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(16)

02788/15

भारतीय गैर न्यायिक

पचास
रुपये

रु.50



FIFTY
RUPEES

Rs.50

INDIA

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

9-6689/15

NO 6,02,56,347/-

V/C-656/15

R 925292

I certify that the Document is admitted to Registration, the Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

Additional Registrar
of Assurances-I Kolkata

31.3.15

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 28th day of March TWO THOUSAND AND FIFTEEN (2015).

180079

A. K. Chowdhary & Co.
Advocates
10, Old Post Office Street
Room No. 21, 1st Floor, Kol-1

27 MAR 2015
SUPANJAN BUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kol-1

27 MAR 2015
27 MAR 2015

Ramni Singhwala

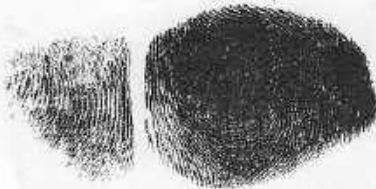


1627C

Reunak Properties Pvt. Ltd.
Ramni Singhwala
Managing Director

For Umaputra Tie-Up Private Ltd.
Ramni Singhwala
Managing Director

Rajlakshmi Marketing Pvt. Ltd.
Ramni Singhwala
Managing Director



1628C

For ANAND INDUSTRIES (P) LTD.

Anand Narayan Singh
Director

ANAND NARAYAN SINGH
For CLS LIMITED

Anand Narayan Singh
Director



1629C

For Innovative Infoworld Pvt Ltd.

Manish Kumar
Director

Manish Kumar P.T.O



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
28 MAR 2015

BETWEEN

ANAND INDUSTRIES PVT LTD (PAN AAECA6158Q) a company within the meaning of the Companies Act 1956 having its registered office at Village and Post Office Salap, PS Domjur, ^{Pin-711409} District Howrah, represented by its Director Anand Narayan Singh son of late Jagdamba Prasad Singh and **CLS LTD** (PAN AABCC1749E) a company within the meaning of the Companies Act 1956 having its registered office at 20 Salkia School Road, P S Golabari, Howrah 711 106, represented by its Director Anand Narayan Singh son of late Jagdamba Prasad Singh., **INNOVATIVE INFOWORLD PRIVATE LIMITED (PANAADC17032E)** a company within the meaning of the Companies Act 1956 having its registered office at 46/1, College Road, Police Station-Shibpore, Howrah-711103, represented by its Director Manish Kumar, (**PAN BOMPK2584N**) son of Yogendra Pandey, **SHIVGANGA NIWAS PVT LTD (PAN AAMCS7933B)** a Company within the meaning of Companies Act, 1956, having its registered office at 20/2, Salkia School Road, Salkia, Police Station-Golabari, Howrah-711106, represented by its Authorised Representative Binay Chandra Jha (**PAN AEDPJ2382M**), hereinafter referred to as "the **FIRST LANDOWNERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successors and successors in interest) of the **FIRST PART**.

AND

UMAPUTRA TIE-UP PVT LTD (PAN AABCU0557A) a company within the meaning of the Companies Act 1956 having its registered office at P-829/A, Lake Town, Block - A. Kolkata - 700 089, represented by its Managing Director **RAUNAK JHUNJHUNWALA** son of Sushil Kumar Jhunjunwala, AND **M/S. RAJLAKSHMI MARKETING PRIVATE LIMITED (PAN AAECR0256J)**, a Private Limited Company incorporated under the Companies Act, 1956 having its registered office at 829/A, Lake Town Block A, Kolkata - 700 089, represented by its Managing Director **RAUNAK JHUNJHUNWALA** son of Sushil Kumar Jhunjunwala, hereinafter referred to as "the **SECOND LANDOWNERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successors and successors in interest) of the **SECOND PART**.

AND

RAUNAK PROPERTIES PRIVATE LIMITED (PAN-AABCR8161K), a Company duly registered and incorporated under the meaning and provision of the Companies Act, 1956 having its registered office at the Premises No.6, Hanspukur Lane, 4th Floor, Kolkata - 700007, duly represented by its Managing Director, **RAUNAK JHUNJHUNWALA (PAN AEYPJ0495G)** son of Sushil Kumar Jhunjunwala 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 their successors and successors in interest) of the **OTHER PART**:

Plaban Prasad
Adv.



1630C

SEVGANAGA NIWAS PVT. LTD.

Binay chandra Das
Director
Authorized Signatory

Uditul Malu
(MOTILAL MALU)
S/O Late Dr. MANIKCHAND MALU
46/1, COLLEGE ROAD,
HOWRAH - 711003
PS - SHIBPUR, BUSINESS



ADDITIONAL REGISTRAR
OF ASSAM, KOLKATA
28 MAR 2015

PART-I # DEFINITIONS:

I. In this agreement, unless there be something contrary or repugnant to the subject or context:

- (a) ***First Landowners Property*** shall mean All that the piece and parcel of Land Measuring 35 Cottahs (more or less) lying and situate at Holding No 436 Grand Trunk Road, (North), Ward No 16, Dist Howrah, 711 101. Police Station Golabari more fully and particularly mentioned and described in **Part-I** of the **First Schedule** hereunder written.
- (b) ***Second Landowners Property*** shall mean All that the piece and parcel of Land Measuring 14 Cottahs (more or less) lying and situate at Holding No 436 Grand Trunk Road, (North), Ward No 16, Dist Howrah, 711 101. Police Station Golabari more fully and particularly mentioned and described in **Part-II** of the **First Schedule** hereunder written.
- (c) ***Developer's Property*** shall mean All that the piece and parcel of Land Measuring 7 Cottahs (more or less) lying and situate at Holding No 436 Grand Trunk Road, (North), Ward No 16, Dist Howrah, 711 101. Police Station Golabari more fully and particularly mentioned and described in **Part-III** of the **First Schedule** hereunder written.
- (d) ***Said properties*** shall mean the total area of land as described in **Part-IV** of the **First Schedule** being the First Landowner's property Second Landowners property and the Developer's property jointly, lying contiguous to each other and containing an aggregate area of 56 Cottahs (more or less) more fully and particularly mentioned and described in
- (e) ***New Building*** shall mean one or more new buildings to be constructed by the Owner/Developer at the said properties and include any other structure that may be erected by the Owner/Developer thereat.
- (f) ***Building Plan*** shall mean the plan to be caused to be sanctioned from the Howrah Municipal Corporation and other concerned authorities for construction



ADDITIONAL REGISTRAR
REGISTRAR OF COMPANIES, KOLKATA
28 MAR 2015

Government of West Bengal
Office of the A.R.A. - I KOLKATA
W.B. FORM NO. 1504

Date: 31/03/2015

Deed No. **02681/2015** Deed No. **I-02788/2015**
Representant Name Raunak Jhunjhunwala
Representant Name Anand Narayan Singh and others Claimant Name Raunak Jhunjhunwala
Type of Deed Development Agreement or Construction agreement
Market Value Rs 6,02,56,347/-

Addl. Transaction General Power of Attorney , Agreement(2), Receipt Amount Rs 22000000

Fees & Standard User charges
Paid (Break up as below) **Rs 2,42,384/-**

Stamp Duty Paid
(Break up as below) **Rs 75,110/-**

1. By Cash * **Rs 283/-**
2. By Draft/BC/SABR **Rs 2,42,101/-**
SL. No.* Date * Amount (Rs.)
1. 565115 28/03/2015 2,42,101/-

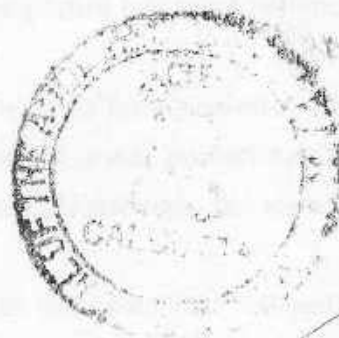
1. By Stamp **Rs 50/-**
2. By Draft/BC/SABR/Challan **Rs 75,060/-**
SL. No. No.* Date * Amount (Rs.)
1. 565114 28/03/2015 75,060/-

Article :B=2,41,989/-, E=28/-, I=55/-,M(a)=25/-,M(b)=4/-,
By Cash* Amount Includes Standerd User Charge of Rs 283/-
No* - Draft/Bankers Cheque/SABR/Challan No. Date *
-Draft/Bankers Cheque/SABR/Challan Date

Registering Officer
A.R.A. - I KOLKATA

of the New Building at the said properties and include all sanctionable modifications made thereof and/or alterations made thereto from time to time.

