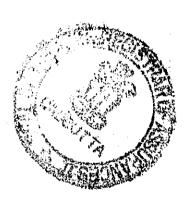
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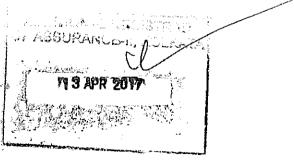
#### **Government of West Bengal**

# Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue OFFICE OF THE A.R.A. - II KOLKATA, District Name :Kolkata Signature / LTI Sheet of Query No/Year 19020000486841/2017

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

SI No.	Name of the Executant	Category		Finger Print	Signature with
1	Mrs Ayesha Nayeem 6, Rawdon Street,, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700017	Land Lord			Ayesha HAYEE AYESHA HAYEE 13.4:2017
SI No.	Name of the Executant	Category		Finger Print	Signature with date
2	Mr Golam Nayeem 6, Rawdon Street., P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700017	Land Lord			Gen Nam 13/04/2017
SI <sup>*</sup>		Category	. 西西加羅蘇州通道西國 性自加度基礎	Finger Print	Signature with date
3.4	Mr Golam Monem 6 Rawdon Street,, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700017	Land Lord			Zelver 2017



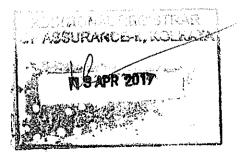


1. Signature of the Person(s) admitting the Execution at Private Residence.

Name of the Executant	Category	and Address of the London	l _, _ , i	
THEFT S. BOAR SO IS NOT MAKE THE PROPERTY OF A RESIDENCE OF THE PARTY OF	We have a the or company of the second		Finger Print 772	Signature with date
Mrs Mamoona Momen 6 Rawdon Street,, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700017	Land Lord			Man Olle ansmer
Name of the Executant	Category		Finger Print ラカタ	Signature with date
Mrs Farzana Momen 6 Rawdon Street,, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700017	Land Lorc	S (9)		Juzan Hon- FARZANA MENEM. 13-4-2017
Name of the Executant	Category*		Finger Print	Signature with Z date
Mrs Rehana Khan Amin Villa Place,, P.O:- Loharu, P.S:- LOHARU, District:-Bhiwani, Haryana, India, PIN - 127201	Land Lord			REHANA KHA. 13.4.2017
Name of the Executant	Category		Finger Print タナ5	Signature with date
Mrs Afsana Marwah 297, Forest Lane, Nebsarai Sainik Farm,, P.O:- Saket, P.S:- Neb Sarai, District:-South, Delhi, India, PIN - 110068	Land Lord			13.04.2017
	Rawdon Street,, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700017  Name of the Executant  Mrs Farzana Momen 6 Rawdon Street,, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700017  Name of the Executant  Mrs Rehana Khan Amin Villa Place,, P.O:- Loharu, P.S:- LOHARU, District:-Bhiwani, Haryana, India, PIN - 127201  Name of the Executant  Mrs Afsana Marwah 297, Forest Lane, Nebsarai Sainik Farm,, P.O:- Saket, P.S:- Neb Sarai, District:-South, Delhi, India, PIN -	Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700017  Name of the Executant  Mrs Farzana Momen 6 Rawdon Street,, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700017  Name of the Executant  Mrs Rehana Khan Amin Villa Place,, P.O:- Loharu, P.S:- LOHARU, District:-Bhiwani, Haryana, India, PIN - 127201  Name of the Executant  Category  Mrs Afsana Marwah 297, Forest Lane, Nebsarai Sainik Farm,, P.O:- Saket, P.S:- Neb Sarai, District:-South, Delhi, India, PIN -	Rawdon Street,, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700017  Name of the Executant  Mrs Farzana Momen 6 Rawdon Street,, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700017  Name of the Executant  Mrs Rehana Khan Amin Villa Place,, P.O:- Loharu, P.S:- LOHARU, District:-Bhiwani, Haryana, India, PIN - 127201  Name of the Executant  Category  Mrs Afsana Marwah 297, Forest Lane, Nebsarai Sainik Farm,, P.O:- Saket, P.S:- Neb Sarai, District:-South, Delhi, India, PIN -	Rawdon Street, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700017  Name of the Executant Category  Mrs Farzana Momen 6 Rawdon Street, P.O:- Shakespeare Sarani, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700017  Name of the Executant  Mrs Rehana Khan Amin Villa Place, P.O:- Loharu, P.S:- LOHARU, District:-Bhiwani, Haryana, India, PIN - 127201  Name of the Executant  Category  Finger Print 7-7-H  Finger Print 7-7-H  Finger Print 7-7-T  Land Lord  Villa Place, P.O:- Loharu, P.S:- LOHARU, District:-Bhiwani, Haryana, India, PIN -  Land Lord 297, Forest Lane, Nebsarai Sainik Farm, P.O:- Saket, P.S:- Neb Sarai, District:-South, Delhi, India, PIN -



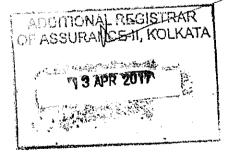
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1. Signature of the Person(s) admitting the Execution at Private Residence.

Γ	i. Signature of t	ne Person(s	s) admitting the Execution :	at Private Reside	ence.
SI No.	Name of the Executant	Category		Finger Print ラティ	Signature with date
8	Mrs Faizana Khan Rahat Manjil Marris Road,, P.O:- Civil Lines, P.S:- CIVIL LINES, District:-Aligarh, Uttar Pradesh, India, PIN - 202001	Land Lord			Janzania Kaan FAIZAWA KHAM
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with
9	Mrs Farhat Salahuddin 175, Parliputra Colony,, P.O:- Patliputra, P.S:- PATLIPUTRA, District:- Patna, Bihar, India, PIN - 800013	Land Lord			Saluddi Saluddi 13.04.17
SI No.	Name of the Executant	Category		Finger Print アプさ	Signature with date
10	Mrs Almas Hussain 2A, Akshara Petals, 19B,Borad Street,, P.O:- Ballygunge, P.S:- Karaya, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Land Lord	6		ALMAS HUSSAIN 13/04/2017
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
7.1	Mr Saif Kamlesh Servaia 5 Dover Park, P.O:- Ballygunge, P.S:- Bullygunge, District:- South 24-Parganas, West Bengal, India, PIN - 700019	Attorney of Land Lord [Mrs Kishwar Khan] ,[Mrs Yasmin Servaia] ,[Mr Arshad Momen]			Saylenero 13/04/2017





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

		T THE THIRD AT PRIVATE RES	dence,
Name of the Executant	Category	Finger Print 7-80	Signature with
Mr Faisal Momen 6 Rawdon Street,, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700017	Land Lord		January 13/4/17
Name of the Executant	Category	Finger Print 구오I	Signature with
Mr Surendra Kumar Dugar 2B, Dover Road,, P.O:- Ballygunge, P.S:- Bullygunge, District:- South 24-Parganas, West Bengal, India, PIN - 700019	ative of		uate
Name and Address of identifier		Identifier of	Signature with date
Mr Jaynata Pandit Son of Mr Gour Hari Pandit 83 Topsia Road (South), P.O:- Gobinda Khatick, P.S:- Topsia, District:-South 24-Parganas, West		Golam Monem, Mrs Mamoona Momen, Mrs Farzana Momen, Mrs Rehana Khan, Mrs Afsana Marwah, Mrs Faizana Khan, Mrs Farhat Salahuddin, Mrs Almas Hussain, Mr	Jan Mary Jan
	Mr Faisal Momen 6 Rawdon Street,, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700017  Name of the Executant  Mr Surendra Kumar Dugar 2B, Dover Road,, P.O:- Ballygunge, P.S:- Bullygunge, District:- South 24-Parganas, West Bengal, India, PIN - 700019  Name and Address of i  Mr Jaynata Pandit Son of Mr Gour Hari Pand 83 Topsia Road (South), F Gobinda Khatick, P.S:- To District:-South 24-Pargana	Mr Faisal Momen 6 Rawdon Street,, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700017  Name of the Executant  Mr Surendra Kumar Dugar 2B, Dover Road,, P.O:- Ballygunge, P.S:- Bullygunge, District:- South 24-Parganas, West Bengal, India, PIN - 700019  Name and Address of identifier  Mr Jaynata Pandit Son of Mr Gour Hari Pandit 83 Topsia Road (South), P.O:- Gobinda Khatick, P.S:- Topsia, District:-South 24-Parganas, West	Mr Faisal Momen 6 Rawdon Street., P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700017  Name of the Executant Dugar 2B, Dover Road,, P.O:- Ballygunge, P.S:- Bullygunge, District:- South 24-Parganas, West Bengal, India, PIN - 700019  Name and Address of identifier  Mr Jaynata Pandit Son of Mr Gour Hari Pandit 83 Topsia Road (South), P.O:- Gobinda Khatick, P.S:- Topsia, District:-South 24-Parganas, West District:-South

(Ashoke Kurlar Biswas)
ADDITIONAL REGISTRAR
OF ASSURANCE
OFFICE OF THE A.R.A. II KOLKATA
Kolkata, West Bengal

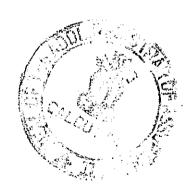


ADDITIONAL REGISTRAR OF ASSURANCE-II, KOLKATA

#### BETWEEN

(1) MRS. AYESHA NAYEEM [INCOME TAX PAN: ADDPN4051C], wife of G. Nayeem, (2) MR. GOLAM NAYEEM, [INCOME TAX PAN: ABJPN6433A], (3) MR. GOLAM MONEM [INCOME TAX PAN: ADNPM0118M], both sons of Late Golam Kibria (4) MRS. MAMOONA MOMEN [INCOME TAX PAN: AFFPM8697H], wife of G. Momen, (5) MRS. FARZANA MONEM, [INCOME TAX PAN: AEYPM8984P], wife of G. Monem, all residing at 6, Rawdon Street, Post Office - Shakespeare Sarani, Police Station - Shakespeare Sarani, Kolkata - 700 017 (6) MRS. REHANA KHAN [INCOME TAX PAN: AAJPP9468Q], wife of Nawab Allahuddin Ahmed Khan, residing at Amin Villa Place, Police Station - Loharu, Post Office - Loharu, Loharu- 127201, Haryana, (7) MRS. AFSANA MARWAH [INCOME TAX PAN: AAOPM1920H], wife of Major S. P. Marwah, residing at 297, Forest Lane, Nebsarai, Sainik Farm, Police Station - Nebsarai, Post Office - Saket, New Delhi - 110068, (8) MRS. FAIZANA KHAN [INCOME TAX PAN: AFSPK9632D], wife of Farrukh Said Khan, residing at Rahat Manzil, Marris Road, Aligarh- 202001, Police Station - Civil Lines, Post Office - Civil Lines, Uttar Pradesh, (9) MRS. FARHAT SALAHUDDIN, [INCOME TAX PAN: DHNPS7093L], wife of Farook Salahuddin, residing at 175, Patliputra Colony, Police Station - Patliputra Colony, Post Office - Patliputra Colony, Patna- 800013 (10) MRS. ALMAS HUSSAIN, [INCOME TAX PAN: -ABCPH0038G], wife of Syed Manzar Hussain, residing at 2A, Akshara Petals, 19B Broad Street, Police Station-Karaya, Post Office- Ballygunge, Kolkata 700019 (11) MRS. KISHWAR KHAN [INCOME TAX PAN:AGCPK8488L], wife of S. S. Mahmood Khan, residing at 6 Rawdon Street Post Office - Shakespeare Sarani, Police Station -Shakespeare Sarani, Kolkata - 700 017, (12) MRS. YASMIN SERVAIA, [INCOME TAX PAN: AQMPS5912M], wife of Kamlesh Servaia, residing at 6 Rawdon Street Post Office - Shakespeare Sarani, Police Station -Shakespeare Sarani, Kolkata - 700 017, Kolkata - 700 017, (13) MR. ARSHAD MOMEN [INCOME TAX PAN: AFCPM7676P], son of Golain Momen, residing at 6 Rawdon Street Post Office - Shakespeare Sarani, Police Station - Shakespeare Sarani, Kolkata - 700 017, Kolkata - 700 017, Owner No 11 to 13 represented through their Constituted Attorney namely Saif Kamlesh Servaia

Is follow AN MAN, FILL. K. 78



ADDITIONAL REGISTRAR
OF ASSURANCE H, KOLKATA
13 APR 2017

(INCOME TAX PAN: BUJPS0499D), son of Kamlesh Servaia, residing at 5 Dover Park, Kolkata 700019, Police Station- Ballygunge, Post Office- Ballygunge, AND (14) MR. FAISAL MOMEN [INCOME TAX PAN: AEWPM5535J], son of Golam Momen, residing at 6 Rawdon Street Post Office - Shakespeare Sarani, Police Station - Shakespeare Sarani, Kolkata - 700 017, Kolkata - 700 017, hereinafter collectively referred to as the OWNERS (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns) of the ONE PART

#### AND

PS GROUP REALITY LIMITED [INCOME TAX PAN: AABCP5390E], a company within the meaning of the Companies Act 2013 having its registered office at 83, Topsia Road (S), Police Station - Topsia, Post Office -Gobinda Khatick Road, Kolkata - 700046 and represented by its Director SHRI SURENDRA KUMAR DUGAR [INCOME TAX PAN: ACUPD1317K], son of Late J. M. Dugar, residing at 2B, Dover Road, Kolkata - 700019, PO and PS Ballygunge, having been duly authorized hereinafter referred to as the DEVELOPER (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the OTHER PART

#### WHEREAS:

B)

The Owners are presently the co-owners of ALL THAT the Municipal A) Premises No. 6, Rawdon Street, P.S. Park Street, Kolkata 700 017 (more fully and particularly mentioned and described in the First Schedule hereunder written and hereinafter for the sake of brevity referred to as the said PROPERTY).

