

11066/16

11781/2016

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100



ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA
INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

329077

Handwritten notes:
Visit: 21/12/16.
Dev Agent
MV = 5,14,51966/
AND = 1-42214 R/16



Certified that the Document is admitted to Registration and the and/or source of the document

22 DEC 2016
Additional Registrar of Assurance - W. Kolkata

THIS AGREEMENT made this 23rd day of August in the year

Two Thousand and Sixteen

BETWEEN

(1) GOKUL HEIGHTS PVT. LTD., a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 41, Netaji Subhas Road, Room No.405, 4th Floor, Post Office - General Post Office, Police Station - Hare Street, Kolkata - 700 001

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Handwritten signature: Ravish Kr. Singh

e-Challan

GERN: 19-201617-003621931-1

Payment Mode Online Payment

GRN Date: 19/12/2016 18:14:17

Bank : United Bank

BRN : 6349573

BRN Date: 19/12/2016 18:13:27

DEPOSITOR'S DETAILS

Id No. : 19041000422148/4/2016

[Query No./Query Year]

Name : FOX AND MANDAL

Contact No. :

Mobile No. : +91 9830785867

E-mail : karthikeyan.d@foxmandal.com

Address : 12 OLD POST OFFICE STREET
KOLKATA 700001

Applicant Name : Mr CHANDI SAMANTA

Office Name :

Office Address :

Status of Depositor : Solicitor firm

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount (₹)
1	19041000422148/4/2016	Property Registration- Registration Fees	0030-03-104-001-16	330094 ✓
2	19041000422148/4/2016	Property Registration- Stamp duty	0030-02-103-003-02	74971 ✓

Total

405065

In Words : Rupees Four Lakh Five Thousand Sixty Five only



भारत सरकार

Unique Identification Authority of India



आधार

তালিকাভুক্তির নম্বর/Enrolment No.: 2017/25089/08637

Chandi Samanta (চন্ডি সামন্ট)

S/O: Kalpada Samanta, sulongori, GHUNI, Hatiara,
North 24 Parganas,
West Bengal - 700157

আপনার অধার সংখ্যা/ Your Aadhaar No.:

7133 7332 9475



আমার অধার, আমার পরিচয়



1947



help@uidai.gov.in



www.uidai.gov.in

- অধার মাত্রী দেখে নানা
- অধার আধারের জন্য আপনাকে একবারই তালিকাভুক্তি করতে আবশ্যিকতা আছে।
- অনুগ্রহ করে আপনার বর্তমান মোবাইল নম্বর এবং ই-মেইল ঠিকানা পরীক্ষিত করুন। এতে ভবিষ্যতে আপনার বিভিন্ন সুবিধা পাবার সুযোগ হবে।

- Aadhaar is valid throughout the country.
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Signature Not Verified

Digitally signed by Unique Identification Authority of India
Date: 2018.03.24 14:42:02 IST

Chandi Samanta



भारत सरकार

GOVERNMENT OF INDIA



भारतीय पहचान संस्थान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA



চন্ডি সামন্ট
Chandi Samanta
জন্মতারিখ/ DOB: 02/12/1949
পুরুষ / MALE



ঠিকানা:

এস/ও: কলিপদ সামন্ট,
সুলংগুরী, ঘুনি, হাতিয়ারা,
উত্তর ২৪ পরগনা,
পশ্চিম বঙ্গ - ৭০০১৫৭

Address:

S/O: Kalpada Samanta,
sulongori, GHUNI, Hatiara, North
24 Parganas,
West Bengal - 700157

Chandi Samanta

Date: 24/03/2018

आयकर विभाग
INCOME TAX DEPARTMENT
HERITAGE AGENCY DEVELOPERS
LLP

16/05/2016

Petroleum & Chemicals
AAJFH4555L

Shang



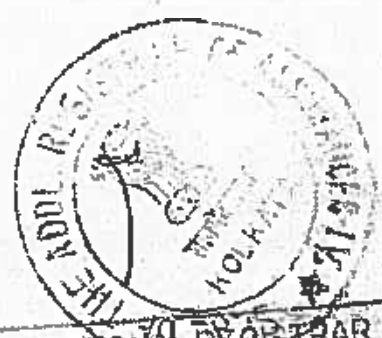
ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

21 DEC 2016

Shang

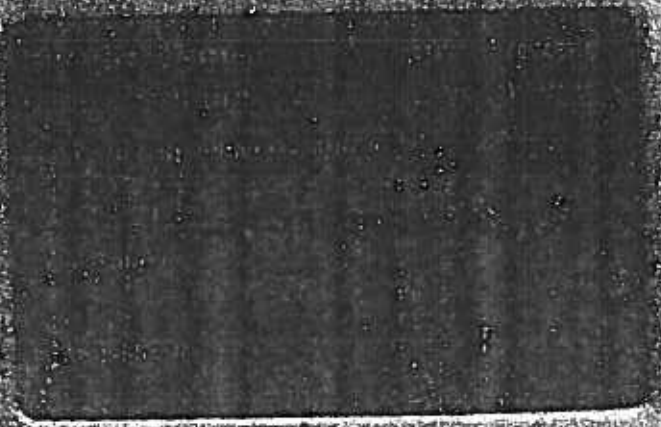
प्राई सेका संख्या / PERMANENT ACCOUNT NUMBER
AFGP008311
RAJWARDHAN PATODIA
FATHER'S NAME
GOPAL PATODIA
DATE OF BIRTH
10-04-1983
SIGNATURE
COMMISSIONER OF INCOME TAX, W.B. - XI

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ADDITIONAL REGISTRAR
OF ASSURANCES - IV, KOLKATA
21 DEC 2015



Rakesh K. Singh



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

21 DEC 2016

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आधार

भारत सरकार

Ministry of Information and Public Relations, Government of India

Enrollment No: 1129/40027/05569

To
Ravish Kumar Singh
16/2 K.B BASU ROAD
BARASAT
Barasat - I
Barasat
Barasat - I North 24 Parganas
West Bengal 700124

347920058
28062018

MA479200585FT



आपका आधार क्रमांक / Your Aadhaar No. :

8638 3665 6057

मेरा आधार, मेरी पहचान



Ravish Kumar Singh
Father: Sh. Das Kumar Singh
DOB: 10/05/1984
Male

ADDITIONAL REGISTRAR
OF ASSURANCE SA

21 DEC 20

8638 3665 6057

मेरा आधार, मेरी पहचान

Shree

Ravish Kumar Singh

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

RAVISH KUMAR SINGH

DEO KUMAR SINGH

01/06/1984

Permanent Account Number

EGUPS6961L

Ravish
Signature



Ravish Kumar Singh



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
21 DEC 2016

Spang

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA

GOKUL DHAM NIRMAN LLP

12/04/2012

Permanent Account Number


AALFG0300Q





L. Anand

↑
ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
21 DEC 2016

S. Anand


 भारत का निर्वाचन आयोग
 ELECTION COMMISSION OF INDIA
 IDENTIFICATION CARD
 HZG0864797

निर्वाचक नाम : हार्दिक पटेल
 Elector's Name : Hardik Patel
 पिता का नाम : गणेश पटेल
 Father's Name : Gopal Patel
 लिंग / Sex : पुरु / M
 जन्म तिथि / Date of Birth : 25/11/1961

L. arora



ADDITIONAL REGISTER
 OF ASSURAGED VOTERS
 211 DEC 2015

HZG0684797

સાચો પોસ્ટલ સંખ્યા, સરકારી, સરકારી 700027

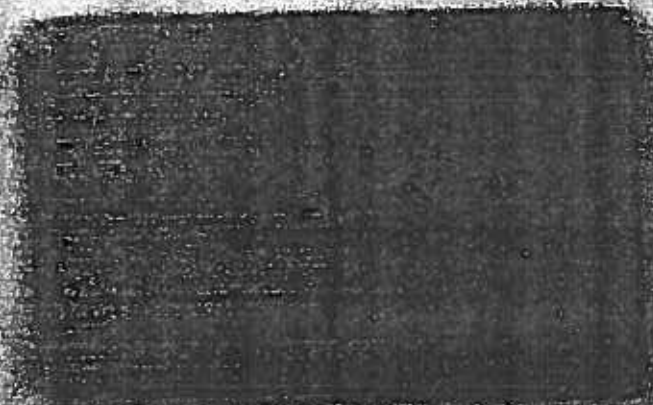
Address:
6F NEW ROAD, ALIPUR, Kolkata
700027

કોલ્કાતા 700027
148-સાચો પોસ્ટલ સંખ્યા સરકારી સરકારી
સરકારી સરકારી સરકારી
Facsimile Signature of the Electoral
Registration Officer for
148-Alipore Constituency

સરકારી -સરકારી સરકારી સરકારી સરકારી સરકારી સરકારી સરકારી
સરકારી સરકારી સરકારી સરકારી સરકારી સરકારી સરકારી સરકારી
In case of change in address mention this Card No.
of the Electoral Form for including your name in the
Polling Station address and to obtain the card
from the station.

L. Arora

L. Arora



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Government of West Bengal

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

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

Signature / LTI Sheet of Query No/Year 19041000422148/2016

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr RAVISH KUMAR SINGH 16/2, K B BASU ROAD, P.O:- BARASAT, P.S:- Barasat, District:- North 24-Parganas, West Bengal, India, PIN - 700124	Representative of Land Lord [GOKUL HEIGHTS PVT. LTD.]		7272 	 21/12/2016
2	Mr HARSH VARDHAN PATODIA 207, A J C BOSE ROAD, P.O:- CIRCUS AVENUE, P.S:- Beniapukur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017	Representative of Land Lord [GOKUL DHAM NIRMAN LLP]		7274 	 21/12/16
3	Mr RAJ VARDHAN PATODIA 207, A J C BOSE ROAD, P.O:- CIRCUS AVENUE, P.S:- Beniapukur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017	Representative of Developer [HERITAGE REGENCY DEVELOPERS LLP]		7272 	 21/12/16

Sl No.	Name and Address of identifier	Identifier of	Signature with date
1	Mr CHANDI SAMANTA Son of Late K P SAMANTA SULANGORI, P.O:- GHUNI, P.S:- New Town, District:-North 24- Parganas, West Bengal, India, PIN - 700157	Mr RAVISH KUMAR SINGH, Mr HARSH VARDHAN PATODIA, Mr RAJ VARDHAN PATODIA	<i>Chandi Samanta</i> 21/12/16

(Asst Kumar Joarder)
ADDITIONAL REGISTRAR
OF ASSURANCE
OFFICE OF THE A.R.A. -
IV KOLKATA
Kolkata, West Bengal

Chandi

and Income Tax Permanent Account No. AACCG8677N, represented by its Authorised Signatory, Mr. Ravish Kumar Singh, son of Sri Deo Kumar Singh, residing at 16/2, K.B. Basu Road, Post Office - Barasat, Police Station - Barasat, Kolkata - 700 124 and Income Tax Permanent Account No. ECUPS6961L, hereinafter referred to as the "OWNER A" (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 interests agents and/or nominee/s and/or assigns);

AND

(2) GOKUL DHAM NIRMAN LLP, a limited liability partnership in terms of the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 207, Acharya Jagdish Chandra Bose Road, Post Office - Circus Avenue, Police Station - Beniapur, Kolkata - 700 017 and Income Tax Permanent Account No. AALFG0300Q, represented by its Designated Partner, Mr. Harsh Vardhan Patodia, son of Late Gopal Prasad Patodia, of 207, Acharya Jagdish Chandra Bose Road, Post Office - Circus Avenue, Police Station - Beniapur, Kolkata - 700 017 and Income Tax Permanent Account No. AEYPP3817N, hereinafter referred to as the "OWNER B" (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 interest agents and/or nominee/s and/or assigns);

Owner A and Owner B are hereinafter collectively referred to as the "OWNERS" of the
FIRST PART.



AND

(3) HERITAGE REGENCY DEVELOPERS LLP, a limited liability partnership firm represented by its partners having its Office at 207, Acharya Jagdish Chandra Bose Road, Post Office Circus Avenue, Police Station Beniapukur, Kolkata - 700 017 and Income Tax Permanent Account No. - AAIFH2893L, represented by its Designated Partner, Mr. Raj Vardhan Patodia, son of Late Gopal Prasad Patodia, of 207, Acharya Jagdish Chandra Bose Road, Post Office - Circus Avenue, Police Station - Beniapukur, Kolkata - 700 017 and Income Tax Permanent Account No. AFGPP0833H, 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 interest and/or assigns) of the SECOND PART.

WHEREAS:

- A. One Khetra Mondal was the recorded owner of danga land measuring 118 (one hundred and eighteen) decimals, more or less, comprised in R.S. Dag Nos.93 and 172, recorded in R.S. Khatian No.11, J.L. No.28, Mouza Talbanda, Police Station Khardah, Sub Registration District Barrackpore, District 24 Parganas (Khetra's First Property).
- B. Khetra Mondal was also the recorded owner of land measuring 135 (one hundred and thirty five) decimals, more or less, comprised in R.S. Dag Nos. 174 and 175, recorded in R.S. Khatian No.11 and R.S. Dag Nos.176 and 178, recorded in R.S.



Khatian No.17, J.L. No.28, Mouza Talbanda, Sub Registration District Barrackpore,
District 24 Parganas (Khetra's Second Property).

- C. In or around 1939, Khetra Mondal, a Muslim governed by the Sunni School of Mohamedan Law, died Intestate, leaving behind him surviving his only son, Muchhe Ali Mondal, as his sole legal heir, who thus inherited the right, title and interest of Khetra Mondal in Khetra's First Property and Khetra's Second Property.
- D. By a Bengali Kobala (Deed of Conveyance) dated 2nd May, 1958, made between Muchhe Ali Mondal, therein referred to as the Vendor of the One Part and Seth Thanwar Das Jeewani, therein referred to as the Purchaser of the Other Part and registered with the Office of the District Registrar, 24 Parganas, in Book No. 1, Volume No. 40, at Pages 58 to 61, being Deed No. 1559 for the year 1958, the Vendor at and for the consideration therein mentioned, sold, conveyed and transferred to the Purchaser therein (i) danga land measuring 46 (forty six) decimals, more or less, comprised in R.S. Dag No. 93, recorded in R.S. Khatian No. 11 and (ii) danga land measuring 29 (twenty nine) decimals, more or less, comprised in R.S. Dag No. 172, recorded in R.S. Khatian No. 11, collectively measuring 75 (seventy five) decimals equivalent to 2 (two) bighas 5 (five) cottahs and 6 (six) chittacks, more or less, out of Khetra's First Property.
- E. By a Bengali Kobala (Deed of Conveyance) dated 8th August, 1958, made between Muchhe Ali Mondal, therein referred to as the Vendor of the One Part and



Krishnalal Nandlal (a Joint Hindu Family) , therein referred to as the Purchaser of the Other Part and registered with the Office of the District Registrar, 24 Parganas, in Book No. I, Volume No.54, at Pages 154 to 158, being Deed No. 2808 for the year 1958, the Vendor at and for the consideration therein mentioned, sold, conveyed and transferred to the Purchaser therein (i) sali land measuring 7 (seven) decimals, more or less, comprised in R.S. Dag No.174, recorded in R.S. Khatian No. 11, (ii) danga land measuring 6 (six) decimals, more or less, comprised in R.S. Dag No.175, recorded in R.S. Khatian No. 11, (iii) danga land measuring 9 (nine) decimals, more or less, comprised in R.S. Dag No.176, recorded in R.S. Khatian No.17 and (iv) danga land measuring 8 (eight) decimals, more or less, comprised in R.S. Dag No.17B, recorded in R.S. Khatian No.17, collectively measuring 30 (thirty) decimals equivalent to 18 (eighteen) cottahs and 3 (three) chittacks, more or less, out of the Khetra's Second Property.