- (g) "**Units**" shall mean residential flats and other saleable spaces in the New Building/s capable of being independently held and enjoyed by a person which shall be sold by the respective parties entitled to the same under the terms of this Agreement.
- (h) "**Parking Spaces**" shall mean the open and covered spaces in the Building Complex to be used only for parking of motor cars and two wheelers which shall be sold to the unit transferees against consideration.
- (i) "**Common Areas And Installations**" shall mean the areas, installations and facilities in and for the New Building/s and the said premises expressed or intended by the Owner/Developer for common use of the transferees of Units.
- (j) "**Building Complex**" shall mean the said properties with the New Building/s thereon including the Units, Parking Spaces (both open and covered) and the Common Areas and Installations.
- (k) "**Transferees**" shall mean and include all persons to whom any Unit, with or without Parking Space, is transferred or agreed to be so done and possession whereof has been delivered to them.
- (l) "**Owners**" shall mean and include when the reference is made collectively the same shall mean the First Landowners and the Second Landowners and the Developer and when the reference is made individually to the First Landowner it shall mean any obligation or responsibility that the First Landowners have collectively undertaken under this Agreement and/or is under an responsibility to collectively undertake including any assurance and/or representation given by the First Landowners and shall also mean any obligation or responsibility that the Second Landowners have collectively undertaken under this Agreement and/or is under an responsibility to collectively undertake including any assurance and/or representation given by the Second Landowners. Any reference made singly and individually to the Developer shall mean the obligations, responsibilities and assurances given by the Developer to the First Landowners and the Second Landowners and shall similarly mean any right or entitlement of the Developer under this Agreement.



ADDITIONAL REGISTRAR
REGISTRAR OF COMPANIES, KOLKATA
28 MAR 2015

- (m) **"First Owner's Allocation"** shall mean the revenue in lieu of 47% (forty seven percent) share in the Units, Parking Spaces, Common Areas and Installations in the Building Complex and wherever the context so permits or intends shall include like 47% undivided share in the land of the said properties.
- (n) **"Second Owner's Allocation"** shall mean the revenue in lieu of 14% (fourteen percent) share in the Units, Parking Spaces, Common Areas and Installations in the Building Complex and wherever the context so permits or intends shall include like 14% undivided share in the land of the said properties
- (o) **"Developer's Allocation"** shall mean the revenue in lieu of 39% (thirty nine percent) share in the Units, Parking Spaces, Common Areas and Installations and other built-up spaces in the Building Complex and wherever the context so permits or intends include like 39% undivided share in the land of the said properties and the developers allocation shall also mean and include an amount of **Rs.5,30,00,000/- (Rupees Five Crore Thirty Lakhs) only** (hereinafter referred to as the allocation amount) which shall be paid to the Developer in any manner as hereinafter stated.
- (p) **"Common Purposes"** shall mean and include the purpose of maintaining, managing and up-keeping of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the Transferees of the Units in the Building Complex; collection and disbursement of the common expenses; the purpose of regulating mutual rights obligations and liabilities of the Transferees of the Units and dealing with all matters of common interest of the Transferees of the Units.
- (q) **"Reserved Area"** shall mean an area equivalent to 25 % of area identified out of the First Landowners' allocation and shall be sold only after allocation amount along with proportionate share of marketing expenses and Extra costs payable by the First Landowner to the Developer.
- 1.1 "Extras"**: shall mean all such amounts per unit not being revenue receipts towards sale consideration that the Developer is authorised and permitted to collect and utilise for the purposes of providing extra facilities and amenities in the Project together with other amounts and deposits towards maintenance, electrical infrastructure, HT/LT line, sinking fund (if any) and any other amenity which according to the Developer is necessary for the Project and/or which the Developer desires to introduce in the Project. Such extra amount to be realised



ADDITIONAL REGISTRAR
REGISTRAR OF COMPANIES, KOLKATA
28 MAR 2015

per Unit shall be calculated on the basis of the estimates and projections to be made by the Project Engineer appointed by the Developer. The First Landowners herein shall pay the extra costs to the Developer being the agreed amount of Rs. 1,00,000/- for units comprising of two Bedrooms and Rs.1,50,000/- only for units comprising of three Bedrooms. The First Landowners have authorised and permitted the Developer to retain the proportionate share of extras out of the revenue receipts pertaining to the First Landowners' allocation by deducting the same progressively with such extras being incurred by the Developer by furnishing true and correct accounts in respect thereof. The Developer shall, however, be permitted to charge and/or realise such other amounts as may be deemed fit and proper by the Developer for the extras and deposits relating to the Second Landowners' allocation and Developer's allocation.

- (r) "**Marketing Expenses**" shall mean and include the costs and expenses to be incurred by the Developer on account of sales and marketing related procedures, media exposure (print and electronic), printing of brochures, pamphlets, flyers, displays, brokerage costs. The marketing expenses shall be shared between the First Landowners and the Developer on the basis of the agreed sharing ratio provided however the marketing expenses for the reserved area shall be to the Owners' Account if ultimately the same is sold (as and when sold) by the Developer herein and the First Landowners' share shall be appropriated or adjusted out of the revenue receipts pertaining to the First Landowners' share.
- (s) "**Force Majeure**" shall mean those conditions which shall result in delays in commencement of construction, preconstruction activities and/or progress of construction and shall include conditions due to flood, water-logging, earthquake, riot, war, storm, tempest, civil commotion or any legal dispute restraining construction or development of the said properties not occasioned at the instance of or due to any default on the part of the Developer.
- (t) "**Advocates**" shall, mean A. K. Chowdhary & Co., Advocates of 10, Old Post Office Street, Room No. 21, First Floor, Kolkata - 700 001 who have been appointed by the parties as the Advocate for drafting the Agreement for Sale, Deed of Conveyance and all others documents and papers as may be required from time to time by the Owner/Developer.

- (u) "**Parties**" shall collectively mean the First Landowners, Second Landowners and the Developer and "**Party**" according to the context shall mean the First Landowners, Second Landowners and the Developer individually.

II. INTERPRETATION:

- (i) Reference to any clause shall mean such clause of this agreement and include any sub-clauses thereof.
- (ii) Headings, clause titles, capitalized expressions and bold expressions are given for convenience purpose only.

PART – II # RECITALS:

WHEREAS the First Landowners are the full and absolute owner of **land measuring 35 Cottahs** more or less more fully and particularly mentioned and described in **Part-I** of the **First Schedule** hereunder written.

WHEREAS the Second Landowners is the full and absolute owner of **14 Cottahs** more or less morefully and particularly mentioned and described in **Part-II** of the **First Schedule** hereunder written.

WHEREAS the Developer is the full and absolute owner of **7 Cottahs** more or less morefully and particularly mentioned and described in **Part-III** of the **First Schedule** hereunder written.

The properties described in **Part-I, Part-II** and **Part-III** of **First Schedule** are collectively detailed described in **Part-IV** of the **First Schedule**.

AND WHEREAS The deeds of Conveyance whereunder the First Landowners , Second Land Owners and Developer have acquired right, title and interest in the properties respectively owned by them are described in the Second Schedule hereunder written.

