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**Rs.** 100 UNDRED RUPEES

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

> Additional Registrat of Assurances I, Kolkata

THIS AGREEMENT is made this 7th day of 5 wy SHAH PROJECTS PRIVATE LIMITED Fifteen BETWEEN (1) AABCN2989H), a company incorporated under the provisions of Companies Act, 1956 having its registered office at 1, Sardar Sankar Road, P.S.-Tollygunge, P.O. - Kalighat, Kolkata – 700026 represented by its Director MR. RAJIV SHAH (PAN: ALJPS6781N) son of Sri Gyarsi Lal Shah, by faith Hindu,

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Value - 6 Jul 2015

LS.V. High Court Sullt Sanker High Court, As

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3/0 Late Madhau Prasad Bajvria

345 Rajarhat Moin Road,

Kolkata - 700136.

P.S. Baguihati
Business.

ADDITIONAL REGISTRAS

OF ASSISTANTES I KOLKATA

-7 JUL 2015

by occupation Business, working for gain at 1, Sardar Sankar Road, P.S.-Tollygunge, P.O. Kalighat, Kolkata - 700026, (2) MR. RAJIV SHAH (PAN: ALJPS6781N), son of Sri Gyarsi Lal Shah, by faith Hindu, by occupation Business and (3) SMT, NISHA SHAH (PAN: AMAPS5067K), wife of Sri Rajiv Shah, by faith Hindu, by occupation Business, both residing at 16/8, Mondal Temple Lane, Block - 'P', P.O. New Alipore, P.S. New Alipore, Kolkata - 700053, (4)MR. SAURAV SHAH (PAN: AMAPS3643P), son of Sri Rajiv Shah, by faith Hindu, by occupation Business and (5) SMT. SHWETA SHAH (PAN: AHDPM6429R), wife of Sri Saurav Shah, by faith Hindu, by occupation Business, both residing at 16/8, Mondal Temple Lane, Block - 'P', P.O. New Alipore, P.S. New Alipore, Kolkata - 700053 and (6) SRI MAYANK SHAH (PAN: AJIPS8151M) son of Sri Rajiv Shah, by faith Hindu, by occupation Business and (7) SMT. SWETA SHAH (PAN : ACZPA9574G), wife of Sri Mayankh Shah, by faith Hindu, by occupation Business, both residing at 16/8, Mondal Temple Lane, Block - 'P', P.O. New Alipore, P.S. New Alipore, Kolkata – 700053 also residing at "Akshat Nilay", Flat No. 706 & 806, 3 Group Housing Scheme, Madrampura, Hawa Sarak, P.S. & Dist Jaipur - 302006, Rajasthan, hereinafter collectively referred to as the "OWNERS" (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include in case. of individuals their respective heirs executors administrators and legal representatives and in case of a Company its Successors and or Successorsin-Office and or interest) of the ONE PART AND (8) SRIJAN REALTY PVT. LTD.(PAN AAHCS6112K), a company incorporated under the provisions of the



Companies Act, 1956 having its registered office at 36/1A, Elgin Road, P.S.-Bhawanipur, Kolkata – 700020, represented by its Director MR. RAM NARESH AGARWAL (PAN ACYPA1903G), son of Late Nand Kishore Agarwal working for gain at 36/1A, Elgin Road, P.S.-Bhawanipur, Kolkata – 700020, hereinafter referred to as the "DEVELOPER" (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its successors and/or successors-in-office or interest) of the OTHER PART:

#### RECITALS

#### WHEREAS:

I. By virtue of a Deed of Conveyance dated 3<sup>rd</sup> day of July 2015 registered in the office of the Additional Registrar of Assurances – I, Kolkata in Book No.I, being No.190105437 for the year 2015 Smt. Manju Devi Choudhury sold transferred by way of sale conveyed assigned and assured All That undivided one-fourth share into or upon ALL THAT the Municipal Premises No. 037, Chanditalla Main Road, Kolkata – 700053 and mailing address being 21, Chanditalla Main Road, Kolkata – 700053 containing an area of 208 Coftahs i.e. 52 Cottahs be the same a little more or less TOGETHER WITH partly rented awelling house for residential use and dilapidated shed with brick wall and asbestos roof admeasuring 27,000 Sq.ft. (i.e. 6,750 Sq.ft) all having cemented floor standing thereon situate and lying in Ward No.116 of the Kolkata



Municipal Corporation, P.S.- Behala, P.O. New Alipore, under R.S. Dag Nos. 81 (area 199 Decimals), 82 (area 44 Decimals), 81/1092 (area 3 Decimals), 114 (area 82 Decimals) and 113/528 (area 16 Decimals), R.S. Khatian Nos. 566, 586 and 344, Mouza Siriti, J.L. No.11, District South 24-Parganas, morefully described in the Schedule stated therein unto and in favour of Shah Projects Private Limited at or for the consideration and on the terms and conditions stated therein;

li. By virtue of a Deed of Conveyance dated 3rd day of July 2015... registered in the office of the Additional Registrar of Assurances – I, Kolkata in Book No.1, being No. 190105436 for the year 2015 Smt. Champa Devi Choudhury sold transferred by way of sale conveyed assigned and assured All That undivided one-fourth share into or upon ALL THAT the Municipal Premises No. 037, Chanditalla Main Road, Kolkata – 700053 and mailing address being 21, Chanditalla Main Road, Kolkata - 700053 containing an area of 208 Cottahs i.e. 52 Cottahs be the same a little more or less TOGETHER WITH partly rented dwelling house for residential use and dilapidated shed with brick wall and asbestos roof admeasuring 27,000 Sq.ft. (i.e. 6,750 Sq.ft) all having cemented floor standing thereon situate and lying in Ward No.116 of the Kolkata Municipal Corporation, P.S.- Behala, P.O. New Alipore, under R.S. Dag Nos. 81 (area 199 Decimals), 82 (area 44 Decimals), 81/1092 (area 3 Decimals), 114 (area 82 Decimals) and 113/528 (area 16 Decimals), R.S. Khatian Nos. 566, 586 and 344, Mouza Siriti, J.L. No.11, District South 24-

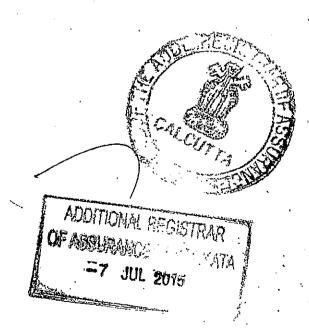


Parganas, morefully described in the Schedule stated therein unto and in favour of Rajiv Shah and Smt. Nisha Shah at or for the consideration and on the terms and conditions stated therein;

ÍII. By virtue of a Deed of Conveyance dated 3rd day of July 2015 registered in the office of the Additional Registrar of Assurances – I, Kolkata in Book No.1, being No. 190105438 for the year 2015 Rajiv Choudhury sold transferred by way of sale conveyed assigned and assured All That undivided one-fourth share into or upon ALL THAT the Municipal Premises No. 037, Chanditalla Main Road, Kolkata – 700053 and mailing address being 21, Chanditalla Main Road, Kolkata - 700053 containing an area of 208 Cottahs i.e. 52 Cottahs be the same a little more or less TOGETHER WITH partly rented dwelling house for residential use and dilapidated shed with brick wall and asbestos roof admeasuring 27,000 Sq.ft. (i.e. 6,750 Sq.ft) all having cemented floor standing thereon situate and lying in Ward No.116 of the Kolkata Municipal Corporation, P.S.- Behala. P.O. New Alipore, under R.S. Dag Nos. 81 (area 199 Decimals), 82 (area 44 Decimals), 81/1092 (area 3 Decimals), 114 (area 82 Decimals) and 113/528 (area 16 Decimals), R.S. Khatian Nos. 566, 586 and 344, Mouza Siriti, J.L. No.11, District South 24-Parganas, morefully described in the Schedule stated therein unto and in favour of Saurav Shah and Smt. Shweta Shah at or for the consideration and on the terms and conditions stated therein;



- IV. By virtue of a Deed of Conveyance dated 6th day of July 2015. registered in the office of the Additional Registrar of Assurances – I, Kolkata in Book No.1, being No. 190105463 for the year 2015 Shyam Choudhury sold transferred by way of sale conveyed assigned and assured All That undivided one-fourth share into or upon ALL THAT the Municipal Premises No. 037, Chanditalla Main Road, Kolkata – 700053 and mailing address being 21, Chanditalla Main Road, Kolkata - 700053 containing an area of 208 Cottahs i.e. 52 Cottahs be the same a little more or less TOGETHER WITH partly rented dwelling house for residential use and dilapidated shed with brick wall and asbestos roof admeasuring 27,000 Sq.ft. (i.e. 6,750 Sq.ft) all having cemented floor standing thereon situate and lying in Ward No.116 of the Kolkata Municipal Corporation, P.S.- Behala, P.O. New Alipore, under R.S. Dag Nos. 81 (area 199 Decimals), 82 (area 44 Decimals), 81/1092 (area 3 Decimals), 114 (area 82 Decimals) and 113/528 (area 16 Decimals), R.S. Khatian Nos. 566, 586 and 344, Mouza Siriti, J.L. No.11, District South 24-Parganas, morefully described in the Schedule stated therein unto and in favour of Mayank Shah and Smt. Sweta Shah at or for the consideration and on the terms and . conditions stated therein ;
- V. By virtue of the aforesaid part recited Deeds of Conveyance the Owners herein became absolutely seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple possession of All That the Municipal Premises No. 037, Chanditalla Main Road, Kolkata 700053 and



mailing address being 21. Chanditalla Main Road, Kolkata - 700053 containing an area of 208 Cottahs be the same a little more or less TOGETHER WITH partly rented dwelling house for residential use and dilapidated shed with brick wall and asbestos roof admeasuring 27,000 Sq.ft. all having cemented floor standing thereon situate and lying in Ward No.116 of the Kolkata Municipal Corporation, P.S.- Behala, P.O. New Alipore, under R.S. Dag Nos. 81 (area 199 Decimals), 82 (area 44 Decimals), 81/1092 (area 3 Decimals), 114 (area 82 Decimals) and 113/528 (area 16 Decimals), R.S. Khatian Nos. 566, 586 and 344, Mouza Siriti, J.L. No.11, District South 24-Parganas, morefully described in the Schedule stated hereunder hereinafter referred to as the SAID PREMISES having undivided share each in the proportion as mentioned in the said four registered Deeds of Conveyance as well as stated hereunder:

		100%
7.	: Sweta Shah	undivided 12.5% share
6.	Mayank Shah	undivided 12.5% share
5.	Shweta Shah	undivided 12.5% share .
4.	Saurav Shah	undivided 1.2.5% share
3.	Nisha Shah	undivided 12.5% share
2.	Rajiv Shah	undivided 12.5% share
1.	Shah Projects Pvt. Ltd.	undivided 25% share

VI. That the said Owners herein have been interested in develop or promote the said premises by way of construction of new residential buildings



consisting of flats/apartments and other areas capable of being occupied independently hereinafter collectively referred to as the said Housing Complex;

VII. That the Owners do not have expertise and resources to develop or promote the said Premises by way of construction of the said Housing complex comprising of several buildings and as such the Owners have approached the Developer with a proposal to develop the said Premises;

VIII. That the Developer has expertise and resources and has accepted the proposal of the Owners in respect of the development of the said Premises by way of erection and construction of the said Housing Complex comprising of buildings in terms of plan or plans to be sanctioned by the appropriate Municipal authorities of the Kolkata Municipal Corporation;

IX. That in view of what is stated hereinabove the Owners and the Developer have mutually agreed about the manner and terms and conditions in respect of the Development of the said Premises by way of erection and construction of the said Housing Complex and hereby record the same as stated hereunder:

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:-



# <u>REPRESENTATIONS AND OBLIGATIONS OF THE OWNER</u>

١.

- 1. It is agreed and recorded that the Owners shall make out good and marketable title of the said Premises more fully described in the Schedule stated hereunder free from all encumbrances, charges mortgage, liens, lispendens trusts, acquisition, requisitions, litigations, claims and demands whatsoever or howsoever.
- 2. It is agreed and recorded that the Owners shall get their names mutated in the Records of the B.L. & L.R.O. and Kolkata Municipal Corporation at their own costs expenses
- 3. It is agreed and recorded that the Developer shall obtain for and on behalf of the Owners no objection certificate in respect of the development of the said Premises under the provisions of the Urban Land Ceiling and Regulation Act, 1976 at the costs and expenses of the Owner.
- 4. It is recorded that classifications of the lands in the records of B.L & L.R.O. of the said Premises have been recorded as Housing Complex / Bastu.
- 5. It is represented and recorded that the said Premises is not affected by any notice of acquisition and/or requisition by the Government and the



said Premises is in complete possession of the Owners save and except an area under the occupation of the tenants.

- 6. It is agreed and recorded that the Owners shall obtain requisite consents, permissions, approvals, licences, permits as may be required from time to time for development of the said Premises and owners shall take at their own costs and expenses all steps to regularise the said premises for development of the same.
- 7. It is agreed and recorded that the Owners shall complete the construction of boundary wall of the said premises within 60(sixty) days from the date of signing of these presents.
- 8. It is agreed and recorded that the Owners have absolute right power and authority to enter into this agreement.
- 9. It is agreed and recorded that the Owners shall transfer and convey undivided proportionate impartible share of the said Premises appertaining to flats/apartments and other constructed areas of the said Housing Complex free from all encumbrances whatsoever.



- 10. It is agreed and recorded that the Owners shall not enter into any Agreement for Sale or otherwise deal with the said Premises with any other person or persons in any manner whatsoever save and except the Owner's allocation.
- 11. It is agreed and recorded that the Developer has agreed to develop the said Premises on the terms and conditions as stated herein.

#### II. <u>DEVELOPER'S REPRESENTATIONS</u>

- 1. The Developer has sufficient knowledge and expertise in the matter of development of immovable properties and construction of new residential buildings/Housing Complexes.
- 2. The Developer has sufficient resources of arranging finance and infrastructure as may be required for carrying out the development of the "said Premises" and/or the construction of the said Housing Complex.
- 3. The Developer shall carry out and complete the said development work on the "said Premises" in accordance with plan to be sanctioned by The Kolkata Municipal Corporation and other concerned Authorities as the case may be and entire construction work shall be of a good quality as shall be approved by the Architects.



- 4. It is agreed and recorded that the Developer shall obtain all requisite sanctions of the plan consents, permissions, approvals, licences, permits as may be required from time to time for and on behalf of the owners for development of the said Premises from the concerned authorities.
- 5. It is agreed and recorded that the Developer shall pay to the Owners Security deposit and advance as enumerated hereunder.
- 6. It is agreed and recorded that the Developer shall complete the construction of the entire Housing Complex within 5(five) years from the date of the sanction of plan.

#### III. RATES, TAXES AND OUTGOINGS

- 1. It is agreed and recorded that the Owners shall bear and pay the Municipal rates, taxes levies, land revenues, surcharge outgoings and all other impositions relating to Municipal tax or otherwise of whatsoever nature concerning or relating to the said premises upto the date of the sanction of the Plan.
- 2. It is agreed and recorded that with effect from the date of sanction of the plan of the said premises the Developer shall be liable to pay the municipal rates and taxes in respect of the said premises till the completion of



the said Housing Complex and upon completion of the same the intending Purchasers shall be liable to pay the municipal rates and taxes with regard to their respective flats provided however, the Owners and Developer shall be liable to pay rates and taxes in respect of unsold portion of their respective allocated constructed areas of the said Housing Complex.

3. It is agreed and recorded that on and from the date of Completion of the said Housing Complex and upon handing over of the Owner's allocated area, the Owners and the Developer and their nominees shall pay property tax and/or municipal rates and taxes of whatsoever of nature with regard to their respective allocated areas of the said Housing Complex.

#### IV. TITLE DOCUMENTS

- 1. It is agreed and recorded that the Owners have given inspection of original title deeds together with abstract of title and report of title of the said. Premises morefully described in the Schedule stated hereunder and the Developer is satisfied in respect thereof.
- 2. The Owners undertake to answer all questions and/or requisition and shall also give explanation and clarification in respect of marketable title of the said Premises.



3. It is agreed and recorded that the Owners shall deposit all original title deeds with Mr. C.K. Jain who shall produce as and when required for the purpose of development of the said premises and shall give inspection of all other original ancillary Documents of title together with original Deeds of Conveyance in respect of the said Premises as and when required by the Developer and the Owners shall give copies of the same to the Developer.

### V. COMMENCEMENT

It is agreed and recorded that this agreement shall commence upon execution hereof and shall continue in force till the fulfilment of all the terms and conditions by the Owners and the Developer as envisaged herein.

#### VI. APPOINTMENT

- 1. The Owners herein hereby appoints the Developer as the builder and/or developer for carrying out the development at the "said Premises" as per the sanctioned plan or plans subject to the terms and conditions recorded herein.
- 2. The Developer hereby accepts its appointment as the Developer in respect of the "said Premises" and further agrees to carry out the



development of the said Housing Complex in the manner and on the terms as envisaged herein.

3. The Owners hereby permit the Developer to enter upon the said Premises for the purpose of development and construction of the said Housing Complex on the terms and conditions as envisaged herein.

#### VII. DEMOLITION OF EXISTING STRUCTURE

- 1. It is agreed and recorded that the Owners shall engage competent contractor to pull down the whole existing structures at the said Premises in a workmanlike and skilful manner and shall remove all building materials including stones, bricks and rubbles and shall keep the said Premises cleared of all things and in a levelled condition.
- 2. It is agreed and recorded that while pulling down buildings and structures and clearing the said Premises, the Owners contractor shall ensure to observe all the rules and regulations of the local authorities and will not cause damage to the adjoining properties.
- 3. It is agreed and recorded that all sale proceeds of demolished materials and scrap after deducting all costs and expenses shall be appropriated by the Owners.



4. It is agreed and recorded that the work of demolition and removal of materials and the levelling shall be done in such manner as may be convenient and practical within two months from the date of sanction of the plan or plans as the case may be.

#### VIII. PERMISSIONS/APPROVALS BY THE DEVELOPER

It is agreed and recorded that save and except conversion of the said premises and grant of NOC under U.L.C.A which the Owners shall obtain at their own cost and expenses, the Developer for and on behalf of the Owners shall apply and obtain at its costs and expenses all other necessary consents, approvals, permissions, licences and sanction of the plan or plans including but without limitation those required to be given by the State of Government department and Kolkata Municipal Corporation or anybody constituted under the law or regulatory authority in respect of the said Premises without any conditions and restrictions regarding the use, development and occupation of any areas of the said Housing Complex therein for construction of the said Housing Complex and Owner shall remove all hurdles in the way of development of the same as envisaged herein on in respect of the title of the said premises to enable the Developer to erect and construct the said Housing complex without any restrictions and obstructions whatsoever.



#### IX. COSTS FOR CONSTRUCTION/FINANCE

- 1. All costs, charges and expenses of whatsoever nature in respect of carrying out construction and completion of the said Housing Complex including approvals, permissions and fees for sanction of the plan or plans shall be borne and paid by the Developer and the Owners shall not be liable to incur any kind of expenses in this regard.
- 2. That the Developer shall invest and arrange required finances for construction and completion of the said Housing complex from its own resources.
- 3. It is agreed and recorded that the Developer alone shall be liable to repay entire advance together with interest thereon if any taken by the Developer and the Owners shall not be liable in any manner in respect of the said advance if any taken by the Developer.
- 4. That the Developer may arrange required finances for construction and completion of the said Housing complex either from its own resources or from any Banks and/or financial institutions. Provided however It is made clear that the Developer may borrow the finance after sanction of the plan and commencement of construction of the housing complex from any Bank or Institution by mortgaging and/or creating charge on the Developer's

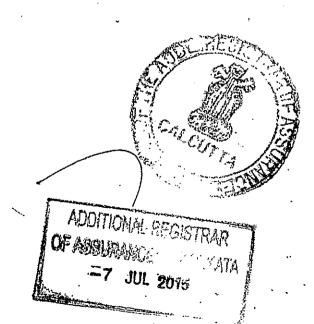


Allocation only to secure the finance required by the Developer and the Developer shall sign and execute any documents required for the aforesaid purpose. Provided further the owners may deposit Original Title Deeds with Bank subject to however the Owners shall have absolute right to sell and transfer their allocated areas without any objection whatsoever from such Bank.

