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Additional District Sub-Registrar, Garia South 24 Parganas

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THIS AGREEMENT made this the 20th day of January TWO THOUSAND AND

BETWEEN

TIKISHAN AGARWAL ALIAS KISHAN MIRANIA AGARWAL, son of Ram Bilash Agarwal, residing at 36/1B Elgin Road (Lal Lajpat Rai Sarani), Police Spition Bhawanipore, Kolkata — 700020, (2) BISHAN AGARWAL, ALIAS BISHAN MIRANIA AGARWAL, son of Ram Bilash Agarwal, residing at 36/1B Elgin Road (Lal Lajpat Rai Sarani), Police Station Bhawanipore, Kolkata — 700020, (3) KHAGESH MIRANIA AGARWAL, son of Ram Bilash Agarwal, residing at 36/1B Elgin Road (Lal Lajpat Rai Sarani), Police Station Bhawanipore, Kolkata — 700020, (4) SEEMA MIRANIA ALIAS SEEMA MIRANIA AGARWAL, wife of Kishan Mirania Agarwal, residing at 36/1B Elgin Road (Lal Lajpat Rai Sarani), Police Station Bhawanipore, Kolkata — 700020, (5) SARITA MIRANIA ALIAS SARITA MIRANIA AGARWAL, wife of Bishan Mirania Agarwal, residing at 36/1B Elgin Road (Lal Lajpat Rai Sarani), Police Station Bhawanipore, Kolkata — 700020, (6) MIDHI MIRANIA ALIAS NIDHI MIRANIA AGARWAL, wife of Khagesh Mirania Agarwal, residing at 36/1B Elgin Road (Lal Lajpat Rai Sarani), Police Station Bhawanipore, Kolkata — 700020, (7) KISHAN MIRANIA AGARWAL HUF, a Hindu Undivided family, represented by its Karta, namely Sri Kishan Mirania Agarwal, son of Sri Ram Bilash Agarwal, residing at 36/1B Elgin Road (Lal Lajpat Rai Sarani), Police Station Bhawanipore, Kolkata — 700020, (7) KISHAN MIRANIA AGARWAL HUF, a Hindu Undivided family, represented by its Karta, namely Sri Kishan Mirania Agarwal, son of Sri Ram Bilash Agarwal, residing at 36/1B Elgin Road (Lal Lajpat Rai Sarani), Police Station Bhawanipore, Kolkata — 700020, (7) KISHAN MIRANIA Agarwal, son of Sri Ram Bilash Agarwal, residing at 36/1B Elgin Road (Lal Lajpat Rai Sarani), Police Station Bhawanipore, Kolkata — 700020, (8) MANNALAL SUREK (4) TRUST, having its registered

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office at 5/1 A.J.C. Bose Road, Police Station Park Street, Kolkata - 700020, @p_DAFFODIL HOMES PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at P-38 India Exchange Place, Kolkata - 700001, (10) K. B. DEALERS PRIVATE LAMPTED, a company incorporated under the Companies Act, 1956 and having its registered office at 20/1M, East Topsia Road, Kolkata - 700046, (26) B. M. DEALERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at 20/IM, East Topsia Road, Kolkata - 700046, (L) K. K. COMMODITIES PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at 20/1M, East Topsia Road, Kolkata -700046, (13) LIEV RESIDENCY PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at 11, Lower Range, Kolkata - 700017, (14) BMA MERCHANDISE PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at 11, Lower Range, Kolkuta - 700017, (15)-B.K. MERCHANTILE PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at 20/1M, East Topsia Road, Kolkata - 700046, (16) LEVOC FINANCE PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered officeat Lower Range, Kolkata – 700017, (17)-KMA COMMODITIES PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at 20/1M, East Topsia Road, Kolkata - 700046, (18) S. M. A. MERCHANDISE PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at 20/1M, East Topsia Road, Kolkata - 700046, (19) K. M. DEALERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at 20/IM, East Topsia Road, Kolkata -700046, (20) FRESHSYTE BUILDTECH PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at 33/1, N. S. Road, Marshall House, Kolicata -700001, (24) SUDSAR BUILDSPACE LLP, a Limited Liability Partnership Firm incorporated image the Limited Partnership Acr, 2008 and having its registered office at 11A/1C, East Topsia Road, Kolkan. 700046, (22) GRUHAVIKAS HIGHRISE PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and inving its registered office at 33/1, N. S. Road, Marshall House, Kolksta -700001, hereinafter collectively referred to as the OWNERS (which expression shall, so far as individual persons are concerned, mean and include their respective heirs, executors, administrators, legal representatives and assigns and so far as companies are concerned shall mean and include their respective successors-in-interest and/or successors-in-office and assigns) of the ONE PART;

AND

UNIMARKMIRANIA PROJECTS LLP, a Limited Liability Partnership Firm incorporated under the Limited Partnership Act 2008, having its registered office at 207 AJC Bose Road, Kolkata - 700017, represented by two of its partners namely Mr. Harsh Vardhan Patodia and Mr. Kishan Mirania Agarwal, hereinafter referred to as the DEVELOPER (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partners and such other person or persons who may be taken in or admitted as partner(s) in the said partnership firm and their respective heirs executors administrators legal representatives and assigns) of the OTHER PART.

the Owners and the Developer are individually referred to as 'party' and collectively referred to as 'parties'.

WHEREAS:

A. The Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the following contiguous pieces and parcels of demarcated portion of lands:

R.S. Dag No.	Land Area
79	9 cottehs 10 chittacks 33 square feet
80	43 cottahs 15 chittacks 09 square feet
. 81	67 cottahs 14 chittacks 26 square feet
85	8 cottahs 2 chittacks 30 square feet
86	30 cottahs 14 chittacks 25 square feet
Total	160 cuttabs 09 chittacks 33 sonare feet



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comprised in Mouza Garagacha, J.L. No. 45, Touzi No.56, being Municipal Holding No.266, Garagachha, within the limits of Rajpur Sonarpur Municipality, Police Station Sonarpur, District South 24-Parganas, together with the structures lying thereupon (collectively hereinafter referred to as the "Land" and morefully mentioned in the First Schedule hereunder written and shown in the map or plan annexed hereto and coloured Red thereon);

- B. The Owners herein are the absolute owners of the said Land and are desirous of commercial exploitation of the same by construction of building complex thereupon mainly meant for residential purposes and has agreed to entrust and engage the Developer and grant to the Developer the exclusive right and authority to undertake such development.
- C. The terms and conditions agreed by and between the parties are recorded as hereunder.

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

1. DEFINITIONS:

Unless in this agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings:-

1.1 ADVOCATE - shall mean the advocate appointed by the Developer for the Project on the said Land from time to time.

1.2 ARCHITECT - shall mean such person or persons who may be appointed by the Developer as

the architect for the Project from time to time.

1.3 ASSOCIATION – shall mean any company incorporated under the Companies Act, 1956 or any Association or any Syndicate or a Committee or Society as may be formed comprised of co-owners / transferees or caused to be formed by Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

1.4 CAR PARKING SPACE - shall mean all the spaces in the portions at the basement (if any), ground floor level and/or any other level, whether open, covered or mechanical, within the

Project area or intended to be reserved for parking of cars/scooters.

1.5 COMMON AREAS, FACILITIES AND AMENITIES – shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, overhead water tank, water pump and motor, drive-ways, common lavatories, common generator, transformer, effluent treatment plant, Fire Fighting systems, rain water harvesting areas, boundary walls, main entrance and/or exit gute, lift and lift shaft and other facilities in the Project, which the Developer may decide to provide in their absolute discretion, and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Project.

.6 COMMON EXPENSES – shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose including those mentioned in the Second Schedule hereunder written to be contributed, borne, paid and shared by the transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by any Unit shall be separately paid or reimbursed to the

Maintenance in-charge.

1.7 COMMON PURPOSES – shall mean and include the purpose of managing, maintaining and up keeping the Project in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the transferces and/or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the transferces and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.

.8 CONSENTS - shall mean the planning permission sanctions and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or required for

development of the said Land and commencement of construction.



DATE OF COMMENCEMENT OF LIABILITY - shall mean the date on which Owners/transferees of the units take actual physical possession of their allocation after fulfilling all their liabilities and obligations in terms hereof or the date next after expiry of the Notice for Possessian irrespective of whether Owners/transferees of the units take actual physical possession or not, whichever is earlier.

DEPOSITS/EXTRA CHARGES - shall mean the amounts specified in the Third Schedule hereunder to be paid/ deposited by the Owners and/ or its transferces/ assigns and the transferces/ 1.10

assigns of the Developer to the Developer or its nominees.

DEVELOPER'S ALLOCATION - shall mean the 53% (Fifty Three Percent) of the total constructed areas of the complex to comprise in various flats, units, apartments, car purking spaces (open and covered) and/or other saleable spaces of the buildings to be constructed upon the said Land more fully described in the First Schedule hereunder written TOGETHER WITH the undivided proportionate impartible share in the said Land attributable thereto AND TOGETHER WITH the share in the same proportion in all Common Areas, Facilities and Amenities (morefully mentioned in the Part-I of the Fourth Schedule hereunder written).

LAND - shall mean the land more fully and particularly described in the First Schedule hereunder written and shown in the map or plan unnexed hereto and coloured Red thereon;

MAINTENANCE-IN-CHARGE - shall mean and include such persons/agency or any outside agency to be appointed by the Developer under this Agreement for the Common Purposes under such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained;

MARKETING - shall mean marketing, selling, leasing, letting out or otherwise dealing with any space in the Project to any transferee or tenant or licensee or lessee as the case may be for owning, leasing, renting or occupying any flat, unit, apartment, and/or constructed space by the

Developer.

NEW BUILDINGS - shall mean the new buildings to be constructed, erected and completed 1.15 upon the said Land.

NOTICE FOR POSSESSION - shall mean the notice contemplated in clause 14.1 below.

OWNERS' ALLOCATION - shall mean 47% (Forty Seven Percent) of the total constructed area to comprise of various flats, units, apartments, car parking spaces (open and covered) and/or other saleable spaces of the New Buildings to be constructed upon the said Land more fully described in the First Schedule hereunder written TOGETHER WITH the undivided proportionate impartible share in the said Land attributable thereto AND TOGETHER WITH the share in the same proportion in all Common Areas, Facilities and Amenities (morefully mentioned in the Part-II of the Fourth Schedule herounder written).

PLANS - shall mean the plans to be sanctioned by the concerned sanctioning authority as the case may be Together With all modifications and/or alterations thereto and/or revisions thereof from time to time made or to be made by the Developer and approved by the sanctioning

authorities in respect of the Project.

PROJECT - shall mean the project of development of the said Lund by construction, erection and completion of the New Buildings thereupon with Common Areas, Facilities and Amenities, primarily or wholly residential in nature.

PROFESSIONAL TEAM - shall mean the Architects, Structural Engineers, Surveyors and/or such other professional engaged and/or contracted by the Developer from time to time for the

purpose of the Project

PROPORTIONATE OR PROPORTIONATELY - according to the context shall mean the proportion in which the built up area of any Unit or Units may bear to the built-up area of all the 1.21 Units in the Project provided that where it refers to the share of the Owners in the Project, shall mean 47% (forty seven percent) and where it refers to the share of the Developer in the Project, shall mean 53% (fifty three percent).

ROOF - shall mean and include the ultimate roof of the New Buildings;

SPECIFICATION - shall mean the specifications for the said Project as mentioned in the Fifth Schedule hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

TITLE DEEDS - shall mean the documents of title of the Owners in respect of the said Land

mentioned in the Sixth Schedule hereunder written.

TRANSFER - with its grammatical variations shall include transfer by possession or by executing a valid transfer document and by any other means adopted for effecting what is understood as a transfer of space in the new buildings to the transferces thereof as per law.