The Developer is carrying on business inter alia in undertaking development of properties and/or real estate.

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

**GRN:** 

19-201718-000354599-1

Payment Mode

Online Payment

GRN Date: 17/04/2017 16:15:27

Bank:

Indian Bank

BRN:

IB17042017002124

BRN Date:

17/04/2017 16:13:38

DEPOSITOR'S DETAILS

Name:

P'S GROUP REALTY LTD

ld No.: 19020000486841/4/2017 [Query No./Query Year]

Contact No.:

Mobile No. :

E-mail:

+91 9836299924

Address:

83, TOPSIA ROAD(S), KOLKATA 7,00046

Applicant Name:

Org PS Group Realty Limited

Office Name:

Office Address:

Status of Depositor: '

Buyer/Claimants

Purpose of payment / Remarks:

Sale, Development Agreement or Construction agreement Payment No 3

PAYMENT DETAILS

SI. LNo.	Identification No	Headlof A/C	Head of A/C	Amount[ ₹]
1	19020000486841/4/2017	Property Registration-Registration Fees	0030-03-104-001-16	275010 <
2	19020000486841/4/2017	Property Registration- Stamp duty	0030-02-103-003-02	74921 /

Total

349931

In Words:

Rupees Three Lakh Forly Nine Thousand Nine Hundred Thirty One only

₹ a . • • •

- The Owners have approached the Developer to undertake the development of the said property by causing to be constructed erected and completed thereat a new building in accordance with the plan to be sanctioned by the concerned authorities which the Developer has agreed to do for the consideration and subject to the terms and conditions hereinafter appearing.
- The parties are desirous of recording the same in writing D١

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED THE PARTIES HERETO AGREE AS FOLLOWS:

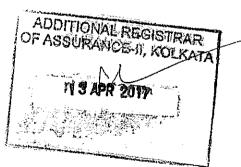
# ARTICLE I - REPRESENTATIONS AND WARRANTIES BY THE **OWNERS**

- At or before entering into this Agreement, the Owners and each one of 1.1 them have represented and assured the Developer as follows:
  - The Owners are the absolute Owners of the said Property each i) one of them being entitled to an independent and undivided share or interest into or upon the Said Property.
  - The Said Property is free from all encumbrances, charges, liens, ii) lispendens.
  - The Owners entered into a Development Agreement dated 18th iii) July 2012 with Exclusive Homes Private Limited and registered as Being No. 01009 for the year 2013 at the office of Additional Registrar of Assurances-II Kolkata which has since been cancelled on  $13^{\text{th}}$  April 2017 and lodged for registration on  $13^{\text{th}}$ April 2017 at the office of Additional Registrar of Assurances-II.

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

appearing.





- viii) **DELIVERY DATE** shall mean the date on which the Owners will deliver vacant possession of the Said Property to the Developer for construction of the New Building.
- ix) **DEVELOPER** shall mean **PS REALTY GROUP LIMITED** and its successor and/or successors in office/interest and permitted assigns.
- x) DEVELOPER'S ALLOCATION shall mean 29% of the total constructed area plus 438 sq. ft. super built up area forming part of the Commercial Area and car proportionate number of car parking spaces together with the undivided proportionate share in all Common Parts and Portions and together With the undivided proportionate share in the land comprised in the Said Property attributable and/or allocable thereto.
- vi) UNITS shall mean the various flats showrooms shop rooms offices of not less than 1000 sq. ft. and car parking spaces in the New Building used for residential and/or commercial purposes to be ultimately held and/or owned by various persons on Ownership basis.
- xii) INTENDING PURCHASERS shall mean the persons intending to acquire the units.
- xiii) **NEW BUILDING** shall mean the multistoried building to be constructed as per the Plan and specifications on the Said Property comprising of Residential Area and Commercial Area.
- xiv) OWNERS ALLOCATION shall mean 71% of the total constructed area minus 438 sq. ft. super built up area forming part of the Residential area to comprise of various units and proportionate car parking spaces proportionate share in all Common Parts and Portions AND TOGETHER WITH undivided proportionate share in the land comprised in the Said Property attributable and/or allocable thereto.

**PLAN** shall mean the plan to be sanctioned by Kolkata Municipal Corporation (KMC) and other authorities concerned and shall include all such revised plans / modifications and /

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- or alterations made thereto from time to time by the Developer in terms of this Agreement.
- xvi) PRE-DEVELOPMENT COSTS shall mean the aggregate of all costs charges and expenses including all fees payable to Architect, engineers and other agents, sanction fee, legal expenses and all amounts reasonably incurred by the Developer prior to the Construction Commencement Date.
- xvii) **PROFESSIONAL TEAM** shall mean the Architect, structural engineers, mechanical and / or electrical engineers, surveyors and / or such other professionals engaged and/or contracted by the Developer from time to time.
- xviii) **PROJECT** shall mean the development of the Said Property whereby by the Developer shall construct erect and complete the New Building in accordance with the Plan and as per the Specifications.
- RESIDENTIAL AREA shall mean such part or portion of the New Building to be constructed erected and completed on the said property in accordance with the Plan, and as per the Specifications and comprising of various. Units to be used and enjoyed for residential purposes and which shall vest in the Owners exclusively to the exclusion of the Developer.
- SAID PROPERTY shall mean ALL THAT the Municipal Premises No. 6 Sarojini Naidu Sarani, (previously Rawdon Street) P.O. Park Street, P.S. Park Street, Kolkata – 700 017 (morefully and particularly mentioned and described in the First Schedule hereunder written).
- New Building shall be constructed erected and completed as may be recommended by the Architect for the time being, brief details whereof are given in the Third Schedule hereunder written.

xxii) **SERVICES** shall mean supply to and installation in the New Building and/or Said Property of electricity, water

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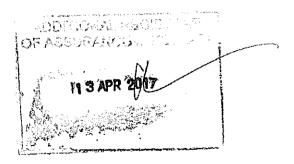
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- telecommunications, drainage and other services in the New Building and the Said Property.
- xxiii) TOTAL DEVELOPMENT COST shall mean the aggregate of all costs, fees and expenses wholly, exclusively and reasonably expended or incurred by the Developer for completion of the New Building and/ or the Project.

#### ARTICLE III - INTERPRETATIONS

- 3.1 In this Agreement (save to the extent that the context otherwise so requires):
  - i) Any reference to any act of Parliament whether general or specific shall include any modification, extension or reenactment of it for the time being in force and all instruments, orders, plans, regulations, bye laws permissions or directions any time issued under it.
  - ii) Reference to any agreement, contract deed or document shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, , supplemented or novated.
  - iii) An obligation of the Developer in this Agreement to do something shall include an obligation to procure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, or allow the same to be done
  - iv) Words denoting one gender shall include other genders as well.
  - v) Words denoting singular number shall include the plural and vice versa.
  - vi) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.

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- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time.
- viii) The headings in this Agreement are inserted for convenience of reference only and shall be ignored in the interpretation and construction of this Agreement.
- ix) The Schedules shall have effect and be construed as an integral part of this Agreement.

# ARTICLE IV - COMMENCEMENT DATE AND DURATION

- 4.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of its execution.
- 4.2 This Agreement shall remain in full force and effect until such time the Project is completed in all respects unless terminated in the manner as hereinafter appearing.

#### **ARTICLE V - GRANT OF DEVELOPMENT RIGHTS**

- 5.1 Subject to what is herein contained, the Developer has agreed to undertake development of the Said Property and for the purpose of undertaking development of the Said Property, the Owners have agreed to grant the exclusive right of development in respect of the Said Property unto and in favour of the Developer. In connection with the above, the Developer is hereby authorized and/or obligated to:
  - i) get the Plan prepared and sanctioned by KMC and other concerned authorities and pay fees and other charges in connection therewith;

ii) demolish the existing structures in accordance with law;

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- apply for and obtain all consents approvals and/or permissions as may be necessary and/or required for undertaking development of the Said Property;
- iv) take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the Said Property or any adjoining or neighboring and contiguous Property which need to be diverted for the Development;
- install the services and connections on and in the Said Property and ensure that the same connect directly to the mains;
- vi) serve such notices and enter into such agreements with statutory undertakers or other companies as may be necessary to install the Services;
- vii) give all necessary or usual notices under any statute affecting the demolition and clearance of the Said Property and give notices to all water, electricity and other statutory authorities as may be necessary for development of the Said Property and pay all costs, fees and outgoings incidental to or consequential on, any such notice and indemnify and keep indemnified the Owners from and against all costs charges claims, demands, actions suits and proceedings in this regard;
- viii) remain responsible for due compliance of all statutory requirements whether local, state or central in force at present or to come into effect during the continuance of the Project and shall also remain responsible for any deviation in construction which may not be in accordance with the Plan and agree to keep the Owners saved harmless and fully indemnified from and against all costs, charges, claims, actions, demands, suits and proceedings in this regard;

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ভারত সরকার

Government of India

জাত্ত পন্তিত Jayanta Pandit



काभर एक 208-21/11/1074 पुरुष / Male

🖫 3194 7056 8364



– সাধারণ মান্যের অধিকার

## Unique Identification Authority of india

টকানা: /: গৌরংবি পডিড নৌথনি, নেতানী রফ রাভপুর সোনারপুর (এম), চৌথানী দক্ষিণ ২৪ পরপুনা, শক্তিন বদ, Aodress: S/O: Gournari Pandif, CHOWHATI, NETAJI BLOCK, Rajpur Sonarpur (M), Chownari, South 24 Parganas, West Benga; 700149

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Toymli Pandit

#### ARTICLE - II - DEFINITIONS

- 2.1 In this Agreement unless the context otherwise permits, the following expressions shall have the meanings assigned to them as under:
  - i) ARCHITECT shall mean such person or persons, firm or firms, who may be appointed as the Architect by the Developer for designing and planning of the New Building.
  - consents shall mean the planning permission and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or desirable for the carrying out, development, completion use and occupation of the New Building and/or Project.
  - common Parts and Portions shall mean the common parts and portions of the New Building to be used in common by all the Owners and occupiers of the new Building and more particularly described in the Second Schedule hereunder written.
  - iv) COMMERECIAL AREA shall mean such part or portion forming part of the New Building to be constructed erected and completed in accordance with the plan to be sanctioned by the authorities concerned and comprising of large showrooms and shop rooms and offices of not less than 1000 sq. ft. which shall vest in the Developer exclusively to the exclusion of the Owners.
  - v) **COMMENCEMENT DATE** shall mean the date on which the Owners and Developer shall enter into this Agreement.
  - vi) **CONSTRUCTION COMMENCEMENT DATE** shall mean the date on which the Developer shall commence construction of the New Building upon sanction of the Plan.
  - vii) **COMPLETION DATE** shall mean the date on which the Developer shall procure Occupancy Certificate from Kolkata Municipal Corporation (KMC).