5. It is agreed and recorded that the Developer alone shall be liable to repay entire loans together with interest thereon to the Banks and/or financial institutions and the Owners shall not be liable in any manner in respect of the said loan provided however Owner's allocated area shall be kept free from said mortgage, charges and other encumbrances whatsoever. In case owing to any loans or finances obtained by the Developer, the Owners suffer any losses or damages due to any non repayment, delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of its obligations in respect of any such loan or liability whatsoever, the Developer shall indemnify and keep the Owners saved harmless and indemnified in respect thereof.

## X. MANNER OF CONSTRUCTION BY DEVELOPER

1. That the Developer shall appoint and engage professional team of reputed Architects & Designers in consultation with the Owners to cause



preparation of plans and all other persons required for construction of the said. Housing complex in phases and on such terms and conditions as the Developer may think fit and proper and the Developer shall bear and pay their fees, remunerations, wages, salaries and all other expenses of whatsoever nature in respect thereof.

That the Developer will cause to be prepared all plans, drawings, 2. specifications applications and other papers and documents in such form and manner as may be required from time to time for the purpose of utilizing of maximum FAR and shall apply to obtain necessary permissions and sanction from the Appropriate Municipal Authorities of The Kolkata Municipal Corporation and or other authorities for development of the said Premises by way of erection and construction of High rise green building in the said Housing Complex comprising of various residential buildings and provide specifications therein tentatively fixed as per description provided in the Fifth Schedule hereunder written with right to make modifications thereto, provided however it is agreed by and between the parties hereto that all such permissions, consents, approvals and sanctions shall be obtained by the Developer for and on behalf of the Owner from the appropriate authorities and Developer shall bear and pay all costs, charges fee, expenses as may be required in connection with the sanction of the plans of the said 'Housing Complex' and the Owners shall extend full support and cooperation as may be required from time to time.



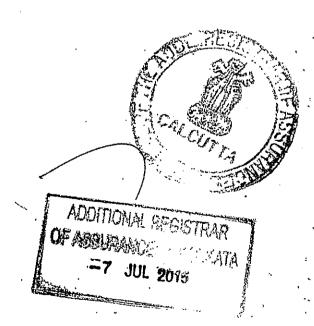
- 3. The Owners shall sign and execute from time to time through out the course of development all such papers and documents at the instance and/or request of the Developer for the purpose of obtaining such sanction/approval or permissions of the plans together with modifications thereof or any other work in connection with the development and construction of the said Housing complex at the said Premises which are required to be signed by the Owners for the purpose and fulfilment of the terms of this agreement.
- 4. That the Developer shall appoint and employ the building contractors and sub-contractors to carry out the construction of the said Housing complex and the Developer will take all steps necessary to effectually procure the due performance and observance of the obligations and dulies of the building contractor or sub-contractor as the case may be.
- 5. That the Developer for and on behalf of the Owners shall be entitled to apply for and obtain Electric, water, sanitary, gas, telephone and other connection and/or any amenities and facilities of whatsoever nature as may be required in the said Housing Complex at its own cost and the Owners hereby accord consent and further agree to extend all necessary cooperation to the Developer for obtaining the same.



- 6. That the entire construction work of the said Housing complex at the said Premises shall be with the knowledge and approval of the reputed architects appointed by the Developer and all materials required to be used for construction of the said Housing complex shall be of best quality which shall be approved by the said architects.
- 7. It is agreed and recorded that in view of what is stated hereinabove the Developer agrees to construct and complete the said Housing complex in accordance with the plan or plans to be sanctioned by the appropriate authorities of The Kolkata Municipal Corporation.

#### XI. DURATION FOR COMPLETION

- permission to the Developer for the Purpose of carrying out construction of the said Housing Complex at the said Premises in accordance with the plan or plans to be sanctioned by the appropriate authorities of The Kolkata Municipal Corporation or any other authorities as the case may be.
- It is agreed and recorded that the Developer shall immediately upon receipt of N.C.C. under U.C. (Ceiling and Regularly) Act, 1976 shall submit the plans of the said Housing Complex before the concerned authorities of The Kolkata Municipal Corporation for necessary sonctions.



- 3. The Developer shall make best efforts to obtain necessary sanction of the plans of the soid Housing Complex from The Kolkata Municipal Corporation and all other concerned authorities of the said Housing Complex as early as possible but within 12 (twelve) months from the date of submission of plan for sanction.
- 4. It is agreed and recorded that the Developer shall complete the construction of the entire said Housing Complex in phase wise manner at the said Premises within 5 (five) years from the date of sanction of plan provided however Foundation and Plinth of major part of the said Housing Complex shall be completed by the Developer within 24 months from the date of sanction of the Plan.

### XII. SPACE ALLOCATION

In consideration of the development of the entire Housing Complex at the said Premises to be done in a phased manner by the Developer at its own costs and expenses which includes Owner's Allocation and in consideration of the said Premises provided by the Owners as envisaged herein it is agreed by and between the Owners and the Developer that the entire constructed areas of the said Housing complex shall be divided and apportioned in the manner as stated hereunder:-



- 42% of the constructed areas of the said Housing Complex together with all the common areas, amenities and facilities therein more fully described in the <u>Second Schedule</u> hereunder and together with undivided proportionate impartible share of the land of the said Premises appertaining thereto shall belong to the Owners hereinafter called the "Owner's Allocation".
- ii) 58% of the constructed areas of the said Housing Complex together with all the common areas amenities and facilities therein more fully described in the <u>Second Schedule</u> hereunder and together with undivided proportionate impartible share of the land of the said Premises appertaining thereto shall belong to the Developer hereinafter called the "Developer's Allocation".

Provided however it is made clear that the apportionment of the constructed areas of the said Housing Complex shall be done in proportion of constructed area as may be mutually decided in the said Housing Complex.

2. It is agreed and recorded that the entire common areas, car parking areas open areas, roofs and all other areas together with common amenities and facilities/equipments of whatsoever nature of the said Housing complex shall also belong to the Owners and the Developer in the said proportion i.e. 42% to the Owner and 58% to the Developer.



- 3. It is agreed and recorded that the Owners and Developer shall demarcate and delineate their respective allocated areas of the said Housing Complex immediately after sanction of the Plan.
- 4. It is agreed and recorded that owner's allocation i.e. 42% of the said constructed area in the said Housing Project shall belong to the said seven co-owners in the following proportion:-

		42% of the constructed area
(vii)	Sweta Shah	5.25% of the constructed area
(VI)	Mayank Shah	5.25% of the constructed area
<b>(</b> ∨)	Shweta Shah	5.25% of the constructed area
(i∨)	Saurav Shah	5.25% of the constructed area
(iii)	Nisha Shah	5.25% of the constructed area
(ii)	Rajiv Shah	5.25% of the constructed area
(i)	Shah Projects Pvt. Ltd.	10.5% of the constructed area

## XIII. SECURITY DEPOSIT & ADVANCE

1. It is agreed and recorded that for the purpose of fulfilling its obligations as stated herein the Developer have deposited an interest free refundable Security Deposit of a sum of Rs.7,00,00,000/- (Rupees Seven Crores) only with the Owners. The receipt whereof are hereby acknowledged by the Owners.



- 2. It is agreed and recorded that 90% (ninety percent) of the aforesaid amount of interest free Security Deposit of Rs.7,00,00,000/- (Rupees Seven Crores) only shall be refunded by the Owners to the Developer by paying 50% (fifty percent) of the saie proceeds starting with the first sale of Flat units in the Owners Allocation to the Developer until repayment of 90% (ninety percent) of the security deposit i.e. Rs.6,30,00,000/- (Rupees Six Crores Thirty Lakhs) only is completed. After repayment of 90% (ninety percent) of the said interest free Security Deposit is completed, the Owners will forthwith become entitled to receive the entirety of sale proceeds of the owners allocation.
  - 3. It is further agreed and recorded 10% (ten percent) of the interest free security deposit i.e. Rs.70,00,000/- (Rupees Seventy Lakhs) only shall be refunded by the Owners within 60 (sixty) days of completion of the New Buildings and other areas (both open and covered) of the said Housing Complex and upon the Developer obtaining final completion/ occupancy. Certificate in respect thereof from the concerned municipal or other authorities and upon completion of all finishing works of the New Buildings and other areas (both open and covered) of the said Housing Complex.

# XIV. SALE AND TRANSFER OF CONSTRUCTED AREAS

1. That in consideration of development of the said Premises the .

Owners and the Developer shall be entitled to sell and transfer their



- 1. That in consideration of development of the said Premises the Owners and the Developer shall be entitled to sell and transfer their respective allocated residential areas and other constructed areas of the said Housing complex to be constructed at the said Premises unto and in favour of the intending purchasers and they shall also be entitled to take advances pending construction of the said Housing Complex at the said Premises.
- 2. Subject to completion of the said Housing Complex by the Developer the Owners and the Developer shall have vested right in respect of their respective allocated constructed areas of the said Housing complex together with undivided proportionate impartible share of the land in the said Premises appertaining thereto to be identified by entering into an Allocation Agreement after sanction of Plan and the Owner and the Developer shall execute and register their respective Deeds or other Documents as may be required from time to time unto and in favour of the intending purchasers.
- 3. It is agreed and recorded that the Owners and the Developer both shall be entitled to convey, transfer by way of sale their respective allocated constructed areas of the said Housing complex together with undivided proportionate impartible share in land of the said Premises appertaining thereto and all rents, issues, and profits arising in respect thereof shall be appropriated in respect of their respective allocated constructed area of the



said Housing complex provided however simultaneously with the execution of the Deeds of Conveyance by the Owner unto and in favour of the nominees of the Developer, the Developer shall ensure that the Owners are in occupation of its allocated areas as stated hereinabove.