F. Ashgar Mondal was the recorded owner of (i) danga land measuring 159 (one hundred and fifty nine) decimals, more or less, comprised in R.S. Dag No. 173, recorded in R.S. Khatian No.9 and (ii) danga land measuring 52 (fifty two) decimals, more or less, comprised in R.S. Dag No. 171, recorded in R.S. Khatian No. 16, both in J.L. No.28, Mouza Talbanda, Police Station Khardah, Sub Registration District Barrackpore, District 24 Parganas (collectively Ashgar's First Property).

G. Ashgar Mondal was also the recorded owner of various lands comprised in R.S. Dag Nos.87, 90, 90/680, 90/761, 91, 92, 94, 101, 101/759, 177 and 179, all in J.L.



No.28, Mouza Talbanda, Police Station Khardah, Sub Registration District Barrackpore, District 24 Parganas (collectively Ashgar's Second Property).

- H. In or around 1924, Ashgar Mondal, a Muslim governed by the Hanafi School of Mohamedan Law, died intestate, leaving behind him surviving 2 (two) sons, namely, Ali Hossain Mondal and Ali Azim Mondal, who jointly and equally inherited the right, title and interest of Ashgar Mondal in Ashgar's First Property and Ashgar's Second Property.
- I. In or around 1939, Ali Azim Mondal, a Muslim governed by the Hanafi School of Mohamedan Law, died intestate, leaving behind him surviving 1 (one) wife, Mariam Bibi, 3 (three) sons, namely, Majet Ali Mondal, Ajet Ali Mondal and Raushan Ali Mondal and 1 (one) married daughter, Lalman Bibi, who jointly inherited the 1/2 (one-half) share of Ali Azim Mondal in Ashgar's First Property and Ashgar's Second Property.
- J. In or around 1946, Ali Hossain Mondal, a Muslim governed by the Hanafi School of Mohamedan Law, died intestate, leaving behind him surviving 1 (one) wife, Mariam Bibi, 1 (one) son, Bahar Ali Mondal and 3 (three) married daughters, namely, Nilmoni Bibi, Zariman Bibi and Parijan Bibi, who jointly inherited the 1/2 (one-half) share of Ali Hossain Mondal in Ashgar's First Property and Ashgar's Second Property.



- K. In the above circumstances, Mariam Bibi, Majet Ali Mondal, Ajet Ali Mondal, Raushan Ali Mondal, Lalman Bibi, Mariam Bibi, Bahar Ali Mondal, Nilmoni Bibi, Zariman Bibi and Parijan Bibi became the joint and absolute owners of the entirety of Ashgar's First Property and Ashgar's Second Property.
- L. By a Bengali Kobala (Deed of Conveyance) dated 2nd May, 1958, made between Majet Ali Mondal, Ajet Ali Mondal, Raushan Ali Mondal, Mariam Bibi, Lalman Bibi, Mariam Bibi for self and as natural and legal guardian of her minor son Bahar Ali Mondal, Nilmoni Bibi, Zariman Bibi and Parijan Bibi, therein collectively referred to as the Vendors of the One Part and Seth Thanwar Das Jeewani, therein referred to as the Purchaser of the Other Part and registered with the Office of the District Registrar, 24 Parganas, in Book No. I, Volume No.31, at Pages 153 to 158, being Deed No. 1560 for the year 1958, the Vendors at and for the consideration therein mentioned, collectively sold, conveyed and transferred to the Purchaser therein (i) danga land measuring 74 (seventy four) decimals [out of 159 (one hundred and fifty nine) decimals], more or less, comprised in R.S. Dag No. 173, recorded in R.S. Khatian No.9 and (ii) danga land measuring 34 (thirty four) decimals [out of 52 (fifty two) decimals], more or less, comprised in R.S. Dag No.171, recorded in R.S. Khatian No.16, collectively measuring 108 (one hundred and eight) decimals equivalent to 3 (three) bighas 5 (five) cottahs and 5 (five) chittacks, more or less, out of Ashgar's First Property.
- M. By a Bengali Kobala (Deed of Conveyance) dated 9th February, 1959, made between Mariam Bibi (wife of Ali Hossain Mondal), Nilmoni Bibi, Zariman Bibi and



Parijan Bibi, therein collectively referred to as the Vendors of the One Part and Bhag Chandjeevani, the Vendors at and for the consideration therein mentioned, sold, conveyed and transferred to the Purchaser therein, their undivided 4 (four) anna and 3 (three) pie share in Ashgar's Second Property.

- N. Owing to difficulty in joint user of Ashgar's Second Property, by a Deed of Partition dated 19th November, 1959, made between Majet Ali Mondal, Ajet Ali Mondal, Raushan Ali Mondal, Mariam Bibi (wife of Ali Azim Mondal), Lalman Bibi and Bahar Ali Mondal (minor), represented by his elder brother Majet Ali Mondal, registered with the Office of the District Sub Registrar, Barrackpore, Ashgar's Second Property was partitioned by metes and bounds and pursuant thereto, Majet Ali Mondal, Ajet Ali Mondal, Raushan Ali Mondal, Mariam Bibi (wife of Ali Azim Mondal), Lalman Bibi and Bahar Ali Mondal (minor) represented by his elder brother Majet Ali Mondal were allotted divided and demarcated 11 (eleven) anna and 9 (nine) pie share in Ashgar's Second Property.
- O. By a Bengali Kohala (Deed of Conveyance) dated 19th November, 1959, made between Majet Ali Mondal, Ajet Ali Mondal, Raushan Ali Mondal, Mariam Bibi, Lalman Bibi and Bahar Ali Mondal (minor) represented by his elder brother Majet Ali Mondal, therein collectively referred to as the Vendors of the One Part and Krishnalal Nandlal (a Joint Hindu Family), therein referred to as the Purchaser of the Other Part and registered with the Office of the District Sub Registrar, Barrackpore, 24 Parganas, in Book No. I, Volume No.70, at Pages 28 to 31, being Deed No.4652 for the year 1959, the Vendors at and for the consideration therein



mentioned, sold, conveyed and transferred to the Purchaser therein (i) danga land measuring 9 (nine) decimals, more or less, comprised in R.S. Dag No.177, recorded in R.S. Khatian No.16, (ii) sali land measuring 9 (nine) decimals, more or less, comprised in R.S. Dag No.179, recorded in R.S. Khatian No. 16 and (iii) pukurpar land measuring 15 (fifteen) decimals, more or less, comprised in R.S. Dag No.90/680, recorded in R.S. Khatian No.181, collectively measuring 33 (thirty three) decimals equivalent to 19 (nineteen) cottahs 15 (fifteen) chittacks and 19.8 (nineteen point eight) square feet, more or less, all in J.L. No.28, Mouza Talbanda, Sub Registration District Barrackpore, District 24 Parganas.

- P. By a Bengali Kobala (Deed of Conveyance) dated 21st April, 1961, made between Majet Ali Mondal, Ajet Ali Mondal, Raushan Ali Mondal, Mariam Bibi, Lalman Bibi, and Bahar Ali Mondal (minor) represented by his elder brother Majet Ali Mondal therein collectively referred to as the Vendors of the One Part and Krishnalal Nandlal (a joint Hindu Family), therein referred to as the Purchaser of the Other Part and registered with the Office of the District Registrar, 24 Parganas, in Book No.1, Volume No.11, at Pages 293 to 298, being Deed No.1048 for the year 1961, the Vendors at and for the consideration therein mentioned, sold, conveyed and transferred to the Purchaser therein (i) danga land measuring 15 (fifteen) decimals, more or less, comprised in R.S. Dag No.87, recorded in R.S. Khatian No.9 and (ii) pukurpar land measuring 33.1 (thirty three point one) decimals, more or less, comprised in R.S. Dag No.90/680, recorded in R.S. Khatian No.181, both in J.L. No.28, Mouza Talbanda, Sub Registration District Barrackpore, District 24 Parganas.



- Q. Kuran Bagui Ghosh alias Gour Chandra Bagui Ghosh was the recorded owner of inter alia (i) danga land measuring 87 (eighty seven) decimals, more or less, comprised in R.S. Dag No.167, recorded in R.S. Khatian No.204, (ii) sali land measuring 10 (ten) decimals, more or less, comprised in R.S. Dag No.169, recorded in R.S. Khatian No.204 and (iii) danga land measuring 4 (four) decimals, more or less, comprised in R.S. Dag No.147, recorded in R.S. Khatian No.314, collectively measuring 101 (one hundred and one) decimals equivalent to 3 (three) bighas 1 (one) cottah and 1 (one) chittack, more or less, all in J.L. No.28, Mouza Talbanda, Police Station Khardah, Sub Registration District Barrackpore, District 24 Parganas (collectively Kuran's Property).
- R. By a Bengali Kobala (Deed of Conveyance) dated 7th October, 1958, made between Kuran Bagui Ghosh alias Gour Chandra Bagui Ghosh, therein referred to as the Vendor of the One Part and Krishnalal Nandlal (a Joint Hindu Family), therein referred to as the Purchaser of the Other Part and registered with the Office of the District Registrar, 24 Parganas, in Book No. 1, Volume No.54, at Pages 278 to 282, being Deed No.3353 for the year 1958, the Vendors at and for the consideration therein mentioned, sold, conveyed and transferred to the Purchaser therein, the entirety of Kuran's Property.
- S. By a Bengali Kobala (Deed of Conveyance) dated 20th September, 1955, made between Rafiquddin Mondal, therein referred to as the Vendor of the One Part and Makhan Lal Nag, Budhadeb Nag, Hriday Ranjan Nag and Swapan Kumar Nag,



therein collectively referred to as the Purchasers of the Other Part, ALL THAT piece and parcel of danga land measuring 37 (thirty seven) decimals, more or less, comprised in R.S. Dag No.168, recorded in R.S. Khatian No.292, J.L. No.28, Mouza Talbanda, Sub Registration District Barrackpore, District 24 Parganas (Nags' Property).

- T. By a Bengali Kobala (Deed of Conveyance) dated 8th April, 1959, made between Makhan Lal Nag, Budhadeb Nag and Hriday Ranjan Nag, therein collectively referred to as the Vendors of the One Part and Krishnalal Nandlal (a Joint Hindu Family), therein referred to as the Purchaser of the Other Part and registered with the Office of the District Registrar, 24 Parganas, in Book No. 1, Volume No.21, at Pages 268 to 272, being Deed No.1133 for the year 1959, the Vendors at and for the consideration therein mentioned, sold, conveyed and transferred to the Purchaser therein the entirety of their collective share in Nags' Property, measuring 27.75 (twenty seven point seven five) decimals equivalent to 16 (sixteen) cottahs and 12.5 (twelve point five) chittacks, more or less.
- U. By a Bengali Kobala (Deed of Conveyance) dated 14th July, 1959, made between Swapan Kumar Nag, a minor represented by his father and legal guardian Iyanendra Mohan Nag, therein referred to as the Vendor of the One Part and Krishnalal Nandlal (a Joint Hindu Family), therein referred to as the Purchaser of the Other Part and registered with the Office of the District Sub Registrar, Barrackpore, 24 Parganas, in Book No. 1, Volume No.43, at Pages 233 to 236, being Deed No.3327 for the year 1959, the Vendor at and for the consideration therein

mentioned, sold, conveyed and transferred to the Purchaser, the entirety of his share in Nags' Property, measuring 9.25 (nine point two five) decimals equivalent to 5 (five) cottahs 9 (nine) chittacks and 24 (twenty four) square feet, more or less.

- V. On or about 12th March 1985, Majet Ali Mondal, a Muslim governed by the Hanafi School of Mohamedan Law, died intestate, leaving behind him surviving 4 (four) sons, namely, Sheikh Amjed Ali, Sheikh Musid Ali, Sheikh Ashraf Ali and Sheikh Mamud Ali and 3 (three) married daughters, namely, Saida Bibi, Sayera Bibi and Sakera Bibi, who jointly inherited the right, title and interest of Majet Ali Mondal in Ashgar's First Property and Ashgar's Second Property.
- W. By a Bengali Aammoktarnama (Power of Attorney) dated 19th June, 2007, made by Raushan Ali Mondal, Ajet Ali Mondal, Sheikh Amjed Ali, Sheikh Musid Ali, Sheikh Ashraf Ali, Sheikh Mamud Ali, Saida Bibi, Sayera Bibi and Sakera Bibi, collectively referred to as the Grantors and registered with the Office of the Additional District Sub Registrar, Barrackpore, North 24 Parganas, in Book No. IV, being Deed No.523 for the year 2007, granted powers and authorities in favour of Krishna Das as Attorney to sell ALL THAT piece and parcel of danga land measuring 47 (forty seven) decimals equivalent to 1 (one) bigha 8 (eight) cottahs and 8 (eight) chittacks, more or less, comprised in R.S. Dag No.92, recorded in R.S. Khatian No.181/2 corresponding to L.R. Khatian Nos.5, 271 and 316, J.L. No.28, Mouza Talbanda, Sub Registration District Barrackpore, District 24 Parganas.