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- ix) remain responsible for any accident and/or mishap taking place while undertaking construction and completion of the New Building and agree to keep the Owners saved harmless and fully indemnified from and against all costs, charges, claims, actions, demands, suits and proceedings in this regard;
- x) comply and/or procure compliance with the Plan or any other permission or approval which may be granted for construction of the New Building.
- xi) Comply with the provisions of Real Estate (Regulation and Development) Act 2016 (RERA) and Rules and / Regulations as and when applicable and keep the Owners saved harmless and fully indemnified from and against all costs, charges, claims, actions, demands, suits or any other legal proceeding or arbitration in this regard save and except if there is any claim related to title;
- xii) comply or procure compliance with, all statutes and any enforceable codes of practice of the KMC or other authorities affecting the Said Property or its development;
- xiii) take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts deeds and things required by any statute and comply with the lawful requirements. of all the authorities for development of the Said Property;
- xiv) make proper provision for security of the Said Property during its development;

xv) not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the Said Property or any part or portion thereof;

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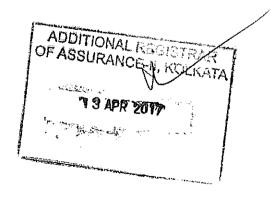
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- xvi) not expose the Owners to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, engineer and other agents as may be required for the purpose of construction and completion of the New Building; and
- xvii) To remain solely liable and/or responsible for all acts deeds matters and things for and in connection with construction of the New Building and pay perform and observe all terms conditions covenants and obligations on the part of the Developer to be paid performed and observed.

## ARTICLE VI - TOTAL DEVELOPMENT COSTS

- 6.1 The Developer shall incur all fees, costs and expenses for construction and completion of the New Building and/or the Project including, without limitation, the items listed below:
  - i) The costs of obtaining Planning permissions in respect of the development (including fees of the Architect surveyors or consultants to) together with planning and building regulation fees, fees payable to statutory undertakers and other fees necessary to secure all required consents and any costs in entering into and complying with any agreement or any statutory provisions.
  - ii) The costs of investigations, surveys, and tests in respect of soil, drains, structures and rights of light
  - iii) The costs to be incurred and/or payable to Architect, surveyors, engineers, quantity surveyors or others engaged for the development.

all rates, water rates, or any other outgoings or impositions lawfully accrued, levied, assessed and imposed in respect of the

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- Said Property for the period from the Delivery Date and upto Completion Date.
- v) All other sums in relation to carrying out completion of the Development.
- vi) All costs interests and other finance costs for undertaking development.

#### ARTICLE VII - TITLE

- 7.1 The Owners have assured and represented to the Developer that the Owners are the absolute owners of the Said Property, each one of them being entitled to an undivided share or interest into or upon the Said Property and excepting the Owners nobody else has any right title interest claim or demand into or upon the Said Property or any part or portion thereof save and except an Agreement dated 18.7.2012 with Exclusive Homes Private Limitedwhich has since been cancelled and cancellation Deed has been lodged for registration prior to the execution of these presents. It being expressly agreed that it shall be the responsibility of the Owners to make out a clear and marketable title and that in the event of there being claim related to title, the owners shall cure and/or remedy the same at their own cost.
- 7.2 The Owners have assured the Developer that the original title deeds in respect of the Said Property is in the safe custody of Owner Mr. G. Monem and have further assured the Developer that they shall keep the original title deeds safe and unobliterated and shall produce the same for inspection as and when required by the Developer.

#### ARTICLE VIII - DEVELOPER'S REPRESENTATION AND WARRANTIES

8.1 The Developer has perused the documents of title, inspected the said Property, carried out survey and have prima facie satisfied itself to the title of the Said Property, measurement and condition thereof.

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- The Developer further represents and warrants as follows: 8.2
- 8.1.1 it shall comply with all applicable laws and shall complete the development and construction of the New Building strictly in accordance with the Plan and conforming to the Specifications.
- 8.1.2 it shall secure at its own cost all requisite clearances, permissions, sanctions etc, from all the required authorities as may be necessary for construction and development and shall comply with all applicable laws and regulations at all times.
- 8.1.3 it has the full power and legal authority to execute, deliver and perform the terms and conditions of this Agreement.
- 8.1.4 it shall not transfer or assign this Agreement in any manner without the consent in writing of the owners.

#### ARTICLE IX - CASH CONSIDERATION

- In part consideration of the grant of the right to develop the Said 9.1 Property, the Developer has agreed to pay to the Owners an Aggregate sum of Rs.4,00,00,000/- (Rupees Four Crores only).
- At the before the execution of this Agreement the Developer has paid 9.2 to the Owners a total sum of Rs.2,50,00,000/- (Rupees Two Crore Fifty lakh only) in the ratio mentioned in the FOURTH SCHEDULE hereunder written (which amount the owners and each one of them doth admit and acknowledge to have received).
- The balance sum of Rs.1,50,00,000/- (Rupees One Crore Fifty Lakh 9.3 only) shall be paid by the Developer to the Owners within fifteen days from the date of sanction of the Plan or Delivery Date, whichever is later in the same ratio as mentioned in the FOURTH SCHEDULE hereunder written.





## ARTICLE X - APPROVED PLANNING & DEVELOPER'S OBLIGATION

- 10.1 Immediately after the execution of this agreement or so soon thereafter the Developer shall be entitled to and is hereby authorized:
  - i) To cause the soil to be tested
  - ii) To prepare or cause to be prepared a Plan for being submitted to KMC for sanction and such Plan shall envisage construction of a New Building for mixed purposes that is to say residential and commercial purposes. Commercial Area will be reserved for Show Rooms, Shops and offices of size not less than 1000 sq. ft .Such Commercial and Residential Area will have separate entrances, exits, staircases and lifts excepting that there will be some Common Parts and portions which will remain for common use and enjoyment for both Residential and Commercial Area.
- 10.2 The Developer will submit the Plan for sanction within four months from the Commencement Date and will take all possible steps to obtain sanction within seven months months from the Commencement Date.
- 10.3 Within 30 days from the date of sanction of the Plan, the Owners shall make over vacant possession of the Said Property to the Developer to enable the Developer to undertake the development;
- In the event of there being any default on the part of the Owners in handing over the Said Property as hereinbefore recited, then and in that event the Owners shall be liable to pay interest on the sum paid in accordance to the Article IX above at the rate of 15% per annum and if such default shall continue for a period of three months, then and in that event the Developer shall be entitled to cancel and/or rescind this Agreement and claim refund of the entire amount till then paid together with all lawful Pre-Development Cost incurred by

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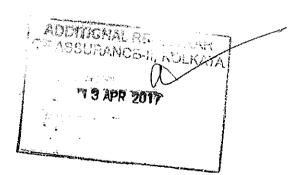
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the Developer together with interest at the rate of 15% per annum from the date the amount being paid and/or incurred.

- 10.5 The Developer shall be entitled to apply for and obtain all necessary approvals consents and / or sanctions as may be necessary and/or required for the purpose of undertaking construction of the New Building and/or the Project and the Owners and each one of them hereby agree and undertake to sign and execute Plan and/or such other applications and/or papers as may be necessary and/or required for the purpose of obtaining sanction of the Plan. In addition the Owners shall execute a General Power of Attorney in favour of the Developer or its nominee and/or nominees simultaneously with the execution of this Agreement.
- 10.6 The Developer shall be entitled to have the Plan revised and/or modified as and when required by the Architect or the authorities concerned.
- 10.7 Immediately after sanction of the Plan and other permissions for undertaking construction is obtained, the Developer shall
  - i) immediately commence and/or proceed diligently to execute and complete the development and in this regard the Developer shall be entitled to demolish the existing building and/or structures standing thereon and all debris accruing there from shall belong to the Developer without any right on the part of the Owners or any person and/or person claiming through or under them.
  - ii) proceed diligently and execute and complete the development in a good and workmanlike manner with good quality materials details whereof will appear from the Second Schedule annexed hereto and/or as may be recommended by the Architect free from any latent or inherent defect

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execute and complete the development in accordance with the iii) Plan and shall obtain all permissions which may be necessary and/or required and shall comply with the requirements of any statutory or other competent authority and the provisions of this agreement

## ARTICLE XI - AUTHORISED REPRESENTATIVE

- 11.1 For the sake of convenience it has been agreed that (1) Mr. Azam Monem (2) Mr. Syed Manzer Hussain (3) Jaffar Nayeem and (4) Saif Servaia shall be deemed to be the authorized representative of the Owners and Mr. Surendra Kumar Dugar shall be deemed to be the authorized representative of the Developer (hereinafter collectively referred to as the AUTHORISED REPRESENTATIVES) and any act deed or thing done by any of the two authorized representatives belonging to the Owners shall be final conclusive and binding on the Owners and similarly any act deed or thing done by authorized representative of the Developer shall be final conclusive and binding on the Developer.
- 11.2 Any notice given to any of the authorized representative will be a notice to the persons whom such authorized representative is representing.

## ARTICLE XII - CONSTRUCTION, COMPLETION AND DEFECT CURE

- 12.1 Unless prevented by Force majeure (as defined below), the said New Building and/or Project shall be constructed erected and completed within a period of 33 months from the date of sanction of the Plan (the COMPLETION DATE) with a grace period of three months maximum.
- 12.2 The Developer shall be authorized in the name of the Owners in so far as is necessary to apply for and obtain building materials for the construction of the New Building and similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, and/ or gas to the New Building and other inputs and

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facilities required for the construction or for better use and enjoyment of the New Building.

- 12.3 The Developer shall be responsible for obtaining all local authority and other approvals needed for the Project and all costs, charges, expenses, outgoings and fees for sanctions and clearances of the building Plans shall also be borne and paid by the Developer.
- 12.4 The Developer shall pay all costs, charges and expenses of the Architect and other consultants in connection with construction work of the New building including professional fees and supervision charges and the Owners shall have no liability or responsibility therefor.
- 12.5 After the New Building is completed and communication to that effect is given by the Developer to the Owners along with the completion/occupancy certificate of KMC and a certificate of Architect as to the carpet area and the construction having been made as per the Specifications and if the Owners do not take possession within 15 days from the date of receipt of communications as aforesaid the obligation of the Developer to make payment of the rent as mentioned hereafter shall cease on expiry of 15 days from the date of receipt of such communication by the Owners.
- In case of any defect in the New Building or part thereof whether detected while the work is in progress or within two (2) years after the Completion Date, the Developer shall take immediate steps to rectify such defects either on its own or upon receipt of any notice from Owners or the Intending Purchasers to rectify such defects and all costs, charges and expenses in this connection shall be borne and paid by the Developer save and except if such defect is occasioned due to the Occupier of the Unit. Upon such rectification, the Developer shall furnish a certificate of the Architect confirming removal of such defect(s).

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12.7 The Developer shall obtain all such insurance Policies as may be required under applicable law in respect of the new building and its construction. The Developer shall pay the premium and other charges in respect of such policies before transferring the same to the association of the Owners and other occupiers of the New Building.

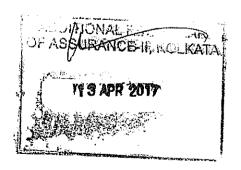
## ARTICLE XIII - ALTERNATE ACCOMODATION

13.1 Within 30 days from the date of sanction of the Plan the Owners shall vacate the entirety of the said Property and shift to an alternate accommodation of their choice in respect whereof the Developer shall be liable and agrees to pay and contribute an amount of Rs. 6,00,000/- (Rupees Six lac only) per month to the Owners as provided in the Fifth Schedule until such time the Owners take delivery of the Owners Allocation or the period mentioned in Article 12.5 above whichever is earlier.

#### ARTICLE XIV - SERVICE TAX

14.1 Service tax, Income Tax and any other taxes including G.S.T (if applicable) which may be imposed by any authority, payable in respect of the Said Property and/or the Units forming part of the Owners' Allocation shall be paid by the Owners. It is expressly made clear that the Developer would not be responsible for payment of the said taxes in respect of the Owners Allocation. The Owners shall pay the service tax on their allocation within 15 days from the date of sanction of Plan to the Developer and the Developer shall deposit the same within 7 days with the authorities concerned and tender the challan to the Owners. It being agreed that if any interest and/or penalty is levied by the Service tax authorities for delay/non payment of the service tax in respect of the Owners Allocation within the period mentioned above, then in such an event the same shall be borne by the Owners. The Owners shall keep the Developer indemnified for any loss costs and consequences for non payment or delay in payment of such service tax amount.