- Developer the Owners hereby agree and undertake to convey transfer assign and assure undivided proportionate impartible share of the land of the said Premises appertaining to the Flats/Apartments and other constructed areas of the said Housing complex allocated to the Developer in favour of the Developer or its nominee or nominees and the Owners shall execute and register the Deed or Deeds of Conveyance of undivided proportionate impartible share of the land of the said Premises appertaining to the constructed areas of the said Housing complex allocated to the Developer or its nominee or nominees at the costs and expenses of the Developer.
  - 5. That the Owners shall transfer by way of sale its allocated constructed areas of the said Housing Complex together with undivided proportionate impartible share of the land of the said premises appertaining thereto and the Developer shall join as a confirming party in the Deed or Deeds of Conveyances to be executed and registered by the Owners in respect of the constructed areas of the said Housing Complex forming part of



said Housing Complex allocated to the Owners unto and in favour of the Owners or their nominee or nominees who shall be intending Purchasers and the Owners shall convey and transfer undivided proportionate impartible share appertaining to its allocated constructed areas of the said Housing Complex.

### XV. COMMON EXPENSES & EDC

- 1. It is agreed and recorded that besides the consideration amount receivable by the Owners and the Developer for sale of flots, under their respective allocation, their respective nominees shall also be liable to pay the Common Maintenance Expenses(CAM) to the Developer or to the Maintenance in Charge as the case may be, for expenses commonly incurred in the Housing Complex more fully described in the Third Schedule hereunder written.
- it is further agreed and recorded that the nominees of the Owners and Developers Allocation shall also pay extra charges, taxes, Deposits, and the amounts on various accounts with the Developer herein which are more tully described in the Fourth Schedule hereunder written.

#### XVI. DELAYS



- 1. That the Developer shall complete the total construction of the said Housing complex at the said Premises within a period of 5 (five) years from the date of sanction of the plan as stated hereinabove.
- 2. That the Owners shall not do any acts deeds or things in course of construction whereby the Developer—shall be prevented and/or disturbed from—carrying out construction and completion of the said Housing complex at the said Premises in any manner whatsoever.
- 3. If any event occurs which is beyond the control of the Developer. Including but not limited to fire, flood, explosion, riot, terrorist acts, strike, war, acts of government or any circumstances outside the reasonable control of the Developer which results in delay in carrying out construction of the said Housing Complex as stated in this Agreement then and in such an event time, shall be extended to that extent to complete the construction of the said thousing Complex.
- 4. It has been agreed that in case of delay and/or default on the part of the Developer to complete the construction of the said Housing Complex subject to torce majeure within the time and/or completion of the said Housing Complex as agreed hereinabove, then the time for completion of such construction may be extended by maximum of one year and thereafter completion time shall not be further extended.



5. It is agreed and recorded that after completion of five years if the construction is not completed then only in case of Force Majeure additional period of !(one) year as stated above shall be extended to complete the construction of the said Housing Complex and thereafter the Developer shall pay damages for a sum of Rs.15 lacs per month proportionately depending upon the unconstructed area to the Owners till the completion of the said Housing Complex.

### XVII. MARKETING AND SALES

- The Owners and the Developer shall bear and pay all the costs charges and expenses of whatsoever nature in respect of marketing, advertising and promoting the said Housing complex in the ratio of 42% by the Owners and 58% by the Developer provided however it is made clear that the Owners shall not incure above expenses not more than 1% (one percent) of the sale proceeds of the Owner's allocated areas. The brokerage or commission for sale and transfer of the constructed areas of the said Housing complex shall also be borne and paid proportionately by the Owner and Developer in respect of their respective allocation.
  - It is agreed and recorded that the Owners and Developer and/or their respective intending Pyrchasers shall be liable to bear and pay works



contact, service tax, VAT or any other kind of tax or imposition or burden as may be payable and/or applicable.

#### XVIII. POWER AND RESTRICTIONS

- 1. That the Owners shall grant a Power of Attorney in favour of the Developer and/or its nominee or nominees to act on their behalf and to do all acts, deeds or things as may be required to be done by it in terms of this agreement only for the purpose of the development and construction of the said Housing Complex at the said Premises.
- 2. That during the subsistence of this agreement the Owners shall not let out or lease or mortgage or create any charge of the said Premises or any part thereof.
- 3. That the Owners hereby appoint the Developer to act as project manager with respect to the Development of the said Housing Complex.

# XIX. OBLIGATIONS OF DEVELOPER

1. That the Owners and Developer shall frame a scheme for the management and administration of the said Housing complex to be constructed at the said Premises and all intending purchasers and occupiers



shall abide by all the rules and regulations to be framed in connection with the management of the affoirs of the said Housing complex.

2. That as and when the construction of the Housing Complex or any Phase is completed by the Developer and the same is ready for occupation. the Developer shall give written notice to the Owners or their notified nominees as well as all the intending Purchasers to occupy their respective constructed areas in the said Housing complex and within 30 (thirty) days from the date of the said notice the Owner and Developer and their respective intending Purchasers shall be liable for payment of proportionate maintenance charges and Municipal rates and taxes and duties or any impositions payable in respect thereof.

# XX. DRAFTING OF DEEDS & DOCUMENTS

1. That all Agreements for Sale; Deeds of Conveyance and or other Documents which are required to be executed and registered for transfer by way of sale of the constructed areas together with undivided proportionate impartible share of the land appertaining thereto shall be drafted by C.K. Jain & Co., Sclicitor and Advocates of 7A. Kiran Sankar Roy Road. Kelkata—200001 which shall maintain uniformity in respect of the agreements, restrictions, stipulations, covenants, terms and condition for the use and occupation of the Flats/Apartments and other constructed areas of the said thousing complex and the Owners and Developer shall from time to time

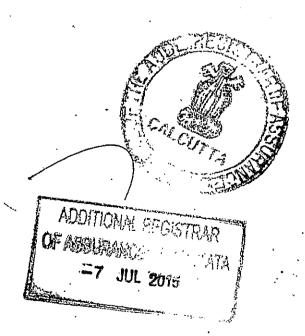


execute and register all such Agreements for Sale, Deeds of Conveyance and other Deeds and documents unto and in favour of intending Purchasers and shall do all other acts deeds, and things as may be necessary to implement and to enforce the same and to give full effect to the intention of the parties herein and for perfecting the powers and authorities herein expressly granted.

2. That the Owners and Developer shall not change after and/or deviate the said uniform Agreement for Sale, Deeds of Conveyance and/or other documents.

# XXI. SPECIFIC PERFORMANCE

- in case the Owners fail to execute the Deeds of Conveyance or conveyances in favour of the intending Purchasers of Developer's Allocation in respect of the Flats/Apartments and other constructed areas of the Housing complex then the Developer shall be entitled to file suit for specific performance and all the costs, damages, charges and expenses on account of filing of the suit and damages shall be payable by the Owner to the Developer.
- 2. In case the Developer tails to join and sign as Confirming Party in the Deeds of Conveyance or Conveyances in favour of the intending Purchasers or Owners' Allocation in respect of hals/apartments and other constructed



areas of the Housing complex then the Owner shall be entitled to file suit for specific performance and all the costs, charges and expenses on account of filing of the suit and damages shall be payable by the Developer to the Owner.

### XXII. NAME OF THE HOUSING COMPLEX

It is agreed and recorded that the said Housing Complex shall be named as may be mutually agreed upon.

## XXIII. JOINT DEVELOPMENT

It is agreed and recorded that this agreement will be treated as Joint Development agreement by and between the Owner and the Developer and the Developer shall have right to develop the said Premises on the terms as envisaged herein.

### XXIV, INDEMNITY

1. That the Owners shall keep the Developer indemnified against all liabilities of the said Premises and the Developer shall keep the Owners indemnified against damages that may arise in course of construction and completion of the said Housing complex at the said Premises.



- 2. The Developer will enforce the defects claims and demands against contractor or sub-contractor as the case may be within appropriate time and will hold proceeds of such claims.
- 3. It is agreed and recorded that Owners and the Developer shall mutually indemnify and keep indemnified each other against all actions suits losses, claims, damages, costs, charges, expenses that will be incurred or suffered by the Owner and Developer on account of or arising out of any breach of any of these terms or any law rules or regulations or otherwise howsoever.

## XXV. ARBITRATION AND GOVERNING LAW

All disputes and differences between the parties arising out of this agreement shall be referred to the arbitration of Mr. C. K. Jain in the exclusive jurisdiction of the Hon'ble High Court at Calcutta in accordance with the provisions of Arbitration and Conciliation Act 1996 together with modification thereof for the time being in force whose decision shall be final and binding on all the parties provided the same are not amicably settled.

#### XXVI. WAIVERS

No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any



other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

### XXVII. MODIFICATION

This Agreement may be modified only by a written document signed by both the parties. A purported oral modification shall not be effective.

## XXVIII. SEVERABILITY

The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of them shall not affect or impair the validity or enforceability of the remainder.

#### XXIX. ASSIGNMENT

The Agreement to which these terms and conditions relate and the rights and obligations hereunder may not be assigned or transferred by either, party without the prior written consent of the other party and any such attempted assignment or transfer shall be void.

## XXX: HEADINGS ...

Paragraph headings are for the purpose of convenience and identification only and shall not be used to interpret or construe this Agreement.