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1.26 TRANSFEREE – according to the context shall mean all the prospective or actual transferees who would agree/have agreed to acquire or take on rent or lease or shall have acquired or taken on rent or lease any Unit in the Project and for all unsold Unit and/or Units in the Owners' Allocation shall mean the Owners and for all unsold Unit and/or Units in the Developer's Allocation shall mean the Developer.

UNDIVIDED SHARE – shall mean the undivided proportionate indivisible part or share in the said Land attributable to either party's allocation as in the context would become applicable.

1.28 UNITS/SALEABLE SPACES - shall mean self contained flats, apartments, offices, show rooms, car parking spaces and/or other space(s) in the New Building(s) capable of being held independent of each other.

2. INTERPRETATION:

In this agreement save and except as otherwise expressly provided -

i) when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.

ii) all references to section numbers refer to the sections of this agreement, and all references to

schedules refer to the Schedules hereunder written.

iii) the words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.

iv) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.

Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.

3. COMMENCEMENT, TIME FOR COMPLETION AND DURATION:

- 3.1 This Agreement shall be deemed to have commenced on and with effect from the date of execution of this Agreement (hereinafter referred to as the COMMENCEMENT DATE).
- 3.2 The New Buildings upon the said Land shall be constructed, erected and completed by the Developer in Phases and within a period of 48 (forty eight) months from the latest date of obtaining all the Consents for the development of the said Land and commencement of construction.
- 3.3 This Agreement shall remain in full force and effect until such time the construction and completion of the New Buildings are made within the stipulated period in terms hereof in all respects and the possession of respective allocations has been made over to / taken over by the concerned parties and the respective deeds of transfer are duly made and registered in favour of the intending transferces and management and affairs of the New Buildings is handed over to the Association of the co-owners of the New Building(s) upon the said Land.

4. OWNERS' COVENANTS AND REPRESENTATIONS:

- 4.1 At or before execution of this agreement, the Owners and its directors have assured, represented and warranted to the Developer as follows:
 - i) That the said Lend is free from all encumbrances mortgages, charges liens, lispendens, debutters, wakf, trusts, benami transactions, attachments, bargadar, leases, tenancies, occupancy rights, uses, acquisition, requisition, vesting, alignment, claims, demands and liabilities whatsoever or howsoever;
 - ii) That the Owners have the clear marketable title of the said Land and no person has ever claimed any right title interest or possession whatsoever in the said Land or any part thereof



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nor sent any notice in respect thereof and that no person other than the Owners have any right, title and/or interest, of any nature whatsoever in the said Land or any part thereof;

That the Owners have not dealt with any part or portion of the Land in any manner nor created any third party right or title or interest therein, and has not entered into any agreement, contract etc. in respect thereof, and the Land is free from any charges and all outgoings including land revenues thereof have been paid in full by the Owners;

That the Owners have been and continues to be in vacant, peaceful and physical possession of the said Land and there are no outstanding actions, claims or demanded between the Owners

and any third party;

That the said Land is a single block of contiguous plots of lands abutting the main road and no

part or portion of the said Land is a water body of any nature;

That neither the Owners nor its predecessor(s) in title have at any time held any land in excess of the prescribed ceiling limit under the West Bengal Land Reform Act 1955 and/or the Urban Land Ceiling Act 1976, and/or any other statute, central, state or local;

That no part or portion of the said Land is the subject of any vesting order or acquisition by any government and/or authority, statutory or otherwise as on the date of this agreement;

viii) That there are no legal or other proceedings of material effect pending in respect of any part or portion of the Land and/or against the Owners and there are no unfulfilled or unsatisfied judgments, injunctions or attachments, court orders, debts, notices etc. against the said Land;

That there is no matter which may adversely or materially affect the value of the Land or its development, usage or enjoyment or east any doubt on the rights created in favour of the

Developer in terms hereof;

That the said Land or any part thereof is not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owners and the said Land is not attached and/or liable to be attached under any decree or order of any Court of Law or dues of the Income Tax, Revenue or any other Public Demand;

That no suit and/or any other proceedings and/or litigations of material effect are pending against the Owners or in respect of the said Land or any part thereof and that the said Land is not involved in any civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature (whether relating to, directly or indirectly) are pending or threatened by

or against the Owners in respect of the said Land;

That no public demand or recovery proceedings are pending against the Owners; That the Owners have full right, power and authority to enter into this Agreement;

xiv) That the Owners have got the entirety of the said Land duly mutated in their names in the Land Reforms Record of Rights of the concerned Block Land & Land Reforms Office;

That the Owners have obtained conversion of the nature of a major portion of the said Land to Bassu from the Office of the concerned Block Land & Land Reforms Office and have already applied for conversion of the remaining land area of the said Land;

xvi) That the Owners have completed the construction of the boundary wall around the said Land.

Relying upon the said representations, assurances and warranties of the Owners and its aforesaid directors and acting in true faith thereof the Developer has agreed to develop the said Land and enter into this agreement with the Owners for the consideration and under the terms recorded hereunder.

GRANT OF DEVELOPMENT RIGHTS: 5

- The parties have mutually agreed and framed a scheme for development of the said Land by undertaking the construction, erection and completion of new buildings containing units/ saleable spaces mainly meant for residential purposes and for the said purpose, the Owners have granted the exclusive rights and authority in favour of the Developer to hereby enter upon, hold and develop the said Land for commercial exploitation thereof.
- The Developer has hereby accepted the exclusive right and authority to undertake at its own cost and expenses and on its own or through contractors and sub-contractors, the development of the said Land and construction, erection and completion of the New Buildings upon the said Lands in accordance with the Plans.



5.3 The parties have agreed to fulfill their respective obligations as recorded and contained in this agreement.

6. OWNERS' OBLIGATIONS AND COVENANTS:

- 6.1 The Owners have undertaken and assured the Developer to fulfill the following obligations on their part:
 - i) The Owners at their own costs and arrangements shall be solely responsible and liable to remedy, rectify and remove all claims or disputes in respect of the title of land, if any arising in respect of the said Land at any time in future.

ii) The Owners shall answer and satisfy all queries and requisitions raised by any transferee/ purchaser, financial institutions, banks or any statutory authority with regard to the title in respect of the said Land.

The Owners shall pay and liquidate all rents, rates, taxes, cess, land revenue/khajana, electricity dues, water taxes and all other outgoings in respect of the said Land for the period upto the date of this Agreement.

v) The Owners shall render and extend all reasonable co-operation, help and assistance to the Developer for the successful completion of the Project on the said Land.

v) Complete the mutation of entirety of the said Land from the office of the concerned Block Land & Land Reforms Officer and Rajpur Sonarpur Municipality at the earliest, at their own costs and expenses.

vi) Obtain conversion of entirety of the said Land from the office of the concerned Block Land & Land Reforms Officer to 'Bastu' at the earliest, at their own costs and expenses.

 Cause amalgamation of the Lands into a single municipal premises holding number in the records of the Rajpur Sonarpur Municipality, at their own costs and expenses.

6.2 The Owners shall not -

cause any interference and/or hindrance in the development of the said Land.

ii) do any act, deed and/or thing whereby the Developer may be prevented and/or deprived from its right to the share of the Developer's Allocation as stated above and also such other rights created under this Agreement or subsequent hereto.

(ii) do anything in contravention/violation of this Agreement.

iv) do not permit any one to do any act deed matter or thing which may affect the development, construction and marketability of the said Project or which may cause charges, encroachments, litigations, trusts, liens, litigations, attachments and liabilities upon the said Land and/or the New Buildings intended to be constructed thereupon.

transfer, grant lease, mortgage and/or charge the said Land or any portions thereof save in the

manner envisaged by this Agreement.

- 6.3 Simultaneously with the execution of this agreement, the Owners shall grant and execute two separate irrevocable General Powers-of-Attorney in favour of (1) Mr. Harsh Vardhan Patodia, (2) Mr. Kumar Vardhan Patodia, (3) Mr. Kirti Vardhan Patodia, (4) Mr. Kishan Mirania Agarwal, (5) Mr. Bishan Mirania Agarwal, and (6) Mr. Khagesh Mirania Agarwal, the authorized representatives of the Developer to (i) do act and perform necessary acts deeds and things necessary and/ or required for the purpose of the development of the said Land, and (ii) to sale and transfer the Units/ Saleable Spaces comprised in the Developer's Allocation.
- 6.4 Notwithstanding the grant of the aforesaid Powers of Attorney, the Owners at the request of the Developer shall (i) sign and execute necessary applications, affidavits, undertakings and other documents as necessary/ required from time to time for the purpose to be submitted to the concerned departments/ authorities for the development of the said Land, and (ii) sign and execute necessary deeds and documents for the purpose of transfer of the Units/Salcable Spaces comprised in the Developer's Allocation in favour of the Developer and/or its intending transferoes without any claim of sale proceeds/ premium/ consideration etc., and as required by the Developer from time to time.



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6.5 The Owners shall keep the Developer saved harmless and indemnified from and against any losses actions suits claims and proceedings caused due to any defect in title of the Owners in respect of the said Land.

DEVELOPER'S RIGHTS, OBLIGATIONS AND COVENANTS:

- 7.1 The Developer is hereby authorized and shall be entitled to do act and perform the followings in terms of this agreement:
 - To prepare plans maps and drawings for construction of the New Building upon the said Land and submit the same for sanction and approval before the concerned statutory authorities.

 To apply for and obtain all consents approvals sanctions and/or permissions as may be necessary and/or required for undertaking development of the said Land;

iii) To apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities as may be required for the construction of the New Buildings in the said Project;

 To cause modifications rectifications and revalidations of the Plan sanctioned for the development of the said Land;

 To take such steps as are necessary to divert all existing pipes, cables or other conducting media in, under or above the Land and which need to be diverted for the purpose of the Development;

vi) To appoint their own professional team for causing development of the said Land;

- vii) To demolish the existing building/ structures upon the said Land and dispose of and clear the debris of the same from the said Land and reimburse the net proceeds thereof to the Owners after deduction of all costs and expenses for demolition;
- viii) To install all electricity, gas, water, telecommunications, and surface and foul water drainage to the said Land;

 To serve such notices and enter into such agreements with statutory undertakings or other companies as may be necessary to install the services;

x) To give all necessary or usual notices under any statute affecting the demolition and clearance of the said Land and to give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said Land and pay all costs, fees and outgoings incidental to or consequential on, any such notice;

xi) To make deposit of necessary fees and charges with the concerned authorities for the purpose of carrying out the development work and construction of the New Buildings upon the said Land and to claim refunds of such deposits and to give valid and effectual receipt and discharge on behalf of the Owners in connection therewith;

 After completion of the construction of the New Buildings upon the said Land, to apply for and obtain occupation and/or completion destificate, as may be required in respect thereof or parts thereof from the concerned authorities;

xiii) To possess the said Land and protect the said Land from any encroachments;

xiv) To comply or procure compliance with, all statutes and any enforceable codes of practice of the authorities affecting the said Land or the development thereof;

- (xv) To take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary und/or required and shall do all acts deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said Land:
- xvi) To remain solely liable and/or responsible for all acts deeds matters and things for undertaking construction of the said New Building in accordance with the Plan and to pay perform and observe all the terms conditions covenants and obligations on the part of the Developer to be paid performed and observed.
- 7.2 The Developer shall bear all the costs, expenses, investments and charges for the construction of the New Buildings and the common areas including the cost of materials thereof as per the Specifications mentioned in the Fifth Schedule herein on the said Land for which the Owners shall not liable and responsible in any manner.