AND WHEREAS the First Landowners , Second Land Owners and Developer being desirous of developing their respective properties have agreed to develop the same under an understanding whereby the First Landowners , Second Land Owners and Developer shall contribute their respective lands for development and the First Landowners, Second Land Owners have appointed the Developer as the 'Developer' to develop their respective properties into a building complex comprising of several

building blocks. The First Landowners, Second Land Owners and Developer have mutually represented to each other as follows:-

- (a) The First Landowners, Second Land Owners and Developer are in joint possession of their respective properties.
- (b) The First Landowners have represented that the property described in Part-IV of the First Schedule is free from encumbrances, mortgages, charges, liens, lispendens, attachments, acquisitions, requisitions, claims, government notifications, any legal effect and demands and any of the above representations or any condition that shall prevent or obstruct the Developer from commencing or progressing with the work of development shall be the responsibility of the First Landowners who shall keep the Second Landowners and the Developer indemnified for the same.
- (c) There is no suit or litigation pending against the First Landowners, Second Land Owners and Developer in any court of law or before any other authority with regard to the said properties.
- (d) The First Landowners, Second Land Owners and Developer have not entered into any agreement or contract with any person or persons/company or companies in connection with the said properties or any part thereof or its development/transfer prior to the execution of this agreement.

AND WHEREAS the Developer has assured that it has adequate funds, know-how, expertise and all means to undertake development of the Building Complex in the manner agreed hereunder.

AND WHEREAS upon discussions and negotiations it was agreed between the Parties that the party shall contribute their said Properties and the Developer would develop the same as a single property at its own costs and expenses and the Parties would be entitled to the revenue to be received from the sale of the respective allocations in the Building Complex so developed by the Developer at the said properties on certain terms and conditions as herein contained.

AND WHEREAS the parties do hereby record into writing the terms and conditions agreed by and between them in connection with the development of the said properties and commercial exploitation of their respective allocations in the Building Complex and their respective rights and obligations in respect of the same as hereinafter contained:

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

2. AGREEMENT, CONSIDERATION AND ALLOCATIONS:

- 2.1** In the premises aforesaid, the Parties have agreed and contracted with each other for development and commercial exploitation of the Building Complex at the said properties for their mutual benefit and for the consideration and on the terms and conditions hereinafter contained.
- 2.2** In consideration of the mutual promises and obligations of the Parties contained herein, the First Landowners, Second Landowners and the Developer hereby agrees to contribute the said Properties and to allow the same to be used for the purpose of development by the Developer and accordingly the First Landowners, Second Landowners and the Developer grant unto each other the respective allocations subject to and on the terms and conditions hereinafter contained.
- 2.3** In consideration of the Owners providing land of the said properties as aforesaid, the Developer hereby agrees to develop the Building Complex and construct the New Building solely at its own costs and expenses and deliver the revenue in lieu of the First Landowner's Allocation to the First Landowners and Second Landowners' allocation to the Second Landowners (subject to the terms and conditions as contained herein) in the manner mentioned herein and comply with its obligations and liabilities herein contained.
- 2.4** It is agreed by and between the parties hereto that in the Building Complex, the Owners shall be entitled to and shall be handed over the revenue in lieu of the Owner's allocation and the Developer shall be entitled to and shall be allocated the Developer's Allocation as follows:
- (a)** Revenue receipts in lieu of 47% (forty seven percent) of the total saleable area in the Building Complex shall belong to the First Landowners and Revenue receipts in lieu of 14% (Fourteen percent) of the total saleable area in the Building Complex shall belong to the Second Landowners and Revenue receipts in lieu of 39% (Thirty nine percent) of the total saleable area in the Building Complex shall belong to the Developer ;

(b) The ultimate roof of the New Building, the Common Areas and Installation in the Building Complex and the land comprised in the said properties shall belong to the First Landowners, Second Landowners and the Developer in the proportion 47%:14%:39%.

2.5 The First Landowners shall subject to the terms of this Agreement sell and transfer to the Developer and/or its nominee or nominees the said 47% undivided share in the land comprised in the said properties in such shares as the Developer may nominate or require and in a state free from encumbrances.

2.6 The Second Landowners shall subject to the terms of this Agreement sell and transfer to the Developer and/or its nominee or nominees the said 14% undivided share in the land comprised in the said properties in such shares as the Developer may nominate or require and in a state free from encumbrances.

2.7 The Developer shall subject to the terms of this Agreement sell and transfer to the Developer and/or its nominee or nominees the said 39% undivided share in the land comprised in the said properties in such shares as the Developer may nominate or require and in a state free from encumbrances.

2.8 The Developer agrees to develop the said properties by constructing the New Building thereat, which includes, inter alia, the respective allocations, solely at its own costs and expenses in the manner hereinafter mentioned and to provide all requisite workmanship, materials, technical knowhow and finances for the same in the manner and on the terms and conditions hereinafter contained.

(a) It is made clear that all and entire costs and expenses for construction and completion of the entire allocation shall be borne and paid by the Developer and the First Landowners, Second Landowners shall not be liable to bear any expenses in respect thereof, **save** the Extras and Deposits together with marketing expenses expressly mentioned hereinafter and agreed to be paid by the First Landowners, Second Landowners and/or their Transferees at the time of delivery of possession of the First Landowners, Second Landowners Allocation. The Extras and Deposits charged by the Developer shall be as agreed and such extras shall not form part of the revenue and the First Landowners, Second Landowners shall not claim any amount out of such extras as part of its allocation and the developer shall not be required to pay any amounts to the First Landowners, Second Landowners out of such extras.

- 2.9 At all stages of construction, the First Landowners, Second Landowners shall own and be absolutely entitled to the First Landowners, Second Landowners Allocation and the Developer shall own and be absolutely entitled to the Developer's Allocation.
- 2.10 Without prejudice to the generality of the foregoing provisions and nonetheless and in addition thereto it is agreed and made clear that the consideration for the sale and transfer of 39% undivided share in the land of the said properties forming part of the Developer's Allocation to the Developer shall be deemed to be the cost of construction of the First Landowner's and Second Landowner's Allocation.
- 2.11 Each of the promises contained herein shall be the consideration for the other.
- 2.12 The Parties shall be entitled to commercially exploit their respective allocations in the manner mentioned hereinafter.

3. SECURITY DEPOSIT

- 3.1 The Developer has paid to the First Landowners a sum of **Rs.2,00,00,000/- (Rupees Two Crores) only** at or before the execution hereof as interest free refundable security deposit (the receipt whereof the Owner do hereby as also by the receipt and memo hereunder written admit and acknowledge).
- 3.2 The said interest free security deposit of **Rs.2,00,00,000/- (Rupees Two Crores) only** shall be refunded by the First Landowners to the Developer as a part of the allocation amount the mode of adjustment whereof has been detailed in this Agreement.
- 3.3 The Developer has paid to the Second Landowners a sum of **Rs. 20,00,000/- (Rupees Twenty Lakhs) Rs.10,00,000/- each (Rupees Ten Lakhs each) only** at or before the execution hereof as interest free refundable security deposit (the receipt whereof the Owner do hereby as also by the receipt and memo hereunder written admit and acknowledge).
- 3.4 The said interest free security deposit of **Rs.20,00,000/- (Rupees Twenty Lakhs) only** shall be refunded by the Second Landowners to the Developer simultaneously with the handing over of the Second Landowner's Allocation by the Developer.