- X. By a Bengali Kobala (Deed of Conveyance) dated 23rd April, 1962, made by Bahar Ali Mondal, therein referred to as the Vendor of the One Part and Maya Trading Corporation, therein referred to as the Purchaser of the Other Part and registered with the Office of the Sub Registrar, Barrackpore, 24 Parganas, in Book No.1, Volume No. 26, at Pages 186 to 190, being Deed No.2604 for the year 1962, the Vendor at and for the consideration therein mentioned, sold, conveyed and transferred to the Purchaser, ALL THAT piece and parcel of sali land measuring 1 (one) bigha 3 (three) cottahs 13 (thirteen) chittacks and 23 (twenty three) square feet, more or less, comprised in R.S. Dag Nos.90/680, 92, 101, 177 and 179, recorded in R.S. Khatian Nos.181, 181/2, 181/1 and 16 (presently Khatian No.303/I), J.L. No.28, Mouza Talbanda, Sub Registration District Barrackpore, District 24 Parganas, being a portion of Ashgar's Second Property (First Property).
- Y. By a Deed of Conveyance dated 19th September, 2007, made by Maya Trading Corporation, therein referred to as the Vendor of the One Part and the Owner A, therein referred to as the Purchaser of the Other Part and registered with the Office of the Additional District Sub Registrar, Barrackpore, North 24 Parganas, in Book No. 1, Volume No.29, at Pages 1351 to 1376, being Deed No.8523 for the year 2008, the Vendor at and for the consideration therein mentioned, sold, conveyed and transferred to the Purchaser, the entirety of the First Property.
- Z. By a Deed of Conveyance dated 19th September, 2007, made by Raushan Ali Mondal, Ajet Ali Mondal, Sheikh Amjed Ali, Sheikh Musid Ali, Sheikh Ashraf Ali,




Sheikh Mamud Ali, Saida Bibi, Sayera Bibi and Sakera Bibi (through their constituted attorney, Krishna Das), therein collectively referred to as the Vendors of the One Part and the Owner A, therein referred to as the Purchaser of the Other Part and registered with the Office of the Additional District Sub Registrar, Barrackpore, North 24 Parganas, in Book No. 1, Volume No. 29, at Pages 1323 to 1341, being Deed No.8521 for the year 2008, the Vendors at and for the consideration therein mentioned, collectively sold, conveyed and transferred to the Purchaser ALL THAT piece and parcel of danga land measuring 47 (forty seven) decimals equivalent to 1 (one) bigha 8 (eight) cottaks and 8 (eight) chittacks, more or less, comprised in R.S. Dag No.92, recorded in R.S. Khatian No.181/2 corresponding to L.R. Khatian Nos.5, 271 and 316, J.L. No.28, Mouza Talbanda, Sub Registration District Barrackpore, District 24 Parganas (Second Property), being a portion of Ashgar's Second Property.

- AA. By virtue of 8 (eight) separate Deeds of Conveyance (as referred to in Clauses D, E, L, O, P, R, T and U above), Thanwar Das Jeewani and Krishnalal Nandlal (a joint Hindu family whose only coparceners were Thanwar Das Jeewani, Krishna Lal Jeewani and Nand Lal Jeewanl) became the owners of land measuring 432 (four hundred and thirty two) decimals, more or less, comprised in R.S./L.R. Dag Nos.90/680, 93, 167, 168, 171, 172, 173, 174, 175, 176, 177, 178 and 179, recorded in L.R. Khatian Nos.9, 11, 16, 17, 181/2, 292 and 304, J.L. No.28, Mouza Talbanda, Sub Registration District Barrackpore, District 24 Parganas (collectively Jeewanl Family Property).



- BB. On or about 10th January, 1987, Thanwar Das Jeewani, a Hindu governed by the Mitakshara School of Hindu Law, died intestate, leaving behind him surviving 2 (two) sons, namely, Krishna Lal Jeewani and Nand Lal Jeewani, who jointly and equally inherited the right, title and interest of Thanwar Das Jeewani in the Jeewani Family Property and thus became the joint and equal owners of the Jeewani Family Property.
- CC. On or about 17th January, 1998, Krishna Lal Jeewani, a Hindu governed by the Mitakshara School of Hindu Law, died intestate, leaving behind him surviving his wife, Parameshwari Jeewani, 5 (five) sons, namely, Mahesh Lal Jeewani, Ravi Kumar Jeewani, Vijay Kumar Jeewani, Arjun Lal Jeewani and Shanker Lal Jeewani and 4 (four) daughters, namely, Rashmi Jeewani, Usha Daulani, Kiran Pahuja and Poonam Khetri, who jointly and equally inherited the right, title and interest of Krishna Lal Jeewani in the Jeewani Family Property.
- DD. By a Power of Attorney dated 7th September, 1999, made by Parameshwari Jeewani, Mahesh Lal Jeewani, Ravi Kumar Jeewani, Vijay Kumar Jeewani, Rashmi Jeewani, Usha Daulani, Kiran Pahuja and Poonam Khetri, therein collectively referred to as the Grantors and registered with the Office of the Additional District Sub Registrar, Alipore, South 24 Parganas, in Book No.IV, Volume No.12, at Pages 204 to 215, being Deed No.586 for the year 1999, the said Parameshwari Jeewani, Mahesh Lal Jeewani, Ravi Kumar Jeewani, Vijay Kumar Jeewani, Rashmi Jeewani, Usha Daulani, Kiran Pahuja and Poonam Khetri granted powers and authorities in



favour of Arjun Lal Jeewani and Shankar Lal Jeewani, as their Attorneys to sell their share and/or interest in the Jeewani Family Property.

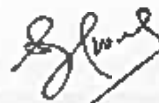
EE. By a Deed of Conveyance dated 10th December, 2007, made between Parameshwari Jeewani, Mahesh Lal Jeewani, Ravi Kumar Jeewani, Vijay Kumar Jeewani, Rashmi Jeewani, Usha Daulani, Kiran Pahuja, Poonam Khetri, Arjun Lal Jeewani, Shankar Lal Jeewani and Nand Lal Jeewani, therein collectively referred to as the Vendors of the One Part and the Owner A, therein referred to as the Purchaser of the Other Part and registered with the Office of the Additional District Sub Registrar, Barrackpore, North 24 Parganas, in Book No.1, Volume No.1, at Pages 3904 to 3938, being Deed No.5929 for the year 2007, the Vendors at and for the consideration therein mentioned, collectively sold, conveyed and transferred to the Purchaser ALL THAT piece and parcel of land measuring 2 (two) bighas 10 (ten) cottahs and 15 (fifteen) chittacks, more or less, comprised in R.S./L.R. Dag Nos.174, 175, 176, 177, 178, 179 and 90/680, recorded in L.R. Khatian Nos.304, 89, 271, 316, 5, 2/1 and 248, J.L. No.28, Mouza Talbanda, Sub Registration District Barrackpore, District 24 Parganas, being a portion of the Jeewani Family Property (Third Property).

FF. By a Deed of Conveyance dated 10th December, 2007, made between Parameshwari Jeewani, Mahesh Lal Jeewani, Ravi Kumar Jeewani, Vijay Kumar Jeewani, Rashmi Jeewani, Usha Daulani, Kiran Pahuja, Poonam Khetri, Arjun Lal Jeewani, Shankar Lal Jeewani and Nand Lal Jeewani, therein collectively referred to as the Vendors of the One Part and Gokul Dham Nirman Pvt. Ltd, therein



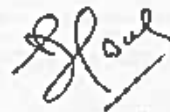
referred to as the Purchaser of the Other Part and registered with the Office of the Additional District Sub Registrar, Barrackpore, North 24 Parganas, in Book No.1, Volume No.3, at Pages 791 to 824, being Deed No.5930 for the year 2007, the Vendors at and for the consideration therein mentioned, collectively sold, conveyed and transferred to the Purchaser ALL THAT piece and parcel of land measuring 7 (seven) bighas 3 (three) cottahs 11 (eleven) chittacks and 28 (twenty eight) square feet, more or less comprised in R.S./L.R. Dag Nos.167, 93, 172, 169, 173 and 168, recorded in L.R. Khatian Nos.89, 9, 257, 293, 395 and 449, J.L. No.28, Mouza Talbanda, Sub Registration District Barrackpore, District 24 Parganas, being a portion of the Jeewani Family Property (Fourth Property), for the consideration mentioned therein.

GG. The Owner A is seized and possessed of and/or otherwise well and sufficiently entitled to as the sole and absolute owner of ALL THAT piece and parcel of land measuring 5 (five) bighas 3 (three) cottahs 4 (four) chittacks and 23 (twenty three) sq. ft., more or less, comprised in L.R. Dag Nos.90/680(P), 92(P), 101(P), 174(P), 175(P), 176, 177, 178 & 179 under L.R. Khatian No.2137, Mouza Talbanda, R.S. No.105, J.L. No.28, Touzi Nos.147, 160, 161, 162 & 3 within the limits of Bilkanda - 1 Gram Panchayat, Police Station New Barrackpore (formerly Ghola and before that Khardah), District North 24 Parganas, with various structures thereat, comprising of the First Property, Second Property and the Third Property, fully described in PART A of the FIRST SCHEDULE hereunder written (and hereinafter referred to as "the said Plot A"), absolutely and forever free from all



encumbrances and liabilities whatsoever and the name of the Owner A is mutated in the records of the B.L. & L.R.O. as the owner thereof.

- HH. The Owner B is seized and possessed of and/or otherwise well and sufficiently entitled to as the sole and absolute owner ALL THAT the piece and parcel of land measuring 7 (seven) bighas 3 (three) cottahs 11 (eleven) chittacks 28 (twenty eight) sq. ft., more or less, comprised in L.R. Dag Nos.93(P), 167(P), 168(P), 169(P), 172(P) & 173 under L.R. Khatian No.2138, Mouza Talbanda, R.S. No.105, J.L. No.28, Touzi Nos.147, 160, 161, 162 & 3 within the limits of Bilkanda - 1 Gram Panchayat, Police Station New Barrackpore (formerly Ghola and before that Khardah), District North 24 Parganas, with various structures thereat, comprising of the Fourth Property and fully described in PART B of the FIRST SCHEDULE hereunder written (and hereinafter referred to as "the said Plot B"), absolutely and forever free from all encumbrances and liabilities whatsoever and the said Plot B is still recorded in the name of GOKUL DHAM NIRMAN PVT. LTD. The said GOKUL DHAM NIRMAN PVT. LTD. has since been renamed as Gokul Dham Nirman LLP i.e. the Owner B and Fresh Certificate of Incorporation for change in name issued by Registrar of Companies, West Bengal on 12th April, 2012.
- II. The Plot A and Plot B are collectively referred to as "the said premises", which is fully described in PART C of the FIRST SCHEDULE hereunder written.
- III. Prior to entering into this agreement, the Owners have held out, represented before and assured the Developer, inter alia, as follows:



- a) That the facts as hereinbefore recited are all true and correct and the Developer can safely rely on the same.
- b) That the Owner A is the sole and absolute owner of the said Plot A and save and except the Owner A, nobody else has any right, title, interest, claim or demand whatsoever in respect of the said Plot A or any part or portion thereof or any undivided share therein.
- c) That the Owner B is the sole and absolute owner of the said Plot B and save and except the Owner B, nobody else has any right, title, interest, claim or demand whatsoever in respect of the said Plot B or any part or portion thereof or any undivided share therein.
- d) That the said premises is free from all encumbrances, mortgages, charges, liens, lis pendens, attachments, trusts, debutters, leases, occupancy rights, thika tenancies, alignments, acquisitions, requisitions and liabilities whatsoever or howsoever.
- e) That no litigation or suit or proceeding is pending in any Court of Law in respect of the said premises or any part thereof or any undivided share therein nor has any decree, judgement or any other order / interim order been made or passed affecting the said premises or any part thereof in any manner whatsoever.



- f) That the said premises or any portion thereof is not affected by any notice or scheme or alignment of any public body or authority.
- g) That no declaration has been made or published for acquisition or requisition or vesting of the said premises or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said premises or any portion thereof is not affected by any notice of acquisition or requisition or alignment or vesting under any Act or Case whatsoever.
- h) That the said premises or any portion thereof is not affected by any attachment including attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever or howsoever and there is no certificate case or proceeding against the Owners or its predecessors-in-title or interest for realization of the arrears of income tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force.
- i) That the said premises or any part thereof is not affected by or subject to any mortgage including mortgage by deposit of title deeds or anomalous mortgage under the Transfer of Property Act, any charge, lien, lis pendens



- f) That the said premises or any portion thereof is not affected by any notice or scheme or alignment of any public body or authority.
- g) That no declaration has been made or published for acquisition or requisition or vesting of the said premises or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said premises or any portion thereof is not affected by any notice of acquisition or requisition or alignment or vesting under any Act or Case whatsoever.
- h) That the said premises or any portion thereof is not affected by any attachment including attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever or howsoever and there is no certificate case or proceeding against the Owners or its predecessors-in-title or interest for realization of the arrears of income tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force.
- i) That the said premises or any part thereof is not affected by or subject to any mortgage including mortgage by deposit of title deeds or anomalous mortgage under the Transfer of Property Act, any charge, lien, lis pendens



thereat (more fully and particularly mentioned and described in Part A of the **FIRST SCHEDULE** hereunder written).

- ii) **SAID PLOT B** shall mean **ALL THAT** the piece and parcel of land measuring 7 (seven) bighas 3 (three) cottahs 11 (eleven) chittacks 28 (twenty eight) sq. ft., more or less, comprised in R.S./L.R. Dag Nos.93(P), 167(P), 168(P), 169(P), 172(P) & 173 under L.R. Khatian No.2138, Mouza Talbanda, R.S. No.105, J.L. No.28, Touzi Nos.147, 160, 161, 162 & 3 within the limits of Bilkaanda - 1 Gram Panchayat, Police Station New Barrackpore (formerly Ghola and before that Khardah), District North 24 Parganas, with various structures thereat (more fully and particularly mentioned and described in Part B of the **FIRST SCHEDULE** hereunder written).
- iii) **SAID PREMISES** shall mean the said Plot A and the said Plot B collectively (more fully and particularly mentioned and described in Part C of the **FIRST SCHEDULE** hereunder written).
- iv) **ARCHITECT** shall mean Messieurs **AGARWAL & AGARWAL** or such other Architect who may be from time to time appointed by the Developer in consultation with the Owners for designing and planning of the New Building or Buildings at the said premises.