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- 7.3 The Developer shall be liable and responsible for payment of salary/ allowances/ compensation to the men employed by it for the purpose of construction. The Developer shall keep the Owners indemnified against any claim that might be raised by any person employed by the Developer in connection with the project or any work ancillary thereto.
- 7.4 After obtaining all Consents for undertaking development of the said, the Developer shall commence and/or proceed diligently to execute and complete the development of the Project in a good and workmanlike manner with good quality materials.
- 7.5 The Developer shall be entitled to obtain necessary utilities and connections for the said Land.
- 7.6 The Developer at the request of the Owners shall sign and execute necessary deads and documents for the purpose of transfer of the Units/Saleable Spaces comprised in the Owners' Allocation in favour of the Owners and/or its intending transferees. Such deeds and documents shall be as per the terms and conditions stipulated and format prepared by the Developer for the entire Project.
- 7.7 The Developer shall grant a power of attorney in favour of the authorized representatives of the Owners to sale and transfer the Units/Spaces comprised in Owners' Allocation. Such sale and transfer shall be as per the terms and conditions stipulated and documents prepared by the Developer for the entire Project.

8. AREA DISTRIBUTION/SPACE ALLOCATION AND TRANSFER OF ALLOCATION:

- 8.1 The Units/ Saleable Area in the proposed New Buildings upon the said Land shall be equitably divided and distributed by and between the Owners and the Developer in the ratio of 47:53 respectively.
- 8.2 OWNERS' ALLOCATION: In consideration of the Owners' rights, title and interest in the said Land and also in consideration of the Owners granting the rights of development of the said Land and the Developer's Allocation in the New Buildings upon the said Land and in further consideration of the Owners fulfilling its obligations under this agreement, the Owners shall be entitled to 47% (forty seven percent) of the area of the Units/Saleable Spaces in the proposed New Building TOGETHER WITH the undivided proportionate impartible share in the said Land attributable thereto AND TOGETHER WITH the share in the same proportion in all Common Areas, Facilities and Amenities.
- 8.3 DEVELOPER'S ALLOCATION: In consideration of the Developer undertaking the project of development of the said Land and also in consideration of the Developer incurring and bearing various costs and expenses in this regard and in further consideration of the Developer fulfilling its obligations under this agreement, the Developer shall be entitled to 53% (fifty three percent) of the area of the Units/Saleable Spaces in the proposed New Building TOGETHER WITH the undivided proportionate impartible share in the said Land attributable thereto AND TOGETHER WITH the share in the same proportion in all Common Areas, Facilities and Amenities.
- 8.4 At the time of submission of the Plan to the concerned authorities for sanction, the Developer after consultation with the Owners shall identify and demarcate the Units/Saleable Spaces comprised in the Owners' Allocation and Developer's Allocation equitably and as per the agreed allocation ratio of 47:53.
- 8.5 In case of any variation in the plan finally sanctioned from the plan submitted for sanction, the Developer shall alter the Owners' Allocation and Developer's Allocation taking into account such variations in the Plans provided that the allocation ratio shall remain 47:53.
- 8.6 The decision of the Architects regarding measurement of area constructed and all aspects of construction and development including the quality of materials shall be final and binding on the Parties.

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8.7 The parties herein shall be entitled to enter into and execute agreements, deeds and other necessary documents for sale and transfer of their respective allocations and present the same for registration before the concerned registering authorities and also receive and realize the proceeds thereof. The Owners and Developer shall join in such agreements, deeds and documents in their respective capacity, either themselves or through their delegated authority or Power of Attorney.

9. POSSESSION:

9.1 Prior to the execution of this agreement, the Owners have allowed the Developer the exclusive and irrevocable right to enter upon and hold the said Land for the purpose of development in terms hereof.

10. TITLE DEEDS:

- 10.1 Simultaneously with the execution of this Agreement, the Owners shall keep the original documents of title in respect of the said Land (hereinafter referred to as the said Title Deeds details whereof shall appear from the Sixth Schedule hereunder written) in a bank locker to be opened in the joint names of the authorized representatives of the Owners (Mr. Kishan Mirania Agarwai) and the Developer (Mr. Kumar Vardhan Patodia) subject to the rights of the parties herein to jointly inspect, take out and produce the same before the concerned authorities as may be required from to time. After completion of sale and transfer of entire Units/ Saleable Spaces in the proposed New Building in favour of the intending transferees and upon formation of the Association, the Original Title Deeds shall be taken out from the said bank locker and shall be delivered to such Association.
- 10.2 The Developer will be entitled to seek financing of the Project ("Project Finance") by a Bank/Financial Institution (Banker) at its own risk, cost and liability in respect of the Developer's Allocation. Such Project Finance can be secured on the strength of the security of the Developer's Allocation only. The Developer undertakes to utilize the entire Project Finance for the purpose of this project only. Notwithstanding the same, the Developer shall secure the project finance without creating any liability in respect of Owners' Allocation with the clear written understanding that the Banker shall have no right of recovery against the Owners' Allocation. In this regard, the Developer shall keep the Owners fully indemnified against all claims demand damages losses which may be suffered by the Owners in respect of such Project Finance.

11. DEPOSITS, FINANCIALS AND EXTRA CHARGES:

- 11.1 The Developer shall keep in deposit a sum of Rs. 5,50,00,000/- (Rupees Five Crores Fifty Lacs only) as interest-free Deposit ("Deposit Amount") with the Owners. The said Deposit Amount shall be paid by Developer to the Owners in the manner as under:
 - (i) Rs. 4,80,00,000/- (Rupees Four Crores Eighty Lucs only) after 15 days of execution of this agreement.
 - (ii) Rs. 70,00,000/- (Rupees Seventy Lacs only) upon sanction of the final plan on the entire land and after conversion in the nature of use of the entirety of the said Land into Bastu in the records of the concerned BL & LRO office.
- 11.2 The Deposit Amount shall be refunded by the Owners to the Developer upon receiving the Completion or Occupancy Certificate of the New Buildings on the said Land. In case of phasewise completion, the Deposit Amount shall be refunded pro-rata in proportion to the area completed and handed over to the Owners.
- 11.3 The Transferees of both the Owners' Allocation and the Developer's Allocation (including the Developer and Owners for any retained/unsold space) shall pay to or deposit with the Developer or its nominees the extrust and deposits mentioned in the Third Schedule hereunder written for their respective Units. The Owners shall pay to and/or deposit with the Developer or statutory authority the Service Tax and/or any other taxes and impositions levied by the any government.



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authority or statutory body on the entitlement, transfer, acquisition and/or handing over of the Owners' Allocation by the Developer to the Owners and/or any service that may deemed to have been rendered by the Developer to the Owners.

12. DEALING WITH SPACES IN THE NEW BUILDINGS:

- 12.1 All the Units/Saleable Spaces pertaining to the Owners' Allocation and Developer's Allocation in the New Buildings shall be marketed by the (1) Developer, or (2) common marketing agency agencies to be appointed by the Developer (collectively Marketing Format). The marketing, advertising and publicity shall be shared between the Owners and Developer in the proportion 47:53. In addition, the brokerage costs shall be paid by the Owners and Developer for sale/transfer of their respective allocations (except for any area specifically reserved by the Owners or the Developers and sold directly by any of them).
- 12.2 In marketing the said Project, the names and logos of the Developer shall feature in all marketing materials and the Developer shall be entitled to market and advertise its brand name for the Project of development of the said Land. The name of the project shall be decided by the Developer and the project will be marketed under the banners and brand names of Unimark Group and Mirania Group with their respective brand logos.
- 12.3 The Developer and/or the marketing agency/agencies as the case may be, shall determine the first price for sale and transfer of the Units/ Saleable spaces in the New Buildings to be constructed by the Developer upon the said Land keeping in view the economics and market response of the project.
- 12.4 All the agreements, deeds and documents for sale and transfer of the Units/Saleable Spaces comprised in the Owners' Allocation as well as the Developer's Allocation in the Project shall contain common restrictions, stipulations, covenants, terms and conditions for use and enjoyment of the Units/ Saleable Spaces, as prepared by the Developer.
- 12.5 The Developer and Owners shall execute and present for registration before the appropriate registering authorities Deeds of Conveyance or other documents for sale and transfer of the Units/ Saleable Spaces for their respective allocations in favour of the intending transferees and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending transferees.
- 12.6 The Developer and Owners shall be entitled to sell and transfer their respective allocations or any portion thereof.
- 12.7 The Transferces of the Owners' Allocation and also the Developer's Allocation shall pay liable to pay the Common Expenses regularly, punctually and periodically.

13. MUNICIPAL TAXES AND OUTGOINGS:

- 13.1 All rents, rates, taxes, cess, land revenue/khajana, electricity dues, municipal taxes, water taxes and all other outgoings in respect of the said land (collectively Rates & Taxes) for the period upto to the date of this Agreement shall be borne, paid and discharged by the Owners as and when due.
- 13.2 From the date of this Agreement, the Developer shall pay the Rates & Taxes in respect of the said Land till such time the New Building(s) is/are completed, after which, the Transferees shall become liable and responsible for payment of the Rates & Taxes proportionately.

POST COMPLETION MAINTENANCE:

14.1 On completion of the New Buildings and the Developer applying for completion/occupancy certificate to the concerned statutory authority, the Developer shall give a notice to the Owners for taking over possession of the Owners Allocation (Notice for Possession). On receipt of such notice, the Owners shall within 15 (fifteen) days thereafter take over possession of the



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Units/Saleable Spaces comprised in the Owners' Allocation subject to immediate refund of the entire Security Deposit and payment/deposit of the extra charges/deposits mentioned in the Third Schedule to the Developer.

- 14.2 On and from the date of expiry of the Notice for Possession, the Owners shall be deemed to have taken over possession for the purpose of determination of liability and shall become liable and responsible for the payments of maintenance charges, rates and taxes, land revenue and other statutory taxes in the ratio of their respective allocations irrespective of the fact whether actual physical possession was taken or not.
- 14.3 The Parties and their respective nominees/transferees shall punctually and regularly pay the maintenance charges, Rates and taxes, land revenue, Municipal tax and other statutory obligations for their respective allocations to the concerned authorities/ Association and the parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other or others.
- 14.4 The Developer on its own or through an agency (Maintenance Agency) shall be responsible for the management, maintenance and administration of the New Buildings in the Project until the time the Association is caused to be formed for the aforesaid purpose. The parties herein and their respective transferees shall abide by all the rules and regulations to be framed for the management of the affairs of the New Buildings in the Project.
- 14.5 The Developer or the Maintenance Agency or the Association upon its formation shall manage and maintain the Common Areas, Facilities and Amenities of the New Buildings in the Project and shall collect the costs and service charge therefor (Maintenance Charges). It is clarified that the Maintenance Charges shall include premium for the insurance of the New Buildings, land tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments.
- 14.6 The Owners shall cooperate with the Developer fully and shall also sign all documents and papers necessary for the purpose of formation of the Association as per the relevant law. All the owners of Units/Saleable Spaces in the New Building(s) at the said Premises shall be required to become member of such Association and shall pay their respective share of maintenance charges at the rate as may be fixed by the Association.

15. COMMON RESTRICTIONS:

- 15.1 The Project shall be subject to the restrictions intended for common benefit of all occupiers of the New Buildings as are framed by the Developer.
- 15.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the New Buildings in the said Project shall permit the Developer, the Maintenance Agency and/or the Association upon its formation, with or without workmen, at all reasonable time, to enter into their occupied units and spaces.
- 15.3 It is agreed between the parties that the Developer and/or the Association upon its formation shall frame a scheme for the management and administration of the New Buildings in the Project and all the occupiers of the building shall perpetually in succession, abide by all such rules and regulations framed.

16. INDEMNITY:

16.1 The Developer shall remain fully responsible and shall indemnify and keep the Owners saved, harmless and indemnified of from and against any and all losses, actions, claims, damages or liabilities (whether criminal or civil) in relation to the construction of the New Buildings.