#### THE FIRST SCHEDULE ABOVE REFERRED TO:

#### (SAID PREMISES)

ALL THAT the Municipal Premises No. 037, Chanditalla Main Road, Kolkata – 700053 and mailing address being 21, Chanditalla Main Road, Kolkata – 700053 confaining an area of 208 Cottahs be the same a little more or less TOGETHER WITH partly rented dwelling house for residential use and dilapidated shed with brick wall and asbestos roof admeasuring 27,000 Sq.ft. all having cemented floor standing thereon situate and lying in Ward No.116 of the Kolkata Municipal Corporation, P.S.- Behala, P.O. New Alipore, under R.S. Dag Nos. 81(area 199 Decimals), 82 (area 44 Decimals), 81/1092 (area 3-Decimals). 114 (area 82 Decimals) and 113/528 (area 16 Decimals). R.S. Khatian Nos. 566, 586 and 344, Mouza Siriti, J.L. No.11, District South 24-Parganas and butted and bounded in the manner following, that is to say:

ON THE NORTH

Kanchan Apartment

36/B/4, Chanditalla Main Road, Kolkata-700053;

ON THE SOUTH

Partly Chanditalla Main Road and

A K Enterprise, 23, Chanditalla Main Road, Kol-53;

ON THE EAST

Sarada Pally Basti ;

ON THE WEST

Chanditalla Main Road;



### THE SECOND SCHEDULE ABOVE REFERRED TO:

### (COMMON AREAS, FACILITIES AND AMENITIES)

- AC Community Hall with lawn
- AC Indoor Games Room having TT. Carom, Board Games and Pool Table
- Well equipped AC Gymriasium
- Swimming Pool
- AC Home Theatre
- Indoor Toddlers Zone
- Landscaped Garden with Adda Zone
- Outdoor Children's Play Area
- Common Multipurpose Roof in Each Block
- Modern Fire Fighting System
- Common Toilet for domestic help
- Central Garbage Collection System
- 24.Hours-Security Systems
- Visitors Car Parking
- 24 Hours Power Backup
- 24 Hours Filtered Water Supply
- Facility Management Service office with storage area
- Cable Line

1.

Intercom Facility

## THE THIRD SCHEDULE ABOVE REFERRED (O : (COMMON EXPENSES)

Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in



good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.

- 2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike mariner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the respective buildings of the complex and decorating and colouring all such parts of the property as usually are or ought to be.
- 3. Keeping the gardens and grounds of the property generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or. fence.
- 4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
- Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
- 6. Paying such workers as may be necessary in connection with the upkeep of the complex.
- 7. Insuring any risks.
- 8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the complex.
- Cleaning as necessary of the areas forming parts of the complex.



- 10: Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the complex and providing such additional apparatus as the builder may think fit.
- 11. Maintaining and operating the lifts.
- 12. Providing and arranging for the emptying receptacles for rubbish.
- 13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the various buildings of the complex or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
- 14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the "same is not the liability of or attributable to the Unit of any individual owner of any Unit.
- 15. Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
- 16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
- 17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the owner/occupier of any flat/flats.



- 18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Builder may from time to time be considered necessary for the carrying out of the acts and things mentioned in this Schedule.
- 19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
- 20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management Company/Association it is reasonable to provide.
- 21. In such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
- 22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organisation for the owners of the Units and shall only be applied in accordance with the decision of the Holding Organisation.
- 23. The charges/fees of any professional Company/Agency appointed to carry out maintenance and supervision of the complex.
- 24. Any other expense for common purpose.

# THE FOURTH SCHEDULE ABOVE REFERRED TO: (DEPOSITS/EXTRA CHARGES/TAXES)

 Special Amenities/Facilities: provision of any special amenities/facilities in the common portions including Club Facilities and Development charges etc.



- Upgradation of fixtures and fittings: improved specifications of construction of the said complex over and above the Specifications described.
- Sinking Fund:
- Transformer and allied installation: Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments.
- Diesel Generator Charges.
- Legal Charges.
- Taxes: deposits towards Municipal rates and taxes, etc.
   Stamp Duty, Registration Fees, Service Tax and any other tax and imposition levied by the State Government, Central Government or any other authority
- Common Expenses/Maintenance Charges/Deposits: proportionate share
  of the common expenses/maintenance charges as may be levied.
- Formation of Association/Holding Organization
- Electricity Meter: Security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Complex, at actual.
- Internal Layout Change: any internal change made in the layout of the
   Owner's Allocation and/or upgradation of fixtures and fittings.

# THE FIFTH SCHEDULE ABOVE REFERRED TO : (SPECIFICATIONS)

- RCC Framed Structure
- > Doors -
  - Decorative Main Door
  - Other doors Flush doors
- Windows Anodized/Powaer Ccated Aluminum with clear glazing.



### > Flooring -

- Vitrified files Flooring in Living & Dining Area
- Bedrooms Vitrified Tiles Flooring of 2 x 2 ft

#### > Electricols-

Concealed Wiring with modular switches of reputed make.
 Provision for telephone, television points.

#### Kitchen -

- Ficoring Anti Skid Vitrified Tiles
- Electrical Concealed Wiring with modular switches of reputed make.
- Counter Granite Slab with a stainless steel sink with drain board, Wall tiles up to 2 ft height on all around wall over granite counter.
- Water Filter Point. Geyser Points. Exhaust Fan Point. Chimney
   Point
- Provision for Outlets for Exhaust Fan and Chimney.

#### > Toilet-

- Flooring- Anti Skid Vitrified Tiles.
- Granite Basin Counter in master bedroom only.
- Wall- Dado in ceramic tiles up to door height.
- Sanitary ware of Hindware / Parry ware or equivalent brand.
- Sleek C P Fittings: from Jaquar or equivalent make
- Electrical- Concealed Wiring with modular switches of reputed make, provision for light, geyser and exhaust points.

### interrial Walls - POP Finish.

- Litts- Auromatic High Speed elevators of reputed make.
- Outgoor Finish Partly claded in Stone looks and balance in Paint



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

SIGNED SEALED AND DELIVERED

FOR SHAH PROJECTS PRIVATE LIMITED

Director

by the OWNERS at Kolkata

In the presence ot:

1. Samon Kumar Das. FA, Kiron Showhar Roy Road

Nolhala . Foo out

2, Avid Sarramage

2021 Jenor Road

CHyanlake bravden K81-700087

Mayork Mah Justa Shah

SIGNED SEALED AND DELIVERED

by the DEVELOPER of Kolkata

in the presence of :

1. Sam ar Kumor Das.

2. AnitScreamap 202, Jesson Rose

Chyam Lake garden.

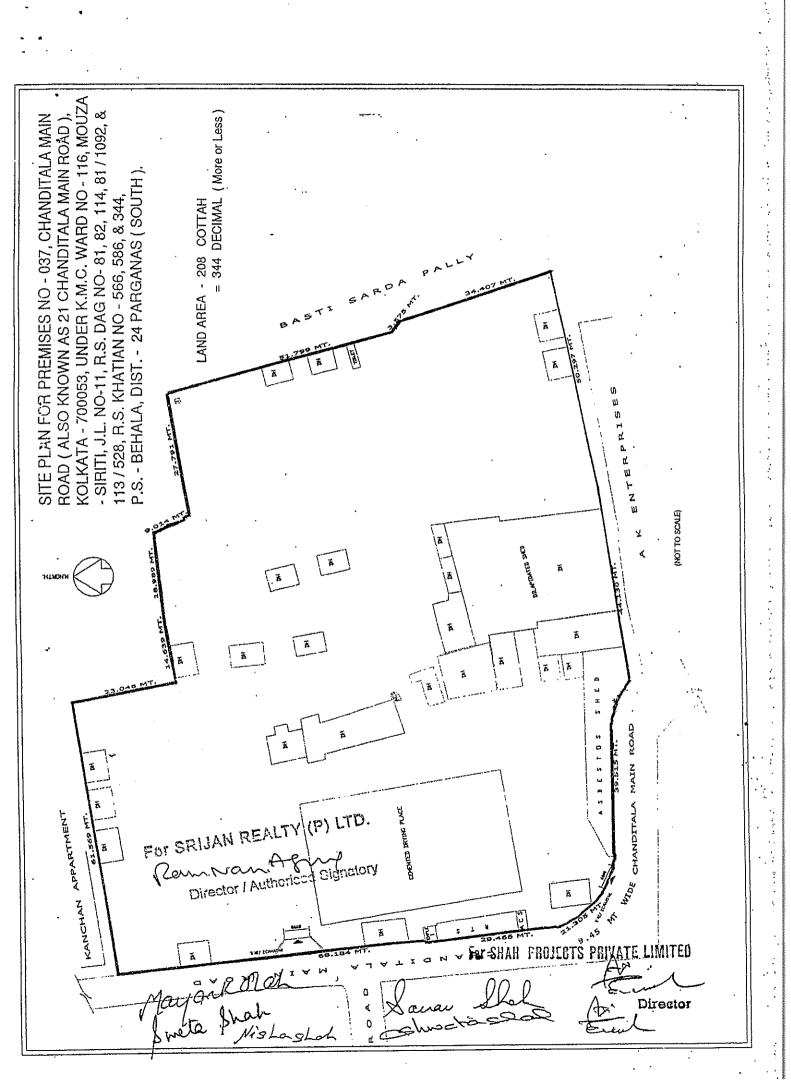
Kd - 700089

For SRIJAN REALTY (P) LTD.

RannanAfry. Director / Authorised Signatory

Drafted by TA KS. Any Road Kolkata - Tocool







### SPECIMEN FORM FOR TEN FINGER PRINTS

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### SPECIMEN FORM FOR TEN FINGER PRINTS

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### ভারতের নির্বাচন কমিশন

পরিচয় পর ELECTION COMMISSION OF INDIA IDENTITY CARD

BLG2688000



নির্বাচকের নাম

মণীয বাজোরিয়া

Elactor's Name

Manish Bajoria

পিডার মাম

মাধ্ব প্ৰসাদ

Father's Name

বাজোরিয়া Madhav Prasad Bajoria

শিশ/Scx

યુ√ M

জন্ম তারিখ Date of Birth

23/05/1979

Houngs Dojuse

### BLG2688000

345ra/209/il4a, শীক্ষন হৈছিটের এনক্রেড, আট্যড়া, আমারহটি গোপাদপুর, বাচইআটি, উত্তর ২৪ পরগণা-700136

Address:

345RAJ/BOWFL4A, SRIJAN HERITEGE ENCLAVE, ATGHARA, RAJARHAT GOPALPUR, BAGUIATI, NORTH 24 PARGANAS- 700136

Date: 05/12/2013

115-মাজারখ্যে নিউটাউন নির্বাচন ক্ষেত্রের নির্বাচক নির্বাচন আধিকারিকের খাকরের অনুকৃতি Facsimile Signature of the Electoral Registration Officer for

115-Rajarhat New Town Constituency

विकास गहिराकी दान राष्ट्रण विकास एकोस्न निर्देशक राजाय के आकरें सम्बद्ध ग्रम्था अधिव गहिरुवनक गोठहाड काम विभी करने और गहिरुवनाहरू महत्ति केतान करना

In case of change in address mention this Card No. in the relevant Form for including your name in the roll at the changed address and to obtain the card with same number.