## ARTICLE XV- SPACE ALLOCATION

- 15.1 In as much as the said New Building is to be a residential cum commercial building, the entirety of the constructed area shall be divided into two parts i.e. Owners Allocation and Developers Allocation.
- 15.2 It is agreed and declared by and between the parties hereto that if the Developer develops the said New Building as Green Building then in such a event the extra FAR/Saleable Area available shall be shared between the Owner and the Developer in ratio of 60:40 respectively.
- 15.4 In as much as the Owners Allocation is to form part of the Residential Area and the Developer's Allocation is to form part of the Commercial Area each of the said Areas i.e. the Residential Area and the Commercial Area will be completely autonomous and independent of each other excepting that certain parts and portions of the New Building as hereinafter appearing shall be available for common use and enjoyment of all the owners and occupiers. It is agreed that the Developer shall have no right over the roof of the Residential Area and the same shall exclusively belong to the Owners and/or their nominees. The terrace on the fifth floor of the Residential Area shall be common for all owners and occupiers of the Residential Area.
- In as much as the entirety of the Owners Allocation is to be 15.5 comprised in the Residential Area and the entirety of the Developer's Allocation is to be comprised in the Commercial Area in the event of there being any deficit in the Owner's Allocation or vice versa then and in that event such deficit shall be made up by making payment of such amount at the market rate applicable at that time.
- 15.6 Each of the parties shall be entitled to enter into agreement(s) for sale of their respective allocations independently of each other for which no further consent of the other party shall be necessary and/or required it being however expressly agreed and understood that the Owners

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shall willingly join as parties in any agreement(s) of sale and/or deed(s) of conveyance in respect of the area forming part of the Developer's Allocation and vice versa for the purpose of perfecting the title of the Intending Purchasers.

- 15.7 Both parties shall be entitled to handover possession to the Intending Purchasers out of their respective allocations only after completion of their respective obligations to each other in terms of this Agreement. Provided however, the Developer shall be entitled to handover possession of its Allocation to the Intending Purchasers only after delivering possession of the Owners' Allocation to the Owners as provided in Clause 12.5.
- 15.8 Each party hereby covenants and assures the other that in the event of any party being required to be a confirming party in any agreement and/or deed of conveyance it shall willingly execute such document as a confirming party.
- 15.9 The Developer shall be liable to make payment of all statutory dues and levies while undertaking construction of the New Building from the Delivery Date PROVIDED HOWEVER the Owners and the Developer shall be liable to make payment of any amount which may have to be paid upon sale and transfer of the Units and car parking spaces forming part of their respective allocations.
- Upon completion of the New Building and within fifteen days 15. 10 from the date of notice to that effect being given by the Developer along with the occupancy certificate of KMC and certificate of Architect as to the carpet area and construction as per the specifications the Owners shall take over possession of the Owners Allocation and shall be liable (from the said date) to:

i) make payment of the proportionate share of municipal rates taxes and other outgoings and

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- ii) make payment of the proportionate share of the maintenance charges.
- 15.11 It shall be obligatory on the part of the Owners and each of the Intending Purchasers to pay to the Developer at the time of taking possession of Units, the following amounts:
  - a) proportionate share on account of transformer charges and
  - b) proportionate share on account of generator charges over and above 2KVA for every unit
  - c) proportionate amount and/or deposits to be paid to CESC and
  - d) proportionate share in Sinking Fund and
  - e) Advance against proportionate municipal rates and taxes for one year and
  - f) Advance against proportionate maintenance charges for one year and

    (hereinafter collectively referred to as the Extra Charges)

15.12 The Advances and Deposits shall be received and collected from the Owners and from each of the Intending Purchasers by the Developer who upon adjustment and appropriation of any dues shall make over

the balance to the Holding Organisation upon its formation.

# ARTICLE XVI - COMMON PARTS AND PORTIONS - MAINTENANCE CHARGES

16.1 The Common Parts and Portions which shall remain for common use and enjoyment of both segments shall be decided by the Λrchitect in consultation with the Developer.

16.2 Despite the fact that the project is to have for Residential Area and Commercial Area, it has been agreed that for the purpose of looking after the Common Parts and Portions and for rendition of common services there shall be one Holding Organisation (hereinafter referred to as the HOLDING ORGANISATION) and such Holding Organisation

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- may be a company, syndicate, LLP or any other legal entity in accordance with law.
- 16.3 The Owners and the Developer and all persons claiming through or under them shall become members of the Holding Organisation and shall abide by the rules and regulations which may be framed by such Holding Organisation.
- 16.4 The Owners and the Developer and all persons claiming through or under them shall regularly and punctually make payment of the proportionate share of Common Parts and Portion maintenance charges payable by them (hereinafter referred to as the CAM CHARGES) from the date of taking possession of the Units.

#### ARTICLE XVII - DOCUMENTATION

17.1 The parties hereto shall jointly appoint a common advocate and/or solicitor for the purpose of undertaking drafting and finalisation of the agreements for sale and/or Deeds of Conveyance with the intent and object that there is uniformity in the documents to be executed in favour of the Intending Purchasers.

#### ARTICLE XVIII - FORCE MAJEURE-EXCLUSABLE DELAYS

18.1 Notwithstanding anything contained under this Agreement, neither the Developer nor the owners shall be responsible for any delay or any breach if such delay or breach is caused by reason of any change of Law, Rules, Regulations or any restrictions imposed by any government or other Authority including any Judicial authority, or by reason of war, civil commotion, or total non-availability of any vital construction material or natural calamity or any Act of God or due to any other similar reason (including total transport strike) beyond the reasonable control of the Developer or the owner as the case may be (Force Majeure). For the avoidance of doubts, if the construction materials are available at a higher price, the same shall not be constructed as a force Majeure event. In any of the aforesaid events,

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the affected party shall intimate such Force Majeure event to the Other Party within 7 (seven) days from the date of occurrence of such event and shall also promptly inform cessation of such event.

18.2 The delay occurring due to Force majeure event shall be excluded for computing the timelines stipulated in this Agreement.

## ARTICLE XVIX - OWNERS' OBLIGATIONS

- 19.1 The Owners have agreed:
  - to co-operate with the Developer in all respect for development of the Said Property in terms of this Agreement
  - ii) to execute all deeds documents and instruments as may be necessary and/or required from time to time to enable the Developer to undertake construction of the New Building in accordance with the Plan;
- to execute a registered power of attorney in favor of the Developer or its nominee and/or nominees to enable the Developer to obtain sanction of the Plan and to do such other acts deeds and things which are necessary and/or required towards construction and for sale/transfer of the Developer's Allocation and/or for implementation and/or giving effect to this Agreement. The Power of Attorney shall remain in force

#### ARTICLE XX -PROJECT FINANCE

20.1 The Developer shall be entitled to avail of project finance from any bank and/or financial institution and/or any other person against security of Developer Allocation / sale proceeds of Developer's allocation without creating in any manners any liability on the Owners. IT BEING EXPRESSLY AGREED AND UNDERSTOOD that the

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original title deeds of the Said Property will not be deposited with the lenders for securing the finances and the same will remain with Mr G. Monem one of the Owners hereof and that the Developer alone shall be liable for repayment of the loan amount and the interest accrued due thereon and in no event the Owners shall be liable to contribute any amount and the Developer has agreed to indemnify and keep the Owners saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings including litigation costs in this connection.

#### ARTICLE XXI - INDEMNITY

- 21.1 The parties hereto shall keep each other fully indemnified and harmless against any claim, loss, liability, cost, action or proceedings, that may arise against either Party on account of any willful act or omission on the part of the other party or on account of any failure on the part of either party to discharge its liabilities / obligations herein save and except in case of Force majeure Events.
- 21.2 Without prejudice to the above, the Developer shall indemnify and shall always keep the owners indemnified and harmless against:
- 21.2.1 all claims, damages compensation or expenses payable in consequence of any injury or accident or death sustained by any workman, or other persons during construction and up to the completion of the New Building in all respects and handing over possession to the Intending Purchasers of Units sold or the Owners as the case may be and the Owners shall not be bound to defend any action filed in respect of such injury brought under the Workmen's compensation Act or any other law;

21.2.2 any lien or charge claimed or enforced against any material supplied in construction of the New Building by any supplier of such materials;

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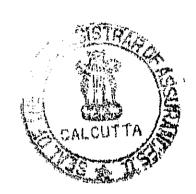
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- 21.2.3 all actions or proceedings which may be brought or taken against the owners in respect of damage to the adjoining buildings, land or neighbours or passersby in the performance of carrying out of the work under this Agreement by the Developer;
- 21.2.4 all acts commissions omissions, negligence and deviation in respect of the Plan with such modification as be approved by KMC and other authorities and in regard to meeting of its obligations as herein mentioned and against all claims, demands, right and actions of all workmen, engineers, architects and their successors to be employed in the construction of the New building.

## ARTICLE XXII - PAYMENT OF STATUTORY CHARGES AND TAXES

- 22.1 All rates, taxes and other outgoings of whatsoever nature including water and electricity charges upto the date of delivery of possession of the Said Property to the Developer, shall be paid, borne and discharged by the Owners and the Owners hereby agree to keep the Developer indemnified from and against all actions suits proceedings demands costs expenses and charges whatsoever or howsoever in respect thereof.
- 22.2 From the date of delivery of possession of the Said Property to the Developer, all such rates, taxes and other outgoings of whatsoever nature including water and electricity charges in respect of the Said Property shall be borne and paid by the Developer and the Developer hereby agrees to keep the Owners indemnified from and against all actions suits proceedings demands costs expenses and charges whatsoever or howsoever in respect thereof.

22.3 After the possession is taken over by the Owners and the Developer of their respective allocations, the Parties shall be responsible for their respective allocations and undertake to pay and bear all rates, service tax and other taxes, deposits, maintenance charges and other





outgoings of their respective allocations by themselves or through the Intending Purchasers within their respective allocations.

## ARTICLE XXIII - MUTUAL COVENANTS

- 23.1 It is hereby expressly made clear that the whole object of this Agreement is to undertake development of the Said Property by construction of New Building and to sell and transfer the Units in favour of various Intending Purchasers and as such the parties have agreed to render all possible co-operation and assistance to each other
- 23.2 The Owners hereby agree and undertake not to do any act deed or thing which may be in contravention and/or violation of any of the terms and conditions herein contained and shall do all acts deeds and things as and when necessary and/or required for smooth implementation of this Agreement.
- 23.3 The Owners agree and undertake not to do any act deed or thing which may cause hindrance or obstruction to the Developer undertaking the work of construction of the New Building. The Owners further agree and undertake not to create any kind of charge and/or mortgage nor lease out and/or let out and/or part with possession of the Said Property or any part thereof during the subsistence of this Agreement.
- As from the date of possession of the respective allocations, the Parties hereto shall also be responsible to pay and bear the service charges for the Common Parts and Portions in the New Building in proportion to their respective Allocations. The said charges shall include water, fire and scavenging charges, taxes, light, sanitation and lift maintenance, operation and renewal charges for bill collection and management of common facilities renovation, painting, replacement repair and maintenance charges and expenses for the New Building and of all common wiring pipe electrical and mechanical equipment switch gear transformers, generators, pumps,

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motors and other electrical and mechanical installations appliances and equipments, stairways, corridors, halls, passage ways, lifts, shafts, gardens, parkways, salary of gardener, plumber, electrician, caretaker, security guards and other persons employed for maintenance, preservation of the New Building and Common Parts and Portions.

- 23.5 The Parties agree that this Agreement authorizes the Developer to develop the Said Property and to procure permissions necessary for construction of New Building and procure the sanctioned plan and enter into an Agreement(s) for Sale and/or transfer in respect of the Developer's Allocation with the right and authority to execute and register the Deed(s) of Conveyance in favour of the Intending Purchaser of the Unit(s) in respect of the Developer's Allocation provided however the Developer shall not handover possession of any Unit within the Developer's Allocation to the Intending Purchasers unless the Owners Allocation is handed over to the Owners complete in all respects as provided herein.
- The Developer and the Owners shall jointly constitute, organise 23.6 and/or otherwise form or cause to be formed a Service Company / Society / Association to take over the management and /or maintenance of the New Building and the Said Property. All costs, charges and expenses in constitution, formation, organisation, management and operation of such service company shall be borne by the Owners and Developer in proportion of their respective allocations. The Intending Purchasers of all Units in the New Building shall become members and/or shareholders of the said Service Company / Society / Association as and when constituted. Until the formation of the Service Company / Society / Association, the Owners and the Developer and/or the Intending Purchasers of the Units in the New Building shall pay, bear and discharge all common expenses on account of maintenance and preservation of

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the New Building including the Said Property proportionately. The Owners and the Developer shall make necessary arrangements and frame the rules and regulations for rendering of common services and maintenance of the New Building.