KK. The Owners being desirous of developing the said premises approached the Developer and the Developer has agreed to undertake development of the said premises into a Residential Complex having a provision for departmental store to cater to the needs of the residents therein and adjoining area and to incur all costs charges and expenses for undertaking development/ construction of the New Building(s) at the said premises for mutual benefit and for the consideration and on the terms and conditions hereinafter contained:

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

1. In this Agreement unless there be something contrary or repugnant to the subject or context, the following expressions shall have the meanings assigned to them as hereinbelow mentioned:
 - i) SAID PLOT A shall mean ALL THAT the piece and parcel of land measuring 5 (five) bighas 3 (three) cottahs 4 (four) chittacks and 23 (twenty three) sq. ft., more or less, comprised in R.S./L.R. Dag Nos.90/680(P), 92(P), 101(P), 174(P), 175(P), 176, 177, 178 & 179 under L.R. Khatian No.2137, Mouza Talbanda, R.S. No.105, J.L. No.28, Touzi Nos.147, 160, 161, 162 & 3 within the limits of Bilkaanda - 1 Gram Panchayat, Police Station New Barrackpore (formerly Gholia and before that Khardah), District North 24 Parganas, with various structures



- ix) **SPECIFICATIONS** shall mean the general specifications and/or the materials to be used for construction, erection and completion of the New Building(s) as per the choice of the Developer as more fully and particularly described in PART-II of the **SECOND SCHEDULE** hereunder written.
- x) **REFUNDABLE DEPOSIT** shall mean the amount to be deposited by the Developer with the Owners for the purposes as hereinafter stated to be ultimately refunded by the Owners to the Developer.
- xi) **INTENDING PURCHASER/TRANSFeree/PROSPECTIVE BUYER** means any person owning or having the right to occupy, own or use any Unit.
- xii) **PERSON** means any individual, company, corporation, partnership, limited liability partnership, joint venture, trust, unincorporated organization, government or governmental authority or agency or any other legal entity.
- xiii) **TAXES** means all taxes, assessments, duties, levies and charges, including ad valorem taxes on real property, personal property taxes and business and occupation taxes, imposed by any governmental/



- v) **NEW BUILDING(S)** shall mean and include one or more multi storied building or buildings, and other constructed areas constructed from time to time in accordance with the plan/plans as shall be sanctioned by the appropriate/concerned authorities and which are be constructed by the Developer at the said premises.
- vi) **PLAN** shall mean the plans, drawings and specifications of the New Building(s) as be caused to be prepared by the Developer from the Architects and sanctioned by the appropriate/concerned authorities and shall include modifications and/or additions and/or alterations thereto as may be necessary and/or required from time to time.
- vii) **UNITS/SPACES** shall mean all saleable spaces/constructed areas in the New Building(s), be it flats, apartments, departmental shops or any other space, capable of being independently and exclusively held, used, occupied and enjoyed by any person and shall include the open terraces, if any, attached to any unit/s.
- viii) **PARKING SPACES** shall mean the spaces in the basement, if any, the ground floor or any other floor of the New Building(s), Mechanical Car Parking Spaces, Podium Car Parking Spaces and also at the open areas at the ground level in the said premises delineated by the Developer as indicating a right to park motor cars and two wheelers therein or thereat.



statutory authority in connection with the development of said premises.

- xiv) **COMMON AREAS AND FACILITIES** shall mean the areas, installations and facilities in the New Building(s) and the premises and expressed or intended by the Developer for exclusive use and enjoyment by the unit owners of the New Building(s), particularly described in Part-I of the Second Schedule below.
- xv) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management, maintenance, upkeep and administration of the New Building(s) and the said premises and in particular the Common Areas and Facilities and all other common installations and other common purposes and for rendition of services in common to the purchasers/holders of units therein.
- xvi) **COMMON PURPOSES** shall mean and include the purpose of managing, maintaining, upkeeping and administering the New Building(s) and the said premises and in particular the Common Areas and Facilities, common installations, rendition of services in common to the purchasers/holders of units in the New Building(s), collection and disbursement of the common expenses and dealing with all matters of common interest of the purchasers/holders of units in the New Building(s).



- xvii) **OWNERS' SHARE** shall mean **ALL THAT** the 30% (thirty percent) of the Net Revenue realized by the Developer from sale of units/spaces in the New Building (s) to be constructed on the said premises in the manner hereinafter contained.
- xviii) **DEVELOPER'S SHARE** shall mean **ALL THAT** the remaining 70% (seventy percent) of the Net Revenue realized by the Developer from sale of units/spaces in the New Building (s) to be constructed on the said premises in the manner hereinafter contained.
- xix) **NET REVENUE** shall mean and include all amounts realized by the Developer from intending purchasers from sale of Units/constructed spaces at the said premises with or without Parking Spaces, remaining after deduction of the following items from such amounts, for the purpose of calculation of Net Revenue:
- a) Marketing and advertising cost;
 - b) Brokerage fees;
 - c) Statutory realization including but not limited to service tax;
 - d) Cost of extra work carried out exclusively at the instance of intending purchasers of saleable spaces at the said premises;
 - e) Cost of furniture, fixture or fittings or any electrical gadgets supplied at the cost and exclusively at the instance of intending purchasers beyond the specified specification;



- f) Deposit for electricity, water connection, cost of formation of maintenance agency, deposit/security received from the transferees of saleable spaces and other spaces, areas, rights or benefits at the said premises or any money received for any other mutually decided specified purpose not forming part of consideration for sale/ transfer of saleable spaces or other spaces rights or benefits;
 - g) Amounts received from transferees of spaces on account of or as extras on account of generator, transformer and other installations and facilities, documentation charges and also those received as deposits/advances including against rates and taxes and maintenance charges, sinking fund, club facility charges etc;
 - h) Amounts received on account of cancellation.
- xx) **SUPER BUILT UP AREA** of a Unit shall mean the Built-Up Area of such Unit and the proportionate undivided share of the common areas attributable to such Unit as determined and ascertained by the Developer in consultation with the Architect(s).
- xxi) **BUILT-UP AREA** in respect of any unit shall mean the plinth area of such unit and include, interalia, the area of the balconies (if any) attached thereto, the thickness of the external and internal walls thereof and the columns therein **PROVIDED THAT** if any walls or column be common between two units then only one-half of the area under such walls or column be included in each such unit.



- xxii) **REVENUE COLLECTION ACCOUNT** for the purpose of this Agreement means the account maintained by the Developer for the purpose of deposit of all amounts realized by the Developer from intending purchasers from sale of Units/constructed spaces at the said premises with or without Parking Spaces. If however, financial institution/bank from whom the Developer obtains credit facilities require to maintain any account for the purpose of collection of such amount, then such account shall for the purpose of this Agreement be treated as Revenue Collection Account.
- xxiii) Words importing singular shall include plural and vice versa.
- xxiv) Words importing masculine gender shall include Feminine and Neuter genders and likewise words importing feminine gender shall include masculine and neuter genders and similarly words importing Neuter gender shall include masculine and feminine genders.
- xxv) **INTERPRETATIONS:** In this Agreement (save to the extent that the context otherwise so requires);
- a) Any reference to any act of Parliament or legislature whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all rules.

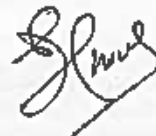


instruments, orders, plans, regulations, bye laws permissions or directions any time issued under it.

- b) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated in writing.
- c) A reference to a statutory provision shall include a reference to any modification or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- d) Any reference to this agreement or any of the provisions thereof shall include all amendments and modification made to this Agreement in writing from time to time.
- e) The Schedules to this Agreement shall have effect and be construed as an integral part of this Agreement.

2. CONSIDERATION:

- 2.1. In consideration of the Developer making payment to the Owners all that the Owners' Share in the manner hereinafter contained, the Owners hereby grant to

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the Developer and/or to its nominee or nominees right to develop all that the said premises i.e. the license to build upon and commercially exploit the said premises in any manner as the Developer may choose by constructing a building or buildings therein in accordance with the plan or plans to be sanctioned by the concerned/appropriate authorities.

- 2.2. The Owners' Share shall be divided and paid equally to the Owners irrespective of shares they have in the said premises. Receipts and discharges signed by the Owner A or the Owner B, as the case may be, shall be valid and effective discharge of the obligation to make payment of the relative sum paid thereby to the respective Owners.


3. GRANT OF LICENSE TO DEVELOPER:

- 3.1. The Owners doth hereby permit and grant license and permission to the Developer to enter upon the said premises with right and authority to build upon and commercially exploit the said premises by constructing New Building(s) thereon in accordance with sanctions/permissions herein mentioned.
- 3.2. With effect from the date hereof, the Developer shall be entitled to enter upon as a licensee and to undertake the work of construction at the said premises and the Owners shall allow the right of such entry for the sole purpose of carrying out and completing the development and commercial exploitation of the said premises. The legal domain, possession and control of the said premises shall continue to



vest with the Owners till the time of transfer to transferee(s) of Units/Spaces in the said premises

- 3.3. In as much as the construction on the said premises is concerned, the Developer shall act as its licensee of the Owners and shall be entitled to be in permissive possession of the said premises as and by way of a licensee of the Owners as understood under Section 52 of the Indian Easements Act, 1882 to carry out the construction of the New Building(s), save and except that the Developer shall not be entitled to create any possessory right over the said premises which could be construed as transfer of the property within the meaning of any law. The Developer shall not be entitled to use the said premises for any other purposes other than the purpose of construction.
- 3.4. The broad and basic understanding between the Parties hereto is that in consideration of the Developer, at its own costs and expenses, constructing the New Building(s) and the Developer making payment to the Owners of all that the Owners' Share out of the Net Revenues realized by the Developer from sale of the Units/Spaces in the New Building(s) to be constructed on the said premises in the manner hereinafter contained, the Owners shall comply with its obligations herein and the Developer shall be entitled to the Developer's Share in terms of this Agreement.



- 3.5. The Developer undertakes to develop and shall commence, execute and complete the development of the said premises in compliance with the terms, covenants and conditions herein contained set forth in this Agreement.
- 3.6. Unless prevented by reasons for which performance is excused as contained in this Agreement, the Developer will make best endeavour to complete construction of the building(s) on the said premises within 48 (forty eight) months of sanction of building plan with a further grace period of 6 (six) months.
- 3.7. For convenient and efficient planning of the said premises, the Developer is entitled to integrate the said Plot A and the said Plot B as well as with any other adjoining plots or premises without any objection or hindrance or claim by the Owners.
4. **DEPOSIT AND REFUND OF DEPOSIT:**
- 4.1 The Developer has agreed to deposit with the Owners a sum of Rs.3,00,00,000/- (Rupees Three Crores only) as Interest Free Refundable Deposit (hereinafter called "the Deposit Amount").
- 4.2 The total deposit of Rs.3,00,00,000/- (Rupees Three Crores only) shall be refunded to and/or adjusted by the Developer from the Owners' Share.



5. TITLE DEEDS OF SAID PREMISES:

- 5.1. The Owners assure that all the original title deeds of the said premises are in the custody of the Owner A and the Owner B, respectively and that the Owners have not created any charge or mortgage by depositing the title deeds or any of them.
- 5.2. The Owners will give inspection of all title deeds of the said premises to the Developer and/or any person authorized by the Developer to enable the Developer to effectively carry out the development.
- 5.3. The Owners shall also produce the original title deeds of the said premises before any governmental/statutory authority, as may be required by such governmental/statutory authority.


6. BUILDING PERMIT, LICENSES AND PERMISSIONS:

- 6.1. The Developer agrees to engage the Architect or firm of Architects to carry out all functions required of an Architect for development of the said premises and construction of a New Building(s) thereon.
- 6.2. The final plans for construction shall be signed by the Owners or their Constituted Attorney, as may be required by the Developer and the Developer shall thereafter apply to the appropriate/concerned authorities and be responsible for obtaining



requisite permissions, sanctions and approvals for the construction of the proposed building(s).

- 6.3. The Developer shall, at its cost, prepare the building plans and drawings by the Architect setting out inter alia drawings containing plans, elevations, sections, details prepared for the purpose of obtaining building sanction from the appropriate and concerned authorities, following the specific requirements of the sanctioning authority.
- 6.4. All applications, plans, documents and other papers referred to above (except 6.3 above), shall be submitted by or in the name of the Owners of the said premises, but otherwise at the cost and expense of the Developer, and the Developer shall pay and bear all expenses for submission of plans, etc. and other like fees, charges and expenses required to be paid or deposited for sanction of the building plans for the building or otherwise to obtain sanction for the construction of a building thereon PROVIDED ALWAYS that the Developer shall be exclusively entitled to all refunds of any and all payments and/or deposits made by it.
- 6.5. For the purposes connected with the preparation, submission and sanctioning of the plans, the Owners shall render all co-operation and assistance to the Developer in getting the said premises surveyed and soil thereof tested and shall sign, execute and deliver and submit all papers, plans, applications, documents, powers and authorities and produce the title deeds and other papers and



documents relating to the said premises as may from time to time be required of by the Developer and/or the Architects.

- 6.6. The entire amount required towards charges and fees of the Architect(s), preparation of plans as also all statutory and other fees, charges and all expenses shall be wholly to the account of the Developer.
- 6.7. The Owners doth hereby also authorize and empower the Developer to apply for and obtain temporary and/or permanent connections for water, electricity, drainage, sewerage, power and other inputs, utilities and facilities from all State and Central Government authorities and statutory or other body or bodies required for construction, use and enjoyment of the New Building(s) at its own costs and expenses either in the name of the Developer and/or the Owners and for that or otherwise to close down and have disconnected the existing connections etc.
- 6.8. The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the New Building(s) and obtaining inputs, utilities and facilities therein and the Owners agree to execute such papers and documents and do such other acts, deeds and things as be reasonably required by the Developer therefor.



6.9. The Developer shall be solely responsible to look after, supervise manage and administer the progress and day to day work of construction of the proposed New Building(s).

7. **DEVELOPMENT AND CONSTRUCTION:**

7.1. Once sanction is obtained, the Developer will commence construction expeditiously and construct, erect and complete at its own cost, the proposed New Building(s) on the said premises in accordance with the plan to be sanctioned by the appropriate/concerned authorities, as may be modified from time to time, and/or other appropriate authorities concerned.

7.2. The Developer shall construct the New Building(s) in good substantial and workman like manner and use good quality of materials. The general specifications and/or materials to be used for construction, erection and completion of the New Building(s) as per the choice of the Developer as more fully and particularly described in PART-II of the **SECOND SCHEDULE** hereunder written.

7.3. All constructions as may be made at the said premises shall be at the sole risk and responsibility of the Developer and furthermore all building materials, plants and machineries etc., which may be brought or kept at the said premises, shall remain at the sole risk and responsibility of the Developer. The Developer shall indemnify the Owners against all liabilities, losses, claims or proceedings whatsoever arising



under common law or under any statute in respect of injury or the death of any person or violation of any law, rule, bye-law and/or regulation or arising out of or in course of or caused by the execution of the work envisaged hereunder.

