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भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

AB 766166

Certified that this document is admitted to Registration. The signature sheetand the Endorsement sheet attached to the document are part of this document.

Additional Dist. Sub Registrar
Sealdah

19 FEB 2019

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DEVELOPMENT AGREEMENT

THIS AGREEMENT made this the ...18th... day of February, Two Thousand and Nineteen

BETWEEN

ANANT SHRI SUKHRAMJI TRUST,(Income Tax PAN: AAATA4807F), a public charitable trust registered under the Rajasthan Public Trust Act, 1959 having its registered office situated at Shri Ramdham, Ramchowki, P.O. Birai, Tehsil Baori (formerly Bhopalgarh), District Jodhpur, Rajasthan, Pin: 342603, P.S. Kherapa, and having its Kolkata branch office situated at Shri Yukteswarji Maharaj Bhawan, 150C Manicktala Main Road, Kolkata 700054, comprising a Board of present Trustees namely (1) SWAMI SUNDER DAS, (having Income Tex PAN: CUNPS8032D), Patvi Shishya Parammokshgami Swami Jugati Ram Maharaj, Managing Trustee of Anant Shri Sukhramji Trust, Shri Ramdham, Ramchowki, P.O. Birai, Tehsil Baori (formerly Bhopalgarh), District Jodhpur, Rajasthan, Pin: 342603, (2) SADHU CHARAN DAS, (having Income Tax PAN: CXCPS4807G), Shishya Swami Shri Sunder Das Ji Maharaj, Secretary of Anant Shri Sukhramji Trust, Shri Ramdham,

74092

Serial No.

Name: Regent House Pvt. Ltd.

Address: 207, A.J.C. Bose Rd. Kol-17

14 FEB 2019

Prop:- Srikant Tiwari
Licenced Stamp Vendor
BACHAN GANGA
2 & 3, Bankshall Street
Kolkata - 700 001

14 FEB 2019

V.C.T.I
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V.C.T.I
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V.C.T.I
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Identified by me
Gopal Jhunjhunwala
S/o Sri S. Jhunjhunwala
Indraprastha Condo
VIP Road, Kolkata
Kol-52

Ramchowki, P.O. Birai, Tehsil Baori (formerly Bhopalgarh), District Jodhpur, Rajasthan, Pin: 342603, (3) PREM SINGH CHOUDHURY, (having Income Tax PAN: AMFPC6809E), son of Late Sawal Ram Choudhary, of Motor Revinding Works, Sojat Road, District: Pali, PO - Sojat Road, PS - Sojat, Rajasthan, Pin Code: 306103, (4) SHIV KUMAR KHEMKA, (having Income Tax PAN: AFXPK5030J), son of Late BishwanathKhemka, residing at 62, Canal Street, PO: Shribhumi, PS:Lake Town, Kolkata – 700048, (5) Dr. SOHAN SINGH RATHORE, (having Income Tax PAN: ABEPR5810N), Commandant BSF (Retd.), son of Late Surajmal Singh Rathore, of 83/A Sadul Ganj, PO - Bikaner, PS – Sadul Ganj, Bikaner – 334003, Rajasthan, hereinafter referred to as the **LANDOWNER/TRUST**, (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present trustee and/or trustees and/or those who may be taken in and/or admitted as trustee and/or trustees and their respective successor and/or successors in interest/office and assigns) of the **ONE PART**

AND

REGENT HIRISE PRIVATE LIMITED,(Income Tax PAN: AACCR7453D), a company within the meaning of the Companies Act 1956 having its registered office situated at No. 207 A.J.C. Bose Road, Kolkata 700017, represented by its Director Shri Harsh Vardhan Patodia, (Income Tax PAN: **AEYPP3817N**), son of Late Gopal Prasad Patodia, residing at 5F/21 New Road, PO & PS – Alipore, Kolkata – 700027,hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **OTHER PART**

WHEREAS:

A) Anant Shri Sukhramji Trust, (hereinafter referred to as the TRUST), is a Public Charitable Trust duly registered under the Rajasthan Public Trust Act 1959 propounded under a registered Deed of Declaration of Trust dated 13th September 1968 registered with the Sub-Registrar, Jodhpur, Rajasthan in Book No. IV Volume No. 1 Pages 102 to 116 Being No.1968/4 for the year 1968 as supplemented and/or modified by the Supplemental Deed dated 25th April 1978 registered with the Sub-Registrar, Jodhpur, Rajasthan in Book No. IV Volume No. 56 Pages 219 to 223 Being No. 92 for the year 1978 (hereinafter collectively for the sake of brevity referred to as "the **Trust Deed**").

B) (1) SWAMI SUNDER DAS, (2) SADHU CHARAN DAS,(3) PREM SINGH CHOUDHURY,(4) SHIV KUMAR KHEMKA and (5) Dr.SOHAN SINGH RATHORE (hereinafter collectively referred to as the TRUSTEES) are presently the Trustees of the said Trust.

C) By an Indenture of Conveyance dated 4th October 2005 made between Smt. Ranjana Barick, Chandranath Barick and Sarbajit Barick, Joint Receivers appointed by the Hon'ble High Court at Calcutta by Order dated 10.12.2003 in Testamentary Matter No. 117 of 1973, therein collectively referred to as the Vendors/Joint Receivers and AnantShriSukhramji Trust therein referred to as the Purchaser and registered at the office of the Additional Registrar of Assurances-I in Book No.1 Volume No.1, Pages 1 to 26 Being No. 10283 for the year 2005 the said Joint Receivers for the consideration therein mentioned sold transferred and conveyed unto and in favour of the Trust ALL THAT the various pieces and parcels of land containing by admeasurement 119.45 cottahs (more or less) including the area of land falling under the proposed Road Alignment Scheme of Kolkata Improvement Trust together with the structures constructed thereon situate lying at and being Municipal Premises No. 156B Manicktala Main Road, Kolkata (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the **ENTIRE PROPERTY**).

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D) The Trust is thus entitled to the said Entire Property and is in khas possession thereof.

E) For the purpose of attaining and fulfilling the objects of the Trust by causing construction of the Ramdwara and ancillary buildings (hereinafter referred to as **"the Trust Buildings"**) at a portion of the said Property, the Trustees have considered various options and had formulated a scheme, which inter-alia provides as under: -

(a) The Trust Buildings will caused to be constructed at the rear portion of the said Property through a reputed developer leaving the front portion of the said Property to be developed by such intending developer by construction of other additional building and/or buildings in accordance with the building plan to be sanctioned by the local authorities either at and for the lump sum consideration so that the consideration receivable for the front portion of the said Property from such developer can be utilized / used by the Trust in meeting the construction cost of the proposed Trust Buildings and also for the development of its Other Centers and in achieving the objects of the Trust or by sharing of constructed areas in the buildings to be constructed by such developer at the front portion of the said Property retaining the Trust Buildings constructed at the rear portion exclusively for the Trust;

(b) Such developer shall undertake and be responsible for the construction erection and completion of the proposed Trust Building at the rear portion of the said Property as per basic design, specification and requirement of the Trust;

(c) The developer shall be granted the right to develop the front portion of the said Property utilizing the permissible building area, as may be sanctioned by the local authorities and remaining after the utilization of area in Trust Buildings, for the consideration and on the terms and conditions as may be agreed upon;

(d) Construction cost for the Trust Buildings shall be met and/or adjusted out of the consideration receivable from the developer or by allocation of built-up area, as the case may be, for grant of the development right of the front portion of the said Property;

(e) Upon completion of construction of the Trust Buildings and receipt of the agreed consideration, the Trust shall cause the deed of conveyance in respect of the Developer's Allocation in the front portion of the said Property or undivided share therein executed in favour of the developer or to their nominees;

G) On application made by the Trust to the Assistant Commissioner, Devasthan Department, Jodhpur for grant of necessary permission, the office of the Assistant Commissioner, Devasthan Department, Jodhpur by an Order No. Dev/Trust/2007/482 dated 15/02/2008 (hereinafter referred to as the said **ORDER**) granted necessary permission under section 31 of the Rajasthan Public Trust Act 1959 whereby the Trustees have been granted permission to sell and transfer and/or to enter into joint development in respect of the Municipal Premises No. 156B Manicktala Main Road, Kolkata to the extent of 59 cottahs of land in accordance with the plan annexed thereto SUBJECT TO the terms and conditions contained and recorded in the said Order.

H) In pursuance to the said Order the Trust invited offers for development of about 54.85 cottahs of land being the front portion of the said Property (hereinafter referred to as the **DEMISED PROPERTY** more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written) and is a condition that the Developer would have to incur all the costs charges and expenses for construction of the Other Building on the said Demised Property and shall also have to undertake the construction and incur the

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costs charges and expenses for construction of the Trust Building on the Trust's remaining property so that the same would be available for augmenting the objects of the Trust, by publishing advertisement in two daily newspapers at Kolkata viz. 'The Asian Age' and 'Prabhat Khaber' on 29th July 2010 in response to which the Trust has received several offers;

I) The Developer is a company engaged in the business of construction and development of real estates and, in response to the said advertisement, the Developer by its offer letter dated August 3, 2010 (hereinafter referred to as the OFFER LETTER), has evinced interest in developing the Demised Property and to construct the proposed Trust Buildings at the demarcated remaining portion of the said Property for and on account of the Trust at and for the consideration specified in their said offer letter.

J) In the meantime, by a notification dated 08th July 2009 issued under section 4 of the Land Acquisition Act 1894 the Government of West Bengal proposed to acquire a portion of the land measuring 0.72 Acres at the south-eastern portion of the said Property for the purpose of running Metro Railway and also issued a declaration dated 11th December 2009 in that regard under section 6 of the said Act of 1894.

K) Challenging the acquisition proceedings initiated by the issue of said notification and declaration under the Land Acquisition Act the Trust filed a writ application being W.P. No.175 of 2010 before the Hon'ble High Court at Calcutta on 09th February 2010.

L) Upon hearing the rival contentions and applications of the added parties, the Hon'ble Justice Indira Banerjee disposed of the said writ petition and other connected applications by Order dated 29th November 2010 as corrected by Order dated 14th January 2011, inter alia, directing the Land Acquisition Collector to take necessary steps for acquisition of the alternate land offered by others immediately and to withdraw the aforesaid notification for acquisition dated 08th July, 2009 and the declaration dated 11th December 2009.

M) The Trustees of the Trust have thereafter duly considered the various offers received by them in response to the aforesaid advertisement in the newspapers and after due deliberation unanimously agreed to accept the offer made by the Developer,which was found to be the highest offer and most beneficial to the said Trust,SUBJECT TO the terms and conditions recorded in the agreement specified hereinafter.

N) By and under a Development Agreement dated 6th May 2011 entered into by and between the then trustees of the Trust namely (1) Swami Sundar Das Ji Maharaj, (2) Sadhu Charan Das, (3) Sadhu Karuna Ram, (4) Lt. Col. Surajmal Singh Rathore(Retd.), (5) Prithvi Singh Shekhawat, (6) Prem Singh Chowdhury, all therein collectively referred to as the Trustees of the first part, AnantShriSukhramji Trust, therein referred to as the Trust of the second part and Regent Hirise Private Limited, therein referred to as the Developer of the third part, the Owner/Trust had entrusted the Developer to develop the said Entire Property by demolition of the then existing building(s)/structure(s)/ thereupon and by construction erection and completion of a building upon a demarcated land area of about estimation 54.85 cottahs of land (be the same a little more or less) on the front portion of the said Entire Property (hereinafter also referred to as the **OTHER BUILDING**) and another building upon a demarcated land area of about 64.60 cottahs of land (be the same a little more or less) on the rear portion of the said Entire Property (hereinafter also referred to as the said **TRUST BUILDING**) in accordance with the sanctioned building plan and the said Other Building and Trust Building are hereinafter collectively referred to as the said **NEW BUILDINGS.**

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O) The Developer has obtained the sanction of the Building Plan from the Kolkata Municipal Corporation vide Building Permit No. 2012030111 dated 26th March 2013 for construction of the total area of 28,146.59 square meters equivalent to 3,02,967.08 square feet together with 234 nos. parking spaces at said Entire Property consisting of (i) the Trust Building at the rear portion of the said Entire Property (the **Trust's Remaining Property**) having basement, ground floor and seven upper floors comprising total constructed area of 9,788.44 square meters equivalent to 1,05,361.79 square feet (including the covered car parking spaces) and (ii) a residential Multistoried Building at the front portion of the said Entire Property (the **Demised Property**) having basement, ground floor and twenty three upper floors comprising total constructed area 18,358.15 square meters equivalent to 1,97,605.29 square feet (including the covered car parking spaces) and commenced construction of both the aforesaid New Buildings on 11-08-2014.

P) The Entire Property was formally released by the First Land Acquisition Collector under notification bearing no. Addl. Secy. 738-LA/1R-48/09 (pt.) dated 19th May 2014 published in official gazette on 12th June, 2014.

Q) The Developer herein has submitted a plan and obtained approved from the Kolkata Municipal Corporation under approval no. B/03/III/2017-18 dated 29-05-2017 under rule 26 of the Kolkata Municipal Corporation Act Building Rules, 2009 (as amended) incorporating certain internal layout changes in the units/constructed areas of Building at the said Entire Property consequent to which the total sanctioned area stood as 28,160.28 square meters equivalent to 3,03,117.25 square feet together with 226 nos. parking spaces at said Entire Property consisting of (i) the Trust Building at the rear portion of the said Entire Property (the Trust's Remaining Property) having basement, ground floor and seven upper floors comprising total constructed area of 9,761.08 square meters equivalent to 1,05,068.265 square feet (including the covered car parking spaces) and (ii) a residential Multistoried Building at the front portion of the said Entire Property (the **Demised Property**) having basement, ground floor and twenty three upper floors comprising total constructed area 18,395.20 square meters equivalent to 1,98,048.98 square feet (including the covered car parking spaces).

R) The Developer caused the aforesaid plan being Building Permit No. 2012030111 dated 26th March 2013 revalidated by the KMC on 14-09-2018.

S) In terms of clause 12 of the said Development Agreement dated 6th May 2011, the parties have entered into an Allocation Agreement dated 4th September 2014 to record the demarcation of the allocations of the Parties.