4. HANDING OVER OF RESPECTIVE ALLOCATIONS.

- 4.1** The allocation of the First Landowners shall be deemed to have been received and accepted by the First Landowners upon receipt of the proportionate share of revenues pertaining to the First Landowners' Allocation (save and except the reserved area). Such proportionate share of revenues shall be made over to the First Landowners by the Developer progressively with the in-flow of sales consideration from Unit Purchasers.
- 4.2** The parties have mutually agreed that the Developer's Allocation amount and marketing expenses and extra costs shall be paid out of the revenue receivables of the First Landowners' Allocation in the manner as follows :
- a) Revenues to be received progressively towards sale of the First Landowners allocation (save and except the reserved area) shall be retained by the Developer till such time the allocation amount forming part of the Developer's allocation being Rs.5,30,00,000/- stands fully appropriated by the Developer.
 - b) Upon due satisfaction of the Developer's Allocation by the First Landowners to the Developer the First Landowners shall be entitled to sell the reserved area and shall be entitled to the revenue out of the First Landowners' Allocation.
- 4.3** After such appropriation and satisfaction of the Developer's allocation amount the Developer shall be under an obligation to progressively make over the revenue receipts towards the First Landowners' allocation to the First Landowners progressively with the in-flow of sales consideration from Unit Purchasers.
- 4.4** The Developer shall be entitled to deal with dispose of transfer, assign, enter into Agreement for Sale and receive advances from intending purchasers for sale of the identified and demarcated units pertaining to the Developer's allocation without any interference and obstruction from the First Landowners and the Second Landowners.
- 4.5** The Developer shall be entitled to execute Deed of Conveyance and part with possession of constructed space with Unit Purchasers.
- 4.6** The First Landowners and the Second Landowners through the Developer shall be entitled to deal with dispose of transfer, assign, enter into Agreement for Sale and receive advances from intending purchasers for sale of the identified and demarcated units pertaining to the First Landowners and the Second Landowners allocation (save and except the reserved area pertaining to the First Landowners allocation) , including the right to execute Deed of Conveyance and part with possession of constructed space with Unit

Purchasers. The Developer shall act on behalf of First Landowners and the Second Landowners on the basis of the Power of Attorney executed by the First Landowners and the Second Landowners simultaneously upon execution and registration of the Development Agreement.

- 4.7** It is agreed between the Parties that till such time the First Landowners and the Developer are satisfied with each other allocation the First Landowners have agreed to reserve an area being 25% out of its allocation and the Developer shall not sell such area till satisfaction of the said Developer's allocation amount. If for any reason the First Landowner creates any impediment in the agreed manner of payment of the allocation amount the Developer shall be entitled to sell such minimum number of ready flats and car parking spaces at the then prevailing market rate so as to recover the said Allocation Amount or remaining part thereof and if there be any excess in the hands of the Developer after adjusting the said Allocation Amount, the Developer shall forthwith pay such excess amount to the Owner.

5. MUNICIPAL TAXES AND KHAJANA:

- 5.1** The First Landowners shall pay the municipal rates and taxes, khajna, rents, fees, etc., for all periods prior to the execution of this Agreement and thereafter till the date of handing over possession of the respective units and/or from the date of notice of possession to the owners and /or to the Transferees, the Developer shall be responsible to pay all rates and taxes.

6. TITLE DEEDS:

- 6.1** The original title deeds and other documents in respect of the said Properties shall be kept by the Developer in its safe custody in an un-obliterated and un-cancelled manner until the project is completed and the said documents are finally handed over to the Association of Owners
- 6.2** Upon formation of the association/society/company of the Transferees of the Units in the Building Complex for taking over the acts relating to the Common Purposes, the Developer shall deliver the original title deeds in respect of the said properties to such association/society/company.
- 6.3** The Developer shall be entitled to provide inspection, examination of the said documents from time to time to such persons for such matters as shall be relevant for the purposes of the Project and/or sale, transfer of Units in the Project.

- 6.4** It is expressly agreed and made clear that the Developer shall be entitled to mortgage, charge and/or create any other encumbrance on the Developers allocation and/or revenue in lieu thereof in the Project subject however to the condition that the Developer shall be under an obligation to ensure that the First Landowner's allocation and/or revenue in lieu thereof shall be handed over to the First Landowner's within the time frame as agreed, however, subject to the right of appropriation of sale proceeds till the Developer's Allocation amount is paid in full.
- 6.5** The Title Deeds in respect of the entire land described in Part-I, Part-II and Part-III of the First Schedule owned by the First Landowners, Second Landowners and Developer respectively shall be held and possessed by the Developer and shall not be kept as security for the purposes related to the Project without the consent of the First Landowners, Provided However, the Second Landowners and the Developer shall be entitled to mortgage their respective allocations and in such event the First Landowners shall extend the necessary co-operation and execute such documents for the purpose.
- 6.6** It being further agreed that respective Transferees of Units shall be permitted to take finance from banks and financial institutions for acquiring the Units and/or Parking Spaces in the Building Complex without any obstruction from the First Landowners and the Second Landowners or the Developer.

7. MUTATION, CONVERSION, PERMISSIONS, PREPARATION AND SANCTION OF BUILDING PLAN:

- 7.1** After the execution and registration of this Agreement the Developer shall bear the costs and expenses for mutation, conversion, permissions, preparation and sanction of building plan , Provided However, The First Landowners shall always be responsible for all matters relating to filing of applications, follow up, liason, adopt time savings measures for early approvals, title of the land, ensure no prohibitory orders, directives, notifications, legal effects are subsisting or may be passed which may impede the progress of the project and the First Landowners make best efforts to comply with the same at the earliest Provided However the First Landowners shall take the necessary steps for the following and any delay, default or latches for the same shall be attributable to the First Landowners and the Developer shall not be held responsible for the same.

- (a) Cause the names of the respective Landowners to be mutated in respect of their respective properties in the records of the Howrah Municipal Corporation and in the records of the Block Land & Land Reforms Office and/or O.C. Town Survey Unit under DL & LRO, Howrah.
- (b) cause their respective properties to be amalgamated with each other into a single property in the records of the Howrah Municipal Corporation;
- (c) obtain all necessary permissions and clearances from the concerned authorities for sanctioning of Building Plan or for any other purpose relating to the project at the cost of the Developer.
- (d) ensure that all local matters are immediately settled at the Owners' costs for the ease of progress of the Project.

7.2 The benefit of the building plan now pending sanction shall be a collective benefit under the terms of this Agreement for the First Landowners, Second Landowners and the Developer and the Developer shall have the unrestricted right to amend, modify according to the needs of Project and the Parties will co-operate each other in this regard..

7.3 In case at any time after the sanction of the Building Plan, any additional area beyond those sanctioned there under can be constructed lawfully at the said properties or any part thereof, due to changes in any law, rules, regulations or bye-laws or otherwise, the benefit of such additional construction and all appertaining right title and interest in the said properties shall accrue to and belong to the First Landowners and the Second Landowners and Developer in the same proportion of 47%:14%:39%. All costs and expenses for construction of such additional areas will be borne by the Developer but for obtaining any permission or right in connection therewith shall be borne and paid by First Landowners and the Second Landowners and Developer in the proportion 47%:14%:39%.

8. POSSESSION:

8.1 It is recorded that simultaneously with the execution hereof, the First Landowners and Second Landowners have allowed the Developer to undertake development of the said Property described in **Part -IV of the First Schedule** on the terms and conditions herein contained and the Developer shall be responsible for the safety and security of the same and appoint its security guards thereat provided however that The First Landowners shall be responsible for tackling any local disturbances in, around or concerning the

Project land and the Parties shall extend necessary co-operation to each other in respect thereof.