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handing over of the Project to the Association and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's contractors, employees in the quality and workmanship of construction work or violation of any permission, rules regulations or bye-laws or arising out of any accident, mishap or otherwise.

16.2 The Owners shall remain fully responsible and shall indemnify and keep the Developer saved, harmless and indemnified of from and against any and all losses, actions, claims, damages or liabilities (whether criminal or civil) suffered by the Developer due to any defect in the title of the Owners or any claim from any persons in respect of the said Land or any of its representations and the warranties being incorrect or due to default or breach or non-observance of any of the obligations of the Owners under this Agreement.

17. MISCELLANEOUS:

- 17.1 The agreement entered into by and between the purties herein is and shall be on principal to principal basis.
- 17.2 The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 17.3 Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 17.4 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 17.5 It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings in the Project by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of Owners. Further, various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all additional applications and other documents.
- 17.6 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement. The stamp duty and registration charges towards the execution and registration of this Agreement shall be borne by the Developer.
- 17.7 The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Developer's Allocation. Similarly, the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owners' Allocation or any part thereof and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Owners' Allocation.
- 17.8 The Developer shall be entitled to use the signage and display spaces in the exterior of the said New Building and/or in the common areas including the roofs, car parking spaces, open areas, boundary walls etc. to display, exhibit and promote the brands of the Developer.
- 17.9 It has been agreed by and between the parties that in future, if any additional lands that are adjacent and/or connected to or abutting the said Land is purchased by the Owners, such additional lands, if deemed technically viable, commercially feasible and practically workable by the Developer, shall be included in the scheme for development and shall form part of the project agreed to be undertaken by the Developer under the same terms and conditions as contained herein with any additional deposit (if any) as may be mutually agreed between the Owners and



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the Developer. In case any property/land that is adjacent/connected to or abutting the lands, which were previously acquired or proposed to be acquired by the Government or any statutory authority, are released from acquisition and returned to the Owners ("released lands"), then such released lands shall form part of the lands to be developed by the Developers, at the same terms and conditions as the said Land with any additional deposit (if any) as may be mutually agreed between the Owners and the Developer. The Owners shall be responsible for obtaining the clearances relating to the additional land and/or released lands including the mutution and conversion as well as fulfilling the obligations contained in Clause 6 pertaining to such additional land and/or released lands.

- 17.10 It has been agreed between the parties that they shall observe and perform and comply with all the terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by the statutory authorities concerned from time to time for the project.
- 17.11 The Owners shall pay to and/or deposit with the Developer the Service Tax and/or any other tax and imposition levied by the State Government, Central Government or any other authority or body on the entitlement, transfer, acquisition and/or handing over of the Owners' Allocation by the Developer to the Owners and any service that may deemed to have been rendered by the Developer to the Owners.
- 17.12 The Developer shall apply for and obtain necessary "No Objection Certificate" from the competent authority under the Urban Land (Ceiling & Regulations Act), 1976 for the purpose of development of the said Land, if required at its own costs.
- 17.13 In the event of there being any defect in title and/or any claim from any persons in respect of the Lands, it shall be the obligation and responsibility of the Owners to cure and/or remedy such defects in title and/or settle the claims of such persons, at its own cost and expenses, and have agreed to keep the Developers saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.

13. FORCE MAJEURE:

- 18.1 Force Majeure shall mean and include any event preventing either Party from performing any or all of its obligations under this agreement, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, flood, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions for reasons outside the control of either Party) or any relevant Government or Court orders.
- 18.2 If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, that Party shall serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event's of Force Majeure. Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and dessation of any event constituting Force Majeure.
- 18.3 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

19. ENTIRE AGREEMENT:



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This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied.

AMENDMENT/MODIFICATION:

No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the parties hereto.

21. NOTICE:

21.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by facsimile transmission or registered post with acknowledgement due or through speed post service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time). So far as the Owners and Developer are concerned the notice should only be given to:

a) In case of the Owners:

Mr. Kishan Mirania Agarwal 20/1M East Topsia Road Kolkata -700046 E-mail: kishanmirania@gmail.com

b) In case of the Developer:

Mr. Kumar Vardhan Patodia 207, A.J.C. Bose Road, Kolkata-700017. E-mail: kumar@unimarkgroup.com

Mr. Bishan Mirania Agarwal 20/1M East Topsia Road Kolkata -700046 E-mail: bishan@mirania.com

- 21.2 Any such notice or other written communication shall be deemed to have been served:
 - a) If delivered personally, at the time of delivery.

b) If sent by prepaid recorded delivery or registered post or speed post, on the 4th day of handing over the same to the postal authorities.

- c) If sent by electronic mail or facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the electronic mail or facsimile was sent.
- 21.3 In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by speed post, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a electronic mail or facsimile mossage, that an activity or other report from the sender's electronic mail or facsimile machine can be produced in respect of the notice or other written communication showing the recipient's electronic mail or facsimile number.

SPECIFIC PERFORMANCE:

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In the event of there being breach by either party the other party will have the right to seek specific performance of this agreement and also claim any loss, damage costs and expenses caused due to such breach.

23. COUNTERPARTS:

This Agreement has been executed in two originals or counterparts, each in the like form and all of which shall constitute one and the same document.

24. WAIVER:

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving Party. Any delay, tolerance or indulgence shown by either party hereto in enforcing the terms and conditions of this Agreement or any forbearance or giving of time to the other party by such party in respect of any breach or non-compliance of any of the terms and conditions of this Agreement by other party shall not in any manner prejudice the rights herein mentioned of such party.

25. SEVERABILITY:

If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

26. ARBITRATION:

The parties hereto shall attempt to settle any disputes or differences in relation to or arising out of or touching any affair of this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the parties shall use its reasonable endeavors to consult or negotiate with the other party in good faith and in recognizing the parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both parties. If the parties hereto full to settle the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes, if not solved/settled, shall be referred to, and finally resolved by, arbitration by an Arbitration Tribunal consisting of one arbitrator each to be appointed by either party and a third arbitrator to be appointed by the two appointed arbitrators in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made thereunder. The arbitration proceedings shall be conducted at Kolkata and in English.

THE FIRST SCHEDULE ABOVE REFERRED TO: (SAID LAND)

ALL THAT the piece and parcel of demarcated portion of land comprised in R.S. Dag Nos.79, 80, 81, 85 & 86 corresponding to L.R. Dag Nos.86, 87, 88, 92 & 93 containing an aggregate land area of about 160 cottabs 09 chittacks 33 square feet together with the structures lying thereupon in Mouza Garagacha, J.L. No.45, Touri No.56, being Municipal Holding No.266, Garagachha, within the limits of Rujpur Sonarpur Municipality, Police Station Sonarpur, District South 24-Parganas.

The said Land is butted and bounded by as follows:

On the North:

Partly by RS Dag No. 81 and partly by RS Dag No. 80;

On the South:

Partly by RS Dag No. 82, partly by RS Dag No. 85, partly by RS Dag No. 87,

partly by RS Dag No. 88 and partly by RS Dag No. 66;



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On the East:

Partly by RS Dag No. 62 and partly by RS Dag No. 66;

On the West:

Partly by RS Dag No. 922, Mouza: Briji and partly by RS Dag No. 82, Mouza: Goragacha.

THE SECOND SCHEDULE ABOVE REFERRED TO: (COMMON EXPENSES)

Repairing rebuilding repainting improving or other treatments as are necessary for 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

Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner of 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.

Keeping the gurdens and grounds of the property generally in a neat and tidy/ clean and pollution free 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.

Keeping the private road in good repaired and clean and tidy condition and edged where necessary and clearing the private road when necessary.

Paying a fair proportion of the cost of clearing repairing reinstating any drains and sewers 5. forming part of the property.

Paying such workers as may be necessary in connection with the upkeep of the complex. 6.

Insuring any risks of damages to the common facilities. 7.

Cleaning as one necessary the external walls and windows (not forming part of any Unit) in the 8. 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. 9.

Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for 10. the maintenance of the complex.

Maintaining and operating the lifts. 11.

Providing and arranging for the daily emptying of receptacles/ garbage bins for rubbish.

12. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central 13. state or local) assessed charged or imposed upon or payable in respect of the various buildings of the complex or any part thereof so fur as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.

Abating any muisance and executing such works as may be necessary for complying with any 14 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.

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.

Employing qualified accountant for the purpose of auditing the accounts in respect of the 16. maintenance expenses and certifying the total amount thereof for the period to which the account

Complying with the requirements and directions of any competent authority and with the 17. provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the complex excepting those which are the responsibility of the owner/occupier of any Unit/Units

Insurance of fire fighting appliances and other equipments for common use and maintenance 18. renewal and insurance of the common television aerials and such other equipment as may from time to time be considered necessary for the carrying out of the acts and things mentioned in this

Administering the management of the staff employed by the Association and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.

The provision for maintenance and renewal of any other equipment and the provision of any 20. other service which in the option of the Association it is reasonable to provide.

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 In such time to be fixed annually as shall be estimated by the Association (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 Association for the owners of the Units and shall only be

applied in accordance with the decision of the Association.

 The charges/fees of any professional Company/Agency appointed to carry our maintenance and supervision of the complex.

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

- Special Amenifies/ Facilities: charges and amounts towards provision of any special amenities/ facilities/ infrastructure in the commun portions including Club Development, Club Membership charges etc.
- Infrastructure Charges: charges towards sanction or development of any infrastructure (internal or external) for the project or any Statutory Authority.
- Common Expenses, Maintenance Charges & Deposits: proportionate share of the common expenses, maintenance charges and deposits as may be levied by the Developer.

Sinking Fund

- Documentation Charges towards preparation of agreements, deeds and all other documents
- Transformer and allied installation: Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments.
- . Costs and amounts towards Standby Generator for the Unit

Costs and charges towards Formation of Association

Rates & Taxes: deposits towards Panchayat/Municipal rates and taxes, etc.

- Service Tax, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body.
- Electricity Meter & Connection: Costs, deposits and all other charges of the supply agency for providing electricity meter and electricity connection to the project.
- Internal Layout Change: any change made in the internal layout, design etc. of the Units/Saleable Spaces comprised in the Owners' Allocation and/or up-gradation of fixtures and littings.

Any other charges levied to other Transferees

THE FOURTH SCHEDULE ABOVE REFERRED TO:

<u>PART - I</u> (DEVELOPER'S ALLOCATION)

53% (fifty three percent) of the total constructed area of the Project to comprise in various flats, units, apartments, and/or constructed spaces of the buildings to be constructed on the said land TOGETHER WITH the share in the same proportion in car parking spaces (open and covered) TOGETHER WITH the undivided proportionate impartible part or share in the said land attributable thereto AND TOGETHER WITH the share in the same proportion in all Common Areas, Facilities and Amenities.

PART - II (OWNER'S ALLOCATION)

47% (forty seven percent) of the total constructed area of the Project to comprise of various flats, units, apartments, and/or constructed spaces of the buildings to be constructed on the said land TOGETHER WITH the share in the same proportion in car parking spaces (open and covered) TOGETHER WITH the undivided proportionate impartible part or share in the said land attributable thereto AND TOGETHER WITH the share in the same proportion in all Common Areas, Facilities and Amenities.

THE FIFTH SCHEDULE ABOVE REFERRED TO: (SPECIFICATIONS)

FLOORING - Vitrified tiles in drawing, dining



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BEDROOMS - Ceramic / Vitrified tiles flooring in bedrooms.

TOILETS AND KITCHEN - Ceramic tiles flooring in toilets and kitchen.

GROUND FLOOR LOBBY - Marble/vitrified tiles flooring in ground floor main lobby.