T) The Developer has further applied before the KMC for modification of building plan by sanction of one additional floor in each of the Buildings to avail incremental Floor Area Ratio for the proximity of the East West Metro Corridor and the said Plan has been approved by the parties herein subject to such changes and/or modification as may be required to be made in the said plan by the KMC and/or by any other authorities for the purpose of sanction.

U) In furtherance to the said Development Agreement, the Landowner/Trust and the Developer have decided to enter into this agreement.

IT HAS ALREADY BEEN AGREED BY AND BETWEEN THE PARTIES UNDER DEVELOPMENT AGREEMENT DATED 6TH MAY 2011 HOWEVER FOR THE SAKE OF CLARITY AND UNDERSTANDING, REITERATED HERETOWITH THE NECESSARY MODIFICATIONS AS FOLLOWS:

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DEFINITIONS

1.1 **ARCHITECT** shall mean M/s Agarwal & Agarwal (Architect) of 2/5 SevakBaidya Street, Kolkata-700029 (formerly of 96 Beltala Road, Kolkata – 700020) appointed by the Trust and the Developer for the New Buildings to be constructed at the Entire Property or such other architect or architects who may be appointed hereafter by the parties hereto mutually in place and stead of said M/s Agarwal & Agarwal (Architect).

1.2 **ASSOCIATE ARCHITECT** shall mean Mr. Bikash Dutta of M/s Creative Forum, 6/2, Bijoy Mukherjee Lane, Kolkata 700025 or such other person or persons who may be from time to time appointed by the Trust for designing, planning and reporting to the Trust about the progress of construction of the Trust Buildings at the rear portion of the said Property;

1.3 **BUILDINGS or NEW BUILDINGS**shall mean and include the new building or buildings to be constructed erected and completed at the Entire Property (including both the Trust Buildings and the Other Building/s ashereinafter defined):

(a) **TRUST BUILDINGS** shall mean the buildings comprising of Ramdwara and ancillary building to be constructed by the Developer for and on account of the Trust at the rear portion of the said Property (more fully and particularly mentioned and described in the Third Schedule hereunder written)

(b) **OTHER BUILDING/S**shall mean and include the new building or buildings to be constructed erected and completed by the Developer at the Demised Property comprising of various flats, units, apartments, constructed spaces and showrooms (if sanctioned) and car parking spaces and the service areas to be built as part of the development.

1.4 **CONSENTS** shall mean the planning permission and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or desirable for carrying out construction, completion, use and occupation of the Development of the New Building and/or Buildings

1.5 **DEVELOPMENT** shall mean all demolition and clearance operations on the Entire Property and all excavation and other construction work and all associated drainage and infrastructure works for the development of the Entire Property in accordance with the Plans and the provisions of this Agreement.

1.6 **DEMISED PROPERTY** shall mean **ALL THAT** the divided and demarcated portion of the said Entire Property containing by estimation 54.85 cottahs of land, be the same a little more or less, inclusive of a land area measuring about 521.13 square meters falling under proposed Road Alignment Scheme of Kolkata Improvement Trust (morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written).

1.7 **TRUST'S REMAINING PROPERTY** shall mean ALL THAT the divided and demarcated remaining portion of the said Entire Property containing by estimation 64.60 cottahs of land, be the same a little more or less, (morefully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written).

1.8 **DEVELOPER** shall mean the said **REGENT HIRISE PRIVATE LIMITED** and shall include its successor and/or successors in interest/office and assigns.

1.9 **ENTIRE PROPERTY** shall mean ALL THAT the various pieces and parcels of land containing by admeasurement 119.45 cottahs, more or less, (inclusive of a land

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area measuring about 521.13 square meters falling under the proposed Road Alignment Scheme of Kolkata Improvement Trust) together with the structures constructed thereon situate lying at and being Municipal Premises No. 156B Manicktala Main Road, Kolkata (morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written).

1.10 **GENERAL COMMON PORTIONS**shall mean the general installations and facilities in the Entire Property and expressed or intended by the Developer for use and enjoyment by the occupants of both the Trust Buildings and the Other Building/s in common with each other, such as sewerage system, water inlet point, electrical transformer, power sub-station, if any, BUTshall not include any area installation or facility reserved exclusively for either the Trust Buildings or the Other Building/s. In case there be separate and independent electric connection for the Trust Buildings and Other Building in their respective portions from the authority concerned then the electrical transformer and power sub-station for the said Buildings will not form part of the General Common Portions.

1.11 **COMMON AREAS AND INSTALLATIONS** shall mean the areas installations and facilities in the Other Buildings and the Demised Property and expressed or intended by the Developer for exclusive use and enjoyment by the occupants of the Other Buildings (i.e. excluding the occupants of the Trust Buildings).

1.12 **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the General Common Portions and the Common Areas and Installations. It is clarified that inasmuch as the Trust (as owner of the Trust Buildings and Trust's Remaining Property) shall be availing of the facilities for the Trust Buildings and the Trust's Remaining Property of only the General Common Portions in common with the owners / occupiers of the Other Buildings, the Trust shall be liable for only the proportionate expenses if any to be incurred therefor, the rate mode and modality whereof shall be worked out by the Parties hereto prior to completion of construction of the Buildings and delivery of the Trust's Allocation/ Area is made in terms herein and if the same is not finalized and recorded prior to that then the Trust shall neither be liable nor required to bear and pay any expenses for the General Common Portions. Insofar as the expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations in the Other Buildings is concerned, the same shall be borne paid and shared by the owners / occupiers of the Other Buildings.

1.13 **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeeping and administering the General Common Portions and the Common Areas and Installations, rendition of services in common (i) to the Trust Buildings and the Trust's Remaining Property to the extent of the General Common Portions and (ii) to the Unit Holders in the Other Buildings for both the General Common Portions and the Common Areas and Installations, collection and disbursement of the Common Expenses and dealing with all matters of common interest of the owners/ occupiers of the units and parking spaces at the Other Building at the Demised Property.

1.14 **PROPORTIONATE OR PROPORTIONATELY** according to the subject or context shall mean the following:

(a) where it refers to share of the Trust and the Developer in the General Common Portions, the same shall be in the ratio of 55% to the Trust, 45% to the Developer;

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(b) where it refers to share of the Trust in (i) the Common Areas and Installations (ii) covered parking spaces in the basement and Ground Floor of the Other Buildings (iii) the open space/area at the Demised Propertyand (iv) undivided share in the land comprised in the Demised Property, the same shall be the proportion in which the super built-up area of the Units owned / held / allocable to the owner Trust in the Other Buildings may bear to the super built-up area of all the Units in the Other Buildings And similarly where it refers to share of the Developer in (i) the Common Areas and Installations (ii) covered parking spaces in the basement and Ground Floor of the Other Buildings (iii) the open space/area at the Demised Property and (iv) undivided share in the land comprised in the Demised Property, the same shall be the proportion in which the super built-up area of the Units owned / held / allocated to the Developer in the Other Buildings may bear to the super built-up area of all the Units in the Other Buildings; and

(c) where it refers to share of the Trust and the Developer in the open car parking spaces at the Demised Property, the same shall be in the ratio of 55% to the Trust, 45% to the Developer.

1.15 **TRUST'S ALLOCATION / AREA** shall mean entirety of the area in the Trust Buildings at the Trust's Remaining Property and such other area in the Other Building/s to be constructed at the Demised Property as per the terms and conditions of these presents including proportionate share in the General Common Portions and the Common Areas and Installations TOGETHER WITH the entirety of the open spaces/area (including open parking spaces, if any) and the land comprised in the said Trust's Remaining Property AND ALSO the undivided proportionate share of the open spaces/area and the proportionate share of open parking spaces at the Demised Property TOGETHER WITH the proportionate undivided share in the Land comprised in the said Demised Property as fully and particularly specified in Clause 12.1(a) hereunder written.

1.16 **DEVELOPER'S ALLOCATION / AREA**shall mean the remaining area in the Other Building/s (excluding the portion of Trust's Allocation/ Area therein) to be constructed at the said Demised Property as per the terms and conditions of these presents including proportionate share in the General Common Portions and the Common Areas and Installations TOGETHER WITH the undivided proportionate share of the open spaces/area (including proportionate share of open parking spaces) at the Demised Property and the proportionate undivided share in land comprised in the said Demised Property as fully and particularly specified in Clause 12.1(b) hereunder written.

1.17 **UNITS** shall mean all the saleable spaces / constructed areas in the Other Buildings, be it flats, shops, offices, showrooms etc., capable of being independently and exclusively held used occupied and enjoyed by any person and shall include the open terraces, if any attached to any unit/s.

1.18 **PARKING SPACES** shall mean the spaces in the basement (if any) and other floors of the New Buildings, as shown in the building plan, and/or at the multi-level mechanical car parking as also at the open spaces at the ground level in the said Entire Property capable of being parked motor cars and other vehicles therein or thereat.

1.19 **SPECIFICATIONS** shall mean the general specifications and/or materials to be used for construction erection and completion of the Other Building/s as more fully

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and particularly described in **Part-II of the FOURTH SCHEDULE** hereunder written. The specifications and/or materials to be used for construction erection and completion of the Trust Buildings have been specified in **Part-I of the Fourth Schedule** hereunder written.

1.20 **MAINTENANCE ORGANISATION** shall mean any Association or Syndicate or Company that may be engaged by the Developer in consultation with the Trust (and, on formation, by the Association of the owners of units at the Other Building) for the purpose of managing maintaining upkeeping and administering the General Common Portions and the Common Areas and Installations, and also collection and disbursement of the common expenses and dealing with all matters of common interest of the owners/ occupiers of the units and parking spaces at the Other Building at the Demised Property.

1.21 **PRACTICAL COMPLETION** shall mean the completion of the New Building and/or Buildings and made fit for habitation and certified so by the Architect.

1.22 **PROFESSIONAL TEAM** shall mean the Architects, Structural Engineers, Mechanical and/or Electrical Engineers, Surveyors and/or such other professional engaged and/or contracted by the Developer from time to time.

1.23 **PROJECT** shall mean the building project to be undertaken in terms of this Agreement.

1.24 **PLAN** shall mean the Plan to be sanctioned by the authorities concerned and shall include such modifications and/or alterations as may be necessary and/or required from time to time.

1.25 **TRUSTEES** shall mean (1) SWAMI SUNDER DAS JI MAJHARAJ, (2) SADHU CHARAN DAS, (3) PREM SINGH CHOWDHURY, (4) SHIV KUMAR KHEMKA and (5) Dr. SOHAN SINGH RATHORE and shall include their respective successor and/or successors in office/ interest.

1.26 **TRUST** shall mean ANANT SHRI SUKHRAMJI TRUST a public charitable trust duly registered under the Rajasthan Public Trust Act 1959 having its registered office situated at Shri Ramdham, Ramchowki, P.O. Birai, Tehsil Baori (formerly Bhopalgarh), District Jodhpur, Rajasthan and having its Kolkata branch office situated at Shri Yukteswarji Maharaj Bhawan, 150C Manicktala Main Road, Kolkata 700054 and shall include its successor and/or successors in office/interest and assigns.

2. INTERPRETATIONS:

Unless there is something in the subject or context inconsistent therewith:

2.1 Any reference to a statute (whether or not any specifically named herein) shall include any amendment or re-enactment thereof for the time being in force and shall include all instruments orders plans regulations bye-laws permissions and directions for the time being made issued or given thereunder or deriving validity therefrom.

2.2 Any reference to a clause or schedule shall be a reference to a clause or schedule in this Agreement.

2.3 The clause titles or headings appearing in this Agreement are for reference only and shall not affect the construction thereof.

2.4 Words imparting singular shall include plural and vice versa.

2.5 Words imparting masculine gender shall include Feminine and Neuter genders - likewise words imparting feminine gender shall include masculine and neuter

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genders and similarly words imparting Neuter gender shall include masculine and feminine genders.

3. **COMMENCEMENT DATE AND DURATION**

3.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from 6th day of May, 2011 (hereinafter referred to as the **COMMENCEMENT DATE**).

3.2 This Agreement shall remain in full force and effect until such time the New Buildings and/or the Project intended to be undertaken in terms of this Agreement is completed 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 / release are duly made and registered in favour of the purchasers and management and affairs of the buildings are handed over to the Association of purchasers of flats/ apartments/ units in the buildings constructed at the Demised Property.

4. **REPRESENTATIONS AND WARRANTIES**

4.1 At or before execution of this Agreement, the Trustees of the said Trust and each one of them have assured and represented to the Developer as follows:

(i) THAT the Trust is the absolute owner of the said Entire Property and they are in peaceful physical vacant possession of the same

(ii) THAT the said Entire Property and/or Demised Property is free from all encumbrances, charges, liens, lispendens, attachments trusts whatsoever or howsoever and there are no notices for requisition of acquisition thereof save **and except** a portion of land falling under the proposed Road Alignment Scheme of the Kolkata Improvement Trust.

(iii) THAT the Trust have a marketable title in respect of the Entire Property and/or Demised Property

(iv) THAT the Trust/Trustees are fully competent to enter into this Agreement

(v) THAT the Trustees have complied with all the terms and conditions contained and recorded in the said Order No. Dev/Trust/2007/482 dated 15/02/2008 of the office of the Assistant Commissioner, Devasthan Department, Jodhpur which is valid and subsisting and all requirements and formalities pertaining to the execution of this Agreement have been complied with

(vi) THAT the development of the said Demised Property in terms of this Agreement is for the benefit of the Trust to achieve the objects and purposes of the Trust

(vii) THAT, save and except the Development Agreement dated 6th May, 2011, the Trust/Trustees have not entered into any other agreement for sale, transfer lease and/or development in respect of the said Entire Property and/or Demised Property or any part or portion thereof

4.2 Relying on the representations of the Trustees of the Trust and believing the same to be true and on the faith thereof the Developer has agreed to enter into this Agreement with the Trustees and the Trust.

4.3 The Developer has represented to the Trustees of the Trust that it is fully equipped and competent to undertake the construction of the Trust Buildings and development of the Demised Property as envisaged hereunder and have sufficient resources like

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finance and manpower etc. to complete the new buildings within the stipulated time frame as per approved plans and specifications, and relying on the said representation and believing the same to be true and acting on the faith thereof, the Trustees/ Trust have agreed to enter into this Agreement.