- 7.4. The Developer shall demolish the existing structures, if any, on the said premises and appropriate the debris, salvage and materials thereon and/or realizations therefrom.
- 7.5. The Developer shall abide by all laws, bye-laws, rules and regulations of the appropriate Government and local bodies and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations. The Developer hereby agrees to keep the Owners saved, harmless and indemnified against all punitive actions, losses, damages, fines, penalties, costs, charges and expenses, resulting due to omission, non compliance, lapses or violations of any law, bye-law, rules and regulations concerning the development of the said premises and arising as a result of the acts and omissions of the Developer.
- 7.6. All persons employed by the Developer in connection with the development shall be the Developer's employees or independent contractors, and shall not be the employees or agents of the Owners. The Developer shall be solely responsible for the salaries of its employees and any employee benefits, including, without limitation, wages, worker's compensation benefits etc. The Developer shall fully comply with all applicable laws and regulations having to do with worker's



compensation, hours of labour, wages, working conditions, and other employer-employee related subjects. The Developer hereby agrees to indemnify, defend and hold harmless the Owners for, from and against any cost, loss, damage or expense (including, but not limited to, reasonable attorneys' fees and all court costs and other expenses of litigation, whether or not taxable under local law) arising out of the Developer's policies, procedures, acts or omissions relating to employment matters.

- 7.7. The Developer shall be entitled to construct the building/s in accordance with the sanctioned plan thereof without any hindrance or obstruction from the Owners or any person claiming through or under trust for them.
- 7.8. The Developer shall be entitled to make any variation and/or modifications in the said plan and/or specifications and/or construction of the building(s) as may be permitted to be done from time to time by the appropriate/concerned authority or other appropriate authorities or under any statute or under the advice of any Architect without any objection or hindrance or claim by the Owners.
- 7.9. The Developer in consultation with the Architect shall determine as to which quality and specifications of building materials are to be used in construction of the building(s).



7.10. Any expenses previously incurred or caused to have incurred for development of the said premises by the Owners or their nominees will be paid to the Owners or their nominees by the Developer, as the case may be.

8. DEVELOPER'S OTHER RIGHTS:

8.1. In the manner set out above, Developer shall market and sell the Unit(s)/space(s)/area(s) to transferees at the price as decided by the Parties from time to time. It is agreed by the Parties that for sale of Units, they will mutually finalise the following :-


- a) standard form of Provisional Allotment Letter, Unit Sale Agreement and Conveyance Deed;
- b) Sale Price of units, parking spaces & other areas from time to time; and
- c) schedule of payments to be collected from transferee/s.

8.2. In order to ensure effective implementation of the Project, the Owners shall, at the request of the Developer, shall execute one or more General Power of Attorney(s) or Specific Power of Attorney(s), as may be required.

8.3. The Developer shall also be entitled to enter into agreements with intending purchasers to sell the said units and/or spaces at such rates to be decided by the Parties to this agreement.



- B.4 The Developer shall have the exclusive right to construct the building(s) at the said premises at its cost in accordance with the sanctioned plan thereof as modified from time to time without any hindrance or obstruction from the Owners or any person claiming through or under trust for them. The type of construction, specification of materials to be used and the detailed design of the building shall be as per the choice of the Developer in consultation with the Architect.
- B.5 The Developer shall be entitled to raise construction finance in its name for carrying out the development of the said premises and in order to secure such construction finance to create a mortgage of the said premises in favour of such banks/financial institutions, without creating any financial or other liability upon the Owners (or without the Owners in any manner as co-obligor or guarantor, being in any manner liable for the same). It is expressly agreed and understood that in no event the Owners shall be responsible and/or be made liable for repayment of any dues of such banks/financial institutions. For the purpose of creating mortgage of the said premises in favour of such banks/financial institutions, the Developer shall for itself and on behalf of the Owners, be entitled to deposit the original title deeds of the said premises and for that purpose, the Developer for itself and on behalf of the Owners shall be entitled to execute appropriate financing documents with such banks/financial institutions. The Owners shall also sign all such financing documents as per standard form used by such banks/financial institutions for the purpose of confirming such security creation of the Developer's rights in the Project in favour of such banks/financial



Institutions, without assuming any liability and upon such clause being clearly mentioned in such document. It is made clear that the Owners' Share shall always be free from all mortgages, charges.

- B.6 The Developer, however, agrees to keep the Owners saved, harmless and indemnified against all actions, losses, damages, liabilities, fines, penalties, compensation, costs, charges and expenses arising out of breach of any terms of the financing documents and the Developer shall give a counter corporate guarantee to the Owners to indemnify the Owners for any losses it may suffer on account of violation of any terms and conditions of the financing documents.

9. **RIGHT OF FURTHER CONSTRUCTION:**

- 9.1. The Developer shall be entitled to raise further constructions or structures on the said buildings comprised in the residential complex having a provision for departmental store to cater to the needs of the residents therein and adjoining area that may be allowed by the concerned /appropriate sanctioning authority or other authorities at any time in future and the decision of the Developer in this behalf shall be final, conclusive and binding upon the Owners. The Owners hereby consent to the same subject to approval by the concerned /appropriate authority, or other authorities and agree to give to the Developer formal consents for all such further construction, if and as and when required by the Developer and do all such acts, deeds and things as may be required to be done, without any delay and



shall not be entitled to raise any objection thereto either on the ground of disturbance or annoyance or any other ground whatsoever.

- 9.2. For the purpose of further construction, the Developer shall be entitled from time to time to remove, shift and substitute (subject to the obligation of the Developer to re-install the same at the new terrace being constructed) the water tank, lift machineries, lift room, television antenna from the roof, terrace and parapet wall.
- 9.3. The Developer shall always and from time to time when required by reason of further construction or constructions subject to approval by the concerned /appropriate or other authorities be entitled to connect the electricity, water, sanitary, drainage, fittings and lift to the additional structures and storeys with the connections and/or sources that may be existing in the constructed buildings of the residential complex and/or portions and the additional structures shall be entitled to all benefits, advantages, easements and facilities as the other parts of the said buildings for the time being shall have.

10. **PROCEDURE OF SALE:**

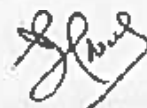
- 10.1. The Owners and the Developer shall mutually decide the common selling strategy and price for the sale of all the saleable area(s)/space(s) including common parts, area, car/scooter parking spaces, terrace and roof whatsoever of the Project to the prospective buyers/transferees.



- 10.2. The Developer shall be entitled to receive all monies payable by third parties for purchase of saleable spaces in the said premises and/or in the buildings on the said premises. All such receipts shall be accounted for and kept by the Developer in a separate Bank Account titled "Revenue Collection Account".
- 10.3. The Developer and the Owners will periodically reconcile all items of difference in the Revenue Collection Account and after reconciliation of differences, if any, the Developer shall make over to the Owners a sum equivalent to the Owners' Share.
- 10.4. All accounts in this regard maintained by the Developer and certified by its Auditors shall be final and binding on the Owners. However, the Owners shall after reasonable notice to the Developer, be entitled to inspect the books of account maintained by the Developer in connection with the collection of the sale proceeds and calculation of the Net Revenue.
- 10.5. After final completion and sale of all areas of the building or buildings and the said premises, the Parties shall carry out final reconciliation of accounts of the said Revenue Collection Account and pay or receive suitable adjustment amounts to or from each other.
- 10.6. In order to enable the Developer to expeditiously complete development of the said premises in a smooth and orderly manner, the Owners agree not to interfere in the development, construction, marketing, sale or otherwise of the said premises and/or part or parts thereof.



- 10.7. After the intending purchasers are identified, the Developer as the Constituted Attorney of the Owners shall enter into an agreement to sell the units/constructed spaces/flats together with undivided proportionate share or interest of land in the said premises in proportion to the super built up area to be purchased by such intending purchaser and comprised in the building. All amounts payable under the said agreement for sale shall be deposited by the Developer in the Revenue Collection Account. It will be clearly mentioned in the said agreement that the Owners shall not be liable in any way to the intending purchaser because of entering into such agreement, or receiving the money by the Developer, except that after completion of the building, the Owners shall execute a Conveyance of the constructed space/flats/units together with undivided, proportionate interest in the land of the said premises in favour of such intending purchaser. However, the possession in respect of such Units shall be handed over only after the handing over of the Owners' Share pertaining to such intending purchaser by the Developer to the Owners.
- 10.8. The Owners have represented that the Owners have a good and marketable title to the said premises and the Developer has prima facie satisfied itself with regard to the title of the Owners to the said premises based on the papers and documents produced by the Owners Provided That the Owners shall make out a good and marketable title to the said premises and produce all necessary permission certificates, clearance and/or approvals and answer, satisfy and comply with all queries, requisitions of title etc. as may be required from time to time by the



Developer and/or the purchasers of units and other constructed areas in the New Building and/or relating to the Developer's Share and/or the banks, financial institutions etc.

10.9. Notwithstanding the aforesaid, it is, however, expressly agreed that if any encumbrance or any liability be found in respect of the said premises or any part thereof at any time hereafter, then and in such event the Owners shall be liable at their own costs to have the same cleared and in case the Owners fail to do so even after receiving notice to that effect from the Developer, the Developer shall be at liberty to have the same cleared at the costs and expenses of the Owners AND FURTHER in case any person disturbs or interferes with the possession of the said premises in the hands of the Developer or in construction of the New Building(s) by the Developer by virtue of having had right of possession of any part of the said premises or occupation of space in the proposed New Building(s) in a lawful manner through the Owners or under any document made or executed by the Owners or otherwise, then the Owners shall be liable and responsible for all consequences arising thereby and shall indemnify and keep the Developer fully saved, harmless and indemnified of, from and against all losses, damages, costs, claims, demands and consequences as may be suffered or likely to be suffered by the Developer thereby or by reason thereof. The Owners doth hereby agree and covenant with the Developer as follows:

- i) To allow the right of entry to the Developer for the sole purpose of carrying out and completing the development of the said premises within the period herein mentioned.



- ii) Not to cause any interference or hindrance or obstruction in the construction of the proposed Buildings at the said premises by the Developer and/or its agents.
- iii) To obtain all permissions, clearances and certificates, if required, for the sales to be effected as envisaged herein.
- iv) To render all assistance and cooperation to the Developer in construction of the proposed Buildings, if so required and found necessary.
- v) Not to do any act, deed or thing whereby the Developer be prevented from selling, transferring, dealing with or disposing of the constructed spaces or any part thereof.
- vi) Not to let out, grant lease, mortgage, charge or otherwise encumber or part with possession of the said premises or any part thereof as from the date hereof.

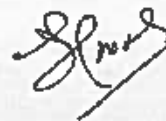
11. MAINTENANCE, MANAGEMENT AND OUTGOINGS:

- 11.1 The responsibility of management and maintenance of the building at the said premises and all the common areas, installation and facilities thereat shall be that of the Developer until a company or society or association or syndicate be formed (hereinafter for the sake of brevity referred to as "the Association") for such purposes by the Developer and/or by the purchasers of the said units and the areas in the building (including the Owners and the Developer herein) and all the units and the areas being made over to the respective buyers or earlier as the



Developer may in its absolute discretion decide; AND it is agreed that both the Owners and the Developer herein and/or the purchasers of flats/units with or without any car parking space shall be bound to bear and pay the proportionate share of all the expenses for formation of such company/society/association/syndicate and also the proportionate common expenses and costs and expenses for such maintenance and management. All such costs and expenses shall be paid to the Developer or to the person nominated by the Developer for the time being responsible for the same until such association/society/syndicate/company is formed and thereafter to such association/society/syndicate/company. The Developer may, in its discretion, appoint any professional agency as a Facility Manager for management and maintenance of the building at the said premises and all the common areas, installation and facilities thereat and such appointment may continue even after formation of any such association/society/syndicate/company.

- 11.2 All rules and regulations of the Association for the Common Purposes including regarding user, maintenance, management, upkeep and administration of the Building and the said premises, taking of deposits on account of maintenance charges/common expenses, charges/expenses for maintenance and operation of the generator, municipal/panchayat rates and taxes etc., from the Unit holders/Purchasers, payment of common expenses/maintenance charges, charges/expenses for maintenance and operation of the generator, municipal /panchayat rates and taxes etc., shall be decided by the Developer in consultation with the Owners and the Owners agree to abide by the same.



12. FORCE MAJEURE:

- 12.1** The Agreement and the obligation of the Parties are subject to standard Force Majeure conditions as set out hereunder:

If at any time during the continuation of the contract, the performance in whole or in part of any obligation of either party under the contract shall be prevented or delayed by reason of any war, fires, floods, earthquake, riot, storm, strike, lockout, civil commotion, air raid or any other Act of God or restriction of any authority or Government or statutory body or Court (hereinafter referred to as "Events") neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and the performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

13. MISCELLANEOUS:

- 13.1** Each of the Parties shall co-operate with the other to effectuate and implement this agreement and shall execute and/or register such further documents and papers as be required by the other Party for giving full effect to the terms hereunder agreed.



- 13.2 The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be or be construed as partnership between the Developer and the Owners or joint venture between them in any manner nor shall be deemed to constitute an association of persons.
- 13.3 The Owners hereby further agree and covenant with the Developer not to let out, grant, lease, mortgage, charge or otherwise encumber the said premises or any part thereof as from the date hereof.
- 13.4 All agreements, Sale Deeds and other document of transfer to be executed in respect of all the Units pursuant to this Agreement shall be in such form as be drawn by the Advocates of the Developer and the same shall be executed by both the Parties hereto.
- 13.5 All municipal/panchayat and all other rates and taxes and other dues and outgoings in respect of said premises (including electricity, Urban Land Tax, if payable, etc.) accruing due till the date of execution of these presents shall be for and to the account of the Owners; those accruing from the date hereof till the date of transfer of the Units shall be for and to the account of the Developer at the first instance and the same shall be later adjusted from "Revenue Collection Account"; and for those accruing thereafter each purchaser shall be liable to pay all such municipal/panchayat and all other rates, taxes and other dues and outgoings in respect of their respective units.



- 13.6. The New Building shall be known by the name as be decided by the Parties and the same shall not be changed by the any of the Unit holders or else.
- 13.7. The Developer shall pay and bear all costs in respect of advocates and/or solicitor's fees and the registration charges towards this Agreement.
- 13.8. 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.
- 13.9. The Agreement (together with Schedules, if any) is the entire agreement between the Parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the Parties hereto.
- 13.10. Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.
- 13.11. Save as hereinbefore provided, termination of this agreement for any cause shall not release a party from any liability which at the time of termination has already



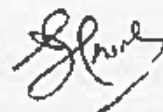
accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.