#### ARTICLE XXIV - DELAY

- 24.1 If the Developer is unable to complete the construction of the New Building in all respects so as to be fit for occupation within the stipulated period including the grace period due to Force Majeure, the Developer shall be entitled to extension of time equivalent to the period of such Force Majeure event.
- 24.2 If the Developer requests for an extension for completion of the New Building beyond the grace period for reasons other than Force Majeure, the Owners may in their absolute discretion grant an extension upon the Developer paying to the Owners, liquidated damages as mentioned below.
- 24.3 For any extension of time allowed by the Owners for completion of the New Building under Article 24.2, the Developer shall be liable to pay Rs. 33,333 (Rupees Thirty Three Thousand, Three Hundred and Thirty Three only) per day as liquidated damages for such extension, plus an amount of Rs. 6,00,000/- (Rs. Six Lakhs only) per month as described in Article 13.1 being alternate accommodation charges. In addition, the Developer shall also be liable to pay such sums as the Owners may have to pay (on account of such delay) to the Intending Purchasers of the Units within the Owners Allocation with whom the Owners has entered into Agreements of Sale during the construction period.
- 24.4 The Parties agree and acknowledge that the loss that may be suffered by the Owners in granting extension as mentioned in Article 24.2 is not quantifiable and therefore the Parties have with full and informed consent arrived at the said sum of Rs. 33,333/- (Rupees Thirty Three Thousand, Three Hundred and Thirty Three only) per day plus an amount of Rs. 6,00,000/- (Rs. Six Lakhs only) per month as described

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ODITIONAL REGISTRAR ASSURANCE-II, KOLKATA

13 APR 2017

in Article 13.1 being alternate accommodation charges as a fair and reasonable compensation in the form of liquidated damages and hereby waive their right to dispute the same.

#### ARTICLE XXV - TERMINATION

- 25.1 Save as provided hereinbefore, if at any time either Party commits breach of any of the material terms and conditions herein contained and on the part of the Party to be observed and performed, the other Party shall give a notice in writing calling upon the Party committing breach to rectify the breach and perform and observe the terms and conditions and if the defaulting Party fails and neglects to rectify and/or perform or observe the same within a period of 30 (thirty) days from the receipt of such notice, the other Party shall be entitled to terminate this Agreement or sue for specific performance.
- 25.2 Upon termination of this Agreement by the Developer due to breach of the Owners as mentioned in Article 25.1, the Owners shall refund the Cash amount mentioned in Article IX above and the cost of construction actually incurred and spent lawfully by the Developer upto the date of breach to be certified by the Architect after deducting the amounts received by the Developer from the Intending Purchasers of the Units out of the Developer's Allocation together with interest thereon @ 15% per annum. Simultaneously with the refund of the above sum, the Developer shall hand over the possession of the Said Property together with constructions to the Owners who shall be entitled to complete the Project either by itself or through any other person. On such termination, all powers and authorities in favour of the Developer including the General Power of Attorney shall stand revoked without any further act or deed. The sums to be paid to the Developer by the owners or by the Developer to the Owners, as the case may be, shall be paid within seven days

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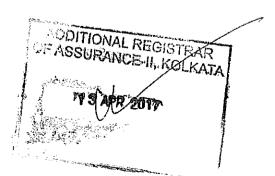
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from the certificate of Architect, failing which it shall carry interest @ 15% per annum.

- 25.3 Upon termination of this Agreement by the Owners due to breach of the Developer as mentioned in Article 25.1 above, or in case the Developer abandons the project for five years from the date of execution of this Agreement, then in such an event the amounts paid to the Owner under Article IX and the costs incurred by the Developer shall stand forfeited and the Developer shall have no claim against the owners.
- If the Developer has borrowed any money from any bank, financial institution or any person against security of Developer Allocation and this Agreement is terminated either by the Developer or by the Owners, it shall be the responsibility of the Developer to ensure that the Developer's Allocation is immediately released by the concerned lender(s) whether on payment of loan amount or otherwise. Any loss suffered by the Owners on account of delay in release of Developer's Allocation shall be on account of the Developer and notwithstanding anything contained hereinabove, the Owners may withhold any amount if refundable by it to the Developer until the Developer's Allocation is so released. The period during which such refund is withheld in terms of the Article shall not be calculated for the purpose of any liability towards interest.

# ARTICLE XXVI - MISCELLANEOUS

### 26.1 RELATIONSHIP OF THE PARTIES -

(i) This Agreement does not create nor shall it in any circumstances be taken as having created a partnership between the parties.

(ii) All contracts and agreements entered into by the Developer pursuant to this Agreement shall be contracts or agreements between the Developer as principal and the respective third

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parties including the Intending Purchasers and the Owners shall have no obligation or liability under them except to and execute agreement(s) for sale and/or conveyance sign deed(s) for conferring a legal title.

- 26.2 NON WAIVER Any delay tolerated and/or indulgence shown by any party in enforcing the terms and conditions herein mentioned or any tolerance shown shall not be treated or constructed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of the said party.
- ENTIRE AGREEMENT This agreement supersedes all prior 26.3 documents and/or writings and/or correspondence exchanged between the parties hereto. Any addition alteration or amendment to any of the terms mentioned herein shall not be capable of being enforced by any of the parties unless the same is recorded in writing and signed by both the parties.
- NOTICES: Notices, demands or other communications required or 26.4 permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid first class post with recorded delivery, or by fax addressed to the intended recipient at its address set out in this agreement or to such other address or telefax number as any party may from time to time duly notify to the others. Any such notice, demand of communication shall, unless the contrary is proved, be deemed to have been duly served (if given or made by fax) on the next following business day in the place or receipt (of if given by registered post with acknowledgement due) two days after posting and in proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax such telefax was duly

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dispatched to a current telefax number of the addressee. Additionally all such notices etc. shall also be sent by electronic mail.

- No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.
- 26.6 Time shall be of the essence of this Agreement.
- 26.7 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 26.8 Save as hereinbefore provided, termination of this Agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue due to any act or omission prior to such termination.
- 26.9 Nothing contained in this Agreement shall be deemed to constitute a partnership between the parties hereto nor shall constitute any party the agent of the other for any purpose.

26.10 Each party shall co-operate with the other and execute and deliver to the other such other instruments and documents and take such other actions as may be reasonably requested from time to

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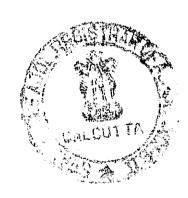
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time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

## ARTICLE XXVII - ARBITRATION

- 27.1 The parties as far as possible shall try and resolve all disputes and differences which may arise amicably but in the event such differences and/or disputes are not amicably resolved within a period of thirty days then and in that event the parties agree to refer the same to the sole arbitration of a person in whom both parties have full trust and confidence failing whereof each party shall be entitled to nominate and appoint one arbitrator and both the said two arbitrators shall appoint the Third and/or Presiding Arbitrator 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 thereto in force.
- 27.2 The Arbitrator/s will have summary powers and will be entitled to set up their own procedure and shall have power to give interim awards and/or directions.
- 27.3 It would not be obligatory on the part of the Arbitrator(s) to give speaking and/or reasoned award.
- 27.4 The parties agree and covenant with each other to abide by the awards and/or directions given by the Arbitrator(s).

27.5 Subject to what is stated above, the Courts at Kolkata alone shall have jurisdiction to entertain try and determine all actions suits and proceedings arising out of this Agreement.

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SURANCE II./KOLKATA

# THE FIRST SCHEDULE ABOVE REFERRED TO

## (THE SAID PROPERTY)

All that piece and parcel of land measuring 26 Cottahs 13 Chittacks 7 sq. ft. (on physical survey it has been measured as 26 Cottahs 1 Chittack 34 sqft) be the same a little more or less at Municipal Premises No.6, Sarojini Naidu Sarani (Formerly Rawdon Street), Kolkata 700 017 consisting of a ground plus three storeyed brick built dwelling house, outhouses and structures admeasuring 23,000 sqft (more or less) within Police Station -Park Street, Post Office- Shakespeare Sarani within the limits of Ward No.63 of Kolkata Municipal Corporation, Registration District Kolkata and butted and bounded as follows that is to say:-

ON THE NORTH: By Premises No. 5, Sarojini Naidu Sarani and

5B, Sarojini Naidu Sarani

ON THE EAST

: By Sarojini Naidu Sarani

ON THE SOUTH

: By Premises No. 8, Sarojini Naidu Sarani,

ON THE WEST

: By Premises No. 7 Sarojini Naidu Sarani

# THE SECOND SCHEDULE ABOVE REFERRED TO (COMMON PARTS & PORTIONS)

All Common Parts, Portions, areas and facilities as also the Service Installations, which includes, amongst others:-

- Compound walls, Compound, compound lightings and fixtures, 1. Lobby, all open spaces (other than the Car Parking Areas)
- Entrance Gate, Drive ways 2.
- 3. Electrical installations, Meter space, water pump space
- /4. Generator and Generator Room/Space
  - 5. Service Areas
- Staircases, Stairs and landings, mumty rooms and common passage on all floors.

Overhead Water Tank, Underground water reservoir



OF ASSURANCE-II, KOLKATA

- 8. Lift, Lift Room and all equipments
- . 9. Fire Fighting Equipments and installations
- 10. Water Supply lines from underground Reservoir and Overhead Water Tank to Toilets, Kitchen etc
- 11. Sewerage lines, water, drainage pipes lines
- 12. Space required for common utilities
- 13. Such other space or spaces in the building/premises for beneficial common use and enjoyment of the Floor with other co-owners
- 14. CCTV & Intercom Equipments and Facilities.
- 15. Common toilets on the ground floor.
- 16. Caretaker room, if any.
- 17. Building Maintenance/Association office, if required.
- 18. Guard's room.
- 19. Ultimate roof of the new building will belong exclusively to the owners

# THE THIRD SCHEDULE ABOVE REFERRED TO (SPECIFICATIONS)

### **Apartments**

1. Flooring: Italian/imported marble with option of wooden flooring in the bedroom.

Toilets also to be finished with Italian finish vitrified tiles on the floor and vitrified tiles on the walls upto the false ceiling level.

Kitchen floors to be of high quality anti-skid vitrified tiles.

 Doors: All doors to be wooden teak panel doors with imported handles and locks. Main door to have a Yale/Godrej or equivalent lock. Toilet doors shall be flush doors with laminated finish.

Windows: Aluminum Double Glazed windows with clear glass and glass railing, and full height sliding windows in the living rooms.

Toilets: Sanitary ware and fittings of premium international brands like American Standard, Toto or equivalent. Provision for geysers in

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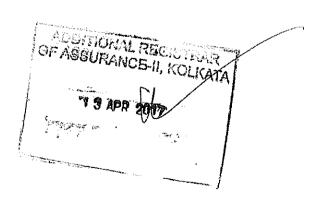
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each toilet or for pressure pumps in each Apartment. Glass partitions between dry and wet areas.

5. Kitchen: Granite top counters with scratch resistant stainless steel sink with drain board. Vitrified tiles upto 3 (three) feet above the kitchen platform.

Hot and cold mixer in the sink.

- Electrical: Concealed copper wiring. Modular switches of Schneider or equivalent with Video Door Phone and Home Automation systems in the living/dining area and the toilets.
- 7. Walls: Plaster of Paris finish.

#### Common Utilities

- Ground floor lobbies to be fully finished with imported marble/stones with air-conditioning and modern look.
- 2. Lifts OTIS/KONE elevators. Minimum of 2 (two) elevators in Building with automatic Rescue Devices.
- 3. Fire Fighting and prevention equipment as per statute and norms.
- 4. Generator, with adequate back-up (based on the requirement of an End User in respect of his/her/their/its Apartment but at an additional cost, and 100% (hundred percent) power back up for such of the common services and areas as determined by the Architect.
- 5. CCTV and Telecommunication facility for Residential area and Commercial Area.