5. TITLE

5.1 The Trustees of the Trust have duly provided photocopy of all the relevant papers deeds and documents to the Developer in support of the representations made by them in respect of the said Property and based on the documents provided the Developer has caused necessary investigation in respect thereof, inspected the Entire Property, verified the original papers and documents, satisfied itself about the clear and marketable title of the Trust in respect of the said Property. However, in the event of there being any defect in title or any claim from any person in respect of the said Property and/or any portion thereof then and in that event it shall be the obligation and responsibility of the Trust and the Trustees to cure and/or remedy such defects and settle and clear all claims at their own costs and have agreed to keep the Developer and its officers saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings including litigation costs in respect thereof.

6. GRANT OF DEVELOPMENT RIGHT

6.1 In consideration of the Developer having agreed to provide its skill and expertise for the purpose of undertaking construction of the Trust Buildings at the said Trust's Remaining Property for and on account of the Trust and development of the Demised Property by construction of the Other Building/s and in further consideration of the Developer having agreed to incur all costs charges and expenses in respect of both the said Trust Buildings and Other Building in terms hereof, the Trust and the Trustees have granted and hereby confirm the grant of exclusive right of development in respect of the said Demised Property unto and in favour of the Developer for undertaking development of the said Demised Property in accordance with the said plan and/or the plan to be sanctioned by the authorities concerned and in this regard the Developer is hereby authorized and shall be entitled as well as be obliged to if required and subject to the terms and conditions herein contained :

(i) apply for and obtain all consents approvals and/or permissions as may be necessary and/or required for undertaking development of the said Entire Property including the Demised Property

(ii) take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the Entire Property and/or Demised Property or any adjoining or neighboring Property and which need to be diverted as a result of the Development

(iii) install all electricity, gas, water, telecommunications, and surface and foul water drainage to the Entire Property and/or Demised Property and shall ensure that the same connect directly to the mains subject to what is stated herein as to the payment and reimbursement of costs

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

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(v) give all necessary or usual notices under any statute affecting the demolition and clearance of the Entire Property and/or Demised Property and to give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said Demised Property and pay all costs, fees and outgoings incidental to or consequential on, any such notice and indemnify and keep indemnified the Trustees and/or the Trust from and against all costs charges claims actions suits and proceedings.

(vi) remain responsible for any accident and/or mishap taking place while undertaking construction and completion of the said New Building and/or Buildings in accordance with the said Plan or any fresh plan which may be sanctioned by authorities concerned and has agreed to keep the Trustees saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.

(vii) comply and/or procure compliance with, all conditions attaching to the building permission and any other permissions which may be granted during the course of development.

(viii) comply or procure compliance with, all statutes and any enforceable codes of practice of the Municipal Corporation or other authorities affecting the Property or the development

(ix) take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said Property.

(x) incur all costs charges and expenses for the purpose of constructing erecting and completing the said New Building and/or Buildings in accordance with the said Plan

(xi) make proper provision for security of the said Demised Property and/or Entire Property during the course of development

(xii) not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said Entire Property or Demised Property or any part or portion thereof

(xiii) not expose the Trustees as well as the Trust to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as may be necessary and/or required for the purpose of construction erection and completion of the said New Buildings

(xiv) to remain solely liable and/or responsible for all acts deeds matters and things for undertaking construction of the said New Building and/or Buildings 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. <u>DEVELOPMENT</u>

7.1 At or before entering into this Agreement, the Trustees of the Trust have made it known to the Developer that it would be the obligation of the Developer to undertake construction of the said Entire Property whereby the right of the Developer will only be in respect of the Developer's Allocation at the Demised Property.

7.2 The Developer has agreed to construct erect and complete New Building and/or Buildings on the said Demised Property which will comprise of various flats units

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office blocks apartments showroom (if sanctioned) constructed spaces and car parking spaces.

7.3 The Developer shall also be responsible for constructing and erecting the Trust Buildings as per specifications and all costs charges and expenses for construction and erection of the said Trust Buildings shall be paid borne and discharged by the Developer

7.4 It shall be the endeavour of the Developer for maximizing the permissible FAR for construction of a new building on the said Demised Property for which permissible ground coverage and FAR for the Demised Property and the Trust's Remaining Property need not be fully/uniformly utilized for erection, construction and completion of the Other Building/s and the Trust Buildings and the Developer may vary the utilization of the permissible ground coverage/ FAR for the aforesaid different buildings without exceeding the total permissible ground coverage and FAR for the Entire Property.

7.5 Immediately after all permissions for undertaking construction are obtained the Developer shall –

(i) Immediately proceed diligently to execute and complete the development and in this regard.

(ii) proceed diligently and execute and complete the development in a good and workmanlike manner with good quality materials details whereof will appear from the Fourth Schedule hereunder written and/or as may be recommended by the Architect

(iii) execute and complete the development in accordance with the sanctioned plan and shall obtain all planning permissions which may be necessary and/or required and shall comply with the requirements of any statutory or other competent authority and the provisions of this Agreement.

7.6 For the purpose of development of the said Demised Property as well as construction of the Trust Buildings the Developer has agreed:

(i) To appoint its own professional team for causing development of the said Demised Property

(ii) The Developer shall take all necessary action to enforce the due, proper and prompt performance and discharge by the other parties of their respective obligations under the building contract, any sub contracts or agreements with the Developer and the appointments of the members of its Professional Team and the Developer shall itself diligently observe and perform its obligations under the same.

(iii) The Developer has used and shall continue to use all reasonable skill and care in relation to the development, to the co-ordination management and supervision of the Building Contractor and the Professional Team.

(iv) The Developer shall commence and proceed diligently to execute and complete the development:

(a) in a good and workman like manner with good quality of materials of their several kinds as per specifications mentioned in the Fourth Schedule mentioned hereunder

(b) in accordance with the Sanctioned Plans, Planning Permissions and all planning permissions which may be granted for the development, the consents, any relevant statutory requirement and building

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regulations, the requirements of any statutory or other competent authority and the provisions of this agreement.

(v) The Developer shall use its best endeavors to cause the development to be practically in accordance with the provisions of this Agreement.

8. **APPROVED PLANNING**

8.1 The Trust and the Developer have unanimously approved and appointed M/s Agarwal & Agarwal (Architect) of 2/5 SevakBaidya Street, Kolkata-700029 (formerly of 96 Beltala Road, Kolkata – 700020) as Architect of the Project for the required professional services including designing and planning of the New Building or Buildings at the said Premises and also assistance in successfully implementing the same. All fees and remuneration to the said Architect for preparing, submitting, sanctioning of the building plans and other necessary services shall be paid and borne solely by the Developer.

8.2 The Developer shall apply and obtain all necessary approvals consents and/or sanctions in the name of the Trust as may be necessary and/or required for the purpose of undertaking construction of the New Buildings at the said Entire Property and the Trust hereby agrees and undertakes to sign and execute such plan and/or such other applications and/or papers as may be necessary and/or required and in supersession of earlier Power of Attorney dated 7th June 2011executed pursuant to the Development Agreement dated 6th May, 2011, the Trust shall execute a fresh General Power of Attorney in favor of Mr. Harsh Vardhan Patodia, Mr. Kumar Vardhan Patodia and Mr. Kirti Vardhan Patodia, the Directors of the Developer company, to do, act and perform various acts, deeds and things in terms of this agreement for the development of the said Entire Property including the matters referred to in Clause 12.10 of this Agreement. The said Power of Attorney shall continue to be in force so long as this Agreement subsists. While exercising the powers and authorities under the Power of Attorney, the Developer shall not do any such act, deed, matter or thing which would in any way affect or prejudice the rights of the Trust and/ or go against the spirit of this Agreement and if the Trust suffers any loss, damage, cost, demand, claim, or proceedings, the Developer shall indemnify and keep the Trust fully saved harmless and indemnified in respect thereof. The Developer hereby agrees and undertakes to regularly provide copy of the plans papers deeds documents etc. signed by the said attorneys or any of them in exercise of the power granted under this Agreement.

8.3 A certified copy of the sanctioned plan obtained from the Kolkata Municipal Corporation has been forwarded by the Developer to the Trust.

8.4 The Developer shall be entitled to have the said Plan revised and/or modified as and when required by the Architect or the authorities concerned and shall also be entitled to alter and/or modify the said plan for the purpose of maximizing returns by way of sale and transfer of the various flats units apartments constructed spaces and car parking spaces to form part of the said new building to be constructed at the said Demised Property and upon sanction to intimate of such revision and/or modification in writing to the Trust with copy of such revised/modified Plan PROVIDED HOWEVER that such alterations / revision / modifications do not affect the Trust Buildings.

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8.5 The Other Building/s at the Demised Property shall be known by the name **"RamsnehiUnimark".**

9. DEPOSIT

9.1 The Developer as per the terms of Development Agreement 6th May, 2011 has deposited with the Trust an aggregate sum of Rs.4,00,00,000/- (Rupees four crore) only (hereinafter referred to as the DEPOSIT AMOUNT) which shall be held by the Trust free of interest and shall become refundable in the manner as hereinafter appearing.

9.2 The said Deposit Amount shall become refundable by the Trust to the Developer upon completion of the New Buildings on the said Entire Property and delivery of the Trust's Allocation and/or Area as hereinafter stated or may be adjusted and appropriated by sale and transfer of such part of the Trust's Allocation in the Other Building/s at the said Demised Property at such rate and on such terms and conditions as may be mutually agreed upon.

9.3 Inasmuch as an aggregate amount of Rs.1,52,51,392/- (Rupees One Crore fifty two lakh fifty one thousand three hundred ninety two only) has been paid or incurred by the Trust till date on various accounts from time to time for and on behalf of the Developer, the amount deposited by the Developer to the Trust presently remains to be Rs.2,47,48,608/- (Rupees Two Crore Forty seven lakh forty eight thousand six hundred eight only)

9.4 It has been further agreed by and between the parties that further amounts may be required to be paid or incurred by the Owner/Trust for and on behalf of the Developer as mutually agreed between the parties herein and such amounts shall further be adjusted out of the deposit amount lying with the Owner/Trust.

9.5 The parties herein have agreed that upon completion of the New Buildings on the said Entire Property and delivery of the Trust's Allocation and/or Area in terms of the said Development Agreement dated 6th day of May 2011 read with this Agreement, the net amount of the Deposit then lying with the Owner/Trust shall become refundable by the Owner/Trust to the Developer, or, if so agreed, may be adjusted and appropriated by sale and transfer of such part of the Trust's Allocation in the Other Building at the said Demised Property at such rate and on such terms and conditions as may be mutually agreed upon.

9.6 It is however clarified that in case the Trust Building is completed prior to the Other Building and the Developer notifies the Trust to take possession of the Trust Building in the manner as elsewhere herein agreed, then the Owner/ Trust shall forthwith refund the proportionate amount of the net amount of the Deposit then lying with the Owner/Trust to the Developer (such proportion being the proportion in which the area of the Trust Building may bear to the area of the Trust's Allocation/ Area in totality) within 30 (thirty) days of receipt of such notice from the Developer and at the option of the Developer, also convey the proportionate undivided share in the land comprised in the Demised Property (such proportion being the proportion in which the area of the Trust Building may bear to the area of the Trust's Allocation/ Area in totality) in favour of the Developer and/or its nominee/s (without prejudice to its obligation to convey the remaining of the proportionate undivided share in the land attributable to the Developer's Allocation subsequently) and simultaneously with such refund and conveyance the Developer shall deliver possession of the Trust

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Building to the Owner/Trust. It is however clarified that the Developer shall be at liberty to defer conveyance of such proportionate undivided share in the land comprised in the said Demised Property.

10. **MAKING OVER OF SITE**

10.1 The Trust/Trustees have already made over the Entire Property to the Developer for the purpose of construction of the New Building in terms hereof.

10.2 The water proof shed measuring about 300 sq. ft. more or less erected by the Developer at a portion of the said Entire Property shall be used by the Trust during the period of construction to keep its belongings and keep one of its durwans / representatives at the said shed. The said shed temporary in nature shall be vacated by the Trust upon the completion of construction. If so necessitated for the purpose of smooth progress of the construction work, the said shed may be shifted from one place to other place of the said Entire Property - to which the Trust shall not have or raise any objection or dispute whatsoever. The safety and security of the goods and workmen of the Trust shall be the responsibility of the Trust.

11. CONSTRUCTION, ERECTION AND COMPLETION

11.1 The Developer has commenced the work of construction of the said New Buildings.

11.2 The said New Building and/or Buildings shall be constructed erected and completed by the Developer in a workmanlike manner entirely at its cost and expenses in accordance with the sanctioned Plan with such materials and/or specifications (details whereof will appear from the Fourth Schedule hereunder written) and unless prevented by circumstances amounting to force majeure as hereinafter appearing the Developer shall construct erect and complete the said New Building and/or Buildings within 31-12-2019 (hereinafter referred to as **"the Scheduled Completion Date"**).

11.3 The Developer shall obtain the Occupancy Certificate from the Kolkata Municipal Corporation for the New Building and/or Buildings within 3 (three) months from the date of expiry of the Scheduled Completion Date. The permanent water connection will be provided by the authorities and it will be the obligation of the Developer to facilitate the water connection by the Kolkata Municipal Corporation.

11.4 To ensure that the quality of construction of the New Buildings, it is expressly agreed that during the period of foundation work and erection of the New Buildings, the Developer (i) will arrange to take sample of such works at its various level as desired by the Architect and/or Associate Architect, (ii) would get such sample tested by reputed test centre, (iii) provide copy of such reports to the Trust and (iv) shall ensure that the quality of construction work carried out are within the permissible parameters.

11.5 Besides the Architect for the Project at the Entire Property, the Trust has appointed Mr. Bikash Dutta of Creative Forum, 6/2, Bijoy Mukherjee Lane, Kolkata 700025, (hereinafter referred to as **"the Associate Architect"**), at its own cost and expenses as their representative on site for the Trust Buildings, to prepare and provide to the Architect of the Project and to the Developer all the detailed design drawings and plans for the Trust Buildings and also to report the progress of the construction work of the Trust Buildings to the Trust/ Trustees without in any manner interfering or disturbing the work carried on by the Developer at the Trust's Remaining Property.