13.12 If the constructed spaces/flats/units/parking spaces are not sold within 24 (twenty four) months from the date of issuance of the completion certificate by the competent authority, the unsold constructed spaces/flats/units/parking spaces shall be allocated to the Developer and the Owners in the ratio of 70:30 (seventy-thirty) in respect of each type/nature of constructed spaces together with an undivided, indivisible, impartible, proportionate share and/or interest in the said premises and the Common Areas and Facilities.

14. DEFAULTS:

14.1 In the event of the Owners failing to make out a good marketable title to the said premises in terms hereof or to comply with its obligations, then and in any such events the Developer shall, at its sole discretion, without prejudice to its other rights and remedies available to the Developer including the right to sue for specific performance, be entitled to rescind the contract and claim refund of the entire amounts until then invested and/or deposited by the Developer under or in terms of this agreement with interest @ 15% (fifteen percent) per annum and the Owners will refund such moneys and the agreement shall stand terminated.

14.2 If at any time hereafter it shall appear that any of the Parties hereto has failed and/or neglected to carry out its obligations under this agreement or to extend



full cooperation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by it from the defaulting party without prejudice to its other rights hereunder.

- 14.3. In the event there is any Material Breach of any of the obligations on the part of the Developer contained in this Agreement (except clause 3.6), or the Developer is declared insolvent, the Owners shall serve a notice to the Developer specifying the defaults on the part of the Developer and the remedial measures required to be taken by the Developer within a period of 15 (fifteen) days thereof. After expiry of such period, if such default has not been cured, unless such period is extended by the Owners, the Owners may terminate this Agreement by giving a termination notice to the Developer, whereupon this Agreement shall terminate on the date specified for termination in the termination notice or such later date as the Parties shall have agreed.
- 14.4. Unless prevented by occurrence of any Force Majeure Event, if the Developer fails to complete the development within the grace period as provided in clause 3.6 of this Agreement, the Developer shall be liable to pay such amount along with interest at the rate of then applicable savings bank interest rate of State Bank of India to the Owners for delay of each month or part thereof, as mutually agreed.



15. ACQUISITION & REQUISITION:

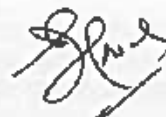
15.1. In case of acquisition or requisition of the said premises or any part thereof prior to the commencement of construction of the building, this Agreement will be terminated at the option of the Developer and the Owners shall refund all amounts paid/incurred/deposited by the Developer till then with interest as applicable, and also reimburse the costs, charges and expenses incurred by the Developer in getting plan prepared and/or sanctioned.

15.2. In the case of acquisition or requisition of the said premises or any part thereof after the commencement of construction of the building and prior to completion of construction of the building then, the Developer shall be entitled to receive the compensation awarded in respect of all the construction until then made at the said premises and the Owners shall be entitled to the entire remaining compensation awarded in respect of the said premises. Further the Owners shall refund all amounts paid/deposited by the Developer to the Owners hereunder till then with interest as applicable.

16. DEVELOPER'S REPRESENTATIONS, WARRANTIES AND COVENANTS:

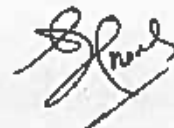
16.1. The Developer represents and warrants to and covenants with the Owners:

- (i) That it has the necessary experience, capability, technical expertise and infrastructure to carry out the development of the said premises as



envisaged herein in a manner that is expected of a developer of repute undertaking such like projects;

- (ii) That it shall complete the development of the said premises in accordance with the sanction plans as modified from time to time and other parameters in this regard and in compliance with all applicable laws;
- (iii) The Developer shall at all times perform the duties and undertake the responsibilities set forth in this Agreement in accordance with industry standards applicable to other residential and commercial developers of repute in India offering similar quality and services, products and using reasonable, expeditious, economical and diligent efforts at all times in the performance of its obligations;
- (iv) That it has adequate funds to undertake and complete the development of the said premises as per the terms of this Agreement;
- (v) That it has and shall continue to comply with terms and conditions of all the consents and all other licenses, permits, approvals obtained or may be obtained in the name of the Owners for the development of the said premises;
- (vi) That the Developer shall make timely payments of all taxes, cesses, duties, levies and charges and all applicable statutory dues as per applicable law



payable by the Developer for the development of the said premises as per the terms and conditions of this Agreement;

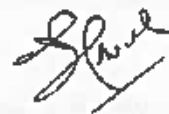
(viii) That the Developer has full power and authority to execute, deliver and perform its obligations under this Agreement.

17. OWNERS' REPRESENTATIONS, WARRANTIES AND COVENANTS:

17.1 The Owner A is the sole and absolute owner of Plot A and is seized and possessed thereof and/or otherwise well sufficiently entitled to and has a marketable title to the said Plot A free from all encumbrances, liens, attachments, mortgages, charges and lis pendens.

17.2 The Owner B is the sole and absolute owner of Plot B and is seized and possessed thereof and/or otherwise well sufficiently entitled to and has a marketable title to the said Plot B free from all encumbrances, liens, attachments, mortgages, charges and lis pendens.

17.3 That the Owners have not done any act, deed or thing which might affect their right to grant the Developer the exclusive right to develop the said two plots and that they have not entered into any agreement, written or oral, with any person other than the Developer herein concerning the said premises.



- 17.4 That the said premises are free from all encumbrances, charges, liens, lis pendens, acquisitions, requisitions, attachment and trusts of whatsoever or howsoever nature and that the said premises are in the exclusive possession of the Owners herein and the Owners hereby undertake to indemnify and keep the Developer indemnified, from and against any and all actions, charges, liens, claims encumbrances, mortgages or any third party possessory rights in the said premises or any part thereof.
- 17.5 That the Developer shall be and is entitled to develop, construct and complete the buildings on the said premises without any interruption or interference from the Owners or any person or persons claiming through or under the Owners and the Owners hereby undertake to indemnify and keep the Developer indemnified against all and any losses, damages, costs, charges and expenses as a result of any breach of this undertaking.
- 17.6 There is no suit or proceedings pending against them or touching the said premises and the Owners hereby undertake to indemnify and keep the Developer indemnified against all and any losses, damages, costs, charges and expenses as a result of any breach of this undertaking.
- 17.7 The Owners shall execute all deeds, documents and instruments as may be necessary and/or required from time to time for carrying out the development of the said premises in terms hereof.

A handwritten signature in black ink, appearing to be 'S. J. ...', is located in the lower right quadrant of the page.

17.8 For the purpose of obtaining all consents, to sign and execute all deeds, documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the residential complex having a provision for departmental store to cater to the needs of the residents therein and adjoining area in accordance with the sanctioned building drawings.

18. NOTICE:

18.1 All notices to be served hereunder by any of the Parties on the other shall, without prejudice to any mode of service available to them, be deemed to have been served on the 7th working day of the date of dispatch of such notice by registered post at the address of the other party mentioned hereinabove or hereinafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. None of the Parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

19. ARBITRATION:

19.1 All disputes and differences between the Parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents and/or the said premises or determination of any liability either during subsistence of this Agreement or after expiry thereof shall be referred to the arbitration of 3 (three) arbitrators, one each to be appointed by



the Owners jointly and by the Developer and the third to be appointed by such two arbitrators (hereinafter referred to as "the Arbitrators") 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. The Arbitrators will have summary powers and will be entitled to set up their own procedure and the Arbitrators shall have power to give interim awards and/or directions. The place of arbitration shall be at Kolkata and the language will be English.

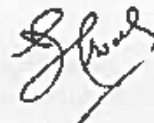
20. **JURISDICTION:** The Hon'ble High Court at Calcutta in its Ordinary Original Jurisdiction alone shall have exclusive jurisdiction to entertain try and determine all actions and suits (including the arbitration proceedings) arising out of these presents between the Parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO:

Part A

(Plot A)

ALL THAT the piece and parcel of land measuring 5 (five) bighas 3 (three) cottahs 4 (four) chittacks and 23 (twenty three) sq. ft., more or less, comprised in L.R. Dag Nos.90/680(Part), 92(Part), 101(Part), 174(Part), 175(Part), 176, 177, 178 & 179 under L.R. Khatian No.2137, Mouza Talbanda, R.S. No.105, J.L. No. 28, Touzi Nos.147, 160, 161,162 & 163, within the limits of Bilkaanda - 1 Gram Panchayat, Police Station New Barrackpore (formerly Ghola and before that Khardah), Sub-Registration District



Sodepur, District North 24 Parganas with various structures thereat, as delineated in the plan annexed hereto duly bordered thereon in "Red" and butted and bounded as follows:

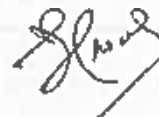
ON THE NORTH : By land comprised in L.R. Dag No.90/680(Part) known as Saharpur Chaltatala, by Tank of Indian Oil Petrol Pump of M/S. Maya Brick Klin, Saharpur Chaltatala and by land comprised in L.R. Dag No.86;

ON THE SOUTH : By New Campus of A.P.C. College and by land comprised in L.R. Dag Nos.173, 174 and 179;

ON THE EAST : By Tank of Indian Oil Petrol Pump of M/S. Maya Brick Klin, Saharpur Chaltatala and by land comprised in Dag Nos.101 and 173;

ON THE WEST : By Saharpur Ma Sarada Lane Gali No.1 and by land comprised in L.R. Dag Nos.89, 87, 86, 183, 184 and 179.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.



Part B

(Plot B)

ALL THAT the piece and parcel of land measuring 7 (seven) bighas 3 (three) cottahs 11 (eleven) chittacks 28 (twenty eight) sq. ft., more or less, comprised in L.R. Dag Nos.93, 167(P), 168(P), 169(P), 172 & 173 under L.R. Khatian No.2138, Mouza Talbanda, R.S. No.105, J.L. No. 28, Touzi Nos.147, 160, 161, 162 & 163 within the limits of Bilkaanda - 1 Gram Panchayat, Police Station New Barrackpore (formerly Ghola and before that Khardah), . Sub-Registration District Sodepur, District North 24 Parganas with various structures thereat, as delineated in the plan annexed hereto duly bordered thereon in "Green" and butted and bounded as follows:

- ON THE NORTH :** By land comprised in L.R. Dag Nos.90/680, 94, 101 and 166 and by land of Indian Oil Petrol Pump of M/S. Maya Brick Klin, Saharpur Chaltatala;
- ON THE SOUTH :** By New Campus of A.P.C. College and by land comprised in L.R. Dag Nos.174, 172 and by Sodepur-Madhyamgram Main Road and Indian Oil Petrol Pump;
- ON THE EAST :** By Land of Indian Oil Petrol Pump of M/S. Maya Brick Klin, Saharpur Chaltatala and by land comprised in Dag Nos.95, 166, 165 and by Indian Oil Petrol Pump;



ON THE WEST : By land comprised in L.R. Dag Nos.90/680, 177, 176, 175, 172, 168 and 169 and by New Campus of A.P.C. College, P.G. Building of A.P.C. College and Saharpur Ma Sarada Gali No.3.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated, butted, bounded, called, known, numbered, described or distinguished.

Part C

(The said premises)

ALL THAT the piece and parcel of land measuring 12 (twelve) bighas 7 (seven) cottahs 6 (six) sq. ft. (equivalent to 408.152 decimals), more or less [on physical measurement 12 (twelve) bighas 4 (four) cottahs 7 (seven) chittacks (six) 9 sq. ft., more or less equivalent to 244.45 cottahs, more or less and also equivalent to 16351.32 sq. meters, more or less], comprised in L.R. Dag Nos.90/680(Part), 92(Part), 101(Part), 174(Part), 175(Part), 176, 177, 178 & 179 under L.R. Khatian No.2137 and L.R. Dag Nos.93(Part), 167(Part), 168(Part), 169(Part), 172(Part) & 173 under L.R. Khatian No.2138, Mouza Talbanda, R.S. No.105, J.L. No.28, Touzi Nos.147, 160, 161,162 & 163 within the limits of Bilkaanda - 1, Gram Panchayat, Police Station New Barrackpore (formerly Ghola and before that Khardah), Sub-Registration District Sodepur, District North 24 Parganas, particulars whereof are more particularly mentioned in the table below:

Sl. No.	L.R. Dag No.	Area (in dec.)
1.	90/680	73.140

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Sl. No.	L.R. Dag No.	Area (In dec.)
2.	92	50.306
3.	93	44.820
4.	101	3.049
5.	167	65.703
6.	168	31.405
7.	169	7.232
8.	172	14.387
9.	173	74.000
10.	174	1.653
11.	175	4.959
12.	176	9.090
13.	177	11.157
14.	178	8.264
15.	179	8.987
Total		408.152 decimals

The aforesaid said premises is delineated in the plan annexed hereto and duly bordered thereon in "Blue" and butted and bounded as follows:

ON THE NORTH : By land comprised in L.R. Dag No.90/680(Part) known as Saharpur Chaltatala, by Tank of Indian Oil Petrol Pump of M/S. Maya Brick Klin, Saharpur Chaltatala, by land of Indian Oil



Petrol Pump of M/S. Maya Brick Klin, Saharpur Chaltatala and by land comprised in L.R. Dag Nos.101, 94, 166 and 86:

ON THE SOUTH : By land of Indian Oil Petrol Pump of M/S. Maya Brick Klin, Saharpur Chaltatala, by New Campus of A.P.C. College. by Saharpur Ma Sarada Gali No.1, by land comprised in L.R. Dag Nos.179, 174 and 172 and by Sodepur-Madhyamgram Road;

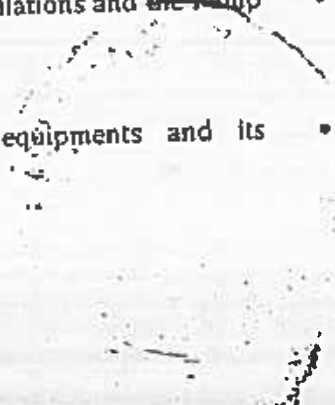
ON THE EAST : By Tank of Indian Oil Petrol Pump of M/S. Maya Brick Klin, Saharpur Chaltatala, by land of Indian Oil Petrol Pump of M/S. Maya Brick Klin, Saharpur Chaltatala, by Indian Oil Petrol Pump, and by land comprised in L.R. Dag No.101(Part), 95, 166 and 165;

ON THE WEST : By Saharpur Ma Sarada Lane Gali No.1, by New Campus of A.P.C. College and by P.G. Building of A.P.C. College, by Saharpur Ma Sarada Lane Gali No.3 and by land comprised in L.R. Dag Nos.89, 87, 86, 183, 184, 179, 172, 168 and 169.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:**PART-I****(Common Areas and Facilities)**