9. IDENTIFICATION OF ALLOCATION OF THE PARTIES:

- 9.1** Upon issuance of the sanction plan the First Landowners, Second Landowners and the Developer shall identify, demarcate their respective allocations on the basis of the agreed sharing ratio. Such identified and demarcated allocations shall be duly recorded in a Supplementary Agreement to be executed between the parties where a copy of the sanctioned plan shall be appended and made a part thereof. While identifying the respective allocations and physical demarcation thereof the parties shall ensure that such demarcation and physical identification is made on pari passu basis and fair proportion basis so that all parties have equal and/or similar allocation in the prime areas of the Project.
- 9.2** In as much as the Developer shall carry out the sales and marketing of the entire Project (save and except the reserved area in the first instance) the First Landowners shall be under an obligation to pay and/or share 22 % out of the total expenses relating to sales, marketing, advertisement and promotion.
- 9.3** Provided however till such time the Allocation Amount together with extra costs and marketing expenses is paid, the Developer shall appropriate the proceeds out of the First Landowner's allocation in the manner as provided elsewhere in this agreement.
- 9.4** The super built-up area in respect of all the Units in the Building Complex shall be uniform and be such as be determined by the Architect for the Building Complex.
- 9.5** The proportionate share in the land comprised in the said properties and in the Common Areas and Installations attributable to any Unit shall be the proportion in which the super built-up area of such Unit bears to the total super built-up area of all the Units in the New Building.

10. CONSTRUCTION OF THE BUILDING COMPLEX:

- 10.1** The Developer shall construct and build the Building Complex at the said properties in accordance with the Plan sanctioned by the Howrah Municipal Corporation and do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules of the Howrah Municipal Corporation in force at the relevant time.

- 10.2** The Developer shall construct erect and complete the Building Complex in a good and workman like manner with modern designs and good quality of materials, cement, sand, stonechip, bricks, steel, bars, lifts, doors, windows, fixtures, fittings, anti-termite and damp proof treatments, etc..
- 10.3** Upon demolition of the existing buildings and structures, the Developer shall be entitled to use the existing connections and/or apply for and to obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all State or Central Government Authorities and statutory or other bodies or service providers as may be required for the construction and use of the Building Complex, at its own cost and expenses.
- 10.4** All persons employed by the Developer for the purpose of construction including Architects, Contractors, caretaker, staff, labourers, security guards, etc. shall be under employment of the Developer and the Owner shall not in any way be liable or responsible for their salaries, wages, remuneration, provident fund, employees state insurance (ESI), etc., or their acts in any manner whatsoever and shall have no responsibility towards them or any of them or for the compliance of the provisions of labour laws, payment of wages, etc., and all the responsibilities in that behalf shall be of the Owner/Developer and the Owner shall be kept protected and harmless against any action, if any taken against the Owner for non compliance or violation of the said requirements. The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the laws, rules and bye-laws applicable to construction of the New Building.
- 10.5** The Developer shall construct and complete the New Building at its own cost, risk and responsibility and shall alone be responsible and liable to Government, Howrah Municipal Corporation and other authorities concerned for any loss, damage or compensation or for any claim arising from or relating to such construction (including on account of loss of life or total or partial disability of any labourer etc., fire, etc.) and shall indemnify the Owners fully against any claims, losses, damages and proceedings suffered by the Owners for any default, failure, breach, act, omission or neglect on the part of the Developer .
- 10.6** All costs and expenses for construction and development of the said properties in terms hereof shall be borne and paid by the Developer and the Owner shall not be required to pay or contribute any amount on such account or meet any

of such expenses **save and except** the Owner's share of the Extras and Deposits and it is further agreed that for the purpose of ensuring that the project land is in a state which shall enable the Developer to proceed with the work of construction, if any amount is required to be spent, the same shall be done by the First Landowners only (in as much as the entire matter relating to the title of the land has been mutually agreed to be the First Landowners mandatory obligation and as a condition precedent for the Second Landowners and the Developer to enter into this Agreement) any other expense that may be required to be made by the First Landowners

11. TIME FOR COMPLETION OF THE BUILDING COMPLEX.

11.1 Time for Completion: Subject to the First Landowners and the Second Landowners fulfilling their obligations as set forth in this Agreement The Developer shall construct and complete the construction of the Building Complex in all respect and obtain the completion certificate from the Architect within 36 months with a grace period of further six months from the date of sanction of Building Plan.

12. TRANSFER OF RESPECTIVE ALLOCATIONS:

- (a) The Developer shall, without requiring any consent of the First Landowners or the Second Landowners, be entitled to deal with and dispose of the entire allocations and make over to First Landowners or the Second Landowners, the revenue in lieu of the First Landowners or the Second Landowners allocation subject to deduction of the agreed amount for the purpose of payment of the Allocation Amount till such time as specifically agreed hereinbefore. It being clarified that the Developer shall be entitled to and shall if required enter into any agreement for sale, lease, letting out, gift or otherwise transfer of the entire allocations or any part thereof subject to making over the revenue forming part of the First Landowners or the Second Landowners allocation to the respective Owners in the manner as set forth in this Agreement.
- (b) If so required by the Developer, the First Landowners and/or the Second Landowners shall, notwithstanding the consent and authorization under sub-clause (a) immediately preceding and without claiming any additional consideration or money, join in as party to all such agreements and contracts

confirming thereunder to execute and register the Deed/s of Sale/Lease/Transfer in respect of entire Allocation.

- (c) If so required by First Landowners and/or the Second Landowners, the Developer shall, notwithstanding the consent and authorization under sub-clause (b) hereinabove and without claiming any additional consideration or money, join in as party to all such agreements, contracts, deeds of sale/lease/transfer to confirm the sale/lease/transfer of the First Landowners or the Second Landowners Allocation by the Owner.

12.2 All amounts and consideration receivable by the Developer under such agreements and contracts in respect of the Developer's Allocation (including towards the proportionate undivided share in the land comprised in the said properties and in the common areas and installations) shall be to the account of and shall be received realised and appropriated by and to the benefit of the Developer exclusively and First Landowners or the Second Landowners shall have no concern therewith.

12.3 Subject to deduction of the Allocation Amount together with extra costs and marketing expenses all amounts and consideration receivable by the First Landowner under such agreements and contracts in respect of the First Landowner's Allocation (including towards the proportionate undivided share in the land comprised in the said properties and in the common areas and installations) shall be to the account of and shall be received realised and appropriated by the First Landowner exclusively and the Developer shall have no concern therewith.

12.4 All amounts and consideration receivable by the Second Landowner under such agreements and contracts in respect of the Second Landowner's Allocation (including towards the proportionate undivided share in the land comprised in the said properties and in the common areas and installations) shall be to the account of and shall be received realised and appropriated by the Second Landowner exclusively and the Developer shall have no concern therewith.

13. SALES & MARKETING: The Developer shall carry out organise, plan conceptualise the sales and marketing programme for the Project in the manner as deemed fit and proper by it without any interference from the First Landowners or the Second Landowners, Provided However the First

Landowners or the Second Landowners shall be under an obligation to share the marketing expenses on the basis of the agreed sharing ratio subject to the exceptions as recorded in this Agreement.

- 13.1** The First Landowners and the Developer shall share all marketing related expenses in the ratio 53% (Developer's share) and 22% (First Landowners' share).
- 13.2** The First Landowners have authorised and permitted the Developer to retain the agreed 22% share of marketing expenses out of the revenue receipts pertaining to the First Landowners' allocation by deducting the same progressively with such marketing expenses being incurred by the Developer by furnishing true and correct accounts in respect thereof.

14. COMMON PURPOSES:

- 14.1** As a matter of necessity, First Landowners or the Second Landowners and the Developer and all persons deriving right title or interest from them or any of them, in using and enjoying their respective allocations would be bound and obliged to pay the common expenses, municipal rates and taxes, maintenance charges and other outgoings and comply with the obligations restrictions conditions and covenants as may be framed by the Developer in consultation with the First Landowners or the Second Landowners and adopted for or relating to the Common Purposes.
- 14.2** The respective Transferees shall be liable to bear and pay to the Developer the Extras on account of cost of procurement of electricity, generator, etc. in and for the Building Complex and to Deposit the amounts on account of common expenses, sinking fund, etc., at the same rate as applicable for all the Transferees of the Units of the Building Complex before taking possession of their respective Units.
- 14.3** While dealing with and/or entering into any agreements and other documents of transfer and/or commitments relating to transfer of their respective allocations or any part thereof, the First Landowners or the Second Landowners and the Developer shall incorporate and ensure the payment of the aforementioned Extras and Deposits and fulfilment and compliance of all such payments restrictions obligations conditions and covenants by the buyers/transferees of their respective allocations.