#### Government of West Bengal

# Department of Finance (Revenue), Directorate of Registration and Stamp Revenue OFFICE OF THE A.R.A. - I KOLKATA, District Name: Kolkata Signature / LTI Sheet of Query No/Year 19010000425584/2015

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

[			5) dathtaing the Excoation		
SI	Name of the Executant	Category	Photo	Finger Print	Signature with
No.				233/	date
ESENTANT	Mr Rajiv Shah 16/8, Mondal Temple Lane, Block-P, P.O:- New Alipore, P.S:- New Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700053	Land Lord			07/07/15-
Si	Name of the Executant	Category	Photo	Finger Print	Signature with
No.					date
2	Smt Nisha Shah 16/8, Mondal Temple Lane, Block- P, P.O:- New Alipore, P.S:- New Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700053	Land Lord		4852	Wishashah 7.7.15
ŞI	Name of the Executant	Category	Photo	Finger Print	Signature with date
No.		D	`		
3	Mr Rajiv Shah 1, Sardar				
	Shankar Road, P.O:-	ative of Land Lord	:		•
	Kalighat, P.S:-	[Shah			
	Tollygunge, District:- South 24-Parganas,	Projects	, ,	`.,	
	West Bengal, India, PIN - 700026	Pvt. Ltd. ]	·		



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

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SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date		
4	Mr Saurav Shah 16/8, Mondal Temple Lane, Block-P, P.O:- New Alipore, P.S:- New Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700053	Land Lord			Samon Stoll 7/7/15		
SI No.	Name of the Executant	Category		Finger Print	Signature with date		
5	Smt Shweta Shah 16/8, Mondal Temple Lane, Block-P, P.O:- New Alipore, P.S:- New Alipore, District:-South 24-Parganas, West Bengal, India, PIN -	Land Lord		7557	2002-backes 200)		
SI No.	Name of the Executant	Category		Finger Print	Signature with date		
	Mr Mayank Shah 16/8, Mondal Temple Lane, Block-P, P.O:- New Alipore, P.S:- New Alipore, District:-South 24-Parganas, West Bengal, India, PIN -	Land Lord	(a)	1555	Mayor 190h		



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

	I. Signature of the Person(s) admitting the Execution at Private Residence.					
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date	
7	Smt Sweta Shah 16/8, Mondal Temple Lane, Block-P, P.O:- New Alipore, P.S:- New Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700053	Land Lord		4884	Sineta Shah. TIRIS	
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date	
8	Mr Ram Naresh Agarwal 36/1A, Elgin Road,, P.O:- Lala Lajpat Rai Sarani, P.S:- Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN - 700020	Represent ative of Developer [SRIJAN RELTY PVT. LTD. ]		4554	Coursamagn 7/7/12/15	
SI No.	Name and Address of identifier		Identifier o	f	Signature with date	
	Mr Manish Bajoria Son of Late Madhav Prasad Bajoria 345, Rajarhat Main Road, P.S.:- Baguihati, P.O:- Baguihati, P.S:- Rajarhat, District:-North 24- Parganas, West Bengal, India, PIN - 700136		Mr Rajiv Shah, Smt Nisha S Shah, Mr Saurav Shah, Smt Mayank Shah, Smt Sweta S Naresh Agarwal	Shweta Shah, Mr	Yanish Bayasia. Ox:02:2015	

(Dinabandhu Roy)

ADDITIONAL REGISTRAR

OF ASSURANCE

OFFICE OF THE A.R.A. - Î

KOLKATĄ

Kolkata, West Bengal



### Govt, of West Benga Directorate of Registration & Stamp Revenue e-Challan®

GRN:

19-201516-001008548-1

Payment Mode Conline Payment

GRN Date: 07/07/2015 14:26:50

IDBI Bank

BRN:

66972158

BRN Date: 07/07/2015 14:30:14

DEPOSITORS DETAIL

Id No.: 19010000425584/1/2015

[Query No./Query Year]

Name:

SRIJAN REALTY PRIVATE LIMITED

Contact No.:

Mobile No.:

E-mail:

accounts@srijanrealty.com

Address:

36MA, ELGIN ROAD, KOLKATA-700020

Applicant Name Org C K JAIN AND COMPANY

Office Name:

Office Address:

Status OF Depositor:

Buyer/Claimant

Purpose of payment / Remarks

Sale Development Agreement or Construction agreement

### PAYMENT DETAILS

. SI.	Identification	Head of AVC Head of AVC A	mount[ ₹]
No.	No.	Description .	
1	19010000425584/1/2015	Property Registration 0030-03-104-001-16 Fees	770094
2	19010000425584/1/2015	Property Registration- Stamp duty 0030-02-103-003-02	74921

845015

In Words:

Rupees Eight Lakh Forty Five Thousand Fifteer



### Seller, Buyer and Property Details

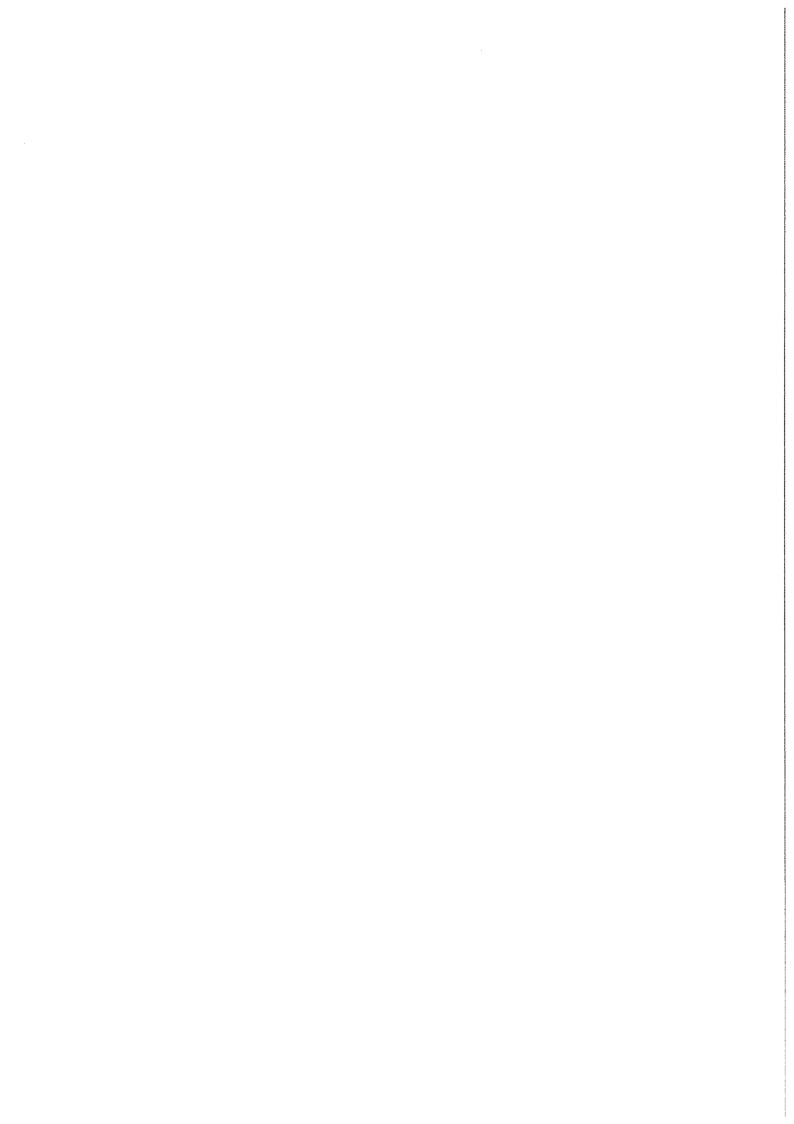
### A. Land Lord & Developer Details

0 As 100	TO CONTRACTOR PROPERTIES OF THE PROPERTY OF TH
SL No.	Name, Address, Photo, Finger print and Signature
1 -	Mr Rajiv Shah Son of Mr Gyarsi Lal Shah 16/8, Mondal Temple Lane, Block-P, P.O:- New Alipore, P.S:- New Alipore, District:-South 24-Parganas,
	West Bengal, India, PIN - 700053  Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ALJPS6781N,  Status: Self
·	Date of Execution: 07/07/2015  Date of Admission: 07/07/2015  Place of Admission of Execution: Pvt. Residence
_2	Smt Nisha Shah Wife of Mr Rajiv Shah 16/8, Mondal Temple Lane, Block- P, P.O:- New Alipore, P.S:- New Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700053
	Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AMAPS5067K, Status: Self Date of Execution: 07/07/2015  Date of Admission: 07/07/2015
	Place of Admission of Execution : Pvt. Residence
3	Shah Projects Pvt. Ltd.  1, Sardar Shankar Road,, P.O:- Kalighat, P.S:- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700026  PAN No. AABCN2989H,  Status: Organization  Represented by (1-3) representative as given below:-
1-3 (1)	Mr Rajiv Shah Son of Mr Gyarsi Lal Shah 1. Sardar Shankar Road, P.O:- Kalighat, P.S:- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700026 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ALJPS6781N, Status: Representative Date of Execution: 07/07/2015 Date of Admission: 07/07/2015 Place of Admission of Execution: Pvt. Residence