STARCASE - Kota stone flooring (granite, tiles or marble may be provided upto first floor landing).

DOORS - Decorative main door, others wooden framed painted flush doors.

WINDOWS - Aluminium sliding windows with clear glass.

BATHROOM FITTINGS- Ceramic tiles upto door height. Sanitary wares and CP fittings of reputed make.

KITCHEN - Granite top counters with stainless steel sink. Ceramic tiles upto 2 feet above kitchen platform.

FLECTRICAL - Concealed copper wiring. Semi modular switches of reputed brands.

LIFT - Automatic Lift of Otis/Kone/Schindler/Hyundai/ThyssenKrupp or equivalent make.

THE SIXTH SCHEDULE ABOVE REFERRED TO: (TITLE DEEDS)

- Indenture dated 31st day of August, 1990 made between Sandhya Rani Kar therein referred to as the Vendor of the One Part and Mannalal Surekha Trust represented by one of its Trustee Raj Gopal Surekha, therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar South 24Parganas at Alipore and recorded in Book No.1, Volume No. 413, Pages 219 to 226, Being No.16628 for the year 1990.
- Indenture dated the 31st day of August, 1990 made between Sandhya Rani Kar therein referred to as the Vendor of the One Part and Kishan Kumar therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar South 24Parganas at Alipore and recorded in Book No.I, Volume No.413, Pages 204 to 210, Being No.16626 for the year 1990.
- Indenture dated 30th day of January, 1993 made betweep Jayanta Mukherjee therein referred to as the Vendor of the One Part and Bishan Kumar Agarwal therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar South 24Parganas at Alipore and recorded in Book No.1, Volume No.83, Pages 1 to 12, Being No.4225 for the year 1993.
- 4. Bengali Kobala (Deed of Sale) dated 15th day of January, 1997 made between Modern Engineering Company, therein referred to as the Vendor of the One Part and Surita Mirania therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub-Registry Office, Spnarpur in Book No.I, Volume No.4, Pages 283 to 289, Being No.251 for the year 1997.
- Bengali Kobala (Deed of Sale) dated 15th day of January, 1997 made between Modern Engineering Company therein referred to as the Vendor of the One Part and Nidhi Mirania therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub-Registry Office, Sonarpur in Book No.I, Volume No.4, Pages 290 to 295, Being No.252 for the year 1997.
- 6. Bengali Kobala (Deed of Sale) dated 30th day of January, 1997 made between Modern Engineering Company therein referred to as the Vendor of the One Part and Seema Mirania therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub-Registry Office, Sonarpur in Book No.1, Volume No.90, Pages 74 to 79, Being No.621 for the year 1997.
- Indenture dated the 30th day of June, 1998 made between Phool Lata Raina therein referred to as the Vendor of the One Part and Bishan M. Agarwal therein referred to as the Purchaser of the Other Part



Additional Olsuro Sub-Registrat, Garia South 2 Parganes

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- and registered with the District Sub-Registrar-IV North 24Parganas at Alipore and recorded in Book No.I, Being No.1312 for the year 1999.
- Bengali Kobala (Deed of Sale) dated 3rd day of September, 1998 made between Modern Engineering Company therein referred to as the Vendor of the One Part and Seema Mirania therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub-Registry Office, Senarpur in Book No.I, Volume No.114, Pages 287 to 294, Being No.6929 for the year 1998.
- Bengali Kobala (Deed of Sale) dated 23rd day of March, 2000 made between Modern Engineering Company therein referred to as the Vendor of the One Part and Nidhi Mirania therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub-Registry Office, Senarpur in Book No.I, Volume No.46, Pages 314 to 319, Being No.2701 for the year 2000.
- 10. Bengali Kobala (Deed of Sale) dated 23rd day of March, 2000 made between Modern Engineering Company therein referred to as the Vendor of the One Part and Kishan Agarwal therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub-Registry Office, Sonarpur in Book No.1, Volume No.46, Pages 301 to 307, Being No.2699 for the year 2000.
- 11. Bengali Kobala (Deed of Sale) dated 23rd day of March, 2000 made between Modern Engineering Company therein referred to as the Vendor of the One Part and Bishan Agarwal alias Bishan Mirania Agarwal therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub-Registry Office, Sonarpur in Book No.I, Volume No.46, Pages 308 to 313, Being No.2700 for the year 2000.
- 12. Bengali Kobala (Deed of Sale) dated 27th day of March, 2000 made between Sarita Mirania therein referred to as the Vendor of the One Part and Nidhi Mirania therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub-Registry Office, Sonarpur in Book No.I, Volume No.48, Pages 220 to 224, Being No.2796 for the year 2000.
- 13. Bengali Kobala (Deed of Sale) dated 4th day of July, 2000 made between Ram Bilas Agarwal therein referred to as the Vendor of the One Part and Bisun Agrawal therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub-Registrar, Sonarpur and recorded in Book No.I, Volume No.99, Pages 34 to 39, Being No.5798 for the year 2000.
- 14. Bengali Kobala (Deed of Sale) dated 4th day of July, 2000 made between Ram Bilas Agurwal therein referred to as the Vendor of the One Part and Sarita Mirania therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub-Registrar, Sonarpur and recorded in Book No.I, Volume No.99, Pages 24 to 31, Being No.5797 for the year 2000.
- 15. Benagli Kobala (Deed of Sale) dated 25th day of January, 2002 made between Sudhir Mondal, Adhir Mondal and Abinash Mondal therein jointly referred to as the Vendors of the One Part and Khagesh Mirania Agarwal therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub-Registrar, Sonarpur and recorded in Book No.I, Volume No.11, Pages 187 to 192, Being No.606 for the year 2002.
- 16. Indenture dated 27th day of February, 2003 made between Ajay Dhar therein referred to as the Vendor of the One Part and S. M. A. Merchandise Private Limited therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub-Registrar Sonarpur and recorded in Book No.I, Volume No.33, Pages 82 to 94, Being No.1862 for the year 2003.
- 17. Indenture dated 7th day of March, 2003 made between Sanjay Dhar therein referred to as the Vendor of the One Part and K. M. Dealers Private Limited therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub-Registrar Sonarpur and recorded in Book No.I, Volume No. 39, Pages 371 to 383, Being No.2260 for the year 2003.
- 18. Indenture dated 24th day of November, 2003 made between Peary Lal Dhar and Jaya Dhar therein jointly referred to as the Vendors of the One Part and K. K. Commodities Private Limited therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub-



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- Registrar, Sonarpur and recorded in Book No.I, Volume No.146, Pages 269 to 280, Being No.8278 for the year 2003.
- 19. Indenture dated 24th day of November, 2003 made between Jaya Dhar therein referred to as the Vendor of the One Part and B. M. Dealers Private Limited therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub-Registrar, Sonarpur and recorded in Book No.I, Volume No.146, Pages 281 to 292, Being No.8279 for the year 2003.
- 20. Indenture dated 4th day of March, 2004 made between Arun Kurnar Khedia therein referred to as the Vendor of the One Part and Levoc Finance Private Limited therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar-IV South 24Parganas at Alipore and recorded in Book No.I, Volume No.3, Pages 9561 to 9587, Being No.00875 for the year 2006.
- 21. Indenture dated 6th day of September, 2007 made between Neelam Devi therein referred to as the Vendor of the One Part and Levoc Finance Private Limited therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub-Registrar, Sonarpur and recorded in Book No.I, CD Volume No.1, Pages 1201 to 1213, Being No.00978 for the year 2008.
- 22. Indenture dated 6th day of September, 2007 made between Anand Agarwal therein referred to as the Vendor of the One Part and Levoc Finance Private Limited therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub-Registrar, Sonarpur and recorded in Book No.I, CD Volume No.1, Pages 1214 to 1226, Being No.00979 for the year 2008.
- 23. Deed of Conveyance dated 14th day of March, 2008 made between Modern Engineering Company therein referred to as the Vendor of the One Part and K.B. Dealers Private Limited therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub-Registry Office, Scharpur in Book No.I, CD Volume No.5, Pages 821 to 832, Being No.02299 for the year 2008.
- 24. Indenture dated 10th day of April, 2008 made between Parul Das alias Paramanick, Pravash Das alias Paramanick, Pravash Das alias Paramanick, Jugal Das alias Paramanick, Debu Das alias Paramanick, Haran Das alias Paramanick, Indubala Paramanick and Renuka Paramanick therein jointly referred to us the Vendors of the One Part and Kishan Mirania Agarwal (Hindu Undivided Family), therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub-Registrar, Sonarpur and recorded in Book No.I, CD Volume No.7, Pages 2851 to 2871, Being No.03103 for the year 2008.
- 25. Indenture dated 6th day of November, 2008 made between Sunita Devi therein referred to as the Vendor of the One Part and B. K. Merchandise Private Limited therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar-IV South 24Parganas at Alipore and recorded in Book No.I, CD Volume No.I, Pages 2308 to 2322, Being No.00525 for the year 2009.
- 26. Indenture dated 6th day of November, 2008 made between Neelam Devi therein referred to as the Vendor of the One Part and Lily Residency Private Limited therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar-IV South 24Parganas at Alipore and recorded in Book No.I, CD Volume No.1, Pages 2248 to 2262, Being No.00528 for the year 2009.
- 27. Indenture dated 6th day of November, 2008 made between Manju Devi therein referred to as the Vendor of the One Part and BMA Merchandise Private Limited therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar-IV South 24Parganas at Alipore and recorded in Book No.1, CD Volume No.2, Pages 21 to 35, Being No.00736 for the year 2009.
- 28. Deed of Conveyance dated 17th day of November, 2008 made between Ram Bilas Agarwal therein referred to as the Vendor of the One Part and Daffodil Homes Private Limited therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar-IV South 24Parganas at Alipore and recorded in Book No.I, CD Volume No.1, Pages 2170 to 2183, Being No.00520 for the year 2009.
- Indenture of Conveyance dated 17th day, of November, 2008 made between Modern Engineering Company therein referred to as the Vendor of the One Part and Bishan Mirania Agarwal alias Bishan