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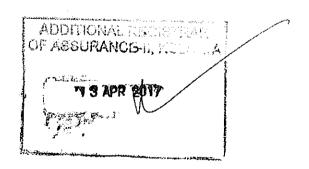
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# THE FOURTH SCHEDULE ABOVE REFERRED TO (Details of ratio of payment of owners under Article IX)

S1.	Name of the Owner	Ratio
No.		
1	AYESHA NAYEEM	1/7 <sup>th</sup>
2	GOLAM NAYEEM	3/28 <sup>th</sup>
3	GOLAM MONEM	3/28 <sup>th</sup>
4	MAMOONA MOMEN	1/20 <sup>th</sup>
5	FARZANA MONEM	1/7 <sup>th</sup>
6	REHANA KHAN	1/20 <sup>th</sup>
7	AFSANA MARWAH	1/20 <sup>th</sup>
8	FAIZANA KHAN	1/20 <sup>th</sup>
9	FARHAT SALAHUDDIN	1/20 <sup>th</sup>
10	ALMAS HUSSAIN	1/20 <sup>th</sup>
11	KISHWAR KHAN	1/20 <sup>th</sup>
12	YASMIN SERVAIA	1/20 <sup>th</sup>
13	ARSHAD MOMEN	1/20 <sup>th</sup>
14	FAISAL MOMEN	1/20 <sup>th</sup>

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ADDITIONAL RESISTRAR OF ASSURANCE II, KOLKATA

7 3 APR 2017

# THE FIFTH SCHEDULE ABOVE REFERRED TO (Details of payment of rent for alternate accommodation)

SI. No.	Name of the Owner	Amount
1.	AYESHA NAYEEM	85714.00
2	GOLAM NAYEEM	64286.00
3	GOLAM MONEM	64286.00
4	MAMOONA MOMEN	30000.00
5	FARZANA MONEM	85714.00
6	REHANA KHAN	30000.00
7	AFSANA MARWAH	30000.00
8	FAIZANA KHAN	30000.00
9	FARHAT SALAHUDDIN	30000.00
10	ALMAS HUSSAIN	30000.00
11	KISHWAR KHAN	30000.00
12	YASMIN SERVAIA	30000.00
13	ARSHAD MOMEN	30000.00
14	FAISAL MOMEN	30000.00
	TOTAL	600000.00

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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 AND DELIVERED

BY THE OWNERS at Kolkata

in the presence of:

AZAM MONEM

7, ALIDORE WIATE

8/6/1, ALIPORE RD-6, 27

(FAROCK SALBHUDDIN)
175, Pallipulira Colony.
Patra 80 013

Goen Nay

GOLAM NAYEEM

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FARZANA MONEM





Rehame Klan

REHANA KHAN

AFSANA MARWAH

Faizane Keran

FAIZANA KHAN

Lenhar Salamader

FARHAT SALAHUDDIN

ALMAS HUSSAIN





Layleware

SAIF KAMLESH SERVAIA

as Constituted Attorney of

KISHWAR KHAN YASMIN SERVAIA ARSHAD MOMEN

FAISAL MOMEN

PS GROUP REALTY LIMITED

Director / Authorised Signatory

SIGNED AND DELIVERED

BY THE DEVELOPER at Kolkata
in the presence of:-

1. Dhiray Settia 83 Topsia Road (1) Kalcake - 70004 6

2. Charles of the star. 6-nd known

Drafted by:

Kusum Dadoo

Kusum Dadoo Khaitan & Co. LLP, Advocates Enrolment No.WB/1677/78



ADDITIONAL REGISTANCE OF ASSURANCE-II, KOLKATA

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<u>SPECIMEN FORM FOR TEN FINGERPRINTS</u>

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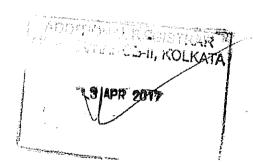


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<u>SPECIMEN FORM FOR TEN FINGERPRINTS</u>

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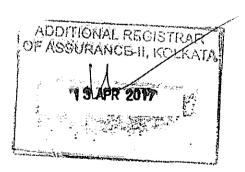


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# SPECIMEN FORM FOR TEN FINGERPRINTS

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# DATED THIS 13 DAY OF April 2017

# BETWEEN

### AAYESHA NAYEEM AND OTHERS

... the Owners

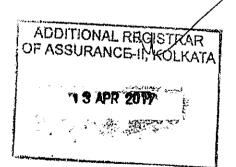


# <u>AND</u>

# PS GROUP REALTY LIMITED

... the Developer

# DEVELOPMENT AGREEMENT





Khaitan & Co LLP
Advocates

1B, OLD POST OFFICE STREET
KOLKATA-700 001

# **Major Information of the Deed**

Deed No:	I-1902-01085/2017	Date of Registration 19/04/2017				
Query/No //Year	1902-0000486841/2017	Office where deed is registered				
Query Date	12/04/2017 4:34:51 PM	A.R.A II KOLKATA, District: Kolkata				
Applicant Name, Address & Other Details	PS Group Realty Limited 83, Topsia Road(South),Thana: Topsi PIN - 700046, Mobile No.: 842076274	a. District : South 24-Parganas WEST BENCAL				
Transaction		Additional Transaction				
[0110] Sale, Development A agreement	greement or Construction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,50,00,000/-]				
Set Forth value		Market Value:				
Rs. 5/-		Rs. 37,11,02,164/-				
Stampduty Paid(SD)		Registration Fee Paid				
Rs. 75,021/- (Article:48(g))		Rs. 2,75,010/- (Article:E, E, B)				
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)					

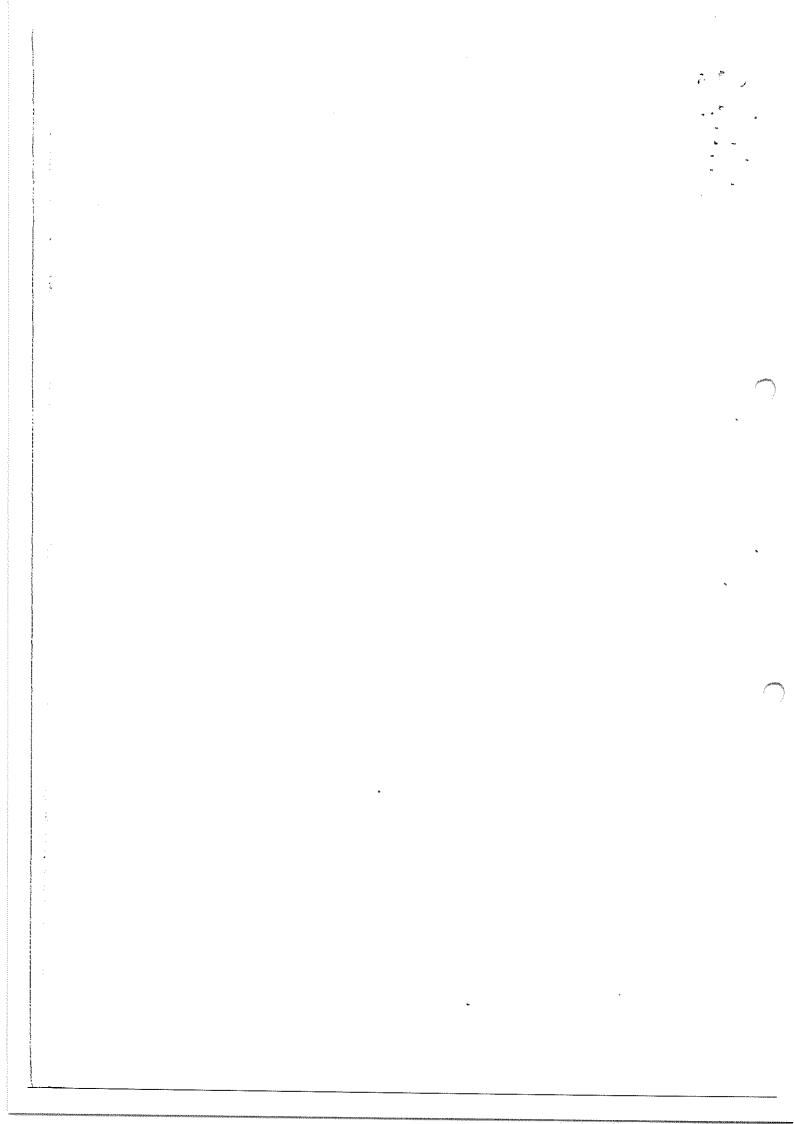
### **Land Details:**

District: Kolkata, P.S:- Park Street, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Rawdon Street, Road Zone: (On Road – On Road),, Premises No. 6, Ward No: 63

Sch No L1	Plot Number	Khatian Number	Land, Proposed Bastu	Use ROR	Area of Land 26 Katha 13 Chatak 7 Sq	SetFor Välue (in	Rs.)	,,,	Arm the second second	
	Grand	Total:			44.2567Dec		1 /-	3538,52,164 /-		i

#### Structure Details :

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Structure	Area of	Setforth	Market value	Other Details:
Details	Structure	Value (In Rs.)	(In/Rs.).	
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On Land L1	5750 Sq Ft.	1/-	43,12,500/-	Structure Type: Structure
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			Cemented Floor,	Age of Structure: 0Year, Roof Type: ~
On Land L1	5750 Sq Ft.	1/-	43,12,500/-	Structure Type: Structure
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### Land Lord Details:

Name, Address, Photo, Finger, print and Signature

1 Mrs Ayesha Naveem

Wife of Mr Golam Nayeem 6, Rawdon Street, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 Sex: Female, By Caste: Muslim, Occupation: Others, Citizen of: India, PAN No.:ADDPN4051CStatus: Individual, Executed by: Self, Date of Execution: 13/04/2017, Admitted by: Self, Date of Admission: 13/04/2017, Place: Pvt. Residence

Mr Golam Nayeem

Son of Late Golam Kibria 6, Rawdon Street,, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 Sex: Male, By Caste: Muslim, Occupation: Others, Citizen of: India, PAN No.:ABJPN6433AStatus:Individual, Executed by: Self, Date of Execution: 13/04/2017, Admitted by: Self, Date of Admission: 13/04/2017, Place: Pvt. Residence

3 Mr Golam Monem (Presentant)

Son of Late Golam Kibria 6 Rawdon Street,, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 Sex: Male, By Caste: Muslim, Occupation: Others, Citizen of: India, PAN No.:ADNPM0118MStatus:Individual, Executed by: Self, Date of Execution: 13/04/2017, Admitted by: Self, Date of Admission: 13/04/2017, Place: Pvt. Residence

Mrs Mamoona Momen

Wife of Mr Golam Momen 6 Rawdon Street,, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 Sex: Female, By Caste: Muslim, Occupation: Others, Citizen of: India, PAN No.:AFFPM8697HStatus: Individual, Executed by: Self, Date of Execution: 13/04/2017, Admitted by: Self, Date of Admission: 13/04/2017, Place: Pvt. Residence

Mrs Farzana Momen

Wife of Mr Golam Momen 6 Rawdon Street,, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 Sex: Female, By Caste: Muslim, Occupation: Others, Citizen of: India, PAN No.:AEYPM8984PStatus: Individual, Executed by: Self, Date of Execution: 13/04/2017, Admitted by: Self, Date of Admission: 13/04/2017, Place. Pvt. Residence

6 Mrs Rehana Khan

Wife of Mr Nawab Allahuddin Amend Khan Amin Villa Place,, P.O:- Loharu, P.S:- LOHARU, District:-Bhiwani, Haryana, India, PIN - 127201 Sex: Female, By Caste: Muslim, Occupation: Others, Citizen of: India, PAN No.:AAJPP9468QStatus:Individual, Executed by: Self, Date of Execution: 13/04/2017, Admitted by: Self, Date of Admission: 13/04/2017, Place: Pvt. Residence

7 Mrs Afsana Marwah

Wife of Mr Major S P Marwah 297, Forest Lane, Nebsarai Sainik Farm, P.O:- Saket, P.S:- Neb Sarai, District:- South, Delhi, India, PIN - 110068 Sex: Female, By Caste: Muslim, Occupation: Others, Citizen of: India, PAN No.:AAOPM1920HStatus: Individual, Executed by: Self, Date of Execution: 13/04/2017, Admitted by: Self, Date of Admission: 13/04/2017, Place: Pvt. Residence

8 Mrs Faizana Khan

Wife of Mr Farrukh Sayeed Khan Rahat Manjil Marris Road,, P.O.- Civil Lines, P.S.- CIVIL LINES, District:Aligarh, Uttar Pradesh, India, PIN - 202001 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:AFSPK9632DStatus: Individual, Executed by: Self, Date of Execution: 13/04/2017, Admitted by: Self, Date of Admission: 13/04/2017, Place: Pvt. Residence

9 Mrs Farhat Salahuddin

Wife of Mr Farook Salahuddin 175, Parliputra Colony,, P.O:- Patliputra, P.S:- PATLIPUTRA, District:-Patna, Bihar, India, PIN - 800013 Sex: Female, By Caste: Muslim, Occupation: Others, Citizen of: India, PAN No.:DHNPS7093LStatus: Individual, Executed by: Self, Date of Execution: 13/04/2017, Admitted by: Self, Date of Admission: 13/04/2017, Place: Pvt. Residence