	Proutence long long long long long long long long
ŞL No.	Name, Address, Photo, Finger print and Signature
4	Mr Saurav Shah Son of Mr Rajiv Shah 16/8, Mondal Temple Lane, Block-P, P.O:- New Alipore, P.S:- New Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700053 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AMAPS3643P, Status: Self Date of Execution: 07/07/2015 Date of Admission: 07/07/2015
5 .	Place of Admission of Execution: Pvt. Residence  Smt Shweta Shah  Wife of Mr Saurav Shah  16/8, Mondal Temple Lane, Block-P, P.O:- New Alipore, P.S:- New Alipore, District:-South 24-Parganas,  West Bengal, India, PIN - 700053  Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AHDPM6429R,  Status: Self  Date of Execution: 07/07/2015  Date of Admission: 07/07/2015  Place of Admission of Execution: Pvt. Residence
6	Mr Mayank Shah Son of Mr Rajiv Shah 16/8, Mondal Temple Lane, Block-P, P.O:- New Alipore, P.S:- New Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700053 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AJIPS8151M, Status: Self Date of Execution: 07/07/2015 Date of Admission: 07/07/2015 Place of Admission of Execution: Pvt. Residence
7	Smt Sweta Shah Wife of Mr Mayank Shah 16/8, Mondal Temple Lane, Block-P, P.O:- New Alipore, P.S:- New Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700053 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ACZPA9574G, Status: Self Date of Execution: 07/07/2015 Date of Admission: 07/07/2015 Place of Admission of Execution: Pvt. Residence

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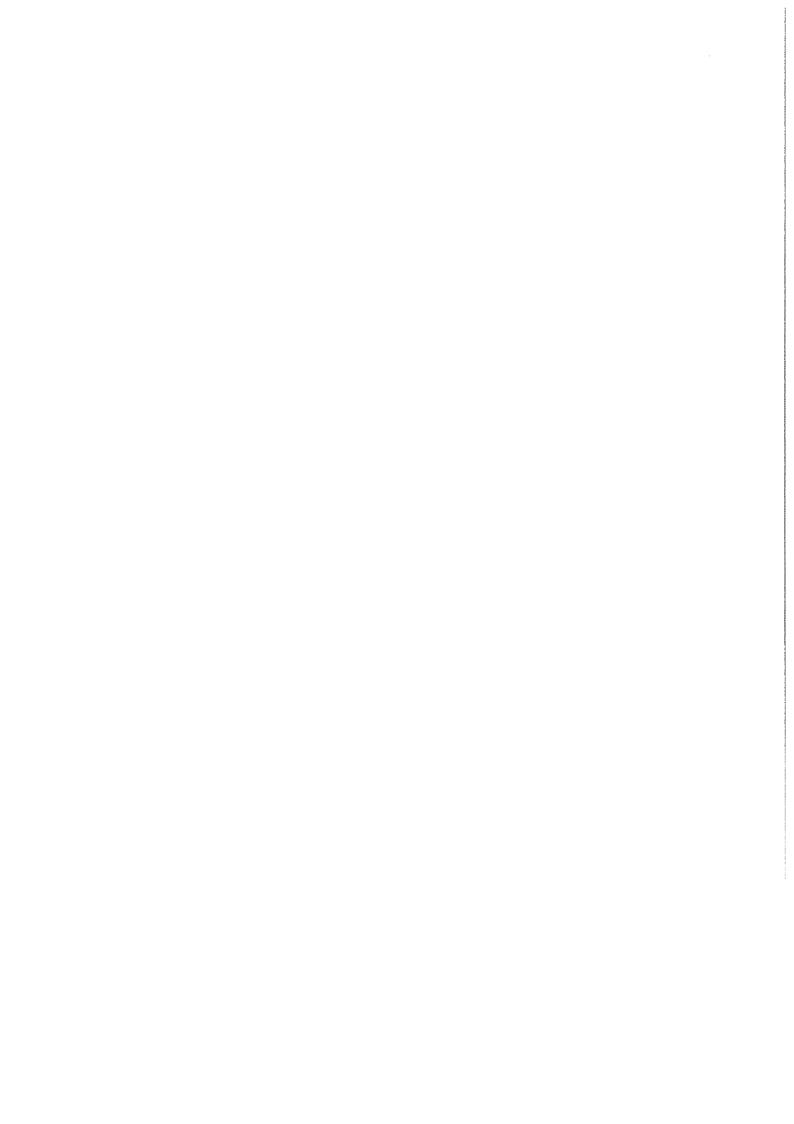
SL No.	Name, Address, Photo, Finger print and Signature
1	SRIJAN RELTY PVT. LTD.  36/1A, Elgin Road, P.O Lala Lajpat Rai Sarani, P.S Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020  PAN No. AAHCS6112K,  Status: Organization  Represented by representative as given below:-
1(1)	Mr Ram Naresh Agarwal Son of Late Nand Kishore Agarwal 36/1A, Elgin Road,, P.O:- Lala Lajpat Rai Sarani, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ACYPA1903G, Status: Representative Date of Execution: 07/07/2015 Date of Admission: 07/07/2015 Place of Admission of Execution: Pvt. Residence

# B. Identifire Details

্ ক্রেড্রা		ikaldentitienDetailst santes istal	
SL No.	ldentifier Name & Address	Identifier of	Signature
1	Mr Manish Bajoria Son of Late Madhav Prasad Bajoria 345, Rajarhat Main Road, P.S.:- Baguihati, P.O:- Baguihati, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700136 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,	Mr Rajiv Shah, Smt Nisha Shah, Mr Rajiv Shah, Mr Saurav Shah, Smt Shweta Shah, Mr Mayank Shah, Smt Sweta Shah, Mr Ram Naresh Agarwal	

# C. Transacted Property Details

Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
						1 2

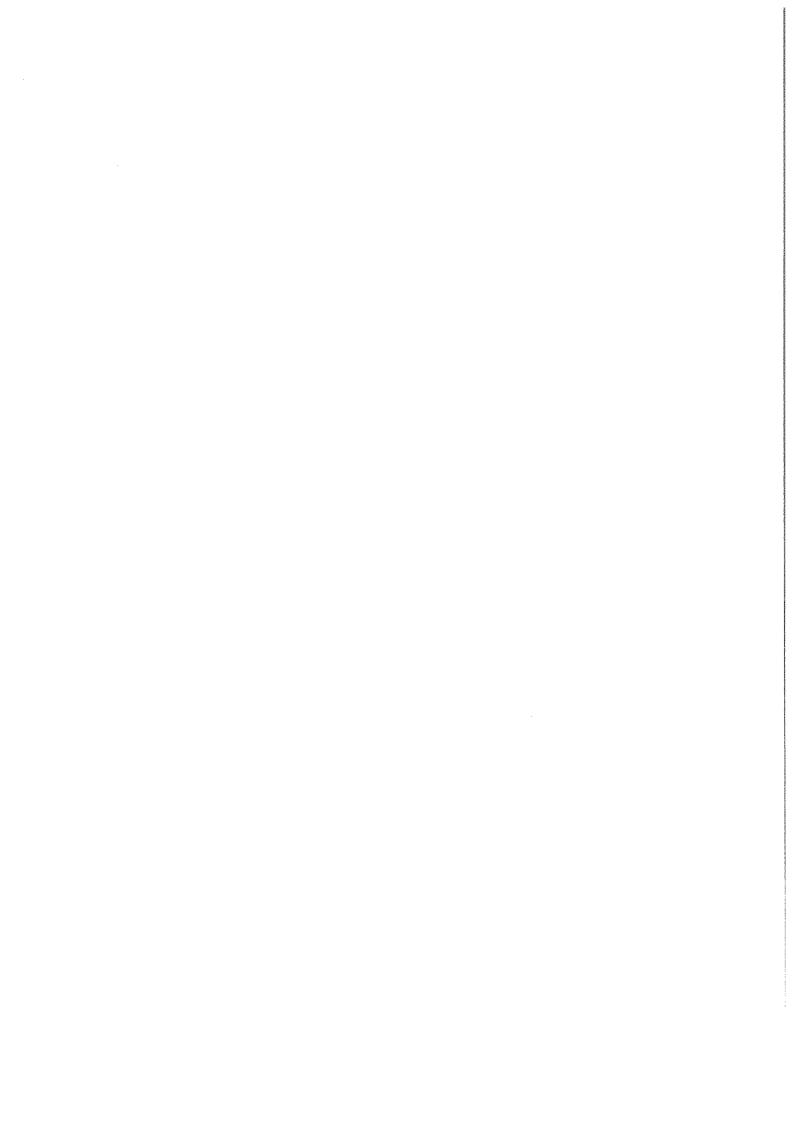


Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
	District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Chanditala Main Road, , Premises No. 37, Ward No: 116		208 Katha	4,00,00,000/-		Proposed Use: Bastu, Property is or Road Adjacent to Metal Road, Encumbered

Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details'
S1	On Land L1	27000 Sq Ft.	3,00,00,000/	14,14,40,09 1/-	Structure Type: Structure Tenanted,
-	Floor 0	27000 Sg Ft.			Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete

		1		
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area
· L1	Mr Mayank Shah	SRIJAN RELTY PVT. LTD.	42.9	12.5
	Mr Rajiv Shah	SRIJAN RELTY PVT. LTD.	42.9	12.5
	Mr Saurav Shah	SRIJAN RELTY PVT. LTD.	42.9	12.5
	Shah Projects Pvt. Ltd.	SRIJAN RELTY PVT. LTD.	85.8 <sup>-</sup>	. 25
	Smt Nisha Shah	SRIJAN RELTY PVT. LTD.	42.9	12.5
	Smt Shweta Shah	SRIJAN RELTY PVT. LTD.	42.9	12.5
	Smt Sweta Shah	SRIJAN RELTY PVT. LTD.	42.9	12.5

498	The fall of the second second	Roperty/from): Land Lorg to Devel	oper visit in the	
Sch No.	Name of the Land Lord	Name of the Developer	Transferred	Transferred
			' Area	Area in(%)



Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
S1	Mr Mayank Shah	SRIJAN RELTY PVT. LTD.	3375 Sq Ft	12.5
	Mr Rajiv Shah	SRIJAN RELTY PVT. LTD.	3375 Sq Ft	12.5
	Mr Saurav Shah	SRIJAN RELTY PVT. LTD.	3375 Sq Ft	12.5
	Shah Projects Pvt. Ltd.	SRIJAN RELTY PVT. LTD.	6750 Sq Ft	. 25
	Smt Nisha Shah	SRIJAN RELTY PVT. LTD.	3375 Sq Ft	 12.5
	Smt Shweta Shah	SRIJAN RELTY PVT. LTD.	3375 Sq Ft	. · 12.5
	Smt Sweta Shah	SRIJAN RELTY PVT, LTD.	3375 Sq Ft	12.5