14.4 The First Landowners or the Second Landowners and the Developer shall upon completion of the Building Complex form an Association (which may be a Society or Company or Association as may be deemed proper and expedient) for the Common Purposes and till such time Association is formed the Developer shall be in charge for the Common Purposes.

15. COVENANTS OF THE OWNER:

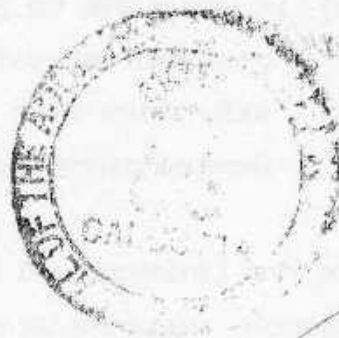
15.1 The First Landowner and/or the Second Landowners do hereby agree and covenant with the Developer as follows:

- (a) to extend full co-operation to the Developer to enable it to undertake development of the Building Complex in terms hereof;
- (b) not to let out, grant lease, mortgage, charge or otherwise encumber the said properties or any part thereof .
- (c) not to cause any obstruction or interference in the construction activities undertaken by the Developer and/or its agents at the said properties.
- (d) not to advise the Developer with any matter regarding the Project or not to insist upon in making any addition or alteration in the Project.
- (e) to ensure that the project land is not the subject matter of any government restrictions, prohibitory order by statutory body, to clear all such matters which shall create impediment or obstacle in the Developer commencing or carrying out smooth progress of the project.

15.2 The First Landowners and the Second Landowners agree to pay to the Developer any service tax payable by the Developer for construction and delivery of The First Landowners and the Second Landowners Allocation and/or revenue in lieu thereof in the Building Complex to the The First Landowners and the Second Landowners in terms hereof. If any such service tax is payable by the The First Landowners and the Second Landowners to the Developer, the First Landowners and the Second Landowners shall be entitled to recover the same from its Transferees.

16. POWERS OF ATTORNEY AND OTHER POWERS:

16.1 The First Landowners and the Second Landowners shall simultaneously with the execution of these presents execute and/or register one or more Powers of



ADDITIONAL REGISTRAR
OF COMPANIES, KOLKATA
28 MAR 2015

Attorney in favour of **RAUNAK PROPERTIES PRIVATE LIMITED** granting necessary powers and authorities with regard to the Developer complying with its obligations as contained in this Agreement.

16.2 While exercising the powers and authorities under the Power or Powers of Attorney granted by the The First Landowners and the Second Landowners in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe the rights of the The First Landowners and the Second Landowners and/or go against the spirit of this Agreement and/or impose any financial or other liability upon the The First Landowners and the Second Landowners or any of them and if it does so, the Developer shall indemnify and keep the Owner fully saved harmless and indemnified in respect thereof.

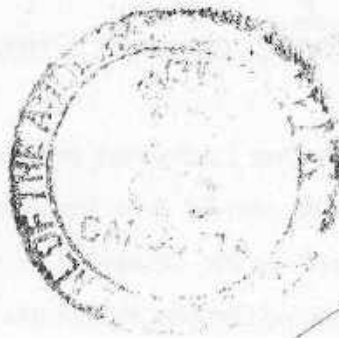
16.3 The said power or powers of attorney granted by The First Landowners and the Second Landowners to the Developer and/or its nominated persons shall form a part of this agreement and shall be co-terminus with this Agreement.

17. EXTRAS, DEPOSITS & TAXES:

17.1 The First Landowners and the Second Landowners agree to pay and/or cause to be paid by their Transferees to the Developer, the amounts that may be fixed by the Developer for providing specific amenities and facilities in the Building Complex attributable to the Owners' Allocation as mentioned in **THIRD SCHEDULE** hereunder written, payable at the time of the execution of agreement for sale of each Unit in the Developer Allocation.

17.2 Service tax, if any, chargeable in respect of the First Landowners and the Second Landowners Allocation and the Developer's Allocation shall be respectively to the account of the First Landowners and the Second Landowners and the Developer, who shall be entitled to recover the same from its Transferees.

18. DEFAULTS:



ADDITIONAL REGISTRAR
OF COMPANIES, KOLKATA
28 MAR 2015

- 18.1** In case the Developer fails and/or neglects to comply with its obligations as contained in this Agreement the Developer shall pay liquidated damages to the Owners at the rate of Rs. 1,00,000/- (Rupees One Lac) only per month for the period of default.
- 18.2** In case of there being any defect in title of the entire land and/or the First Landowner fails and/or neglects to comply with its obligations and assurances as contained in this Agreement the First Landowners shall bear all such cost and expenses as may be required to clear defects in title and for the delayed period the First Landowners shall adequately compensate the Developer that the Developer may incur for such delay and/or towards any claim by any third party arising out of such delay.
- 18.3** Notwithstanding the Agreement of the Parties with regarding to payment of liquidated damages in case of default by any of the Parties herein the aggrieved party shall have the right to initiate appropriate proceedings against the defaulting Party for any other claim which the aggrieved party may be of the opinion that the aggrieved party shall then be entitled to over and above the liquidated damages.
- 18.4** Neither party hereto can unilaterally cancel or rescind this agreement at any time.

19. FORCE MAJEURE:

- 19.1** The parties hereto shall not be considered to be in default of complying with their respective obligations hereunder in case their performance of the same is prevented due to force majeure and it shall be deemed that their respective obligations stood suspended during the subsistence of force majeure.

20. MISCELLANEOUS:

- 20.1** The First Landowners and the Second Landowners and the Developer shall be entitled to get the Building Complex at the said properties approved from any of the Banks and/or Financial Institutions to enable the Transferees acquiring any Unit or other portion in the Building Complex to take loans from any such Banks or Financial Institutions. However, neither party shall mortgage, create

charge or fasten any liability upon the other's allocation in any manner. In case owing to any loans or finances obtained by the Transferees, the First Landowners and the Second Landowners or the Developer suffer any loss or damage due to any non-payment or delay in payment of interest or principal amount by any Transferee, such defaulting Transferee shall indemnify and keep the First Landowners and the Second Landowners and the Developer saved harmless and indemnified in respect thereof.

- 20.2** With effect from the date hereof and until construction and delivery of the Owner's Allocation in the manner as set forth in this Agreement, all outgoings (including but not limited to municipal rates and taxes, khajana, electricity charges etc.) with regard to the respective properties shall be borne paid and discharged by the Developer .
- 20.3** Either Party shall indemnify and keep saved harmless and indemnified the other party from any losses, damages, costs, claims, demands, actions and proceedings suffered by the other party due to any incorrect and/or wrong representation , omission delay or negligence of such party or their/its agents.
- 20.4** Nothing contained in these presents shall be construed as a sale, demise or transfer of the said properties or any part thereof by the Owner or any of them to the Developer or creation of any title or interest of the Developer in the said properties or any part thereof other than right to the Developer to develop the same in terms hereof and to deal with the Developer 's Allocation in the Building Complex in the manner herein contained.

21. NOTICES:

- 21.1** All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 7th day from the date of despatch of such notice by prepaid registered post or speed post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post or speed post without the same being served.