11.6 The Trust/Trustees shall incur all costs and expenses, be responsible for and provide stones for all internal ornamental stonework, external stonework and ornamental

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cladding and skilled workers for fitting the said stonework and for interiors and acoustic paneling for the Trust Building. It shall be the responsibility of the Trust/Trustees to complete the aforesaid work within the Scheduled Completion Date, and any delay or default in completing the same shall be included in the completion time by extending the Scheduled Completion Date. It shall be the responsibility of the Developer to provide other required materials, equipment and labour for completing the aforesaid works at its cost and responsibility.

11.7 In case the Trust desires to change (whether by upgrading or downgrading or substituting) the Specifications as regards the Trust's Allocation/ Area or any part thereof, the Trust shall notify the Developer of such desired change/s at least 15 days before the commencement of the affected portion of the work. The Developer shall, on being notified as such and if such intended change is feasible, give an written estimate of the additional cost or reduction in cost, as the case may be, to the Trust, and upon acceptance of the same by the Trust in writing, the Developer shall complete that part of the Trust's Allocation/ Area as per such changed specifications. In case of increase in cost, the amount of additional cost shall be caused to be paid by the Trust within 30 days of receiving Bill for the same from the Developer upon completion of the relevant work and in case of reduction/ decrease in cost, the reduced amount shall be paid by the Developer to the Trust within 30 days from the date of completion of each such changed work.

11.8 For the purpose of delivery of possession of the Trust's Allocation/ Area including the Trust Buildings to the Trust, the New Buildings shall be deemed to have been completed if construction of the said New Buildings are made in accordance with the sanctioned building plan, as per agreed specifications and provided with electricity, construction water connection and lift and certified to be so by the Architect of the Buildings.

11.9 The joint decision certificate of the Architect and Associate Architect in respect of the Trust Buildings and decision/ certificate of the Architect only in respect of the Other Building/s of the Project as to the area/ measurement, specifications, quality of materials used and workmanship, shall be final, conclusive and binding on the parties hereto.

11.10 It is agreed that in case any structural defect relating to construction of at the said Entire Property is brought to the notice of the Developer within a period of 5 (five) years from the date of issuance of the completion certificate, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days. The Developer shall not be liable for the damage/ decay caused by natural wear and tear or by any act and/or neglect of the allottees/occupants.

11.11 Notwithstanding anything herein contained it is hereby expressly agreed and understood that without first notifying the Developer and without giving the Developer the reasonable opportunity to inspect, assess and determine the nature of purported defect, in case of any alteration in the state and condition of the area of the purported defect, the Developer shall be relieved of its obligations contained hereinabove.

11.12 It is clarified that the above responsibility of the Developer shall not cover defects, damages or malfunction due to (i) misuse, (ii) unauthorized modifications or repairs, (iii) cases of forcemajure, (iv) failure to maintain the amenities and installations, (v) accident and (vi) negligent use.

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Provided that the regular wear and tear of the Buildings excludes minor hairline cracks on the external and internal walls which happens due to variation in temperature of more than 20 degrees Celsius and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed, it shall be necessary to appoint an expert who shall be a nominated surveyor and who shall survey and assess the same and then submit a report to state the defects in the structure built by the Developer and in the workmanship executed keeping in view the agreed terms of this Agreement.

12. AREA DISTRIBUTION

12.1 In consideration of the Developer having agreed to incur all costs charges and expenses in construction of the said New Buildings at the said Entire Property including the Trust Buildings and in consideration of the further mutual obligations on the part of the owner Trust and the Developer company and the terms conditions covenant and stipulations herein contained and on the part of the respective parties to be performed and observed, it has been agreed that:

(a) The Trust shall retain and/or be allocated/entitled to **ALL THAT**55% (fifty five per cent) of the total area (including covered parking spaces) permitted to be constructed / sanctioned for construction at the said Entire Property by the Kolkata Municipal Corporation (such area shall consist of the entire area comprised in the Trust Buildings and the remaining area in the Other Buildings) **TOGETHER WITH** the entirety of the open spaces/area (including open parking spaces, if any) and the land comprised in the Trust's Remaining Property AND ALSO the proportionate share of open parking spaces at the Demised Property TOGETHER WITH the proportionate undivided share in the land and open spaces/areas comprised in the said Demised Property as attributable to the part of constructed area allocated to the Trust in the Other Building in the Demised Property and also the undivided proportionate share in the General Common Portions and the Common Areas and Installations (hereinafter referred to as "the **TRUST'S ALLOCATION / AREA**"), and the same shall be exclusively and absolutely belonging to the Trust with liberty to deal with and dispose of the same independent of the Developer.

(b) The Developer shall be allocated/entitled to **ALL THAT** the remaining 45% (forty five per cent) of the total area including covered parking spaces) permitted to be constructed / sanctioned for construction at the Entire Property by the Kolkata Municipal Corporation and such area to comprise entirely in the new building/s to be constructed at the Demised Property **TOGETHER WITH** proportionate share of open parking spaces at the Demised Property and proportionate undivided share in the land and open spaces/areas comprised in the said Demised Property as attributable to the constructed area in the Other Building in the Demised Property allocated to the Developer and also the undivided proportionate share in the General Common Portions and the Common Areas and Installations (hereinafter collectively referred to as "the **DEVELOPER'S ALLOCATION/ AREA**"), and the same shall be exclusively and absolutely belonging to the Developer

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with liberty to deal with and dispose of the same independent of the Trust and Trustees of the Trust;

12.2 It was inter alia agreed between the Trust and the Developer that at the time of submission of the plan to the authorities concerned the parties hereto shall identify their respective allocations and the same will be done in the manner mutually agreed by the parties hereto. **It is expressly agreed and made clear that:**

(a) the entire constructed area comprised in the Trust Buildings including the covered parking spaces comprised therein estimated to be 106,181 sq.ft as also the open area (including open car parking spaces) and the land at the Trust's Remaining Property shall belong to and/or be retained exclusively by the Trust and the same shall form part of the Trust's Allocation/Area;

(b) balance area to consist of the Trust's entitlement of 55% of the total area permitted/ sanctioned for construction at the entirety of the said Entire Property shall be in the Other Building at the Demised Property and such balance area consisting of the covered parking spaces and residential units in the Other Building shall be in the same ratio of total area of covered parking spaces and residential units at the said Other Building permitted/ sanctioned for construction at the Demised Property.

12.3 The Trust and the Developer have identified their respective allocations and recorded demarcation of the same in the Allocation Agreement dated 4th September 2014 based on the building plan sanctioned by the KMC on 26th March, 2013. Upon sanction of additional floor in each of the Buildings at the Demised Property and the Trust's Remaining Property to avail incremental Floor Area Ratio for the proximity of the East West Metro Corridor, as mentioned hereinafter, and such additional floor so sanctioned in the Other Building at the Demised Property shall form part of the Developer's Allocation and the additional floor sanctioned in the Trust's Buildings shall form part of the Trust's Allocation SUBJECT TO the entitlement of the Party getting less area in the overall total sanctioned area in the New Buildings constructed at the Entire Property than its share of entitlements in terms of this Agreement as provided in Clause No. 12.5 hereinafter.

12.4 The Developer herein has submitted a plan under rule 26 of the Kolkata Municipal Corporation Building Rules, 2009 (as amended) incorporating certain internal layout changes in the units/constructed area of the Other Buildings at the said Entire Property and has further applied before KMC for modification of the building plan by sanction of one additional floor in each of the Buildings at the Demised Property and the Trust's Remaining Property to avail incremental Floor Area Ratio for the proximity of the East West Metro Corridor which plan however shall be subject to such modifications or alterations as may be required or be necessary in accordance with the rules and regulations of the Kolkata Municipal Corporation and/or other concerned authorities including the Directorate of West Bengal Fire Service, Police Authorities, etc.

12.5 In case after sanctioning of plans and identification and selection of their respective allocations by the Trust and the Developer and construction of the New Buildings at the Entire Property, it be found upon actual measurement that any of the parties gets less area than its entitlements in terms hereof then

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the party getting excess area shall pay to the other party for such excess area a sum calculated at such rate as be mutually agreed between the parties hereto, keeping in view the market price prevailing at that time. Certificate of the Architects for the New Building/s in regard to measurement of various flats/units in the New Buildings at the Entire Property shall be final conclusive and binding on the parties hereto.

12.6 The Developer shall be entitled to enter into agreements for sale and transfer and/or deal with its allocations independently for which no further consent of the Trust and/or Trustees would be necessary and/or required but in no event the Developer shall be entitled to put any transferee in possession of any part or portion of the Developer's Area until such time possession of the Trust's Area is delivered in terms hereof.

12.7 The Trust and the Trustees and each one of them hereby agree and covenant with the Developer that they shall sign and execute all deeds documents and instruments as may be necessary and/or required in respect of any agreements or documents to be executed by the Developer in respect of the Developer's Allocation/ Area subject to the Developer performing its obligations in terms of this Agreement IT BEING EXPRESSLY AGREED that the Trustees shall cause all concerned parties to join as parties in respect to any agreement and/or conveyance to be entered into and/or executed in favour of any intending purchaser and/or purchaser.

12.8 On completion of construction of the New Buildings (including the Trust Buildings) in terms of Clause 11.8 hereto and subject to the Architect giving a Certificate of such completion and also certifying that the New Building is fit for occupation and provided with electricity, at least construction water connection and lift, the Developer shall notify thereabout (enclosing the Certificate of the Architect) to the Trust and within 30 days of receipt of such notice from the Developer be entitled to take possession of the areas comprised in the Trust's Allocation/ Area.

12.9 After the completion of the New Buildings in terms recorded herein, and first offering the Trust to take possession of the Trust's Allocation/ Area in terms of this Agreement, the Developer shall be entitled to deliver possession of the Units and parking spaces comprised in or forming part of the Developer's Allocation/ Area and to execute the Deed/s of Conveyance in respect thereof. The Trust/Trustees shall be deemed to have taken over possession of the Trust's Allocation/ Area on the date of expiry of notice period of 30 days mentioned in preceding Clause irrespective of the fact whether actual physical possession has been taken by the Trust or not.

12.10 The Trust/Trustees confirms that the Trust shall not be required to join in as party to the Agreements that may be entered into by the Developer for sale or otherwise transfer of units, car parking spaces and other constructed and other areas forming part of the Developer's Allocation and belonging to the Developer and consent of the Trust/ Trustees in that regard shall be deemed to have been given by the Trust/ Trustees to the Developer by these presents itself **PROVIDED HOWEVER THAT** if so required by the Developer, the Trust/ Trustees shall join in as party at the costs and expenses of the Developer, to all such agreements and other documents of transfer agreeing and confirming to the effect that the Trustees of the Trust shall execute the

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Conveyance of undivided proportionate share in the land comprised in the Demised Property attributable to the Developer's Allocation without claiming any additional consideration money therefor and the power and authority in respect thereof shall be included in the power of attorney referred to in Clause 8.2 hereinabove to be given by the Trust/Trustees in favour of the directors of the Developer named in the said Clause 8.2 mentioned hereinabove; such power and/or authority to execute the conveyance and/or transfer is to be exercised by the Attorneys only upon completion of construction of the New Buildings at the Entire Property and delivery of the Trust's Allocation/ Area pursuant to the terms of this Agreement. Similarly the Developer confirms that the Developer shall not be required to join in as a party to the Agreements and other documents of transfer for sale or otherwise transfer of the units, car parking spaces and other constructed and other areas forming part of the Trust's Allocation/ Area and belonging to the Trust and the consent of Developer in that regard shall be deemed to have been given by the Developer to the Trust by these presents itself **PROVIDED HOWEVERTHAT** if so required by the Trust/ Trustees, the Developer shall join in as party at the costs and expenses of the Trust, to all such agreements and other documents of transfer to the effect that the Developer is obliged to fulfill its obligations hereunder contained in terms hereof without claiming any additional consideration money therefor. The Developers hall grant a power of attorney in favour of the person or persons as may be nominated by the Trust authorizing such person/persons to join as a party for and on behalf of the Developer and to execute agreement/s and other document/s of transfer for sale or otherwise transfer of the units, car parking spaces and other areas forming part of the Trust's Allocation/ Area in the Other Building at the Demised Property.

12.11 It is hereby expressly agreed by and between the parties hereto that the Developer has agreed to undertake development of the said premises and to incur all costs charges and expenses in connection thereof and shall also be entitled to enter into agreements for sale and transfer in respect of the various flats units apartments constructed spaces, car parking spaces and other areas forming part of the Developer's Allocation and as such the Trust/Trustees acknowledge that immediately after completion of the said new building in terms hereof and at the time of taking over possession of the Trust's Allocation/ Area in terms of the Development Agreement, the Trust/Trustees shall be obligated to execute the Deed of Conveyance and/or transfer in favour of the Developer or its nominee/nominees at the costs and expenses of the Developer or its nominee/nominees in respect of the undivided proportionate share in the land comprised in the Demised Property attributable to the various flats units apartments constructed spaces and other areas forming part of the Developer's Allocation in accordance with law and without claiming any additional consideration money therefor Provided However the Developer and its nominee/nominees are ready and willing to join in execution and registration of such deed(s) of conveyance by making payment of the requisite stamp duty, registration fees and other applicable expenses.

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12.12 In the event of any increase in the area of the New Building/s upon modification and/or revision of the building plan and/or on any increase in the permissible FAR during the subsistence of this Agreement, such increased/ additional area shall be shared between the Trust and the Developer in the ratio of 55:45. In case the additional FAR is granted/ sanctioned by the KMC under Rule 69A of the KMC Building Rules 2009 for the proximity of the East West Metro Corridor then such an event the Trust shall bear the incremental fees/ charges on the additional "Floor Area Ratio" as may be specifically levied by the KMC and other out of pocket expenses, if any, to avail such additional FAR and the Developer shall bear and incur all the cost and expenses for construction of such entire additional area and/or expansion including the sanction fee, charges, cesses and the KMDA development charges as may be levied by the authorities for the same.

12.13 The Developer shall be entitled to raise construction finance/inventory finance against the units/saleable spaces pertaining to the Developer's Allocation/ Area in the Other Building at the Demised Property by creating mortgage or hypothecation thereof and shall be liable for repayment of all amounts of loan including the interest, costs and charges in this regard without any liability on the part of the Owner/Trust/Trustees. The Owner/Trust however, shall extend necessary co-operation to the Developer by signing and execution of necessary papers and documents as may be required for the aforesaid purpose and the Developer shall keep the Owner/Trust/Trustees saved harmless and duly indemnified from and against all costs, charges, claims, actions, suits and proceedings including litigation costs.