10 Mrs Almas Hussain

Wife of Mr Syed Manzar Hussain 2A, Akshara Petals, 19B,Borad Street,, P.O:- Ballygunge, P.S:- Karaya, District:-South 24-Parganas, West Bengal, India, PIN - 700019 Sex: Female, By Caste: Muslim, Occupation: Others, Citizen of: India, PAN No.:ABCPH0038GStatus:Individual, Executed by: Self, Date of Execution: 13/04/2017

, Admitted by: Self, Date of Admission: 13/04/2017 ,Place: Pvt. Residence

11 Mrs Kishwar Khan

Wife of Mr S S Mahmood Khan 6 Rawdon Street,, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 Sex: Female, By Caste: Muslim, Occupation: Others, Citizen of India, PAN No.:AGCPK8488LStatus:Individual, Executed by: Attorney

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12 Mrs Yasmin Servaia

Wife of Mr Kamlesh Servaia 6 Rawdon Street,, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, Edition District:-Kolkata, West Bengal, India, PIN - 700017 Sex: Female, By Caste: Muslim, Occupation: Others, Citizen of: India, PAN No.:AQMPS5912MStatus: Individual, Executed by: Attorney

13 Mr Arshad Momen

Son of Mr Golam Momen 6 Rawdon Street,, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 Sex: Male, By Caste: Muslim, Occupation: Others, Citizen of: India, PAN No.:AFCPM7676PStatus:Individual, Executed by: Attorney

14 Mr Faisal Momen

Son of Mr Golam Momen 6 Rawdon Street,, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 Sex: Male, By Caste: Muslim, Occupation: Others, Citizen of: India, PAN No.:AEWPM5535JStatus:Individual, Executed by: Self, Date of Execution: 13/04/2017, Admitted by: Self, Date of Admission: 13/04/2017, Place: Pvt. Residence

Developer Details:

20	
10	Name;Address;Photo;Finger;print;and;Signature
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۱,	P S Group Realty Limited
1	The state of the s
	83 Topsia Road (South), P.O:- Gobinda Khatick, P.S:- Topsia, District:-South 24-Parganas, West Bengal, India,
	DIM - 700046 DAN No - AADCD52005 Status (Out 11) 10004, Blothot, Could 24-1 alganas, West benigal, India,
	PIN - 700046 PAN No.:AABCP5390EStatus :Organization

## Attorney Details:

	SI No	Name:Address;Photo;Finger:print:and:Signature
ĺ		Mr Saif Kamlesh Servaia
		Son of Mr Kamlesh Servaia 5 Dover Park, P.O:- Ballygunge, P.S:- Bullygunge, District:-South 24-
1		Parganas, West Bengal, India, PIN - 700019, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen-
1		of: India, Status: Attorney, Attorney of: Mrs Kishwar Khan, Mrs Yasmin Servaia, Mr Arshad Momen

# Representative Details:

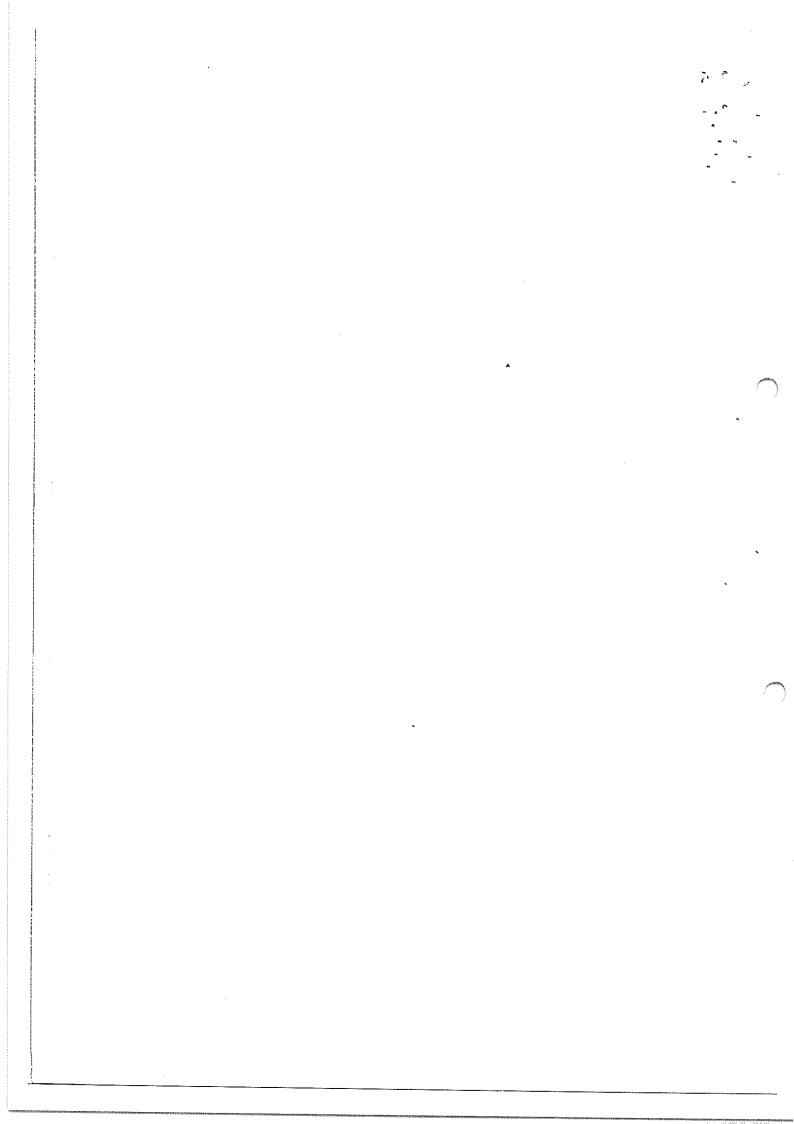
SI No	Name;Address;Photo;Finger;print;and;Signature
	1 Mr Surendra Kumar Dugar
	Son of Late J M Dugar 2B, Dover Road,, P.O:- Ballygunge, P.S:- Bullygunge, District:-South 24-
1	Parganas, West Bengal, India, PIN - 700019, Sex: Male, By Caste: Hindu, Occupation: Business,
	Citizen of: India, PAN No.:ACUPD1317K Status : Representative, Representative of : P S Group Realty
	Limited (as Director)

### **Identifier Details:**

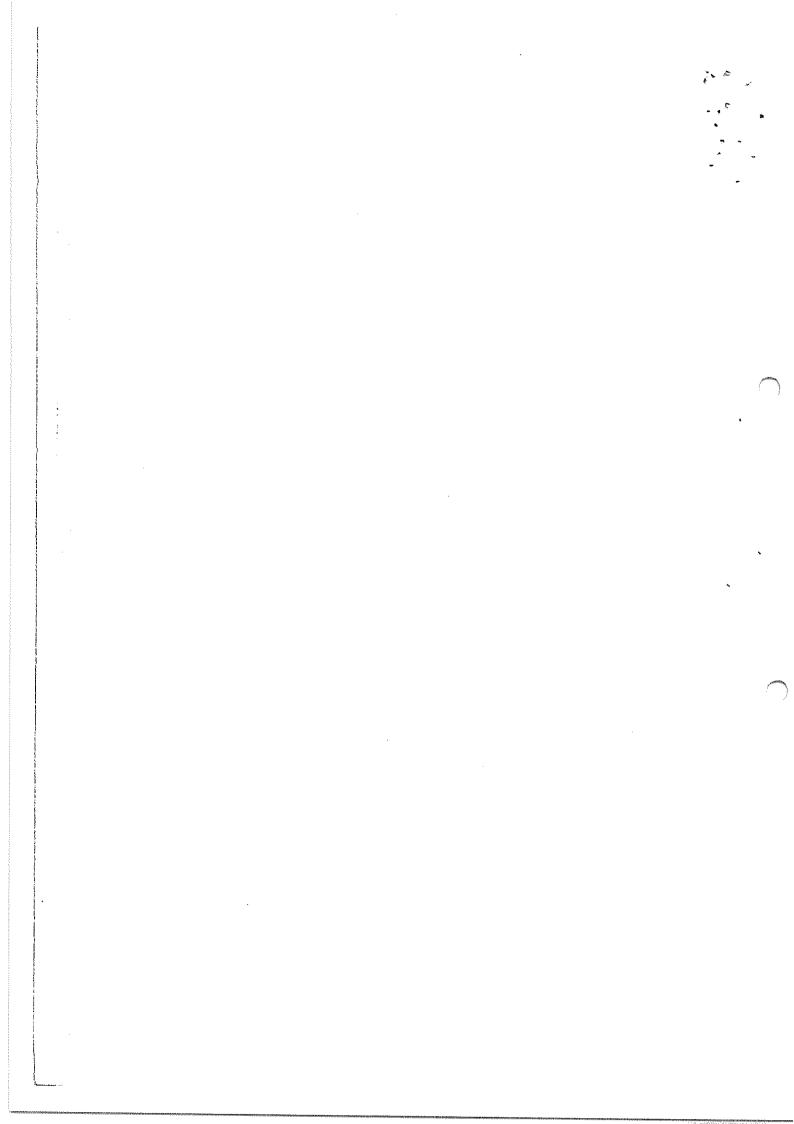
Name & addres	SS
Mr Jaynata Pandit	
Son of Mr Gour Hari Pandit	
83 Topsia Road (South), P.O:- Gobinda Khatick, P.S:- Topsia, Distr 700046, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of Golam Nayeem, Mr Golam Monem, Mrs Mamoona Momen, Mrs Fa Marwah, Mrs Faizana Khan, Mrs Farhat Salahuddin, Mrs Almas Hu Mr Surendra Kumar Dugar	of: India, , Identifier Of Mrs Ayesha Nayeem, Mr Irzana Momen, Mrs Rehana Khan, Mrs Afsana

Tiransferiof(property)for:Lil		
SI.No	From	To. with area (Name-Area)
1	Mrs Ayesha Nayeem	P S Group Realty Limited-3.16119 Dec