Additional District Sub-Registras, Garia South 24 Parganes

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- Agarwal therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar-IV South 24Parganas at Alipore in Book No.I, CD Volume No.1, Pages 2263 to 2276, Being No.00529 for the year 2009.
- 30. Indenture of Conveyance dated 30th day of December, 2008 made between Modern Engineering Company therein referred to as the Vendor of the One Part and Khagesh Mirania Agarwal therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar-IV South 24Parganas at Alipore in Book No.1, CD Volume No.1, Pages 2234 to 2247, Being No.00523 for the year 2009.
- 31. Indenture dated 29th day of June, 2010 made between Kumala Devi therein referred to as the Vendor of the One Part and K M A Commodities Private Limited therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar-IV South 24Parganas at Alipore and recorded in Book No.I, CD Volume No.17, Pages 4570 to 4585, Being No.04999 for the year 2010.
- 32. Indenture dated 29th day of July, 2011 made between Anita Gupta therein referred to as the Vendor of the One Part and B. K. Merchantile Private Limited therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar-IV South 24Parganas at Alipore and recorded in Book No.I, CD Volume No.22, Pages 1682 to 1696, Being No.06594 for the year 2011.
- 33. Indenture dated 29th day of July, 2011 made between Anita Gupta therein referred to as the Vendor of the One Part and B. K. Merchantile Private Limited therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar-IV South 24Parganas at Alipore and recorded in Book No.I, CD Volume No.22, Pages 1697 to 1711, Being No.06595 for the year 2011.
- 34. Indenture dated 29th day of July, 2011 made between Anius Gupta therein referred to as the Vendor of the One Part and B. K. Merchantile Private Limited therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar-IV South 24Parganas at Alipore and recorded in Book No.I, CD Volume No.22, Pages 1712 to 1726, Being No.06596 for the year 2011.
- 35. Indenture dated 28th day of October, 2011 made between Pratima Ganguly therein referred to as the Vendor of the One Part and Levoc Finance Private Limited therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar South 24Parganas at Alipore and recorded in Book No.I, CD Volume No.28, Pages 3395 to 3408, Being No.08523 for the year 2011.
- 36. Indenture dated 28th day of November, 2011 made between Gouri Orang therein referred to as the Vendor of the One Part and Levoc Finance Private Limited therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar South 24Parganas at Alipore and recorded in Book No.I, CD Volume No.28, Pages 3409 to 3423, Being No.08524 for the year 2011.
- 37. Indenture dated 7th day of December, 2011 made between Paben Naskar therein referred to as the Vendor of the One Part and Levoc Finance Private Limited therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar South 24 Parganas at Alipore and recorded in Book No.I, CD Volume No.29, Pages 2124 to 2138, Being No.08741 for the year 2011.
- 38. Indenture dated 7th day of December, 2011 made between Bablu Naskar therein referred to as the Vendor of the One Part and Levoc Finance Private Limited therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar South 24Parganas at Alipore and recorded in Book No.1, CD Volume No.29, Pages 2109 to 2123, Being No.08740 for the year 2011.
- 39. Indenture dated 7th day of December, 2011 made between Jeeban Naskar therein referred to as the Vendor of the One Part and Levoc Finance Private Limited therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar South 24Parganas at Alipore and recorded in Book No.I, CD Volume No.29, Pages 2139 to 2153, Being No.08742 for the year 2011.
- 40. Indenture dated 9th day of February, 2012 made between Mana Sarkar therein referred to as the Vendor of the One Part and KMA Commodities Private Limited therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar South 24Parganas at Alipore and recorded in Book No.1, CD Volume No. 04, Pages 2305 to 2320, Being No.01047 for the year 2012.



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- 41. Indenture dated 6th day of March, 2012 made between Sant Lal Mahato therein referred to as the Vendor of the One Part and Levoe Finance Private Limited therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar South 24Parganas at Alipore and recorded in Book No.I, CD Volume No.6, Pages 5530 to 5545, Being No.01854 for the year 2012.
- 42. Indenture dated 14th day of December, 2012 made between Sudhir Nasker therein referred to as the Vendor of the One Part and Freshbyte Buildtech Private Limited therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar South 24Parganas at Alipore and recorded in Book No.1, CD Volume No.36, Pages 145 to 159, Being No.09986 for the year 2012.
- 43. Indenture dated 14th day of December, 2012 made between Sudhir Naskar therein referred to as the Vendor of the One Part and Sudsar Buildspace LLP therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar South 24Pargamas at Alipore and recorded in Book No.I, CD Volume No.36, Pages 130 to 144, Being No.09985, for the year 2012.
- 44. Deed of Conveyance dated 9th day of September, 2013 made between Sandhya Rani Kar therein referred to as the Vendor of the First Part and S M A Merchandise Private Limited therein referred to as the Purchaser of the Second Part and Kishan M. Agarwal and K. M. Dealers Private Limited therein jointly referred to as the Confirming Parties of the Third Part and registered with the District Sub-Registrar-IV, South 24-Parganas at Alipore in Book No.I, CD Volume No.37, Pages 3030 to 3041, Being No.07284 for the year 2013.
- 45. Deed of Conveyance dated 9th day of September, 2013 made between Sandhya Rani Kar therein referred to as the Vendor of the First Part and B.M. Dealers Private Limited therein referred to as the Purchaser of the Second Part and Kishan M. Agarwal and K. M. Dealers Private Limited therein jointly referred to as the Confirming Parties of the Third Part and registered with the District Sub-Registrar-IV, South 24-Parganas at Alipore in Book No.I, CD Volume No.37, Pages 3005 to 3017, Being No.07285 for the year 2013.
- 46. Deed of Conveyance dated 9th day of September, 2013 made between Sandhya Rani Kur therein referred to as the Vendor of the First Part and Bishan M. Agarwal therein referred to as the Purchaser of the Second Part and Levoc Finance Private Limited therein referred to as the Confirming Party of the Third Part and registered with the District Sub-Registrar-IV, South 24-Parganas at Alipore in Book No.I, CD Volume No.37, Pages 3174 to 3184, Being No.07290 for the year 2013.
- 47. Deed of Conveyance dated 9th day of September, 2013 made between Sanjay Dhar therein referred to as the Vender of the First Part and K M A Commodities Private Limited therein referred to as the Purchaser of the Second Part and Bishan M. Agarwal and Levoc Finance Private Limited therein jointly referred to as the Confirming Parties of the Third Part and registered with the District Sub-Registrar-IV, South 24-Parganas at Alipore in Book No.1, CD Volume No.37, Pages 2989 to 3004, Being No.07287 for the year 2013.
- 48. Deed of Conveyance dated 9th day of September, 2013 made between Sandhya Ram Kar therein referred to as the Vendor of the First Part and K M A Commodities Private Limited and K K Commodities Private Limited therein jointly referred to as the Purchasers of the Second Part and S. M. A. Merchandise Private Limited and Levoc Finance Private Limited therein jointly referred to as the Confirming Parties of the Third Part and registered with the District Sub-Registrar-IV, South 24-Parganas at Alipore in Book No.I, CD Volume No.37, Pages 3144 to 3160, Being No.07288 for the year 2013.
- 49. Deed of Conveyance dated the 9th day of September, 2013 made between Ajay Dhar therein referred to as the Vendor of the First Part and S M A Merchandise Private Limited therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar-IV, South 24-Parganas at Alipore in Book No.I, CD Volume No.37, Pages 3061 to 3173, Being No.07289 for the year 2013.
- 50. Deed of Conveyance dated the 9th day of September, 2013 made between Samir Kumar Sen, Salil Kumar Sen, Solit Kumar Sen and Suchitra Mazumdar therein jointly referred to us the Vendor of the First Part and Gruhavikas Highrise Private Limited therein referred to as the Purchaser of the Second



Additional District Sub-Registrar, Geria South 24 Parganes

sPart and registered with the District Sub-Registrar-IV, South 24-Parganas at Alipore in Book No.I. Being No 07364 for the year 2013.

- 51. Deed of Conveyance dated 9th day of September, 2013 made between Sandhya Rani Kar therein referred to as the Vendor of the First Part and Kishan M. Agarwal therein referred to as the Purchaser of the Second Part and Levoc Finance Private Limited therein referred to as the Confirming Party of the Third Part and registered with the District Sub-Registrar-IV, South 24-Parganas at Alipore in Book No.I, CD Volume No.37, Pages 3018 to 3029, Being No.07286 for the
- 52. Indenture dated the 23rd day of October, 2013 made between Rajinder Kaul therein referred to as the Vendor of the One Part and the said K M A Commodities Private Limited therein referred to us the Purchaser of the Other Part and registered with the District Sub-Registrar-IV South 24-Parganas at Alipore and recorded in Book No.I, CD Volume No.42, Pages 2164 to 2177, Being No.08121 for the year 2013.
- 53. Indenture dated 30th day of July, 2014 made between Dolly Dey alias Alpana Dey therein referred to as the Vendor of the One Part and Sudsar Buildspace LLP therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar-IV South 24Parganas at Alipore and recorded in Book No.I, CD Volume No.33, Pages 137 to 155, Being No.05723 for the year 2014.
- 54. Indenture dated 1st day of August, 2014 made between Gopal Singh therein referred to as the Vendor of the One Part and Sudsar Buildspace LLP therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar-IV South 24Parganes at Alipore and recorded in Book No.I, CD Volume No.33, Pages 1479 to 1493, Being No.05796 for the year 2014.
- 55. Indenture dated 28th day of August, 2014 made between Anjana Pal therein referred to as the Vendor of the One Part and Freshbyte Buildtech Private Limited therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar South 24Parganas at Alipore and recorded in Book No.I, CD Volume No. 38, Pages 981 to 996, Being No.06649 for the year 2014.
- 56. Indenture dated 22nd day of September, 2014 made between Rama Nath Dey Sarkar Religious Charitable Trust represented by its Trustees therein referred to as the Vendor of the First Part, Levoc Finance Private Limited and K M A Commodities Private Limited therein jointly referred to as the Purchaser of the Second Part and Sudsar Buildspace LLP and Freshbyte Buildtech Private Limited therein jointly referred to as the Confirming Parties of the Third Part and registered with the District Sub-Registrar-IV South 24Parganas and recorded in Book No.I, CD Volume No.43, Pages 684 to 705, Being No.07394 for the year 2014.
- 57. Indenture dated 22nd day of September, 2014 made between Rama Nath Dey Sarkar Religious Charitable Trust represented by its Trustees therein referred to as the Vendor of the First Part, Sudsar Buildspace LLP and Freshbyte Buildtech Private Limited therein jointly referred to us the Furchaser of the Second Part and Levoc Finanace Private Limited and K M A Commodities Private Limited therein jointly referred to as the Confirming Parties of the Third Part and registered with the District Sub-Registrar-IV South 24Parganas and recorded in Book No.I, CD Volume No.43, Pages 2066 to 2087, Being No.07395 for the year 2014.

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 by the said OWNERS at Kolkata in the presence of

Sose RJ-KO-17

Delabrata Chandre Alimonto High lower , Cal cutto

(BISHAM MIRANIA AGREDAL)

(KISHAM MIRANIA AGARWAL)



Additional District Sub-Registrar, Garia South 24 Parganas

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LKM AGESH MIERNIA PAREWAL] (SEEMA MICHWA ALADWAL)

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Rishan M Agarwal (HUF)

LILIZHAN MIRAWIA ACTEWAL) MANNALAL SUREKA TRUST mismundin Truster,

DAFFODIL HOMES PYT. LTD.

Director (LHAGESH M AGENCHAL)

K. B DEALERS PVT. LTD.

Director L WHALESH M. ACABUAL) B. M DEALERS PVT. LTD.

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WHALESH H. ACREWAL) & E COMMODITIES PYT, LTD.

Director 1 KHAGESH M. AGREWAL)

LILY RESIDENCY PVT. LTD

Director (KHACESH M. REALWAL)

B M A MERCHANDICE PVT. LTD.