13. CONTRIBUTION AND TAX LIABILITY

13.1 The Developer shall remain liable and/or responsible for the entire cost of construction including drainage, sewerage, sanitary and plumbing, electrical works including sanction fees of the plan save and except what is mentioned hereinabove. It is expressly made clear that the Trust shall not be liable to contribute or pay any amount or deposit in respect of development of the Entire Property or construction of the New Buildings or towards the Common Areas and Installations (including installation of various utilities, facilities and amenities forming part of the common areas and installations) to be provided therein by the Developer, save (i) the actual security deposit as be payable to CESC Limited for obtaining electric meters for and in respect of the Trust Building at the Trust's Remaining Property, (ii) upgradation and alterations from the agreed specifications in respect of Trust Building, and (iii) cost of generator for the Trust Building. In the event the Trust transfers any portion of its Allocation/Area in the Other Building/s to be constructed in the Demised Property, then the Trust shall pay and/or ensure that the transferees of its Allocations in the Other Building/s shall be liable and make payment to the Developer of the cost of electricity connection and deposits, operation and maintenance of common area and facilities as fixed including all costs, charges and expenses incurred towards transformer and other allied installation, sinking fund, maintenance charges and deposit, common expenses, standby generator, formation of holding organization, upgradation

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and alterations from the agreed specifications, legal fees, deposit towards municipal rates and taxes any charges under municipal act for alteration of building plans, at the same rate as applicable to the transferees of the Developer's Allocation.

13.2 All municipal rates taxes and other outgoings including Khazana (hereinafter referred to as the RATES & TAXES) payable in respect of the said Property upto the date of completion of construction of the Buildings and delivery of the Trust's Allocation/ Area is made in terms herein shall be paid borne and discharged by the Trust. After delivery of the Trust's Allocation to the Trust and its transferees, the Trust and its transferees will be liable to make payment in respect of the Trust's Allocation/ Area and the Developer and its transferees will be liable to make payment in respect of the Developer's Allocation/ Area.

14. CONSTRUCTION AND SEPARATION

After completion of the New Building on the Demised Property and also after completion of the Trust Building on the Trust's Remaining Property, the new building situated on the Demised Property will be demarcated separately from the Trust Buildings constructed on the remaining part or portion of the said Entire Property and both the said properties will have separate entrances and separate amenities and facilities and in no event any of the occupiers, visitors and/or persons occupying the Trust Buildings shall be entitled to claim any right over and in respect of the new building constructed on the said Demised Property.

15. TITLE DEEDS

15.1 The original documents of title hereinafter referred to as the Original Title Deeds are kept in a bank locker opened with the Indian Bank, Minto Park Branch in the joint names of Shri Vijay Kumar Agarwal and Shri Harsh Vardhan Patodia as authorised representatives of the Trust and the Developer during the subsistence of this Agreement. Upon execution of the deeds of conveyance in respect of the Developer's Allocation, the Original Title Deeds shall be taken out from the said bank locker and thereafter exclusively retained by the Trust and shall continue to be the Original Title Deeds in respect of the Trust's Allocation subject to the covenant of production thereof to the Developer and all purchasers/transferees for the time being in the Other Building, as and when reasonably required.

16. FORCE MAJEURE

16.1 Neither Party shall be regarded in breach of any of the terms and conditions herein contained and on its part to be performed and observed if it is prevented by any of the conditions of Force Majeure. Force Majeure shall mean flood, fire, earthquake, any natural calamity, riot, war, storm, tempest, civil commotion, strike, lock out, prohibitory order and/or restrictions and/or directions issued by any local body or authority or any Government or statutory body or Court of Competent jurisdiction and any act or commission beyond the control of the party so prevented.

17. AFTER COMPLETION - SCHEME FOR MAINTENANCE

17.1 After completion of the new building at the said Demised Property or within such period as may be required under the applicable laws, the Developer shall cause the

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formation of an Association/Society/ Limited Company of the owners of flats/units at the said new building on the Demised Property for the purpose of management of the common parts and portions of the said building and for the Common Purposes and the Trust/ Trustees shall cooperate with the Developer fully and shall also sign all documents and papers necessary for this purpose. All the owners of flats/ units at the building at the said Demised Property shall pay their respective share of common maintenance charges at the rate as may be fixed by the Association/ Society of the flat/unit owners.

17.2 Until formation of such Association/Society/ Limited Company of the owners of flats/units at the said new building, the Maintenance Organisation engaged by the Developer shall look after the common maintenance of the said Other Building at the Demised Property and the Trust/ Trustees will pay their share of common maintenance charges including the share of expenses for General Common Elements, electricity transmission loss, water tax etc as fixed by the Developer in consultation with the Trust in respect of the their part/ share of the Trust's Allocation comprised in the building at the said Demised Property to such Maintenance Organisation.

17.3 It is expressly agreed by and between the parties, that on completion of the Project and after delivery of the Trust Building to the Trust, only the Trust/ Trustees shall be responsible for maintaining the Trust's Remaining Property and the Developer shall have no responsibility in respect thereof save and except that subject to the architect's certificate, in case of any material defect in the construction of the new buildings being found within 12 months from the date of delivery of possession, then the same shall be rectified by the Developer at its own cost and expenses.

18. AUTHORISED REPRESENTATIVE

18.1 For the purpose of effective implementation of this Agreement the Trust as well as the Trustees shall be represented by Shri Vijay Kumar Agrawalson of Late ShriBajrangLaland ShriSurendraDhanuka son of Mr. Ram AwtarDhanukaor such other person or persons as may be nominated/ notified by the Trust from time to time and the Developer shall be represented by Shri Harsh Vardhan Patodia son of Late Gopal Prasad Patodia or such other person or persons as may be nominated/ notified by the Developer from time to time (hereinafter referred to as the AUTHORISED REPRESENTATIVES) and any act deed or thing done by such Authorised Representatives shall be final and binding on the parties to whom such authorized representative belongs.

19. MISCELLANEOUS

19.1 RELATIONSHIP OF THE PARTIES –

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

(ii) All contracts and agreements entered into by the Developer pursuant to this Agreement shall be contracts or agreements between the Developer as principal and the respective third parties and the Trust/ Trustees shall have no obligation or liability under them except to sign and execute such deeds documents and instruments for the purpose of conferring a legal title.

19.2 NON-WAIVER:

Any delay tolerated and/or indulgence shown by any of the Parties hereto in enforcing the terms and conditions herein mentioned or any tolerance shown

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shall not be treated or constructed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of any of the Parties hereto.

19.3 ENTIRE AGREEMENT:

This Agreement supersedes all document and/or writing and/or correspondence exchanged between the parties hereto. Any addition alteration or amendment to any of the terms mentioned herein shall not be capable of being enforced by any of the parties unless the same is recorded in writing and signed by both the parties.

19.4 COSTS:

Each party shall pay and bear its own cost in respect of their respective and/or solicitor's fees; stamp duty and the registration charges towards this Agreement shall be paid borne and discharged entirely by the Developer.

19.5 ASSIGNMENT:

The Developer shall not be entitled to assign and/or transfer its rights under this Agreement to any other person and/or persons unless agreed upon in writing between the parties.

19.5 NOTICES:

Notices, demands or other communications required or permitted to be given or made hereunder shall be deemed to have been duly given or served on it if sent either by Speed Post or Registered Post at the below mentioned contact details of the Parties or at such other contact details as the Parties may inform from time to time by notice in writing to each other:

Trustees and/or the Trust: **AnantShriSukhramji Trust**

Address: ShriRamdham, Ramchowki
P.O. Birai, Tehsil Baori (formerly Bhopalgarh)
District: Jodhpur, Rajasthan
Pin: 342606.

Developer: **Regent Hirise Private Limited**

Address: 207, A.J.C. Bose Road
Kolkata - 700017

19.6 No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.

19.7 Time shall be the essence as regards the provisions of this Agreement, both as regards the time and period mentioned herein and as regards any times or periods which may, by agreement in writing between the parties be substituted for them.

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19.8 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

19.10 This Agreement shall be binding on the parties hereto and their respective successors and assigns.

19.11 Each party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

19.11 In case of any repugnancy between the Development Agreement dated 6th May 2011 and this Agreement, the terms and covenants of this Agreement shall supersede the terms and covenants of the said Agreement dated 6th May 2011.

20. DEFAULT

20.1 If at any time hereafter it shall appear that any of the parties hereto has failed to carry out its obligations under this Agreement, then and in such event, the party which may allege the default shall bring the same to the notice of the other party in writing for giving the other party reasonable explanation and in case the party who is alleging is not satisfied with the explanation then the party alleging default shall be entitled to claim all losses and damages suffered by them from the defaulting party without prejudice to its other rights hereunder and in such case the matter shall be referred to the Arbitrator for arbitration.

20.2 Neither Party shall be in default in the performance of any of its duties or obligations hereunder, if prevented by Force Majeure, provided however that such affected Party has given notice to this effect to the other party.

21. DISPUTE SETTLEMENT & JURISDICTION

21.1 In the event of any disputes or differences between the parties hereto regarding the interpretation or application of this Agreement or any part thereof, the parties shall try to resolve or amicably settle the same through mutual discussions, negotiations, mediation by common friends or arbitration. Disputes which cannot be settled amicably shall finally be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996. The Arbitrators will have summary powers and will be entitled to set up their own procedure and the Arbitrators shall have power to give interim awards and/or directions. The place of arbitration shall be at Kolkata and the language will be English.

22.2 The parties agree to abide by the awards and/or directions of the arbitrator/s and not to challenge or dispute the same in any manner whatsoever or howsoever.

23.3 Courts at Kolkata alone shall have jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties hereto.

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THE FIRST SCHEDULE ABOVE REFERRED TO
(THE SAID ENTIRE PROPERTY)

ALL THAT the piece or parcel of land measuring 119.45 Cottahs (equivalent to 7,990 square meters) (inclusive of a portion of the land area measuring about 521.13 square meters falling under the proposed Road Alignment Scheme of the Kolkata Improvement Trust) being Municipal Premises No. 156B Manicktala Main Road, Kolkata 700054 and fully shown in **Black** borders in the map or plan annexed hereto within the limits of Ward No.32 of the Kolkata Municipal Corporation under the jurisdiction of Manicktala Police Station, Additional District Sub-Registration Office at Sealdah, District Registration Office at Alipore in the District of South 24 Parganas and butted and bounded as follows:-

On the **North**	: By premises No.160/1B, Maniktala Main Road;
On the **East**	: Partly by premises Nos. 157/1 &157/2 Manicktala Main Road, partly by premises No. 157A Manicktala Main Road and partly by premises No. 33 Canal Circular Road;
On the **South**	: By Manicktala Main Road; and
On the **West**	: By Passage towards Purbasa Housing Estate.

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE DEMISED PROPERTY)

ALL THAT the demarcated portion of the Municipal Premises No. 156B Manicktala Main Road, Kolkata 700054 measuring an area of 54.85 cottahs, be the same a little more or less(inclusive of a portion of the land area measuring about 521.13 square meters falling under proposed Road Alignment Scheme of Kolkata Improvement Trust),**TOGETHER WITH** the benefit of the sanctioned plan No.2012030111 dated 26th March 2013 and its revalidations/modifications/alterations whereupon the Other Building is being erected, as shown and delineated in **Yellow Color** in the map or plan annexed hereto and butted and bounded by as follows:-

On the North :	By Trust's Remaining Property;
On the East :	By Trust's Remaining Property;
On the South :	By Manicktala Main Road;
On the West :	By Municipal Passage towards Purbasa Housing Estate.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(THE TRUST'S REMAINING PROPERTY)

ALL THAT the demarcated remaining portion of the Municipal Premises No. 156B Manicktala Main Road, Kolkata 700054 measuring an area of 64.60 Cottahs, be the same a little more or less, **TOGETHER WITH** the benefit of sanction plan no. 2012030111 dated 26th March 2013 and its revalidation/modifications/alteration whereupon the Trust Building is being erected, as shown and delineated in **Blue Color** in the map or plan annexed hereto and butted and bounded by as follows:-

On the North :	By premises No.160/1B, Maniktala Main Road;
On the East :	Partly by premises Nos. 157/1 &157/2 Manicktala Main Road, partly by premises No. 157A Manicktala Main Road and partly by premises No. 33 Canal Circular Road;
On the South :	Partly by Manicktala Main Road and partly by Demised Property;
On the West :	By Municipal Passage towards Purbasa Housing Estate.

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THE FOURTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATIONS)
PART-I
Specifications for Trust Building

1. FOUNDATION CONCRETE / STEEL REINFORCEMENT AND BRICK WORKS
   As per drawing and specifications provided by the Architect and Structural Engineer.
   (i) TATA TMT Steel GI Coated Reinforcement (Fe500D)
   (ii) RMC (M-25, M-30, M-40, M-50 (Self Compacting Concrete)) or as per grade specified by architect / structural engineer for foundation and superstructure.
   (iii) Anti-Termite Chemical Treatment.

2. BRICK WORK
   (i) 1st Class Bricks made of salt free soil and water
   (ii) External Wall: 200 / 250 mm thick brick work with sand cement mortar (1 : 6)
   (iii) Partition Wall: 75 / 125 mm thick brick work with sand cement mortar (1 : 4)
   (iv) Plastering with sand cement mortar (1 : 4, 1 : 3)
   (v) Cement used will be of Ambuja / Ultratech / Lafarge PPC cement of 53 grade

3. FLOORING & DADO
   15 mm. thick white MakranaDongri Marble Tiles in Satsang Hall floor and wall cladding upto 4' height; flooring at other places will be same as above but dado upto 6", same white Makrana Marble tiles. Marble shall be as approved by the Trust.

4. BATHROOM, TOILET FLOOR & WALL
   (i) Bathroom & Toilet Floors will be Vitrified Antiskid Ceramic Tiles of Size 2' x 2' or 2' x 1'
   (ii) Toilet & Bathroom Walls: Upto 7' 0" finished with ceramic tiles 1' x 2' size (NITCO / KAZARIA / JOHNSON). The series shall be classic (NITCO) / Powerline or Exquisite (Kajaria) / Germ Free (Johnson).