# D. Applicant Details

	Details:ofit	ierapplicaniewholnesisubmilitediunemediusitionifonm			ili Militar	
Applicant's Name		C K JAIN AND COMPANY	-	• •		2000
Address	:	7A, Kiran Shankar Roy Road, Thana: Hare Street, Di	istrict : Koll	kata, W	EST	
Applicant's Status		Solicitor firm		1		



Office of the A.R.A. - I KOLKATA, District: Kolkata Endorsement For Deed Number : I - 190105524 / 2015

Query No/Year

19010000425584/2015

Serial no/Year

1901005337 / 2015

Deed No/Year

I - 190105524 / 2015

Transaction

[0110] Sale, Development Agreement or Construction agreement

Name of Presentant

Mr Rajiv Shah

Presented At

Private Residence

Date of Execution

07-07-2015

Date of Presentation

07-07-2015

Remarks

On 06/07/2015

Certificate of Market Value (WBIPU) Isru estof (2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 17,14,40,091/-

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(Dinabandhu Roy)

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - I KOLKATA

Kolkata, West Bengal

On 07/07/2015

Riesentation(Winder Section 524& Rivier22A(3))/46((ii)\W/B/Registration(Rivies)(1962))////ii/

Presented for registration at 16:33 hrs on: 07/07/2015, at the Private residence by Mr Rajiv Shah, one of the Executants.

Admission of Execution (Under Section 58, W.B. Registration Rules 1962) Execution is admitted on 07/07/2015 by

Mr Rajiv Shah, Son of Mr Gyarsi Lal Shah, 16/8, Mondal Temple Lane, Block-P, P.O: New Alipore, Thana: New Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700053, By caste Hindu, By Profession Business Indetified by Mr Manish Bajoria, Son of Late Madhav Prasad Bajoria, 345, Rajarhat Main Road, P.S.:-Baguihati, P.O: Baguihati, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, By caste Hindu, By Profession Business

Admission of Execution (CUnder Section 158 W/B Registration Rules (1962)

Execution is admitted on 07/07/2015 by

Smt Nisha Shah, Wife of Mr Rajiv Shah, 16/8, Mondal Temple Lane, Block- P, P.O: New Alipore, Thana: New Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700053, By caste Hindu, By Profession Business Indetified by Mr Manish Bajoria, Son of Late Madhav Prasad Bajoria, 345, Rajarhat Main Road, P,S.:-Baguihati, P.O: Baguihati, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, By caste Hindu, By Profession Business

Admission of Execution (all order Sections 88) With Program and Discovery



### Execution is admitted on 07/07/2015 by

Mr Saurav Shah, Son of Mr Rajiv Shah, 16/8, Mondal Temple Lane, Block-P, P.O: New Alipore, Thana: New Alipore, South 24-Parganas, WEST BENGAL, India, PIN - 700053, By caste Hindu, By Profession Business Indetified by Mr Manish Bajoria, Son of Late Madhav Prasad Bajoria, 345, Rajarhat Main Road, P.S.:-Baguihati, P.O: Baguihati, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, By caste Hindu, By Profession Business

#### Admission of Execution (\*Under Section 58 WE Registration Rules righ

Execution is admitted on 07/07/2015 by

Smt Shweta Shah, Wife of Mr Saurav Shah, 16/8, Mondal Temple Lane, Block-P, P.O: New Alipore, Thana: New Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700053, By caste Hindu, By Profession Business

Indetified by Mr Manish Bajoria, Son of Late Madhav Prasad Bajoria, 345, Rajarhat Main Road, P.S.:-Baguihati, P.O: Baguihati, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, By caste Hindu, By Profession Business

### Admission of Execution ("Under Section 589W/B. Registration/Rules 1962)

Execution is admitted on 07/07/2015 by

Mr Mayank Shah, Son of Mr Rajiv Shah, 16/8, Mondal Temple Lane, Block-P, P.O: New Alipore, Thana: New Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700053, By caste Hindu, By Profession Business Indetified by Mr Manish Bajoria, Son of Late Madhav Prasad Bajoria, 345, Rajarhat Main Road, P.S.:-Baguihati, P.O: Baguihati, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, By caste Hindu, By Profession Business

#### Admission of Execution (CUnder Section 58 aWIB Redistration Rules 2/1962)

Execution is admitted on 07/07/2015 by

Smt Sweta Shah, Wife of Mr Mayank Shah, 16/8, Mondal Temple Lane, Block-P, P.O: New Alipore, Thana: New Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700053, By caste Hindu, By Profession Business

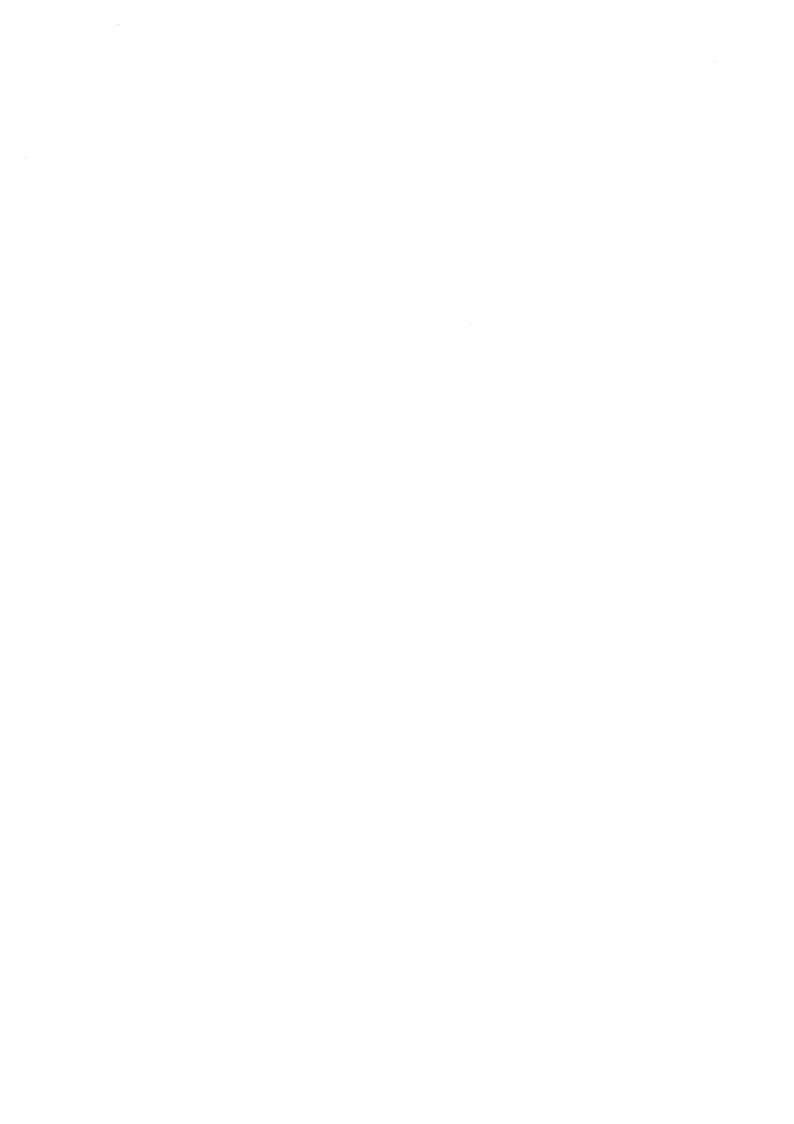
Indetified by Mr Manish Bajoria, Son of Late Madhav Prasad Bajoria, 345, Rajarhat Main Road, P.S.:-Baguihati, P.O: Baguihati, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, By caste Hindu, By Profession Business

Admission of Execution (Junder Section 58: W.B. Registration (Rules: 4962)): [Representative];

Execution is admitted on 07/07/2015 by

Mr Rajiv Shah, , Shah Projects Pvt. Ltd. , 1, Sardar Shankar Road,, P.O: Kalighat, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700026

Indetified by Mr Manish Bajoria, Son of Late Madhav Prasad Bajoria, 345, Rajarhat Main Road, P.S.:-Baguihati, P.O: Baguihati, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, By caste Hindu, By Profession Business



Mr Ram Naresh Agarwal, , SRIJAN RELTY PVT. LTD., 36/1A, Elgin Road, P.O: Lala Lajpat Rai Sarani, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700020 Indetified by Mr Manish Bajoria, Son of Late Madhav Prasad Bajoria, 345, Rajarhat Main Road, P.S.:-Baguihati, P.O: Baguihati, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, By caste Hindu, By Profession Business

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(Dinabandhu Roy)

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - I KOLKATA

Kolkata, West Bengal

On 08/07/2015

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

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

Payment of Eee.

Certified that required Registration Fees payable for this document is Rs 7,70,094/- (B = Rs 7,69,989/-,E = Rs 21/-,I = Rs 55/-,M(a) = Rs 25/-,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 7,70,094/-

Description of Online Payment

1. Rs 7,70,094/- is paid, by online using Head of Account 0030-03-104-001-16, Bank: IDBI Bank (IBKL0000012)

Payment of Stampshi

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

Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 61480, Purchased on 06/07/2015, Vendor named Sujit Sarkar.

Description of Online Payment

. 1. Rs 74,921/- is paid, by online using Head of Account 0030-03-104-001-16, Bank: IDBI Bank (IBKL0000012)

(Dinabandhu Roy)

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA

Kolkata, West Bengal

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Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1901-2015, Page from 36121 to 36185
being No 190105524 for the year 2015.



TERS!

Digitally signed by SUJAN KUMAR

Date: 2015.07.24 12:53:06 +05:30 Reason: Digital Signing of Deed.

(Sujan Kumar Maity) 24-07-2015 12:53:05 PM ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - I KOLKATA West Bengal.

(This document is digitally signed.)