER PART**.

**WHEREAS** the Company has entered into agreement with owner/owners of the land and it has right to sell the land comprising of different Dag Numbers under different Khatian Numbers lying and situated at Mouza Ganesh Kuriberia, J.L. No. 77, Pargana - Magura, within the jurisdiction of Purba Bishnupur Gram Panchayat, P.S. & A.D.S.R.O. Bishnupur, D.S.R.O. Alipore, in the District of South 24 Parganas.

*Ruby Kankaria*

25 JUN 2012

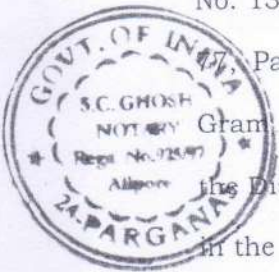




**AND WHEREAS** the Company has the right and interest over the land appertaining to scheme Plot No. **B59** of the Scheme Plan '**GREENVIEW**' measuring about 6 (Six) Cottah comprised in **Dag No 130** under Khatian No 143 at Mouza Ganesh Kuriberia, J.L. No 77, Pargana - Magura, within the jurisdiction of Purba Bishnupur Gram Panchayat, P.S. & A.D.S.R.O. Bishnupur, D.S.R.O. Alipore, in the District of South 24 Parganas, morefully and particularly described in the Schedule below hereinafter referred to as the 'said land/said plot'.

**AND WHEREAS** the Allottee has examined the right and interest of the Company in respect of the said land and has seen the documents and is satisfied with the Company's right over the said land.

**AND WHEREAS** on the application of the Allottee, the Company has allotted the land appertaining to scheme Plot No. B59 of the Scheme Plan '**GREENVIEW**' measuring about 6 (Six) Cottah comprised in Dag No. 130 under Khatian No. 143 at Mouza Ganesh Kuriberia, J.L. No Pargana - Magura, within the jurisdiction of Purba Bishnupur Gram Panchayat, P.S. & A.D.S.R.O. Bishnupur, D.S.R.O. Alipore, in the District of South 24 Parganas, morefully and particularly described in the Schedule below to be sold out to the allottee at the total price of Rs. 2820000 (Rupees Twenty Eight Lakhs Twenty Thousand) only at the rate of Rs. 470000 (Rupees Four Lakhs Seventy Thousand) only per cottah and the allottee has agreed to purchase the said land at the said total price of Rs 2820000 (Rupees Twenty Eight Lakhs Twenty Thousand) only.



*Ruby kankaria*

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**AND WHEREAS** this allotment is and shall continue to remain subject to the following terms and conditions to which both the parties are agreed:

1. The total price of said land including basic development cost is Rs. 2820000 (Rupees Twenty Eight Lakhs Twenty Thousand ) only being Plot No. **B59** of '**GREENVIEW**'.

2. The Allottee has paid Rs 564000 (Rupees Five Lakhs Sixty Four Thousand) only against scheme Plot No B59 at the time of signing this agreement and balance amount of Rs. 2256000 (Rupees Twenty Two Lakhs Fifty Six Thousand) only will be paid by 30 (Thirty) equal monthly installments. The first monthly installment will start from the succeeding month of Allotment.

3. After making the initial payment for allotment as in clause 2 above, the first monthly installment will be payable within the succeeding month. Thereafter, each monthly installment will be payable within each succeeding month.



The Allottee shall regularly and punctually pay all installments. The Allottee shall not delay or withhold the payment on any ground and dispute or difference. In case of non payment at any stage on default of payment of three consecutive installments, the allotment shall stand terminated. In this event the allotment is cancelled due to non payment by the Allottee, the Company will refund

*Ruby Kankaria*

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the amount received from the Allottee after deducting processing charge from the amount paid on account of the price of the said land in the following manner.

Refund collected within 1 <sup>st</sup> yr.	-	Deduction 25%
Refund collected within 2 <sup>nd</sup> yr.	-	Deduction 20%
Refund collected within 3 <sup>rd</sup> yr.	-	Deduction 15%

If the Allottee does not collect his/her refund for 3 years he/she shall get the full amount refunded after 3 years without any deduction.