5. STAIRCASE
   Staircase will be finished with Marble with edge moulding. One side Dado of Staircase will be granite slab cladding (upto 4'- 0" ht). Marble and granitie as approved by the Trust.

6. LIFT FACIA
   Lift facia finished with granite cladding. Granite as approved by the Trust.

7. ALL EXTERNAL
   Flooring with concrete paver blocks/Tiles with soft land scrapping as per Architect's Design.

8. DOORS & WINDOWS
   (i) Sal wood frame (3" x 6") with 1st class CP Teak Wood shutters (1.5" x 2") with 1" thick panel insert to be provided by the Trust; all hardware fittings including heavy duty Brass fittings as may be required and as approved by the Trust to be provided by the Developer.
   (ii) The MS Grill shall have to be provided as per approved drawing of Architect. The MS Grill shall be pre-treated and hot dip galvanized in basic finishing or finished

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with powdered coat paint of desired colour complete with stainless steel mosquito net fixing.

(iii) Anti-termite Oil to be applied before fixing doors & windows.

9. DRAINAGE

(i) Soil, waste water & rain water will be disposed through CI pipes of Bengal Iron Co. or equivalent with lead joints.

(ii) The drainage connection will be done as per approved drawing of KMC.

(iii) Drainage line will be of SW pipes / MP 3 of required diameter. Pit chamber for our internal requirement at all bends to be provided. The external connection from main pit to corporation drain to be decided by Public Health Engineer.

10. WATER PROOFING

(i) Waterproofing of roof with SIKA Top Seal 107 / PIDILITE / LATICRETE or equivalent water proofing compound

(ii) Adequate water proofing in basement with pressure grouting

(iii) Waterproofing of toilet floor will be done with proper water proofing membrane. The work will be supervised by the technical team of the respective manufacturer of the water proofing compound.

11. ROOF TREATMENT

Water proofing & Heat insulation of exposed roof surface will be done by providing earthen ware pot, RCC M-25 in admixture with proper water proofing chemicals etc. finished with non-mosaic crazy floor.

12. WATER SUPPLY

(i) Water will be made available from KMC supply & Tube well.

(ii) Concealed / Exposed plumbing lines for cold water will be of TATA G.I medium pipes and for hot water will be TATA G.I. heavy pipes.

(iii) Deep tube well will be installed with pump and water filtration plant for alternative source of water, subject to permission from the concerned authorities.

13. PAINTING & FINISHING

(i) Outside face of external walls: Paint finsh with textured exterior paint (ASIAN APEX ULTIMA, BERGER) two or more coats over base coat of water proofing cement paint as per Architect's Design.

(ii) All decorative, ornamental work with conceal & plaster on external surface will be done by the developer as per design & drawing of Architect.

(iii) Internal face of walls: should be applied with very good quality Birla Putty of 2 mm thick over plastered surface.

14. MAIN GATE

Decorative Main Gate will be provided by the developer as per design. Stone work & cladding around the gate will be done by the Trust/ owner at their own cost.

15. STAIRCASE & BALCONY RAILING

All staircase & balcony railings will be provided with M/S Baluster 75 x 75 mm teak wood hand railing.

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16. SANITARY FITTINGS & FIXTURES

(i) CP Brass wall mixture, basin mixture, bib cock, Pillar cock, angular stop cock, Towel rail, soap dish, glass shelf, cloth hook and mirror to be provided in all toilets & bath rooms. Health Faucet & Sink Cock of Jaquar /Marc/or other approved Brandmake in toilets to be provided.

(ii) White vitreous china wash basin with pedestal, W.C with cistern, Flat back urinal (large), squatting plate etc. of Hindustan' / Parryware/Jaquarmake with other necessary fittings.

(iii) Bathroom fittings will be of CP Brass of Standard make (Jaquar/Marc) of Continental/Queens Grade

17. KITCHEN

(i) Kitchen platform will be of Red granite and ceramic tiles over the kitchen platform upto a height 5'-0"

(ii) Double Stainless-steel sink will be provided as per approved design (Muati / Paryware/Nirali)

18. ELECTRICAL, PHONE & LAN CABLING WITH IO BOX WIRING & FITTINGS

(i) Total Power Load to be provided 75 KW, cable and bus bar capacity for 200 KW.

(ii) Concealed wiring with fire retardant (FLRS) PVC insulated copper wire of reputed make (Finolex, Polycab) PVC conduits and fittings.

(iii) Anodized plated heavy gauge MS Concealed switch box with reputed make modular switches (Legrand/equivalent) including earthing.

(iv) Distribution Board with MCCB, RCCB as in- comer &MCCB/MCB out- going of reputed make (ABB/Siemens/L&T/Legrand/Approved Brand).

(v) AC points with North- West/Approved Brand starter of required no. will be provided.

(vi) Earthing to be done with required no. of earthing pits connected with earthing strips as per Architect's Design & Drawing.

(vii) Proper external lighting with LED or CFL type of light fittings (Philips / KLITE / Havels) of design approved by architect will be provided.

(viii) Telephone points to be provided at the location desired.

(ix) Power Control Centre with LT switchgears of ABB/approved brand make, floor mounted cubical type with automatic change over switch, fuse gear, control gear, metering and production, complete with DOL and star/delta starter, complete with fully automatic capacitor control panel for power factor improvement, complete with number of required treated earth station with total copper earth flat, round and earthing plate. All the treated earth station shall be with 6" 100 mm G.I. perforated pipe with funnel, C.I cover and earth charging chemical (in place of charcoal and salt).

19. FIRE FIGHTING

(i) Firefighting arrangement as per Fire & Safety regulations.

(ii) Fire fighter equipment to be installed with underground water reservoir

(iii) Arrangements of wet risers, yard hydrant, automatic sprinkler system etc. to be installed & fire pumps to be installed as per fire department rules and recommendation. All pipes to be used will be of Tata Heavy Duty - C Type Black.

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(iv) Distribution Board with MCCB, RCCB as in- comer &MCCB/MCB out- going of reputed make (ABB/Siemens/L&T/Legrand/Approved Brand).

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(vii) Proper external lighting with LED or CFL type of light fittings (Philips / KLITE / Havels) of design approved by architect will be provided.

(viii) Telephone points to be provided at the location desired.

(ix) Power Control Centre with LT switchgears of ABB/approved brand make, floor mounted cubical type with automatic change over switch, fuse gear, control gear, metering and production, complete with DOL and star/delta starter, complete with fully automatic capacitor control panel for power factor improvement, complete with number of required treated earth station with total copper earth flat, round and earthing plate. All the treated earth station shall be with 6" 100 mm G.I. perforated pipe with funnel, C.I cover and earth charging chemical (in place of charcoal and salt).

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(ii) Fire fighter equipment to be installed with underground water reservoir

(iii) Arrangements of wet risers, yard hydrant, automatic sprinkler system etc. to be installed & fire pumps to be installed as per fire department rules and recommendation. All pipes to be used will be of Tata Heavy Duty - C Type Black.

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(iv) Smoke detectors & Fire Alarm system of approved make to be installed as per fire department rules and recommendation.

(v) Fire extinguishers to be installed as per fire department rules and recommendation.

20. OTHERS

i. Two nos. of RCC overhead tanks & 1 no. underground RCC tank of required capacity to be provided with pumping arrangement for drinking water.

ii. Distribution to each unit will be through TATA G.I Pipe network.

iii. One nos. of UGR for tube well water

21. LIFT & LIFT FACIA

Auto Door S.S. Lift of Otis / Kone / Mitsubishi / ThyssenKrupp will be provided (6 passenger for Guruji and 12 passengers for common lift).

22. LANDSCAPING

Necessary hard & soft landscaping to be provided in the entire area as per design of the Architect

23. GURUJI'S MAHAL (7th FLOOR)

The finishing materials for flooring, wall tiles, paint, fittings & fixtures, Bathroom fittings (Duravit), Geyser, Matching glass mirror, shelve, soap tray, towel rack, bath tub with Jacuzzi, Sanitary ware (both Indian & Western commode with adequate support system in place), Cistern, light fittings, Gym Equipment (Motorisedtrademill, exercise byke, multigym and other gym equipment as desired by Guruji), modular kitchen (equipped with kitchen appliances and devices), other electrical gadgets (Home Theater System, cordless phone, remote bell, door access control, cc tv camera, recliner, room heater in Guruji's Mahal will be of special quality as approved by authorized representative of the Trust. Total cost of gym equipment and all electrical gazette shall not exceed Rs. 10 lakh.

PART-II

Specifications for the Other Building/s at the Demised Property

- BRICK WORK

  External Wall: 200 / 250 mm thick brick work

  Partition Wall: 75 / 125 mm thick brick work

  PLASTERING

  Plastering: - Cement & sand mortar

- CONCRETE & STEEL REINFORCEMENT WORKS

  As per structural drawings provided by the structural engineer

- FLOOR OF ROOMS

  Bed Room-Vitrified Tiles, Master Bed Room-Wooden Flooring and Living Dining-Italian Marble.

  Kitchen & Toilet: Antiskid ceramic Tiles

- TOILET WALL –

  Upto 7'00" with ceramic tiles

- STAIRCASE

  Staircase will be finished with good quality Green Marble finish and wooden polish railing.

- DOOR

  Sal wooden frame.

  Shutters: Internal door-Flush Door with Both side veneer finish,-Main Door-Decorative flush door with both side laminate.

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- WINDOWS
  Fully glazed aluminum window.
- DRAINAGE
  i. Solid and liquid waste, rain water etc will be disposed through HDP pipes/ JaiswalNicco/Equivalent Pipes of ISI slandered.
  ii. The drainage connection will be done as per approved drawing of KMC.
- ROOF TREATMENT
  Water proofing roof with roof tiles.
- WATER SUPPLY
  Water will be made available from KMC supply/ Tubewell
- PAINTING & FINISHING
  i. Outside face of external walls: High quality finish as per architect's design.
  ii. Internal face of walls: very good quality plaster of paris
  iii. Decorative Main Gate
  iv. Lobbies: - Lobbies with imported marble and decorative ceiling and lift facia.
  v. All external area: - Flooring with soft landscapeas per Architectural Design.

- SANITARY FITTINGS IN TOILET
  Tap with mixing arrangement in toilets
  White Washbasin and of Kohler Make.
  White commode of porcelain of Kohler Make.
  Concealed hot and cold-water pipe line with CPVC pipes of reputed make.

- KITCHEN & TOILET FLOOR & WALL
  Kitchen platform will be of granite and ceramic tiles over thekitchen platform upto a height 2'0"
  Stainless steel sink will be provided
- ELECTRICAL POINTS & FITTINGS
  Concealed PVC conduits, copper wire of desired cores of reputed make.
  MS Concealed switch box with reputed make switches including earthling.
  Separate Meters and Generator connection for all unit owners as well as for common use will be provided at extra cost.
  2 nos. passenger Automaticelevators (OTIS/ KONE) having adequate capacity and 1 no. Automatic Service Elevator will be provided.
  Good quality makes flexible copper wire as under for electric connection.
  6 sq.mm Armored Cablefor main power line
  3/20 6 sq.mm wire for DB to joint box
  Telephone points in all rooms except toilets and kitchen
AC points in living and dining room and bed rooms.
  *Cable connections in all bed rooms and living rooms
  Intercom facility in all flats
  100% Backup for Common Areas and Services.
- OTHERS
  Overhead tank will be made of RCC and distribution to each unit will be through UPVC Pipe Network
  Fire fighting as per Govt. Rules
  CCTV based security system

A.D.S.R., SEALDAH

18 FEB 2019

Dist.-South 24 Parganas

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

SIGNED SEALED AND DELIVERED by the within named **LANDOWNER/ TRUST** represented by its within-named Trustees at Kolkata in the presence of:

ANANT SHRI SUKHRAMJI TRUST
MANAGING TRUSTEE

1. Swapan Manna
204 A J C Bose Rd. Kol-17
2. Sudip De
207, A J C Bose Road Kol-17

ANANT SHRI SUKHRAMJI TRUST
TRUSTEE

ANANT SHRI SUKHRAMJI TRUST
TRUSTEE

ANANT SHRI SUKHRAMJI TRUST
TRUSTEE

ANANT SHRI SUKHRAMJI TRUST
TRUSTEE

SIGNED SEALED AND DELIVERED by the within-named **DEVELOPER** represented by its Director and authorised signatory Shri Harsh Vardhan Patodia at Kolkata in the presence of:

1. Swapan Manna
2. Sudip De

REGENT HIRISE PVT LTD
DIRECTOR/AUTHORISED SIGNATORY

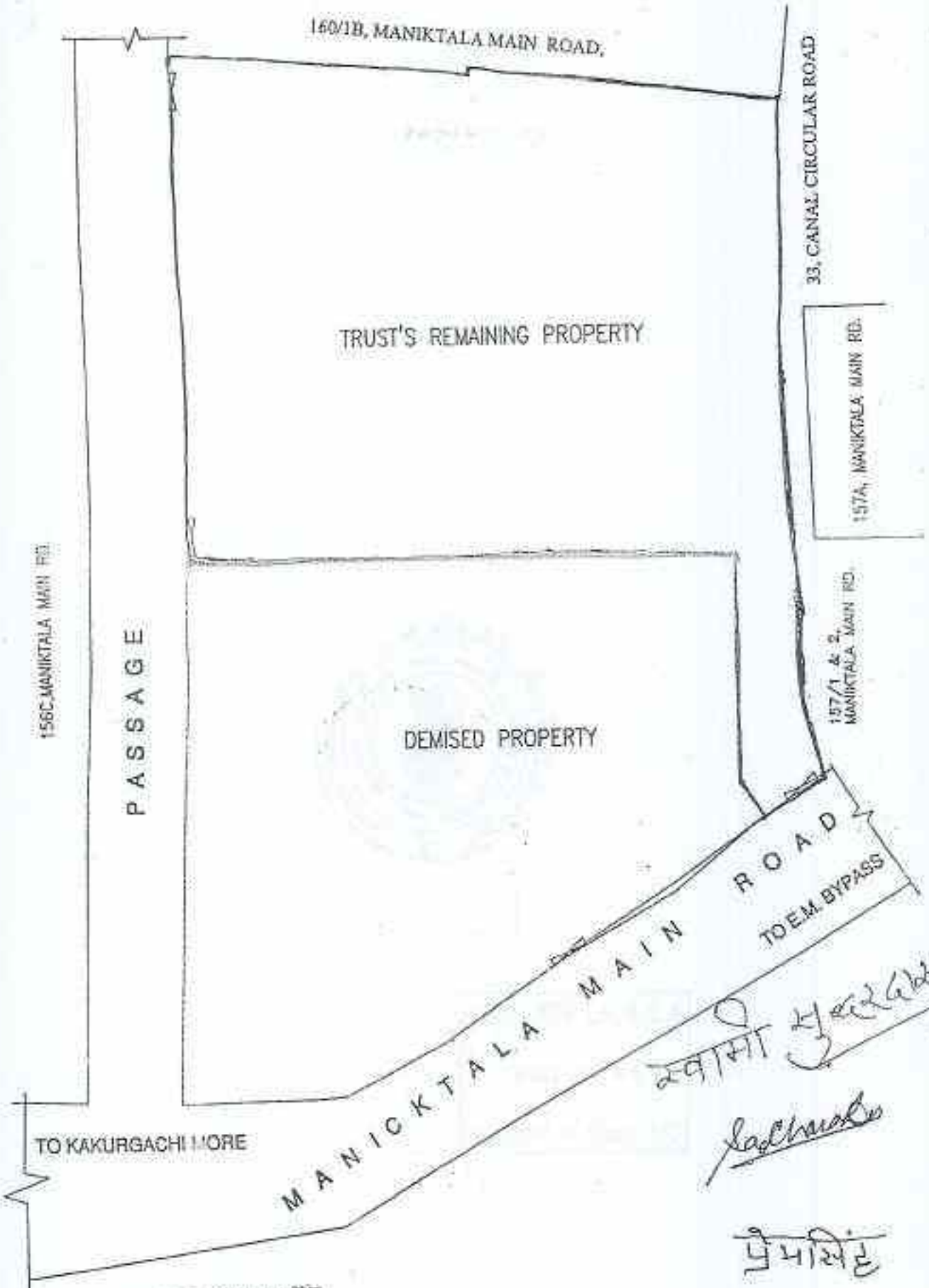
Drawn by:
S. Nitin, Adv.
High Court Calcutta
WB/340/06.

A.D.S.R., SEALDAH

18 FEB 2019

Dist.-South 24 Parganas

AN OF PREMISES NO. 156B, MANIKTALA MAIN ROAD, WARD NO.- 032,
ROUGH NO.- III, KOLKATA-700 054,



REGENT HIRISE PVT LTD

DIRECTOR / AUTHORISED SIGNATORY

स्वामी

प्रोमोटर

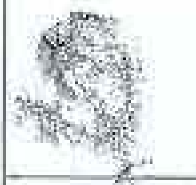
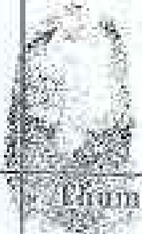
Sachin Kumar Khanka

A.D.S.R., SEALDAH

18 FEB 2019

Dist.-South 24 Parganas

SPECIMEN FORM FOR TEN FINGERPRINTS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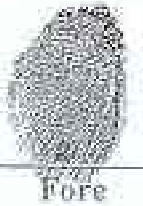
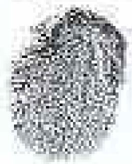
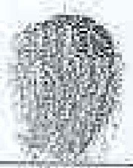
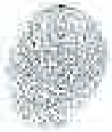
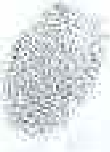
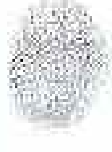
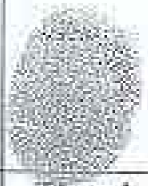
			(Left Hand)			
						
		Thumb	Fore	Middle	Ring	Little
			(Right Hand)			
						
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		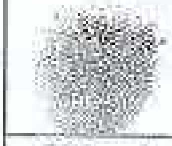	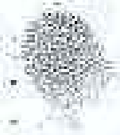	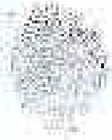	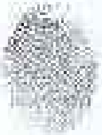	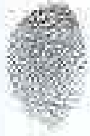
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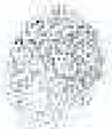
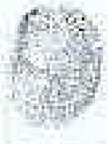
			(Right Hand)			
						
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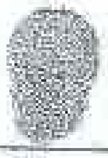
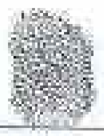
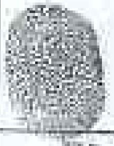
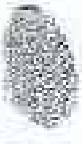
			(Left Hand)			
						
		Thumb	Fore	Middle	Ring	Little
			(Right Hand)			

A.D.S.R., SEALDAH

18 FEB 2019

Dist.-South 24 Parganas

SPECIMEN FORM FOR TEN FINGERPRINTS

Little | Ring | Middle | Fore | Thumb

(Left Hand)

Thumb | Fore | Middle | Ring | Little

(Right Hand)

Little | Ring | Middle | Fore | Thumb

(Left Hand)

Thumb | Fore | Middle | Ring | Little

(Right Hand)

Little | Ring | Middle | Fore | Thumb

(Left Hand)

Thumb | Fore | Middle | Ring | Little

(Right Hand)

A.D.S.R., SEALDAH

18 FEB 2019

Dist.-South 24 Parganas

स्थायी लेखा संख्या PERMANENT ACCOUNT NUMBER

AAATA4307F

नाम NAME

ANANT SHRI SUKHRAM JI TRUST

[illegible] DATE OF INCORPORATION/FORMATION

13-06-1968

[illegible]

COMMISSIONER [illegible]

ANANT SHRI SUKHRAMJI TRUST

TRUSTEE

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

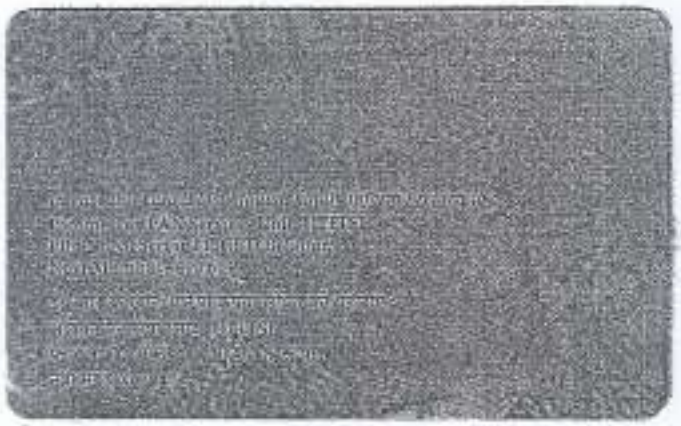
[illegible]

[illegible]

[illegible]


आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
SWAMI SUNDER DAS
JUGATI RAM MALAPAL
CUNPS8032D

स्वामी सुन्दर दास




Swami Sunderdas
DOB: 16/10/1948
MALE
2683 6582 2457
मेरा आधार, मेरी पहचान

स्वामी सुन्दरदास


Address:
Sri Jugal Ram Maharaj, shri ram bhawan
Biral, Jodhpur,
Rajasthan - 342003
2683 6582 2457

Sadhu Charan Das

भारत सरकार

साधु चरणदास

Sadhu Charandas

जन्म तारीख/DOB:11/01/1964

पुरुष Male

8699 0598 0025

आधार - आम आदमी का अधिकार

भारतीय विशिष्ट पहचान प्राधिकरण

UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:
S/O स्वामी श्री सुन्दरदास जी महाराज, श्री रामधाम रामचौकी बिराई बिराई तहसील बावड़ी, बिरे, बिराई, जोधपुर राजस्थान, 342603

Address:
S/O Swami Shri Sunderdas Ji Maharaj, shri ramdham ramchowki Birai Birai Tehsil Baori, Birai, Birai, Jodhpur Rajasthan, 342603

8699 0598 0025

Aadhaar - Aam Aadmi ka Adhikar

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

PREM SINGH CHOUDHARY

SAWAI RAM CHOUDHARY

02/09/1949

AMFPC6809E

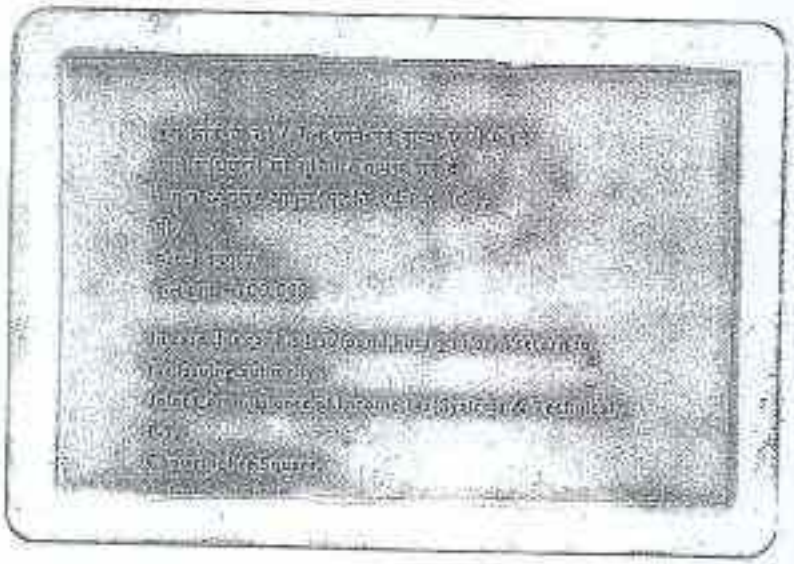
प्रेमसिंह


Premsingh
जन्म वर्ष / Year of Birth : 1951
पुरुष / Male
6625 2819 0355
आधार — आम आदमी का अधिकार

प्रेमसिंह


Address: S/O Sevaram,
Sojat Road, Sojat Road, Pali,
Rajasthan, 306103

Shiv Kumar Khemka



Subir Kumar Khanra

PERMANENT ACCOUNT NUMBER

ABEPR5310N

NAME

SOHAN SINGH RATHORE

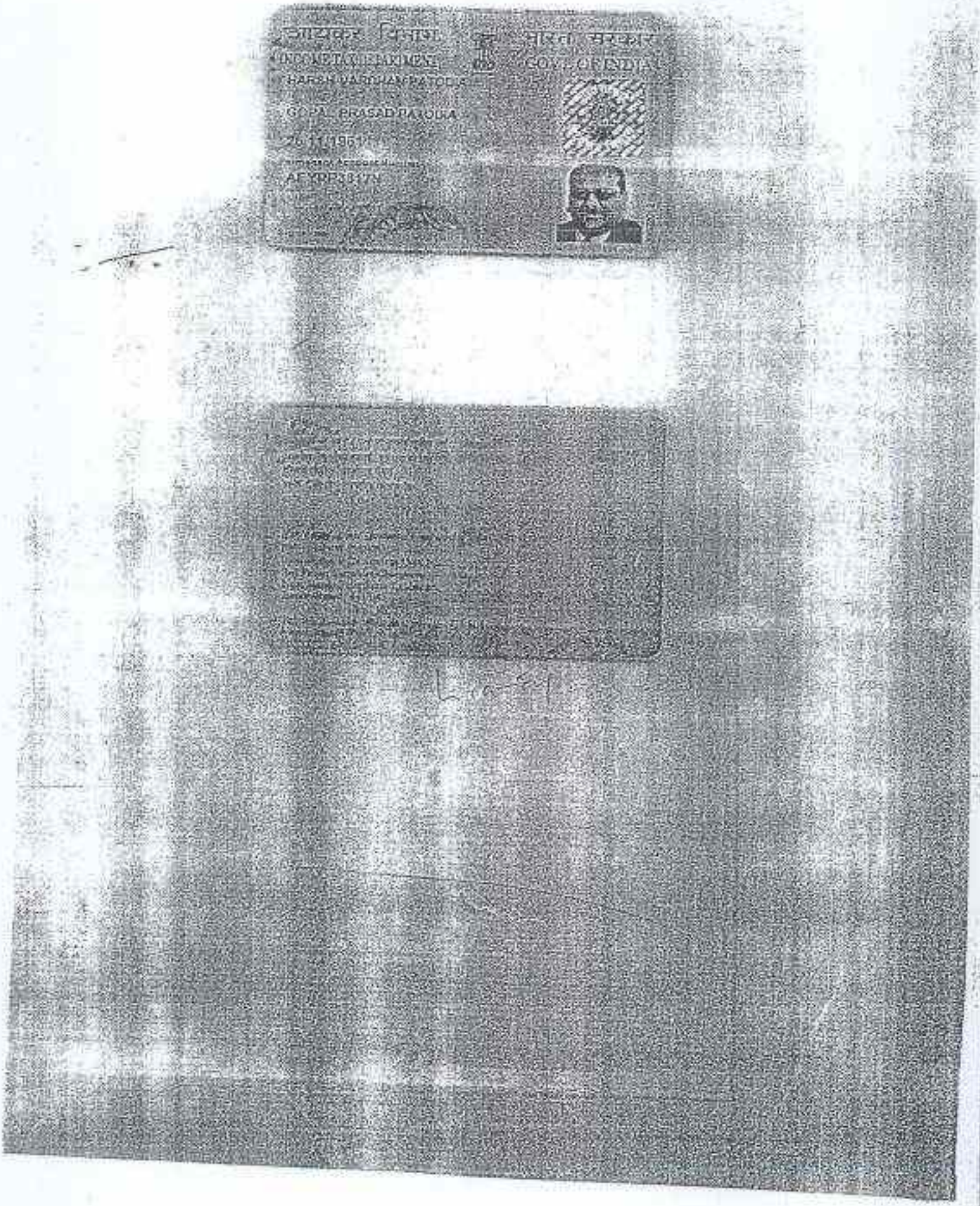
FATHER'S NAME

SURAJMAL SINGH RATHORE

DATE OF BIRTH

COMMISSIONER OF INCOME TAX (PUNE)