Director (VI SHAN M. ACAPLIFE)

SK MERCHANTILE PVT. LTD

Director

(ICISHAN M. ACAGUSE)

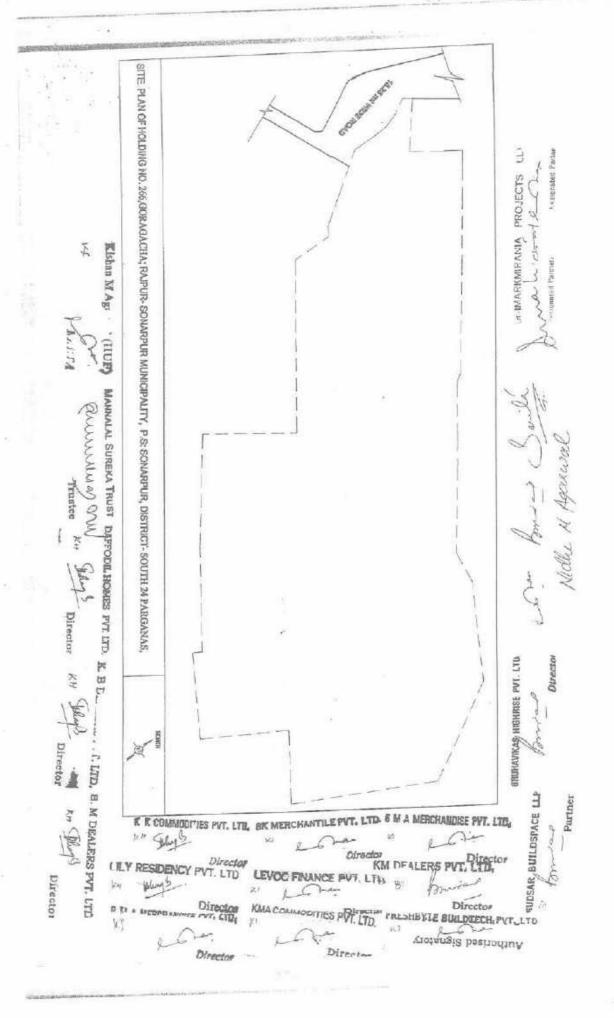


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Additional District Sub-Registrar, Garia South 24 Parganes

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Government Of West Bengal Office Of the A. D. S. R. GARIA District:-South 24-Parganasa

Endorsement For Deed Number : 1 - 00212 of (Serial No. 00216 of 2015 and Query No. 1629L088080345 of 2015



Presentation Under Section 52 & Rule 22A(3) 46(4), W.B. Registration Rules, 1962)

Presented for registration at 18.30 hrs on :20/01/2015, at the Private residence by Kishan Agarwal Alias Kishan Mirania Agarwal, one of the Executants.

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

Execution is admitted on 20/01/2015 by

 Kishan Agarwal Allas Kishan Mirania Agarwal Director, B M A Marchandise Fvt. Ltd., 11, Lower Range, District:-Kolkata, WEST BENGAL, India, Pin :-700017.

Director, B. K. Merchantile Pvt. Ltd., 20/1, Meast Topsia Rd., District-South 24-Parganas, WEST BENGAL, India, Pln:-700048

Director, Levoc Finance Pvt. Ltd., 11, Lower Range, District:-Kolkata, WEST BENGAL, India, Pin :-700017.

Director, K M A Commodities Pvt. Ltd., 20/1 M, East Topsla Rd., District-South 24-Pargunas, WEST BENGAL, India, Pin :-700048.

Director, S. M. A. Merchandise Pvt. Ltd., 20/1 M, East Topsia Rd., District:-South 24-Parganas, WEST BENGAL, India, Pin:-700046.

Authorised Signatory, Freshbyte Buildtech Pvt. Ltd., 33/1, N. S. Rd. Marshall House, District-Kolketti WEST BENGAL, India, Pin :-700001. , By Profession : Others

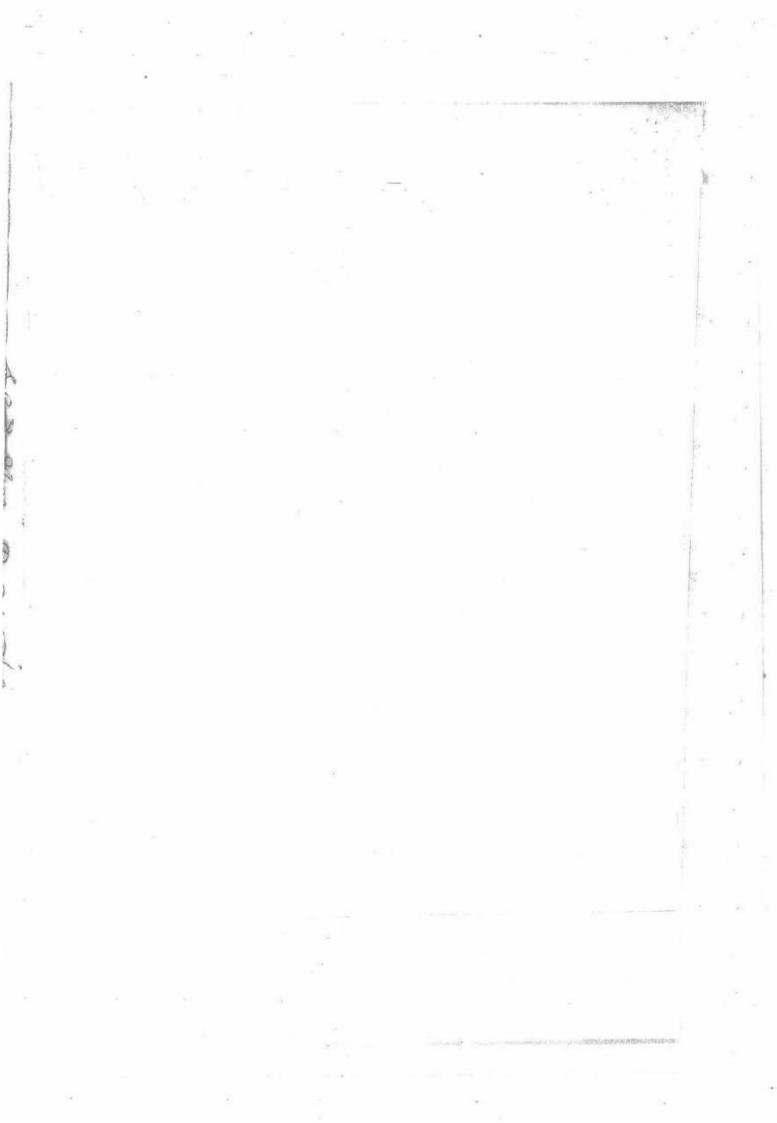
Bishan Agarwal Alias Bishan Mirania Agarwal Director, K. M. Dealers Pvt. Ltd., 20/1 M. East Topsia Rd., District:-South 24-Parganas, WEST BENGAL, India, Pin:-700046.

Director, Gruhavikas Highrise Pvt. Ltd., 33/1, N. S. Rd. Marshall House, District:-Kolkata, WEST BENGAL, India, Pin:-700001.

Partner, Sudsar Buildspace Llp, 11 A / 1 C. East Topsia Rd., District-South 24-Parganas, WEST BENGAL, India, Pin:-700048. , By Profession : Business

(Smritikana Panda) A.D.S.R. Garia, South 24 Parganes

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Government Of West Bengal

Office Of the A. D. S. R. GARAGE District:-South 24-Parganas

Endorsement For Deed Number : 1 - 002 2 por 2016 (Serial No. 00216 of 2015 and Query No. 1629) 0000000345 of

Director, Daffodil Homes Pvt. Ltd., P - 38, India Exchange Place, District Kolketa, WEST BENGAL Khagesh Mirania Agarwal India, Pin:-700001.

Director, K. B. Deelers Pvt. Ltd., 20/1 M, East Topsia Rd., District, South 24-Parganes, WEST BENGAL, India, Pin:-700046.

Director, B. M. Dealers Pvt. Ltd., 20/1 M, East Topsia Rd., Districts-South 24-Parganas, WEST BENGAL, India, Pin:-700046.

Director, K. K. Commodities Pvt. Ltd., 20/1 M, East Topsla Rd., District:-South 24-Parganas, WEST BENGAL, India, Pin:-700046.

Director, Lily Residency Pvt. Ltd., 11, Lower Range, District-Kelkato, WEST BENGAL, India, Pin :-700017.

, By Profession : Business

- Seema Mirania , Alias Seema Mirania Agarwal, wife of Kishan Mirania Agarwal , 36/1 B, Elgin Rd. (Lai Lajpat Rai Sarani), KOLKATA MUNICIPAL CORPORATION, Triana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020, By Caste Hindu, By Profession : Others
- Sarlta Mirania , Allas Sarita Mirania Agarwal, wife of Bishan Mirania Agarwal , 36/1 B, Elgin Rd. (Lai Laipet Rai Sarani), KOLKATA MUNICIPAL CORPORATION, Thana: Bhawanipore, District: South 24-Pargenas, WEST BENGAL, India, Pin :-700020, By Caste Hindu, By Profession : Others
- Nidhi Mirania , Alias Nidhi Mirania Agarwal, wife of Khagesh Mirania Agarwal , 36/1 B, Elgin Rd. (Lai Leipat Ral Sarani), KOLKATA MUNICIPAL CORPORATION, Thana:-Bhewantipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020, By Caste Hindu, By Profession : Others
- Kerta, H U F, 36/1 B, Elgin Rd. (Lai Lajpat Rei Sareni), KOLKATA MUNICIPAL CORPORATION. Thana:-Bhawanipore, District-South 24-Parganas, WEST BENGAL, India, Pin:-700020. Kishan Mirania Agerwal , By Profession : Others
- Trustee, Manna Lai Sureka Trust, 5/1, A. J. C Bose Rd., Thanat-Park Street, District-Kolksta, WEST BENGAL, India, Pin:-700020. 8. Raj Gopal Sureka By Profession : Business
- Kishen Agerwal Alies Kishen Mirania Agerwal Partner, Unimarkmirania Projects Lip, 207, A J C Bose Rd., District-Kolkete, WEST BENGAL, India. Pin: -700017 , By Profession : Business
- Partner, Unimarkmirania Projects Lip, 207, A J C Bose Rd., District-Kolketa, WEST BENGAL, India, 10. Harsh Vardhan Patodia Pin:-700017. , By Profession ; Business

(Smritikona Panda)

A.D.S.R. Garla, South 24 Parganas

1920 0 1920 S. 18 SS NO.



Government Of West Bengal Office Of the A. D. S. R. GARIA District:-South 24-Parganage



Endorsement For Deed Number : 1 - 002/12 01-2645 (Serial No. 00216 of 2016 and Query No. 1629L000008345

Identified By Debabrata Chandra, son of ... High Court, Calcutte, District:-Kolkata, WEST BENGAL, India, By Caste: Hindu, By Profession: Advocate.

(Smritikana Panda) A.D.S.R. Garla, South 24 Parganss

14

Certificate of Admissibility (Rule 25 W. B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A. Article number : 4, 5(f) of Indian Stamp Act 1899.

Payment of Fees, L

Amount By Cash

Rs. 21.00/-, on 21/01/2015

Curtificate of Market Value (Wis PUVI rules of 2001) Certified that the market value of this property which is the subject matter of the deed has been

Certified that the required stamp duty of this document is Rs.- 75020 /- and the Stamp duty pake as: Delloit stame duty