- Foundation, Columns, Beams, Supporting Corridors, Lobbies;
- Garden or Landscape Area;
- Entrance and Exits, Pathways, Driveways;
- Community Hall (1);
- Staircase, Landings;
- Community Hall (2) with Kitchen facility;
- Boundary walls;
- Gymnasium;
- Window and Grills in the Common Areas etc.;
- Steam Room
- Lift and its installations, Lift Machine Room, Lift Well;
- Swimming Pool With Outdoor Deck;
- Electrical Room, Electric Meter for common lighting;
- Coffee Shop with Sit-Out;
- Water supply pipes, Water Filtration Plant and its installations;
- Covered Play Area (in Tower 6);
- Pumps, its installations and the Pump Room;
- Daily Utility Convenience Store;
- Fire fighting equipments and its
- Toddlers' Indoor Games Room;



Shree

installations;

- Fire Pump and Pump Room:
- Games Room (TT Table, Pool, Handball etc.)
- Generators and its installations:
- Multi-Purpose Grass Court For Badminton and other games;
- Transformers and the space for its installations;
- Jogging Track;
- Shafts, Ducts, Electrical wiring for the Common lightning, fittings and its accessories for the Common Area;
- Amphitheatre Seating;
- Drainage, Sewage Pits, Pipeline and accessories;
- Open air meditation area;
- Security Guard Room/Caretaker Room, Toilets for the Security Guards/ Caretakers;
- Adda Zone;
- Children's Play Area;
- Natural Water body;
- Intercom System;
- CCTV for the Common Area;

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PART-II**(Specifications of Construction)****(Fittings and fixtures to be provided in the Unit)**

- BUILDING/ELEVATION** : Designed on a RCC Frame structure with brick wall construction with suitable foundation depending on soil conditions.
- EXTERIOR WALLS** : 10" Brick Wall finished with cement plaster and putty.
- INTERIOR WALLS** : 5"/3" Brick walls finished with cement plaster and putty.
- STAIRCASE & LOBBY** : Wide staircase, elegantly designed lobby and corridors with kota/granite stone/vitrified tiles.
- FLOORING** : 2"X2" Vitrified tiles in Drawing/ Dinning areas and vitrified tiles in all bedrooms.
- KITCHEN** : Granite Counter, Designer Ceramic tiles dado upto 2' feet height above counter, Stainless steel sink.



BATHROOM

: Designer Ceramic tiles up to door height on the walls/anti skid ceramic/vitrified tiles on the Floor;

Western style white sanitary fitting. Hot and Cold water provision in all Toilets. CP Fittings of reputed make.

WINDOWS

: Natural anodized Aluminium windows with glass panes.

DOORS

: Main Door - Designer Flush Door.

Internal Door - Both side laminated finish flush doors.

ELECTRICALS

: Concealed electrical wiring, Modular type switches with MCB.

For 3 BHK/2BHK with One Study:

AC point in master bedroom and in any one Bedroom.



For 2 BHK : AC point in master bedroom only.

Telephone and Broadband points in Living/Dinning.

TV Cable point in Master bedroom & Living/Dinning.

Geyser point in all Bathrooms.

Exhaust Fan outlet in Kitchen and all Toilets.

Call bell point at main door.

LIFTS

: Elevators of reputed make in each block.

FIRE SAFETY

: Modern fire fighting systems as per WBFES norms.


WATER SUPPLY

: Water supply with Filtration plant.




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

SIGNED SEALED AND DELIVERED by the within named OWNER A, at Kolkata in the presence of:

- 1) 
JAIPRAKASH MANJHARIN
207, A J C Bose Road,
KOLKATA 700013
- 2) Saptanishi Roy
Advocate

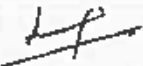
WORLD HEIGHTS PVT. LTD
Rakesh Kumar Singh

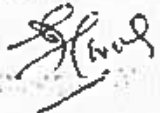
SIGNED SEALED AND DELIVERED by the within named OWNER B, at Kolkata in the presence of:

- 1) 
- 2) Saptanishi Roy

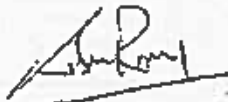
WORLD HEIGHTS PVT. LTD
L. Dasgupta

SIGNED SEALED AND DELIVERED by the within named DEVELOPER, at Kolkata in the presence of:

- 1) 
- 2) Saptanishi Roy

WORLD HEIGHTS PVT. LTD


Drafted by:



Advocate
Fox & Mandal,
Advocates & Solicitors,
Enrollment No.: F/1621/0011



SAHARPUR CHALTATA
DAG NO 90/686

SITE PLAN OF I.R. DAG NO. 90/686/P/92(P/181(P/174(P/173(P/176/177/178/179 L.R. KHATTAN NO - 2137 OF MOUZA-TALBANDA, FL. NO. 2B, B.S. NO. 105 UNDER BILKANDA NO. 1 GRAM PANCHAYAT, P.S. - NEW BARRACKPUR (FORMERLY GHOLA, BEFORE THAT KHARDAHA), DIST. - NORTH 24 PARTANAS

TANK OF INDIAN OIL PETROL PUMP
(PUS HAYA BRICK-KILN)
SAHARPUR CHALTATA



SAHARPUR MA
SARADA LANE GALT
NO-1
DAG NO. 89
DAG NO. 87
DAG NO. 86
DAG NO. 183
DAG NO. 184
DAG NO. 179
SAHARPUR MA
SARADA LANE (GALT)
NO-1
DAG NO. 174
DAG NO. 173
SAHARPUR MA
SARADA LANE
GALT NO-1
DAG NO. 172

DAG NO. 101

DAG NO. 94

DAG NO. 95
DAG NO. 166
DAG NO. 165

LAND OF INDIAN OIL PETROL PUMP
(PUS HAYA BRICK-KILN)
SAHARPUR CHALTATA

NEW CAMPUS OF
A.P.C COLLEGE

THE P.G. BUILDING
OF A.P.C COLLEGE

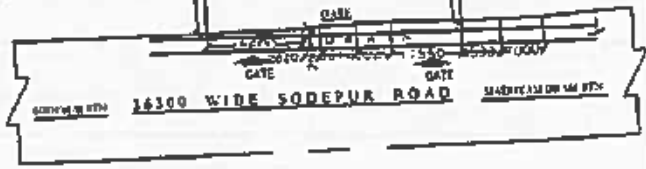
SAHARPUR MA
SARADA LANE
GALT NO-1

INDIAN OIL
PETROL PUMP

GOKUL HEIGHTS PVT. LTD
Ravish. K. Singh
Director / Authorized Signatory

GOKUL DHAM NIKAMAN I.P.
...
Authorized Signatory

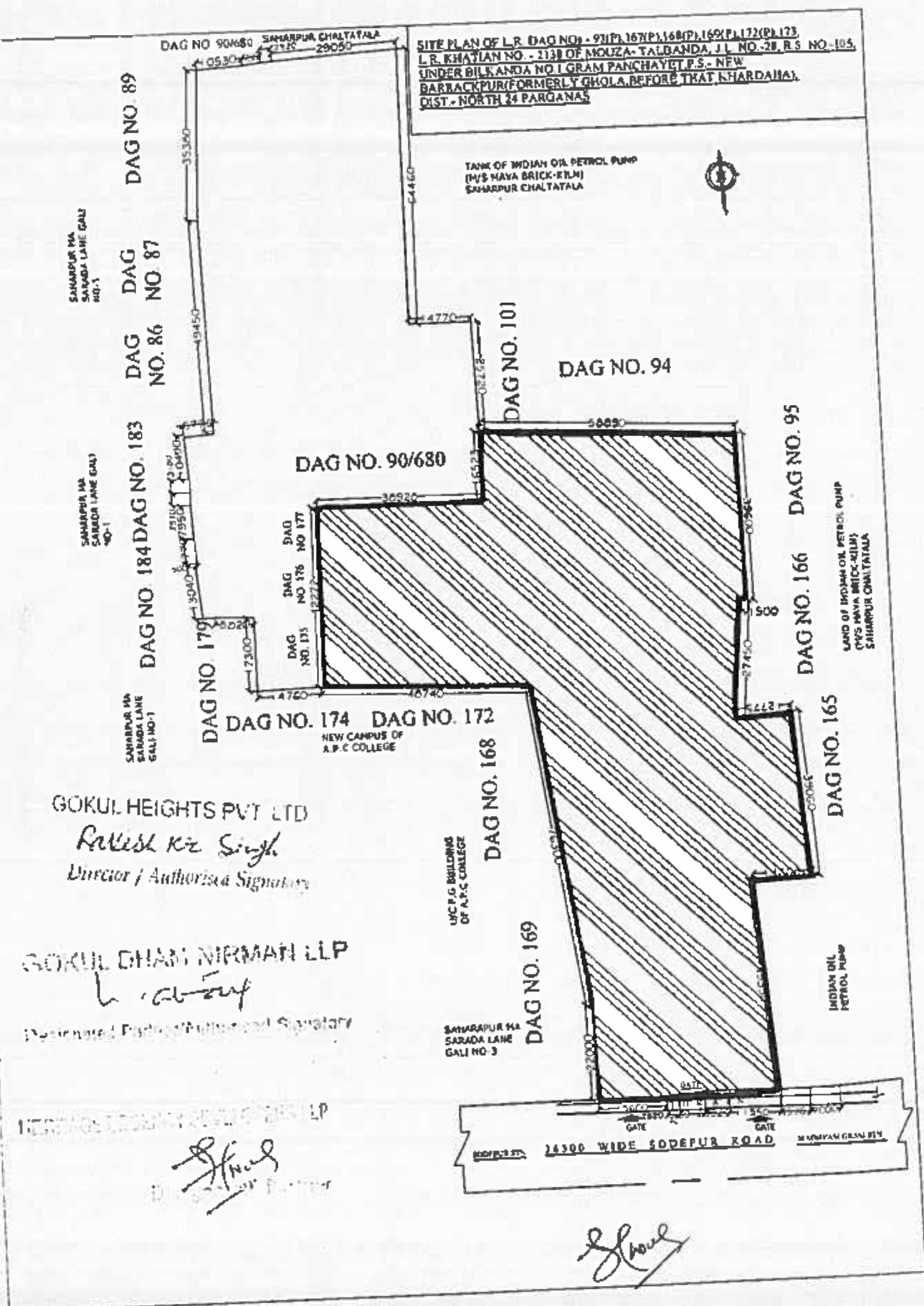
HEAVY CONSTRUCTION WORKS
...
Authorized Signatory



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SITE PLAN OF L.R. DAG NOS - 91(P), 167(P), 168(P), 169(P), 172(P), 173
 L.R. KHATAN NO - 2138 OF MOUZA- TALBANDA, J.L. NO-28, R.S. NO-105,
 UNDER BILKANDA NO I GRAM PANCHAYET, P.S.- NEW
 BARRACKPUR (FORMERLY GHOLA, BEFORE THAT KHARDAHA),
 DIST - NORTH 24 PARGANAS

TANK OF INDIAN OIL PETROL PUMP
 (M/S MAYA BRICK-KILN)
 SAHARPUR CHALTATA



GOKUL HEIGHTS PVT LTD
Rakesh Kz Singh
 Director / Authorized Signatory

GOKUL DHAM NIRMAL LLP
[Signature]
 Designated Partner/Authorized Signatory

HERNANDS ENTERPRISES LLP
[Signature]
 Designated Partner

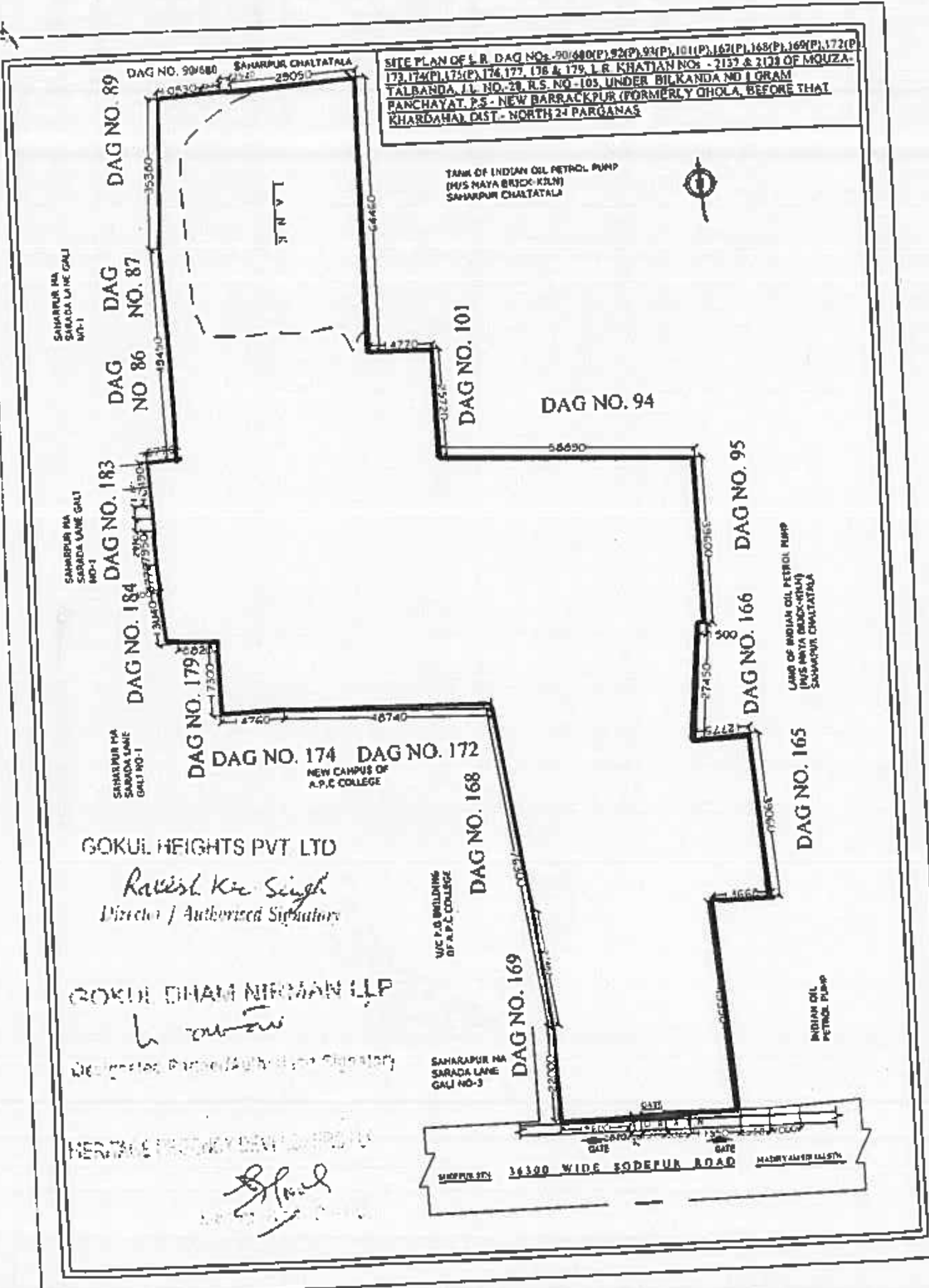
U.C.P.C. BUILDINGS
 OF A.P.C. COLLEGE

SAHARPUR MA
 SARADA LANE
 GALI NO-3

INDIAN OIL
 PETROL PUMP

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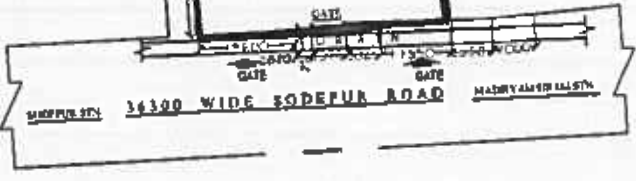
SITE PLAN OF L.R. DAG NOs - 90(480(P)), 92(P), 94(P), 101(P), 167(P), 168(P), 169(P), 172(P), 173, 174(P), 175(P), 176, 177, 178 & 179, L.R. KHATIAN NOS - 2137 & 2138 OF MOUZA TALBANDA, T.L. NO.-28, R.S. NO.-103, UNDER BILKANDA NO.1 GRAM PANCHAYAT, P.S.- NEW BARRACK PUR (FORMERLY OHOLA, BEFORE THAT KHARDAHA), DIST.- NORTH 24 PARGANAS