5. The Company shall grant money receipt, after accepting payment of each monthly installment to the Allottee.

6. The Allottee have to pay an amount of Rs.20,000/- (Rupees Twenty Thousand) only per cottah which is already included in land cost (as per clause (1) stated above) on account of infrastructure Charges (for Metal Road, electricity, water supply, drainage, Telephone and cable line etc.) before Registration or taking physical possession of the plot.

7. Before completion of purchase if the Allottee dies the company will transfer the plot of land in the name of the Nominee mentioned in the Application Form without any charge.

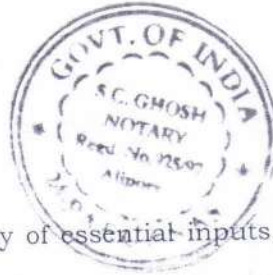
8. Unless prevented by circumstances beyond the control of the Company, and subject to Force Majeure which shall inter-alia mean

*Ruby Kankaria*

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the non-availability or irregular availability of essential inputs, strike by contractors and/or workmen, litigation and any acts of God, the completion of all necessary works of the said land may be delayed accordingly.

9. All applications/ letters relating to Allotment, Agreement for Sale, Conveyance and otherwise for and/or relating to the plots in 'GREENVIEW' shall be in the form as prepared by the Company. The documents prepared by the Company shall be final and binding upon the Allottee and he/she agrees and undertakes not to object thereto. He/ she may, at his/ her own cost, seek clarifications and also make suggestions, which may or may not be entertained by the Company at its discretion.

10. The Allottee shall take possession of the said land, as the case may be, within 15 days from the date of receipt of the Notice from the Company that the work on his land is complete.



Before taking possession, the Allottee shall pay all amounts as, price, interests or otherwise that be then payable in terms hereof and at his own costs have the Agreement for Sale and/or Conveyance completed, stamped and registered, if necessary or so required by the Company.

*Ruby Kankaria*

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12. At or before the date of execution of the Conveyance, the Company shall ensure that the said land is free from all encumbrances.

13. In the event of the Company failing to complete the project within the stipulated time, the Allottee may take refund of the full money paid by him/ her towards price of the land with interest at the rate of 10% p.a. for the scheduled EMI period.

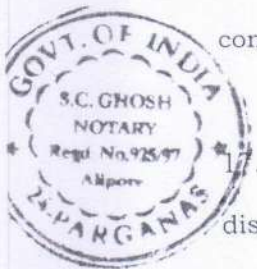
14. Registration of Conveyance will be executed within 30 (thirty) days from the date of payment of last installment. Physical possession of the plot of land shall be handed over immediately after Registration of the Conveyance.

15. Inspection of any document relating to plots of land may be made in the Office of the Company during office hours.

16. The Allottee will have the option to assign his/her right on the plot of land to his / her nominated person and intimate it to the company.

17. The company may accept or reject any application at its discretion without assigning any reason whatsoever.

18. That the Agreement for Sale and the Conveyance shall be prepared by the Company's Advocate assigned by the Company and



Ruby Kankaria  
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the draft thereof shall be delivered to the Allottee at least 15 days prior to the date of Registration of Deed of Conveyance and 8.5% (eight and half percent) of the Govt. market price will be charged as Registration and Processing fee. The amount may be enhanced or reduced subject to enhancement or reduction of Stamp Duty and Registration fee by the Government of West Bengal. If the allottee wants to do the registration of the deed by his/ her lawyer, he/ she may do so but at that time he/ she have to pay a sum of Rs.3,000/- (Rupees three thousand) only as drafting charges to the Company for draft deed with prior intimation.

19. The Company i.e First Part, should maintain the commitments made by written letter to the allottee dated 31/03/2012 and a copy of said letter also attached with this agreement.

20. All disputes and/or differences whatsoever arising between the parties hereto or persons claiming under the terms and conditions of this agreement shall be mutually settled and in case the disputes or differences are not settled mutually then the dispute shall be referred to the sole arbitration of an Arbitral Tribunal appointed by the Managing Director of the Company, whose decision will be final and binding on the parties to the reference. The Arbitration will be in accordance with Arbitration and Conciliation Act, 1996.