22. ARBITRATION:

22.1 All disputes and differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/ or the said properties or determination of any liability shall be referred to the arbitration under the Arbitration and Conciliation Act 1996 or any other statutory modification or enactment for the time being in force and the award of the Arbitrator shall be final and binding on the parties hereto. In connection with the said arbitration, the parties have agreed and declared as follows:-

- (a) The arbitration shall be held at Kolkata in English language.
- (b) The Arbitral Tribunal shall have summary powers and will be entitled to lay down their own procedure.
- (c) The Arbitral Tribunal will be at liberty to give interim orders and/or directions.
- (d) The Arbitral Tribunal shall be entitled to rely on oral submissions made by the parties and to pass awards and/or directions based on such oral submissions.
- (e) The Arbitral Tribunal will be at liberty to award compensation and the parties have agreed not to challenge the authority of the Arbitrators in awarding such compensation.

23. JURISDICTION:

23.1 Only the Courts within the District of Howrah having territorial jurisdiction over the said properties and the Hon'ble High Court at Calcutta shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(said properties)

PART-I

ALL THAT plots of land having mokrari mourashi interest in the same measuring a little more or less 35 Cottahs TOGETHER WITH C.I. Shed structures, measuring more or less 2000 Sq.ft with all easements appurtenant thereto and easements over and underneath with presently 8.1 meter wide North side passage including drain situated at Howrah Municipal Corporation Holding No.436, Grand Trunk Road (North), Ward No.16, District Howrah, Police Station-Golabari comprised within R.S. Dag No. 98, 99,

100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 114/206, 107/201 corresponding to L.R. Plot No.s 90, 91, 93, 94, 95, 96, 97, 98, 102, 101, 103, 104, 105, 106 114/206, 107/201 appertaining to R S Khatian No 28, L.R.Khatian No.17 in Sheet No.46 of Mouza and P. S. Golabari,, Pargana-Paikan, J.L.No.I, Revenue Survey No.1989, Touzi No.811, Hooghly within the Police Station-Golabari, In the District-Howrah, Place lying and situate within the territorial jurisdiction of District Registry Office and District Sub-Registry Office and Additional District Sub-Registry Office at Howrah and also known and identified as Premises No.436, G.T.Road (North), within Ward No16, of the Howrah Municipal Corporation

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

PART-II

ALL THAT plots of land having mokrari mourashi interest in the same measuring a little more or less 14 Cottahs TOGETHER WITH C.I. Shed structures, measuring more or less 800 Sq.ft with all easements appurtenant thereto and easements over and underneath with presently 8.1 meter wide North side passage including drain situated at Howrah Municipal Corporation Holding No.436, Grand Trunk Road (North), Ward No.16, District Howrah, Police Station-Golabari comprised within R.S. Dag No. 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 114/206, 107/201 corresponding to L.R. Plot No.s 90, 91, 93, 94, 95, 96, 97, 98, 102, 101, 103, 104, 105, 106 114/206, 107/201 appertaining to R S Khatian No 28, L.R.Khatian No.17 in Sheet No.46 of Mouza and P. S. Golabari,, Pargana-Paikan, J.L.No.I, Revenue Survey No.1989, Touzi No.811, Hooghly within the Police Station-Golabari, in the District-Howrah, Place lying and situate within the territorial jurisdiction of District Registry Office and District Sub-Registry Office and Additional District Sub-Registry Office at Howrah and also known and identified as Premises No.436, G.T.Road (North), within Ward No16, of the Howrah Municipal Corporation

PART-III

ALL THAT plots of land having mokrari mourashi interest in the same measuring a little more or less 7 Cottahs TOGETHER WITH C.I. Shed structures, measuring more or less 400 Sq.ft with all easements appurtenant thereto and easements over and underneath with presently 8.1 meter wide North side passage Including drain situated at Howrah Municipal Corporation Holding No.436, Grand Trunk Road (North), Ward No.16, District Howrah, Police Station-Golabari comprised within R.S. Dag No. 98, 99,

100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 114/206, 107/201 corresponding to L.R. Plot No.s 90, 91, 93, 94, 95, 96, 97, 98, 102, 101, 103, 104, 105, 106 114/206, 107/201 appertaining to R S Khatian No 28, L.R.Khatian No.17 in Sheet No.46 of Mouza and P. S. Golabari,, Pargana-Paikan, J.L.No.I, Revenue Survey No.1989, Touzi No.811, Hooghly within the Police Station-Golabari, in the District-Howrah, Place lying and situate within the territorial jurisdiction of District Registry Office and District Sub-Registry Office and Additional District Sub-Registry Office at Howrah and also known and identified as Premises No.436, G.T.Road (North), within Ward No16, of the Howrah Municipal Corporation

PART-IV

(Total Land & Structure of the Property to be developed)

ALL THAT plots of land having mokrari mourashi interest in the same measuring a little more or less 56 Cottahs TOGETHER WITH C.I. Shed structures, measuring more or less 3200 Sq.ft with all easements appurtenant thereto and easements over and underneath with presently 8.1 meter wide North side passage including drain situated at Howrah Municipal Corporation Holding No.436, Grand Trunk Road (North), Ward No.16, District Howrah, Police Station-Golabari comprised within R.S. Dag No. 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 114/206, 107/201 corresponding to L.R. Plot No.s 90, 91, 93, 94, 95, 96, 97, 98, 102, 101, 103, 104, 105, 106 114/206, 107/201 appertaining to R S Khatian No 28, L.R.Khatian No.17 in Sheet No.46 of Mouza and P. S. Golabari,, Pargana-Paikan, J.L.No.I, Revenue Survey No.1989, Touzi No.811, Hooghly within the Police Station-Golabari, in the District-Howrah, Place lying and situate within the territorial jurisdiction of District Registry Office and District Sub-Registry Office and Additional District Sub-Registry Office at Howrah and also known and identified as Premises No.436, G.T.Road (North), within Ward No16, of the Howrah Municipal Corporation and the same depicted in RED colour border in the plan annexed hereto forming a part of this Deed and butted and bounded by:

ON THE NORTH : By Holding No.433, G.T.Road (North ;
Passage of Holding No.435, G.T.Road (North)
ON THE EAST : By Holding No.435, G.T.Road (North) and PWD Road;
ON THE SOUTH : By property of Eastern Railway;
ON THE WEST : By Holding No.432, G.T. Road (North) and 435,
G.T.Road(North);

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

THE SECOND SCHEDULE ABOVE REFERRED TO:
(Documents of Title)

The following Deeds of Conveyance all registered before the District Sub Registrar, Howrah sold and transferred by Mangalam Educational Society unto and in favour of the Purchasers named below

| Date | Purchaser | Vol. No. | Pages | Deed No. | Area |
|------------|---------------------------------|----------|-------------------------------------|----------|----------|
| 05.04.2013 | CLS Limited | 12 | 549 – 572 | 03602/13 | 7 Cottah |
| 05.04.2013 | Anand Industries Pvt Ltd., | 12 | 525-548 | 03604/13 | 7 Cottah |
| 24.03.2015 | Anand Industries Pvt. Ltd., | 10 | 3739- 3762 | 02875/15 | 7 Cottah |
| 24.03.2015 | Raunak Properties Pvt. Ltd., | 10 | 3763- 3786 | 02876/15 | 7 Cottah |
| 24.03.2015 | Shivganga Niwas Pvt. Ltd., | 10 | 3787- 3810 | 2877/15 | 7 Cottah |
| 24.03.2015 | Rajlakshmi Marketing Pvt. Ltd., | 10 | 3811- 3834 | 2878/15 | 7 Cottah |
| 24.03.2015 | Umaputra Tie-Up Pvt. Ltd., | 10 | 3835- 3857 | 2880/15 | 7 Cottah |
| 24.03.2015 | Innovative Infoworld Pvt. Ltd., | 10 | 3858- 3881 | 2881/15 | 7 Cottah |

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Extras & Deposits)

EXTRAS shall include:

- (a) all expenses, deposits, security deposits, etc. on account of obtaining power from the electricity service provider in and for the Building Complex;
- (b) all costs, charges and expenses on account of purchase and installations of generator and its accessories (including cables, panels and the like) for power back-up for the Units and Common Areas and Installations;

DEPOSITS (which shall be interest free) shall include:

- (a) Deposit on account of maintenance charges and municipal rates and taxes;
- (b) Deposit on account of sinking fund.