GOKUL HEIGHTS PVT LTD
Ravish Kie Singh
 Director / Authorized Signatory

















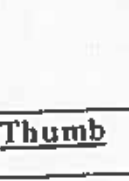
















GOKUL DHAM NIRMAL LLP
[Signature]
 Designated Partner / Authorized Signatory

HERITAGE PROPERTY DEVELOPERS PVT LTD
[Signature]



[Signature]

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants and/or purchaser/presentants							
 <i>Rakesh K. Singh</i>		Left Hand						
			<u>Little</u>	<u>Ring</u>	<u>Middle</u>	<u>Fore</u>	<u>Thumb</u>	
		Right Hand						
			<u>Thumb</u>	<u>Fore</u>	<u>Middle</u>	<u>Ring</u>	<u>Little</u>	
		Left Hand						
			<u>Little</u>	<u>Ring</u>	<u>Middle</u>	<u>Fore</u>	<u>Thumb</u>	
		Right Hand						
			<u>Thumb</u>	<u>Fore</u>	<u>Middle</u>	<u>Ring</u>	<u>Little</u>	
		Left Hand						
			<u>Little</u>	<u>Ring</u>	<u>Middle</u>	<u>Fore</u>	<u>Thumb</u>	
		Right Hand						
			<u>Thumb</u>	<u>Fore</u>	<u>Middle</u>	<u>Ring</u>	<u>Little</u>	

[Handwritten Signature]

1

Major Information of the Deed

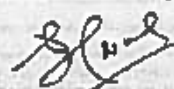
Deed No :	1-1904-11781/2016	Date of Registration :	22/12/2016
Query No / Year :	1904-1000422148/2016	Office where deed is registered :	
Query Date :	13/12/2016 1:55:30 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	CHANDI SAMANTA 10, OLD POST OFFICE STREET, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9836538428, Status : Others		
Transaction :	Additional Transaction :		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 3,00,00,000/-]		
Set Forth value :	Market Value :		
	Rs. 5,14,51,966/-		
Stamp duty Paid (SD) :	Registration Fee Paid :		
Rs. 75,071/- (Article:48(g))	Rs. 3,30,094/- (Article: E, E, B, M(a), M(b), I)		
Remarks			

Land Details :

District: North 24-Parganas, P.S.:- Khardaha, Gram Panchayat: BILKANDA-I, Mouza: Talbanda

Sch No.	Plot Number	Khatian Number	Proposed Land Use	Use ROR	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-90/680	RS-2137	Bastu	Pukurpar	73.14 Dec		92,20,087/-	Property is on Road
L2	RS-92	RS-2137	Bastu	Pukur	50.306 Dec		63,41,614/-	Property is on Road
L3	RS-93	RS-2138	Bastu	Bastu	44.82 Dec		56,50,045/-	Property is on Road
L4	RS-101	RS-2137	Bastu	Danga	3.049 Dec		3,84,359/-	Property is on Road
L5	RS-167	RS-2138	Bastu	Bastu	65.703 Dec		82,82,573/-	Property is on Road
L6	RS-168	RS-2138	Bastu	Bastu	31.405 Dec		39,58,939/-	Property is on Road
L7	RS-169	RS-2138	Bastu	Bastu	7.232 Dec		9,11,672/-	Property is on Road
L8	RS-172	RS-2138	Bastu	Bastu	14.387 Dec		18,13,637/-	Property is on Road
L9	RS-173	RS-2138	Bastu	Bastu	74 Dec		93,28,499/-	Property is on Road
L10	RS-174	RS-2137	Bastu	Bastu	1.653 Dec		2,08,378/-	Property is on Road
L11	RS-175	RS-2137	Bastu	Bastu	4.959 Dec		6,25,135/-	Property is on Road
L12	RS-176	RS-2137	Bastu	Bastu	9.09 Dec		11,45,893/-	Property is on Road
L13	RS-177	RS-2137	Bastu	Bastu	11.157 Dec		14,06,460/-	Property is on Road
L14	RS-178	RS-2137	Bastu	Bastu	8.264 Dec		10,41,766/-	Property is on Road
L15	RS-179	RS-2137	Bastu	Shali	8.987 Dec		11,32,909/-	Property is on Road
TOTAL :					408.152 Dec	0/-	514,51,966/-	
Grand Total :					408.152 Dec	0/-	514,51,966/-	

29/12/2016 Query No:-19041000422148 / 2016 Deed No :- 190411781 / 2016, Document is digitally signed.



Land Lord Details :

Sl No.	Name, Address, Photo, Finger print and Signature
1	GOKUL HEIGHTS PVT. LTD. 41, N S ROAD, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 PAN No. AACCG8677N, Status :Organization, Executed by: Representative
2	GOKUL DHAM NIRMAN LLP 207, A J C BOSE ROAD, P.O:- CIRCUS AVENUE, P.S:- Beniapur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 PAN No. AALFG0300Q, Status :Organization, Executed by: Representative

Developer Details :

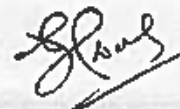
Sl No.	Name, Address, Photo, Finger print and Signature
1	HERITAGE REGENCY DEVELOPERS LLP 207, A J C BOSE ROAD, P.O:- CIRCUS AVENUE, P.S:- Beniapur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 PAN No. AAIFH2893L, Status :Organization

Representative Details :

Sl No.	Name, Address, Photo, Finger print and Signature
1	Mr RAVISH KUMAR SINGH Son of Shri DEO KUMAR SINGH 16/2, K B BASU ROAD, P.O:- BARASAT, P.S:- Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700124, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. ECUPS6961L, Status : Representative, Representative of : GOKUL HEIGHTS PVT. LTD. (as AUTHORIZED SIGNATORY)
2	Mr HARSH VARDHAN PATODIA Son of Late GOPAL PRASAD PATODIA 207, A J C BOSE ROAD, P.O:- CIRCUS AVENUE, P.S:- Beniapur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. AEYPP3817N, Status : Representative, Representative of : GOKUL DHAM NIRMAN LLP (as PARTNER)
3	Mr RAJ VARDHAN PATODIA Son of Late GOPAL PRASAD PATODIA 207, A J C BOSE ROAD, P.O:- CIRCUS AVENUE, P.S:- Beniapur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. AFGPP0833H, Status : Representative, Representative of : HERITAGE REGENCY DEVELOPERS LLP (as PARTNER)

Identifier Details :

Name & address
Mr CHANDI SAMANTA Son of Late K P SAMANTA SULANGORI, P.O:- GHUNI, P.S:- New Town, District:-North 24-Parganas, West Bengal, India, PIN - 700157, Sex: M By Caste: Hindu, Occupation: Business, Citizen of: India, Identifier Of Mr RAVISH KUMAR SINGH, Mr HARSH VARDHAN PATODIA, Mr RAJ VARDHAN PATODIA



Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	GOKUL HEIGHTS PVT. LTD.	HERITAGE REGENCY DEVELOPERS LLP-73.14 Dec

Transfer of property for L10

Sl.No	From	To. with area (Name-Area)
1	GOKUL HEIGHTS PVT. LTD.	HERITAGE REGENCY DEVELOPERS LLP-1.653 Dec

Transfer of property for L11

Sl.No	From	To. with area (Name-Area)
1	GOKUL HEIGHTS PVT. LTD.	HERITAGE REGENCY DEVELOPERS LLP-4.959 Dec

Transfer of property for L12

Sl.No	From	To. with area (Name-Area)
1	GOKUL HEIGHTS PVT. LTD.	HERITAGE REGENCY DEVELOPERS LLP-9.09 Dec

Transfer of property for L13

Sl.No	From	To. with area (Name-Area)
1	GOKUL HEIGHTS PVT. LTD.	HERITAGE REGENCY DEVELOPERS LLP-11.157 Dec

Transfer of property for L14

Sl.No	From	To. with area (Name-Area)
1	GOKUL HEIGHTS PVT. LTD.	HERITAGE REGENCY DEVELOPERS LLP-8.264 Dec

Transfer of property for L15

Sl.No	From	To. with area (Name-Area)
1	GOKUL HEIGHTS PVT. LTD.	HERITAGE REGENCY DEVELOPERS LLP-8.987 Dec

Transfer of property for L2


Sl.No	From	To. with area (Name-Area)
1	GOKUL HEIGHTS PVT. LTD.	HERITAGE REGENCY DEVELOPERS LLP-50.306 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	GOKUL DHAM NIRMAN LLP	HERITAGE REGENCY DEVELOPERS LLP-44.82 Dec

Transfer of property for L4

Sl.No	From	To. with area (Name-Area)
1	GOKUL HEIGHTS PVT. LTD.	HERITAGE REGENCY DEVELOPERS LLP-3.049 Dec



Transfer of property for L5

Sl.No	From	To. with area (Name-Area)
1	GOKUL DHAM NIRMAN LLP	HERITAGE REGENCY DEVELOPERS LLP-65.703 Dec

Transfer of property for L6

Sl.No	From	To. with area (Name-Area)
1	GOKUL DHAM NIRMAN LLP	HERITAGE REGENCY DEVELOPERS LLP-31.405 Dec

Transfer of property for L7

Sl.No	From	To. with area (Name-Area)
1	GOKUL DHAM NIRMAN LLP	HERITAGE REGENCY DEVELOPERS LLP-7.232 Dec

Transfer of property for L8

Sl.No	From	To. with area (Name-Area)
1	GOKUL DHAM NIRMAN LLP	HERITAGE REGENCY DEVELOPERS LLP-14.387 Dec

Transfer of property for L9

Sl.No	From	To. with area (Name-Area)
1	GOKUL DHAM NIRMAN LLP	HERITAGE REGENCY DEVELOPERS LLP-74 Dec

Endorsement For Deed Number : I - 190411781 / 2016

On 13-12-2016

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 5,14,51,966/-



Asit Kumar Joarder
 ADDITIONAL REGISTRAR OF ASSURA
 OFFICE OF THE A.R.A. - IV KOLKAT
 Kolkata, West Bengal

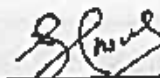
On 21-12-2016

Presentation (Under Section 62 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)

Presented for registration at 17:40 hrs on 21-12-2016, at the Private residence by Mr RAJ VARDHAN PATODI

Admission of Execution (Under Section 68, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 21-12-2016 by Mr RAVISH KUMAR SINGH, AUTHORIZED SIGNATORY, GOKUL HEIGHTS PVT. LTD., 41, N S ROAD, P.O.- GPO, P.S.- Hare Street, Kolkata, District:-Kolkata, West Bengal, Indi - 700001



Identified by Mr CHANDI SAMANTA, , Son of Late K P SAMANTA, SULANGORI, P.O: GHUNI, Thana: New Town, North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by profession Business
Execution is admitted on 21-12-2016 by Mr HARSH VARDHAN PATODIA, PARTNER, GOKUL DHAM NIRMAN LLP, 207, A J C BOSE ROAD, P.O:- CIRCUS AVENUE, P.S:- Beniapur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017

Identified by Mr CHANDI SAMANTA, , Son of Late K P SAMANTA, SULANGORI, P.O: GHUNI, Thana: New Town, North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by profession Business
Execution is admitted on 21-12-2016 by Mr RAJ VARDHAN PATODIA, PARTNER, HERITAGE REGENCY DEVELOPERS LLP, 207, A J C BOSE ROAD, P.O:- CIRCUS AVENUE, P.S:- Beniapur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017

Identified by Mr CHANDI SAMANTA, , Son of Late K P SAMANTA, SULANGORI, P.O: GHUNI, Thana: New Town, North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by profession Business



Asit Kumar Joarder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

On 22-12-2016

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 : (g) of Indian Stamp Act 1899.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 3,30,094/- (B = Rs 3,29,989/-, E = Rs 21/-, Rs 55/-, M(a) = Rs 25/-, M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 3,30,094/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of W
Online on 19/12/2016 6:13PM with Govt. Ref. No: 192016170036219311 on 19-12-2016, Amount Rs: 3,30,094/-,
Bank: United Bank (UTBI00CH175), Ref. No. 6349573 on 19-12-2016, 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 74,971/-


Description of Stamp

1. Stamp: Type: Impressed, Serial no 43805, Amount: Rs. 100/-, Date of Purchase: 08/07/2016, Vendor name: I Chakraborty

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of W
Online on 19/12/2016 6:13PM with Govt. Ref. No: 192016170036219311 on 19-12-2016, Amount Rs: 74,971/-, B:
United Bank (UTBI00CH175), Ref. No. 6349573 on 19-12-2016, Head of Account 0030-02-103-003-02



Asit Kumar Joarder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal



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