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<u> </u>		
2	Mr Golam Nayeem	P S Group Realty Limited-3.16119 Dec
3·, *	Mr Golam Monem	P S Group Realty Limited-3.16119 Dec
4	Mrs Mamoona Momen	P S Group Realty Limited-3.16119 Dec
′5″ <u> </u>	Mrs Farzana Momen	P S Group Realty Limited-3.16119 Dec
6 -	Mrs Rehana Khan	P S Group Realty Limited-3.16119 Dec
-7	Mrs Afsana Marwah	P S Group Realty Limited-3.16119 Dec
8	Mrs Faizana Khan	P S Group Realty Limited-3.16119 Dec
9	Mrs Farhat Salahuddin	P S Group Realty Limited-3.16119 Dec
10	Mrs Almas Hussain	P S Group Realty Limited-3.16119 Dec
11	Mrs Kishwar Khan	P S Group Realty Limited-3.16119 Dec
12	Mrs Yasmin Servaia	P S Group Realty Limited-3.16119 Dec
13	Mr Arshad Momen	P S Group Realty Limited-3.16119 Dec
14	Mr Faisal Momen	P S Group Realty Limited-3.16119 Dec
Trans	fer of property for S1	
	From	To. with area (Name-Area)
1	Mrs Ayesha Nayeem	P S Group Realty Limited-410.714 Sq Ft
2	Mr Golam Nayeem	
3	Mr Golam Monem	P S Group Realty Limited-410.714 Sq Ft
4	Mrs Mamoona Momen	P S Group Realty Limited-410.714 Sq Ft
5	Mrs Farzana Momen	P S Group Realty Limited-410.714 Sq Ft
6		P S Group Realty Limited-410.714 Sq Ft
7	Mrs Rehana Khan Mrs Afsana Marwah	P S Group Realty Limited-410.714 Sq Ft
8		P S Group Realty Limited-410.714 Sq Ft
	Mrs Faizana Khan	P S Group Realty Limited-410.714 Sq Ft
9	Mrs Farhat Salahuddin	P S Group Realty Limited-410.714 Sq Ft
10	Mrs Almas Hussain	P S Group Realty Limited-410.714 Sq Ft
11 12	Mrs Kishwar Khan	P S Group Realty Limited-410.714 Sq Ft
	Mrs Yasmin Servaia	P S Group Realty Limited-410.714 Sq Ft
13	Mr Arshad Momen	P S Group Realty Limited-410,714 Sq Ft
14	Mr Faisal Momen	P S Group Realty Limited-410.714 Sq Ft
	fer of property for S2	
	From	To. with area (Name-Area)
1	Mrs Ayesha Nayeem	P S Group Realty Limited-410.714 Sq Ft
2	Mr Golam Nayeem	P S Group Realty Limited-410.714 Sq Ft
3	Mr Golam Monem	P S Group Realty Limited-410.714 Sq Ft
4	Mrs Mamoona Momen	P S Group Realty Limited-410.714 Sq Ft
5	Mrs Farzana Momen	P S Group Realty Limited-410.714 Sq Ft
6	Mrs Rehana Khan	P S Group Realty Limited-410.714 Sq Ft
7	Mrs Afsana Marwah	P S Group Realty Limited-410.714 Sq Ft
8	Mrs Faizana Khan	P S Group Realty Limited-410.714 Sq Ft
9	Mrs Farhat Salahuddin	P S Group Realty Limited-410.714 Sq Ft
10	Mrs Almas Hussain	P S Group Realty Limited-410.714 Sq Ft
11	Mrs Kishwar Khan	P S Group Realty Limited-410.714 Sq Ft
12	Mrs Yasmin Servaia	P S Group Realty Limited-410.714 Sq Ft
13	Mr Arshad Momen	P S Group Realty Limited-410.714 Sq Ft
14	Mr Faisal Momen	P S Group Realty Limited-410.714 Sq Ft
Trans	fer of property for S3	
SI.No	T	To. with area (Name-Area)
1	Mrs Ayesha Nayeem	P S Group Realty Limited-410.714 Sq Ft
2	Mr Golam Nayeem	P S Group Realty Limited-410.714 Sq Ft
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3	Mr Golam Monem	P S Group Realty Limited-410.714 Sq Ft
4	Mrs Mamoona Momen	P S Group Realty Limited-410.714 Sq Ft
5 4	Mrs Farzana Momen	P S Group Realty Limited-410.714 Sq Ft
′ 6 ັ	Mrs Rehana Khan	P S Group Realty Limited-410.714 Sq Ft
7 v	Mrs Afsana Marwah	P S Group Realty Limited-410.714 Sq Ft
-8	Mrs Faizana Khan	P S Group Realty Limited-410.714 Sq Ft
9	Mrs Farhat Salahuddin	P S Group Realty Limited-410.714 Sq Ft
10	Mrs Almas Hussain	P S Group Realty Limited-410.714 Sq Ft
11_	Mrs Kishwar Khan	P S Group Realty Limited-410.714 Sq Ft
12	Mrs Yasmin Servaia	P S Group Realty Limited-410.714 Sq Ft
13	Mr Arshad Momen	P S Group Realty Limited-410.714 Sq Ft
14	Mr Faisal Momen	P S Group Realty Limited-410.714 Sq Ft
Trans	fer of property for S4	
SI.No	From	To. with area (Name-Area)
1	Mrs Ayesha Nayeem	P S Group Realty Limited-410.714 Sq Ft
2	Mr Golam Nayeem	P S Group Realty Limited-410.714 Sq Ft
3	Mr Golam Monem	D.C. Croup Doolly Living A 440 TA 4 0
4	Mrs Mamoona Momen	P S Group Realty Limited-410.714 Sq Ft
5	Mrs Farzana Momen	P S Group Realty Limited-410.714 Sq Ft
6	Mrs Rehana Khan	P S Group Realty Limited-410.714 Sq Ft
7	Mrs Afsana Marwah	P S Group Realty Limited-410.714 Sq Ft
8	Mrs Faizana Khan	P S Group Realty Limited-410.714 Sq Ft
9	Mrs Farhat Salahuddin	P S Group Realty Limited-410.714 Sq Ft
10	Mrs Almas Hussain	P S Group Realty Limited-410.714 Sq Ft
11	Mrs Kishwar Khan	P S Group Realty Limited-410.714 Sq Ft
12	Mrs Yasmin Servaia	P S Group Realty Limited-410.714 Sq Ft
<b>1</b> 3	Mr Arshad Momen	P S Group Realty Limited-410.714 Sq Ft
14	Mr Faisal Momen	P S Group Realty Limited-410.714 Sq Ft

## Endorsement For Deed Number: 1 - 190201085 / 2017

# On 13-04-2017

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

Presented for registration at 16:35 hrs on 13-04-2017, at the Private residence by Mr Golam Monem, one of the Executants.

# Certificate of Market Value (WB/PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 37,11,02,164/-

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

Execution is admitted on 13/04/2017 by 1. Mrs Ayesha Nayeem, Wife of Mr Golam Nayeem, 6, Rawdon Street,, P.O: Shakespeare Sarani, Thana: Shakespeare Sarani, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700017, by caste Muslim, by Profession Others, 2. Mr Golam Nayeem, Son of Late Golam Kibria, 6, Rawdon Street,, P.O: Shakespeare Sarani, Thana: Shakespeare Sarani, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700017, by caste Muslim, by Profession Others, 3. Mr Golam Monem, Son of Late Golam Kibria, 6 Rawdon Street,, P.O: Shakespeare Sarani, Thana: Shakespeare Sarani, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700017, by caste Muslim, by Profession Others, 4. Mrs Mamoona Mumen, Wife of Mr Golam Momen, 6 Rawdon Street,, P.O: Shakespeare Sarani, Thana: Shakespeare Sarani, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700017, by caste Muslim, by Profession Others, 5. Mrs Farzana Momen, Wife of Mr Golam Momen, 6 Rawdon Street,, P.O: Shakespeare Sarani, Thana: Shakespeare Sarani, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700017, by caste Muslim, by Profession Others, 6. Mrs Rehana Khan, Wife of Mr Nawab Allahuddin Amend Khan, Amin Villa Place,, P.O: Loharu, Thana: LOHARU,, Bhiwani, HARYANA, India, PIN - 127201, by caste Muslim, by Profession Others, 7. Mrs Afsana Marwah, Wife of Mr Major S P Marwah, 297, Forest Lane, Nebsarai Sainik Farm,, P.O: Saket, Thana: Neb Sarai,, South, DELHI, India, PIN - 110068, by caste Muslim, by Profession Others, 8. Mrs Faizana Khan, Wife of Mr Farrukh Sayeed Khan, Rahat Manjil Marris Road,, P.O: Civil Lines, Thana: CIVIL LINES,, Aligarh, UTTAR PRADESH, India, PIN - 202001, by caste Hindu, by Profession Others, 9. Mrs Farhat Salahuddin, Wife of Mr Farook Salahuddin, 175, Parliputra Colony,, P.O: Patliputra, Thana: PATLIPUTRA,, Patna, BIHAR, India, PIN - 700019, by caste Muslim, by Profession Others, 11. Mr Faisal Momen, Son of Mr Golam Momen, 6 Rawdon Street,, P.O: Shakespeare Sarani, Thana: Shakespeare Sarani, City/Town: KOLKATA, Kolk

Indetified by Mr Jaynata Pandit, , , Son of Mr Gour Hari Pandit, 83 Topsia Road (South), P.O: Gobinda Khatick, Thana: Topsia, , South 24-Parganas, WEST BENGAL, India, PIN - 700046, by caste Hindu, by profession Service

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

Execution is admitted on 13-04-2017 by Mr Surendra Kumar Dugar, Director, P S Group Realty Limited, 83 Topsia Road (South), P.O:- Gobinda Khatick, P.S:- Topsia, District:-South 24-Parganas, West Bengal, India, PIN - 700046 Indetified by Mr Jaynata Pandit, , , Son of Mr Gour Hari Pandit, 83 Topsia Road (South), P.O: Gobinda Khatick, Thana: Topsia, , South 24-Parganas, WEST BENGAL, India, PIN - 700046, by caste Hindu, by profession Service

# Executed by Attorney

Execution by Mr Saif Kamlesh Servaia, , Son of Mr Kamlesh Servaia, 5 Dover Park, P.O: Ballygunge, Thana: Bullygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by profession Service as the constituted attorney of 1. Mrs Kishwar Khan 6 Rawdon Street,, P.O: Shakespeare Sarani, Thana: Shakespeare Sarani, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700017, 2. Mrs Yasmin Servaia 6 Rawdon Street,, P.O: Shakespeare Sarani, Thana: Shakespeare Sarani, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700017, 3. Mr Arshad Momen 6 Rawdon Street,, P.O: Shakespeare Sarani, Thana: Shakespeare Sarani, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700017 is admitted by him

Indetified by Mr Jaynata Pandit, , , Son of Mr Gour Hari Pandit, 83 Topsia Road (South), P.O: Gobinda Khatick, Thana: Topsia, , South 24-Parganas, WEST BENGAL, India, PIN - 700046, by caste Hindu, by profession Service



Ashoke Kumar Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA

Kolkata, West Bengal

### On 19-04-2017

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

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

### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,75,010/- (B = Rs 2,74,989/-,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 2,75,010/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/04/2017 4:13PM with Govt. Ref. No: 192017180003545991 on 17-04-2017, Amount Rs: 2,75,010/-, Bank; Indian Bank (IDIB000C001), Ref. No. IB17042017002124 on 17-04-2017, Head of Account 0030-03-104-001-16

### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 74,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 7356, Amount: Rs.100/-, Date of Purchase: 27/05/2016, Vendor name: A K Purkayastha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/04/2017 4:13PM with Govt. Ref. No: 192017180003545991 on 17-04-2017, Amount Rs: 74,921/-, Bank: Indian Bank (IDIB000C001), Ref. No. IB17042017002124 on 17-04-2017, Head of Account 0030-02-103-003-02

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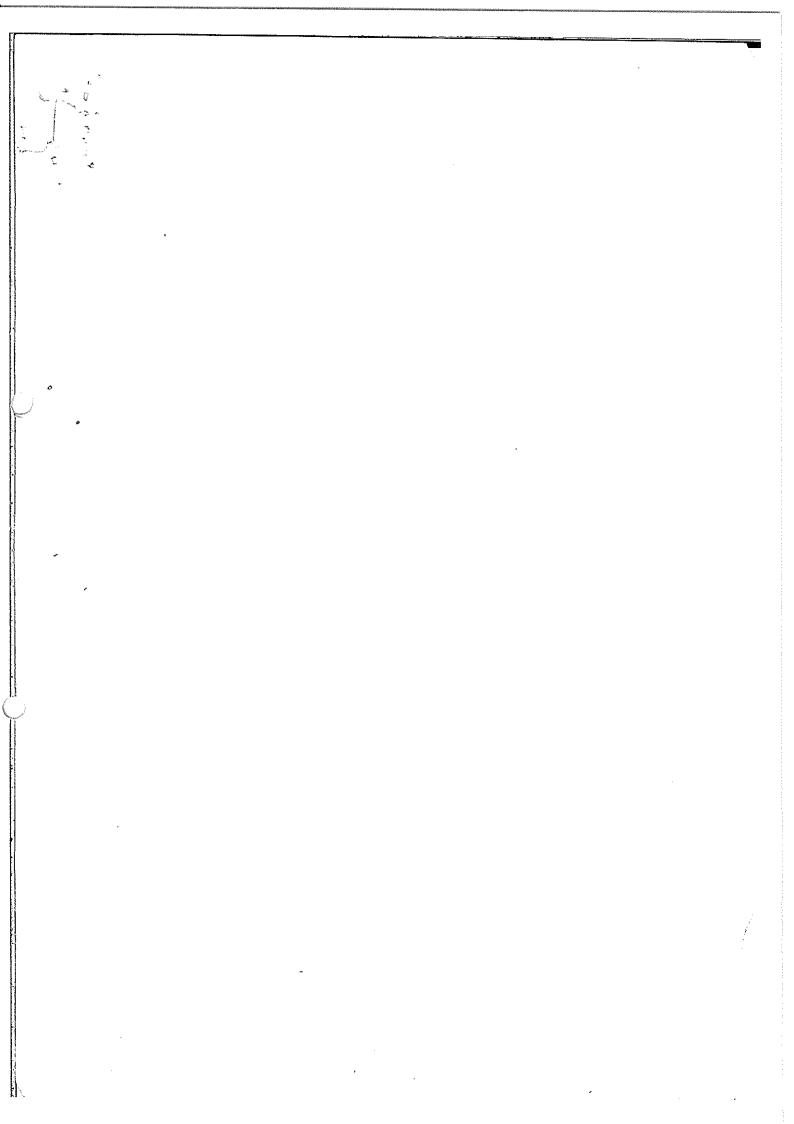
Ashoke Kumar Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA

Kolkata, West Bengal

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Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1902-2017, Page from 33850 to 33914
being No 190201085 for the year 2017.



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Digitally signed by ASHOKE KUMAR BISWAS Date: 2017.04.21 12:24:23 +05:30 Reason: Digital Signing of Deed.

(Ashoke Kumar Biswas) 21-04-2017 12:24:22 ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - II KOLKATA West Bengal.

(This document is digitally signed.)