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

SIGNED SEALED AND DELIVERED on behalf of the abovenamed **FIRST LANDOWNERS**, in the presence of:

1. Mukul Mehta
46/1, College Road
Howrah-711103

2. Sanjib Roy.
26, Kalmfara Lane
Salt Lake Howrah-711106

SIGNED SEALED AND DELIVERED on behalf of the abovenamed **SECOND LANDOWNERS**, in the presence of:

1. Mukul Mehta

2. Sanjib Roy.

SIGNED SEALED AND DELIVERED on behalf of the abovenamed **DEVELOPER** in the presence of:

1. Mukul Mehta

2. Sanjib Roy.

For ANAND INDUSTRIES (P) LTD.

Anand
Director
(ANAND NARAYAN SINGH)
For CLS LIMITED

Anand
Director
For Innovative Infoworld Pvt Ltd

Manish Kumar
Director

SHIVGANAGA NIWAS PVT. LTD.

Binay chandra Das
Authorized Signatory
Director

For Umaputra Tie-Up Private Ltd.

Pamati Jhinghewala
Managing Director













































Rajlakshmi Marketing Pvt. Ltd

Pamati Jhinghewala
Managing Director

Raunak Properties Pvt. Ltd.
Pamati Jhinghewala
Managing Director

Drafted by
M. Sarkar
Advocate

SPECIMEN FORM FOR TEN FINGERS PRINT

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ADDITIONAL REGISTRAR
REGISTRAR OF COMPANIES, KOLKATA
28 MAR 2015



Government Of West Bengal
Office Of the A.R.A. - I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 02788 of 2015
(Serial No. 02681 of 2015 and Query No. 1901L000006689 of 2015)

On 28/03/2015

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

Presented for registration at 14.11 hrs on 28/03/2015, at the Private residence by Raunak Jhunjunwala, Claimant.

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

Execution is admitted on 28/03/2015 by

1. Anand Narayan Singh
Director, Anand Industries Pvt. Ltd., Village:Salap, Thana:-DOMJUR, P.O. :-Salap, District:-Howrah,
WEST BENGAL, India, Pin :-711409.

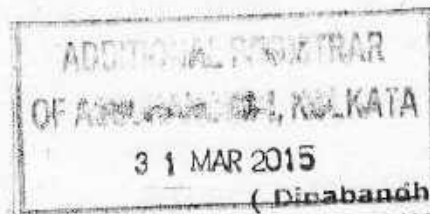
Director, C L S Ltd., 20, Salkia School Road, Howrah, Thana:-Golabari, District:-Howrah, WEST
BENGAL, India, Pin :-711106.
. By Profession : Others
2. Manish Kumar
Director, Innovative Infoworld Pvt. Ltd., 46/1, College Road, Howrah, Thana:-Shibpur, District:-Howrah,
WEST BENGAL, India, Pin :-711103.
. By Profession : Others
3. Binay Chand Jha
Director, Shivganga Niwas Pvt. Ltd., 20/2, Salkia School Road, Howrah, Thana:-Golabari,
District:-Howrah, WEST BENGAL, India, Pin :-711106.
. By Profession : Business
4. Raunak Jhunjunwala
Director, Umaputra Tie- Up Pvt. Ltd., A, P-829/ A, Lake Town, Kolkata, Thana:-Lake Town,
District:-North 24-Parganas, WEST BENGAL, India, Pin :-700089.

Director, M/ S. Rajlakshmi Marketing Pvt. Ltd., A, 829/ A, Lake Town, Kolkata, Thana:-Lake Town,
District:-North 24-Parganas, WEST BENGAL, India, Pin :-700089.
. By Profession : Others
5. Raunak Jhunjunwala
Director, Raunak Properties Pvt. Ltd., 6, Hans Pukur Lane, Kolkata, Thana:-Burrobarua,
District:-Kolkata, WEST BENGAL, India, Pin :-700007.
. By Profession : Others

Identified By Motilal Malu, son of Lt. Manik Chand Malu, 46/1, College Road, Howrah,
Thana:-Shibpur, District:-Howrah, WEST BENGAL, India, Pin :-711103, By Caste: Hindu, By
Profession: Business.

On 31/03/2015

(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Endorsement Page 1 of 2



Government Of West Bengal
Office Of the A.R.A. - I KOLKATA
District: -Kolkata

Endorsement For Deed Number : I - 02788 of 2015
(Serial No. 02681 of 2015 and Query No. 1901L000006689 of 2015)

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48(d), 5, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

Amount by Draft

Rs. 24210/- is paid , by the draft number 565115, Draft Date 28/03/2015, Bank Name State Bank of India, Kolkata High Court Br., received on 31/03/2015
(Under Article : B = 241989/- , E = 28/- , I = 55/- , M(a) = 25/- , M(b) = 4/- on 31/03/2015)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-6,02,56,347/-

Certified that the required stamp duty of this document is Rs.- 75071 /- and the Stamp duty paid as Impresive Rs - 50/-

Deficit stamp duty

Deficit stamp duty Rs. 75060/- is paid , by the draft number 565114, Draft Date 28/03/2015, Bank State Bank of India, Kolkata High Court Br., received on 31/03/2015



(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCE-I, KOLKATA
31 MAR 2015
(Dinabandhu Roy)

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

(Handwritten signature)

ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD
WB/24/184/471740



নির্বাচকের নাম : মোতী লাল মালু
Elector's Name : Moti Lal Malu
পিতার নাম : মনিক চাঁদ মালু
Father's Name : Manik Chand Malu
লিঙ্গ / Sex : পুরু / M
জন্ম তারিখ : 06/07/1985
Date of Birth : 06/07/1985

(Handwritten signature)

WB/24/184/471740

ঠিকানা:
 48/1 কলেজ রোড, হোবরা সিটি কর্পোরেশন শিবপুর হোবরা
 711103

Address:
 48/1 COLLEGE ROAD, HOWRAH
 MUNICIPAL CORP. SHIBPUR HOWRAH
 711103

মুখের স্বাক্ষর:

Date: 16/03/2015
 173-হোবরা দাখল নির্বাচন কেন্দ্র নির্বাচন বিকল্প
 পরিচালিতব্য প্রাক্করণ স্বাক্ষর
 Facsimile Signature of the Electoral
 Registration Officer for
 173-Howrah Dakhal Constituency

বিকল্প পরিচালন স্থান নতুন ঠিকানা দেওয়ার ক্ষেত্রে
 প্রাসঙ্গিক ক্ষেত্রে নতুন নতুন পরিচালন স্থান
 স্থান নির্দেশ করলে এই পরিচালন স্থান
 In case of change in address mention this in the
 relevant form for including your name in the
 roll at the changed address and to obtain the card
 with same number.

Chitral Mah



ADDITIONAL REGISTRAR
 OF ASSURANCE, KOLKATA
 28 MAR 2015

DATED THIS 28th DAY OF March 2015.

BETWEEN

ANAND INDUSTRIES PVT LTD

..... FIRST LANDOWNERS

A N D

**M/S. RAUNAK PROPERTIES PRIVATE
LIMITED**

.....SECOND LANDOWNERS

AND

**RAUNAK PROPERTIES PRIVATE
LIMITED**

.... DEVELOPER

DEVELOPMENT AGREEMENT

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 8
Page from 3449 to 3485
being No 02788 for the year 2015.



(Handwritten signature)

(Dinabandhu Roy) 04-April-2015
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A. - I KOLKATA
West Bengal