21. This agreement of allotment shall automatically loose its force after execution and registration of Conveyance or if the allotment is cancelled due to the circumstances provided in clause 4.

*Ruby Kankaria*

25 JUN 2012





**THE SCHEDULE ABOVE REFERRED TO :**

**(Said Land)**

ALL THAT piece and parcel of land measuring about Six ( 6 ) Cottahs more or less being known and numbered as Scheme Plot No. B59 on the 20',20' &30' ft. wide road, Three side road facing plots at Mouza - Ganesh Kuriberia, comprised in Dag No. 130 under Khatian No. 143, J.L. No.77, Pargana - Magura, within the jurisdiction of Purba Bishnupur Gram Panchayat, P.S. & A.D.S.R.O. Bishnupur, D.S.R.O. Alipore, in the District of South 24 Parganas and it is butted and bounded by as follows :-

ON THE NORTH : 30' wide Road

ON THE SOUTH : 20' wide Road

ON THE EAST : 20' wide Road

ON THE WEST : Scheme Plot No. B58 & B58/1 respectively

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hand and seal on the day, month and the year first above written.



**SIGNED, SEALED AND DELIVERED**

by the parties in the presence of  
**WITNESSES :-**

1.

2.

BASBHUMI REALTORS PRIVATE LIMITED

*Rascan*

DIRECTOR

SIGNATURE OF THE COMPANY

*Ruby Kankaria*

SIGNATURE OF THE ALLOTTEE

Signature Attested  
on Identification

*S.C. Ghosh*

S. C. GHOSH, Notary  
Alipore - Police Const. No. 101-81  
Reg. No. 928-97, Dist. of Ind.

Identified by me

*[Signature]*  
Adukat

25 JUN 2012

# **BHUMI** Realtors Pvt. Ltd.

Regd. Office : "Biswakarma Building", 6th Floor, SW Block, 86C, Topsia Road, Kolkata - 700046

Ref. No.

Date :

31/03/12

To  
M/S. Digvijay Vinimay (P) Ltd.  
33, Brabourne Road, 5th Floor  
Kolkata-700001  
Kind attn: Ruby Kankaria ( Director)  
Sub : Proposal of "Green View", Plot No.B59.

Dear Sir/Madam

As discussion held with you with Anand Kumar Agarwal & telephonic conversion with our Chief Executive Officer. Regarding booking a plot in our project by name Green View at Khariieberia plot no. B59 @ of Rs. 450000/cottah land cost & Rs.20000/cottah development cost. The size of plot 6 (six) cottah on three side road/corner plot/on 30' & 20' road. Tender of the project is 30 months excluding booking period. Now you have shown interest to pay 20% at a time of land cost & development cost in that case you will get 5% discount of 20% land cost & rest 80% amount of land cost & development cost you have to pay into 30 equal instalment.

Other than land + development cost other extra charges :-

1. Registry charges 8% to 8.5% (Actual cost as per Govt. valuation at that time). Now govt valuation in around 2 Lacs per cottah.
2. Mutation & conversion will be done after registration of the said plot within 90days from the date of registration. As discursion held over telephone with you regarding delayed the above matter. In that case of we failed to keep our commitment in stipulated period we are ready to pay you banking interest @ 18% yearly for the delayed period which is also noted in the agreement copy.
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First - Registration  
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4. Advocate fees Nil
5. Maintenance club membership fees that will be decided after formation of Co- Operative.
6. Rest question you should follow specimen agreement copy which will send after your bookin completed.

With Thanks.



**BASDHUMI REALTOR PVT. LTD.**

*[Signature]*  
Authorised Signatory

25 JUN 2012





25 JUN 2012



THE 25 JUN 2012 DAY OF \_\_\_\_\_ 20

**Paper writings 'A'  
&  
the Reletive Notarial  
Certificate**



25 JUN 2012

Sukumar Ch. Ghosh. Advocate



**&**

**Notary Public**

Alipore Police Court, Kolkata - 700 027



25 JUN 2012

**: RESIDENCE & CHAMBER :**

Village - PUTKHALI, P.O.-DAULATPUR  
P.O.- MAHESHTALA, 24 PARGANAS (SOUTH)  
9433237084 (M)