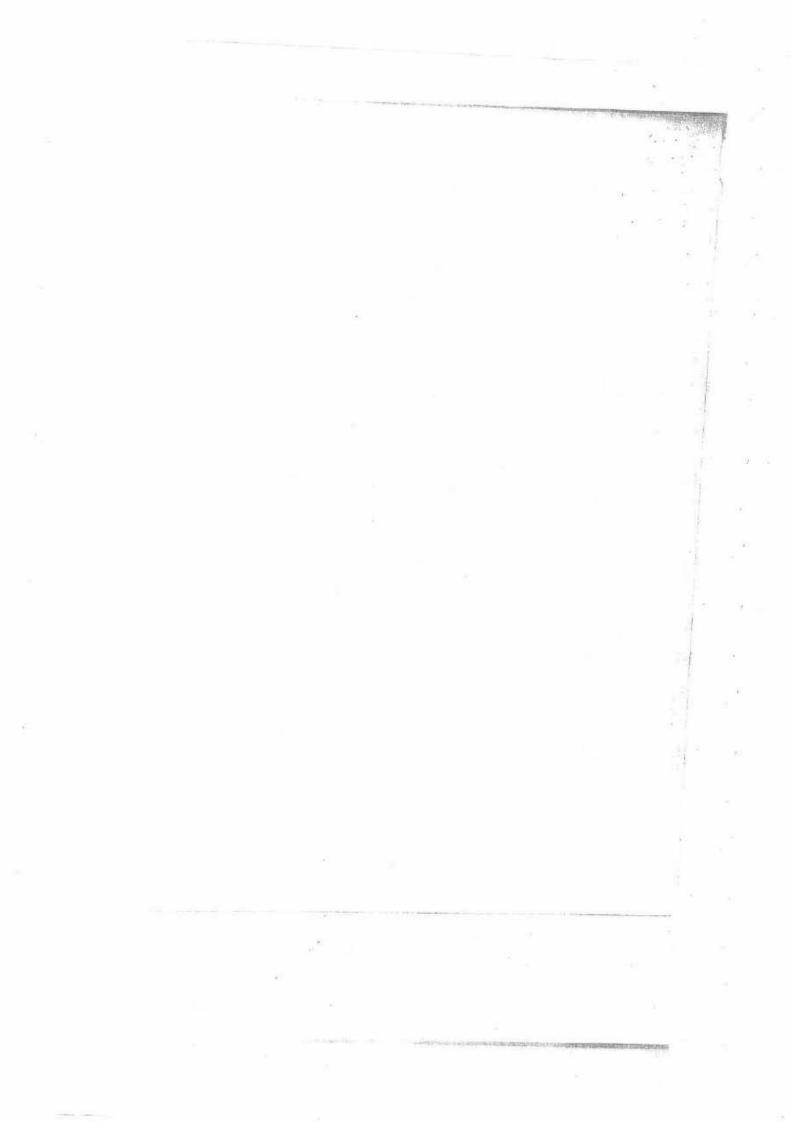
Deficit stamp duty

- 1. Rs. 35020/- is peld , by the dreft number 112904, Draft Date 20/01/2015, Bank : State Bank of India
- Rs. 40000/- is paid, by the draft number 968265, Draft Date 20/01/2015, Bank: State Bank of Inclination. INC.TAX BLDG(BENIAPUKUR), received on 21/01/2015

(Smritikena Panda) A.D.S.R. Garia, South 24 Parganes

(Smritikana Panda) A.D.S.R. Gana, South 14 Parganas

Exite People (ICE age 3, o.)



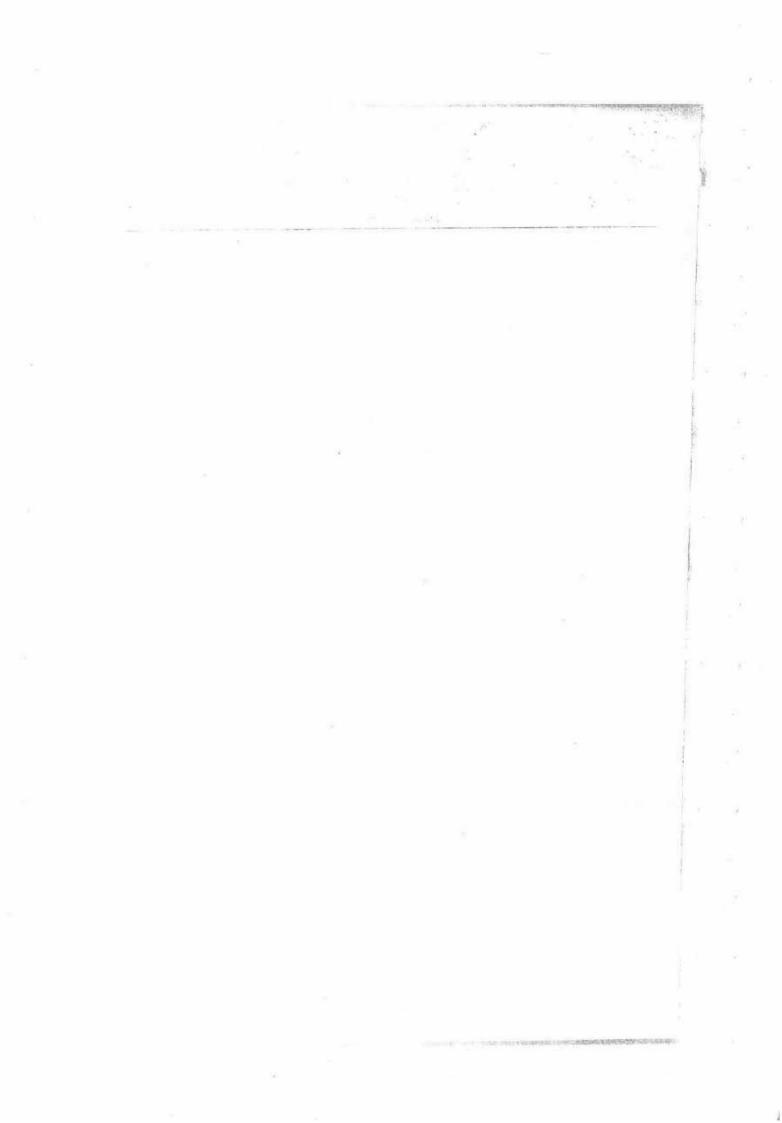
Certificate of Registration under section 60 and Rule 69.

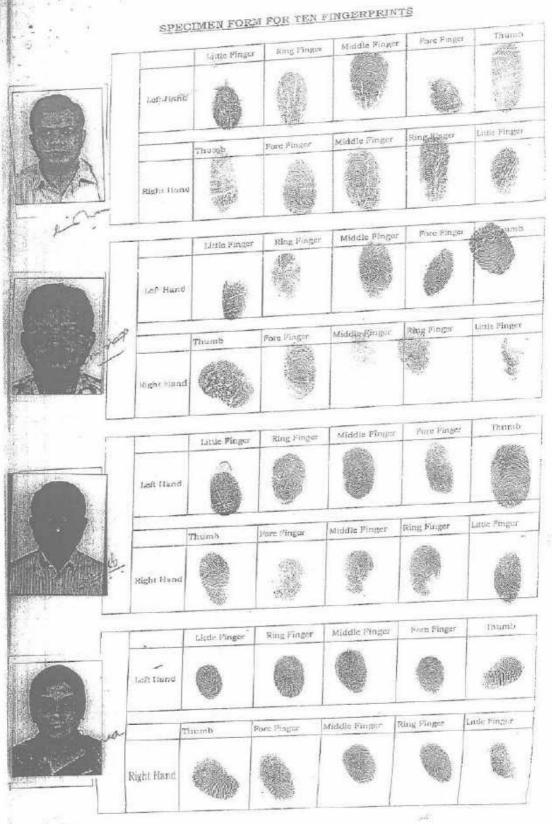
Registered in Book - I CD Volume number 2 Page from 844 to 882 being No 00212 for the year 2015.

fully to the f



(Smritikana Panda) 36-January-2015 A.D.S.R. Garia, South 24 Parganas Office of the A. D. S. R. GARIA West Bengal

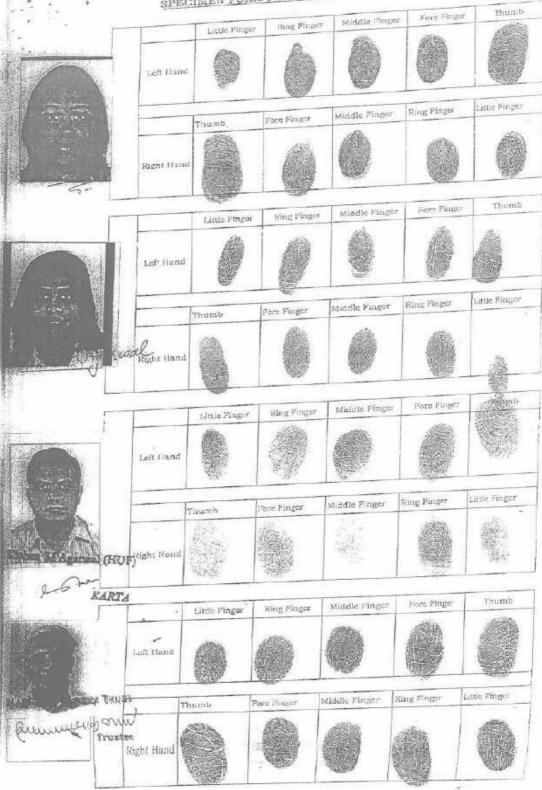






Additional District Sub-Registrat, Garia South 24 Pargents

SPECIMEN FORM FOR TEN FINGERPRINTS



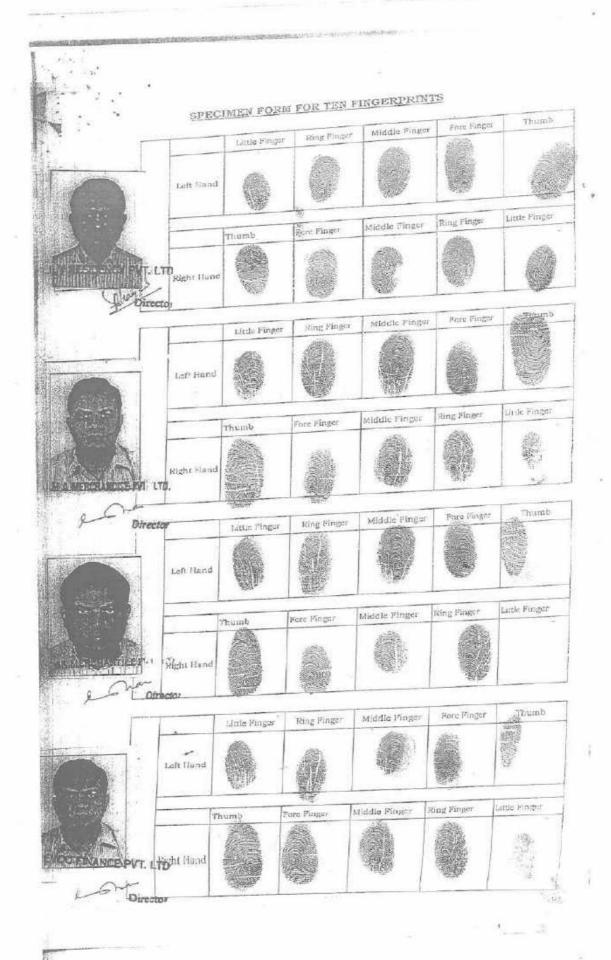


Additional District Sub-Registrar, Garla South 24 Parganas

2 8 JAN 7015

SPECIMEN FORM FOR TEN FINGERPRINTS Thum? Fore Fingst Middle Finger Ray Finger teft Hand Little Finger Ring Finger Middle Finger Fore Finger Thumb Director Fore Finger Middle Finger King Pinger Little Finger Left Hand Little Finger Ring Fings: Middle Finger Fare Hingar Thumb LTD loghy Hand Thumb Pose Pinger Middle Finger Hing Pinger Little Finger Left Hand Lucie Funger Ring Pinger middle Finger Fore Finger Thumb Right Hand Ford Finger Thumb Middle Finger Ring Fingur Little Finger Left Dunci Ring Finger Larde Finger Middle Finger Thumb Nore Pinger Right Hand





Additional Disingt Sub-Registrer,
Garla Soun 24 Progenas

SPECIMEN FORM FOR TEN FINGERPRINTS Ford Funger Middle Piager Ring Pinger Little Pinger Left Fland Ring Finger Little Finger Middle Finger Ford Finger Thumb Right Hand MUCORIES FUT. LTD. Fore Pinger Middle Singar Ring Pinger Little Finger Director Left Hand Ring Ringer Little Finger Middle Finger Fore Pinger Thum Fi. Libright Hand Director Thumb Fore Finger Middle Finger Ring Finger titule Pinger Laft fland Little Finger Middle Finger Ring Pinger Pare Finger Thumb Right Hand Director Fore Finger Middle Pinger Linde Pinger Ring Pinger Left flund Ring Pinger Little Finger Middle Finger Fore Finger TE BURDYECH PYRISETBland

Authorised Signatory



Additional District Sub-Registrar, Garle South 24 Parganas