6564 6025 1692
आधार – आम आदमी का अधिकार


आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
HARSH VARDHAN PATODIA
GOPAL PRASAD PATODIA
26/11/1961
AEYPP3817H

REGENT HIRISE PVT LTD

DIRECTOR / AUTHORISED SIGNATORY

Government of West Bengal

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

OFFICE OF THE A.D.S.R. SEALDAH, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 160600002411 08/2019

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Swami Sunder Das Shri Ramdham, Tehsil Baori Formerly Bhopalgarh, Ramchowki, P.O:- Birai, P.S:- BHOPALGARH, District:-Jodhpur, Rajasthan, India, PIN - 342605	Representative of Land Lord [Anant Shri Sukhramji Trust]			18/2/2019

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr Sadhu Charan Das Shri Ramdham, Ramchowki,Tehil Baori Formerly Bhopalgarh, P.O:- Birai, P.S:- BHOPALGARH, District:- Jodhpur, Rajasthan, India, PIN - 342605	Representative of Land Lord [Anant Shri Sukhramji Trust]			18/2/19

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Mr Prem Singh Choudhary Motor Revinding Works, Sojat Road, P.O:- Sojat Road, P.S:- SOJAT ROAD, District:-Pali, Rajasthan, India, PIN - 306103	Representative of Land Lord [Anant Shri Sukhramji Trust]			18-2-19

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mr Shiv Kumar Khemka 62, Canal Street, P.O:- Shribhumi, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700048	Representative of Land Lord [Anant Shri Sukhramji Trust]			Shiv Kumar Khemka 18/2/19

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
5	Dr Sohan Singh Rathore 83/A Sadul Ganj, P.O:- Bikaner, P.S:- SADAR BIKANER, District:- Bikaner, Rajasthan, India, PIN - 334003	Representative of Land Lord [Anant Shri Sukhramji Trust]			18.2.19

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
6	Mr Harsh Vardhan Patodia 5F/2, New Road(Jaibehari Saha Sarani), P.O:- Alipore, P.S:- Alipore, District:- South 24-Parganas, West Bengal, India, PIN - 700027	Representative of Developer [Regent Hirise Private Limited]			(Harsh Vardhan Patodia) 18/2/2019

Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Gopal Jhunjhunwala Son of Late S S Jhunjhunwala Indraprastha Complex, VIP Road, P.O:- Kaikhali, P.S:- Airport, District:-North 24-Parganas, West Bengal, India, PIN - 700052	Swami Sunder Das, Mr Sadhu Charan Das, Mr Prem Singh Choudhary, Mr Shiv Kumar Khemka, Dr Sohan Singh Rathore, Mr Harsh Vardhan Patodia			Gopal Jhunjhunwala 18/2/2019

(Kaushik Ray)

Query No:-(606000024) 108/2019, 18/02/2019 03:19:03 PM SEALDAH (A.D.S.R.)

[redacted]

হর্ষ বর্ধন পাতোডিয়া

Harsh Vardhan Patodia

জন্মতারিখ/ DOB: 25/11/1961

পুরুষ / MALE

3059 6892 5383

আধার সাধারণ মানুষের অধিকার

[redacted] প্রাধিকরণ

[redacted] INDIA

ঠিকানা:
5এফ/2, নিউ রোড, আলিপুর, আলিপুর এইচ ও, কোলকাতা, পশ্চিমবঙ্গ - 700027

Address
5F/2, NEW ROAD, ALIPUR, Alipore H.O, Kolkata, West Bengal - 700027

ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
SEALDAH
South 24-Parganas, West
Bengal

Government of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN:	19-201819-035530103-5	Payment Mode	Debit Card Payment
GRN Date:	19/02/2019 12:18:50	Bank :	ICICI Bank
BRN :	9050122000138605	BRN Date:	19/02/2019 12:20:35

DEPOSITOR'S DETAILS

Id No. : 16060000241108/6/2019
[Query No./Query Year]

Name : Harsh Vardhan Patodia
Contact No. :
Mobile No. : +91 9836309955
E-mail :
Address : 207 AJC BOSE ROAD KOLKATA 700017
Applicant Name : Mr Harsh Vardhan Patodia
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement Payment No 6

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	16060000241108/6/2019	Property Registration- Stamp duty	0030-02-103-003-02	20
2	16060000241108/6/2019	Property Registration- Registration Fees	0030-03-104-001-16	14
		Total		34

In Words : Rupees Thirty Four only

GRN	19-201819-035/945831-1	Payment Mode	Online Payment
GRN Date	16/02/2019 14:20:56	Bank	State Bank of India
BRN	CKI5527243	BRN Date	16/02/2019 14:25:58

DEPOSITOR'S DETAILS

Id No. : 16060000241108/4/2019
[Query No./Query Year]

Name : REGENT HIRISE PVT LTD
Contact No. : Mobile No. : +91 8335069406
E-mail :
Address : 207 A J C BOSE ROAD KOLKATA 700017
Applicant Name : Mr Harsh Vardhan Patodia
Office Name :
Office Address :
Status of Depositor : Seller/Executants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement Payment No 4

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	16060000241108/4/2019	Property Registration- Stamp duty	0030-02-103-003-02	74901
2	16060000241108/4/2019	Property Registration- Registration Fees	0030-03-104-001-16	400007
		Total		474908

In Words : Rupees Four Lakh Seventy Four Thousand Nine Hundred Eight only

Major Information of the Deed

Deed No :	I-1606-00693/2019	Date of Registration	19/02/2019
Query No / Year	1606-0000241108/2019	Office where deed is registered	
Query Date	12/02/2019 3:01:35 PM	A.D.S.R. SEALDAH, District: South 24-Parganas	
Applicant Name, Address & Other Details	Harsh Vardhan Patodia Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. 9836309955, Status :Buyer/Claimant		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 4,00,00,000/-]	
Set Forth value		Market Value	
Rs. 1/-		Rs. 76,44,80,024/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,021/- (Article:48(g))		Rs. 4,00,021/- (Article:E, E, B)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Maniktala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Maniktala Main Road, Road Zone : (Kankurgachi More (Ward-32) – E.M. Bye Pass Off Road (Ward-32)) , Premises No: 156B. , Ward No: 032 Pin Code : 700054

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		119.45 Katha	1/-	76,44,80,024/-	Property is on Road
	Grand Total :				197.0925Dec	1 /-	7644,80,024 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**Anant Shri Sukhramji Trust** 150C, Maniktala Main Road, P.O:- Kakurgachi, P.S:- Maniktala, District:-South 24-Parganas, West Bengal, India, PIN - 700054 , PAN No.:: AAATA4807F, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**Regent Hirise Private Limited** 207, A. J. C. Bose Road, P.O:- Circus Avenue, P.S:- Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN - 700017 , PAN No.:: AACCR7453D, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**Swami Sunder Das** Son of Iswar Jugati Ram Maharaj Shri Ramdham, Tehsil Baori Formerly Bhopalgarh, Ramchowki, P.O:- Birai, P.S:- BHOPALGARH, District:-Jodhpur, Rajasthan, India, PIN - 342606, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , PAN No.:: CUNPS8032D Status : Representative, Representative of : Anant Shri Sukhramji Trust (as Managing Trustee)
2	**Mr Sadhu Charan Das** Son of Swami Sunder Das Ji Maharaj Shri Ramdham, Ramchowki,Tehil Baori Formerly Bhopalgarh, P.O:- Birai, P.S:- BHOPALGARH, District:-Jodhpur, Rajasthan, India, PIN - 342606, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , PAN No.:: CXCPS4807G Status : Representative, Representative of : Anant Shri Sukhramji Trust (as Secretary Trustee)
3	**Mr Prem Singh Choudhary** Son of Late Sawai Ram Choudhary Motor Revinding Works, Sojat Road, P.O:- Sojat Road, P.S:- SOJAT ROAD, District:-Pali, Rajasthan, India, PIN - 306103, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , PAN No.:: AMFPC6809E Status : Representative, Representative of : Anant Shri Sukhramji Trust (as Trustee)
4	**Mr Shiv Kumar Khemka** Son of Late Bishwanath Khemka 62, Canal Street, P.O:- Shribhumi, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700048, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , PAN No.:: AFXPK5030J Status : Representative, Representative of : Anant Shri Sukhramji Trust (as Trustee)
5	**Dr Sohan Singh Rathore** Son of Late Surajmal Singh Rathore 83/A Sadul Ganj, P.O:- Bikaner, P.S:- SADAR BIKANER, District:-Bikaner, Rajasthan, India, PIN - 334003, Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, , PAN No.:: ABEPR5810N Status : Representative, Representative of : Anant Shri Sukhramji Trust (as Trustee)
6	**Mr Harsh Vardhan Patodia (Presentant)** Son of Late Gopal Prasad Patpodia 5F/2, New Road(lalbehari Saha Sarani), P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AEYPP3817N Status : Representative, Representative of : Regent Hirise Private Limited (as Director)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Gopal Jhunjhunwala Son of Late S S Jhunjhunwala Indraprasha Complex, VIP Road, P.O:- Kaikhali, P.S:- Airport, District:-North 24-Parganas, West Bengal, India, PIN - 700052			

Identifier Of Swami Sunder Das, Mr Sadhu Charan Das, Mr Prem Singh Choudhary, Mr Shiv Kumar Khemka, Dr Sohan Singh Rathore, Mr Harsh Vardhan Patodia

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Anant Shri Sukhramji Trust	Regent Hirise Private Limited-197.092 Dec

Major Information of the Deed :- I-1606-00693/2019-19/02/2019

Endorsement For Deed Number : I - 160600693 / 2019

On 13-02-2019

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 76,44,80,024/-

Kaushik Ray
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SEALDAH
South 24-Parganas, West Bengal

On 18-02-2019

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

Presented for registration at 19:30 hrs on 18-02-2019, at the Private residence by Mr Harsh Vardhan Patodia ,.

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

Execution is admitted on 18-02-2019 by Swami Sunder Das, Managing Trustee, Anant Shri Sukhramji Trust (Trust), 150C, Maniktala Main Road, P.O:- Kakurgachi, P.S:- Maniktala, District:-South 24-Parganas, West Bengal, India, PIN - 700054

Indetified by Mr Gopal Jhunjhunwala, , , Son of Late S S Jhunjhunwala, Indraprastha Complex, VIP Road, P.O: Kaikhali, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700052, by caste Hindu, by profession Service

Execution is admitted on 18-02-2019 by Mr Sadhu Charan Das, Secretary Trustee, Anant Shri Sukhramji Trust (Trust), 150C, Maniktala Main Road, P.O:- Kakurgachi, P.S:- Maniktala, District:-South 24-Parganas, West Bengal, India, PIN - 700054

Indetified by Mr Gopal Jhunjhunwala, , , Son of Late S S Jhunjhunwala, Indraprastha Complex, VIP Road, P.O: Kaikhali, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700052, by caste Hindu, by profession Service

Execution is admitted on 18-02-2019 by Mr Prem Singh Choudhary, Trustee, Anant Shri Sukhramji Trust (Trust), 150C, Maniktala Main Road, P.O:- Kakurgachi, P.S:- Maniktala, District:-South 24-Parganas, West Bengal, India, PIN - 700054

Indetified by Mr Gopal Jhunjhunwala, , , Son of Late S S Jhunjhunwala, Indraprastha Complex, VIP Road, P.O: Kaikhali, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700052, by caste Hindu, by profession Service

Execution is admitted on 18-02-2019 by Mr Shiv Kumar Khemka, Trustee, Anant Shri Sukhramji Trust (Trust), 150C, Maniktala Main Road, P.O:- Kakurgachi, P.S:- Maniktala, District:-South 24-Parganas, West Bengal, India, PIN - 700054

Indetified by Mr Gopal Jhunjhunwala, , , Son of Late S S Jhunjhunwala, Indraprastha Complex, VIP Road, P.O: Kaikhali, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700052, by caste Hindu, by profession Service

Execution is admitted on 18-02-2019 by Dr Sohan Singh Rathore, Trustee, Anant Shri Sukhramji Trust (Trust), 150C, Maniktala Main Road, P.O:- Kakurgachi, P.S:- Maniktala, District:-South 24-Parganas, West Bengal, India, PIN - 700054

Indetified by Mr Gopal Jhunjhunwala, , , Son of Late S S Jhunjhunwala, Indraprastha Complex, VIP Road, P.O: Kaikhali, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700052, by caste Hindu, by profession Service

Execution is admitted on 18-02-2019 by Mr Harsh Vardhan Patodia, Director, Regent Hirise Private Limited (Private Limited Company), 207, A. J. C. Bose Road, P.O:- Circus Avenue, P.S:- Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN - 700017

Major Information of the Deed :- I-1606-00693/2019-19/02/2019

Kaushik Ray
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SEALDAH
South 24-Parganas, West Bengal

On 19-02-2019

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 4,00,021/- (B = Rs 4,00,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 4,00,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 16/02/2019 2:25PM with Govt. Ref. No: 192018190352645831 on 16-02-2019, Amount Rs: 4,00,007/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKI5927243 on 16-02-2019, Head of Account 0030-03-104-001-16
Online on 19/02/2019 12:20PM with Govt. Ref. No: 192018190355301035 on 19-02-2019, Amount Rs: 14/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 9050122000138605 on 19-02-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 74,921/-
Description of Stamp
1. Stamp Type: Impressed, Serial no 74092, Amount: Rs.100/-, Date of Purchase: 14/02/2019, Vendor name: SRIKANTA TIWARI
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 16/02/2019 2:25PM with Govt. Ref. No: 192018190352645831 on 16-02-2019, Amount Rs: 74,901/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKI5927243 on 16-02-2019, Head of Account 0030-02-103-003-02
Online on 19/02/2019 12:20PM with Govt. Ref. No: 192018190355301035 on 19-02-2019, Amount Rs: 20/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 9050122000138605 on 19-02-2019, Head of Account 0030-02-103-003-02

Kaushik Ray
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SEALDAH
South 24-Parganas, West Bengal

Major Information of the Deed :- I-1606-00693/2019-19/02/2019

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1606-2019, Page from 25646 to 25707

being No 160600693 for the year 2019.

Seal of the Additional District Sub-Registrar, Sealdah, South 24 Parganas

Digitally signed by KAUSHIK ROY
Date: 2019.02.25 17:08:50 +05:30
Reason: Digital Signing of Deed.

(Kaushik Ray) 25-02-2019 17:04:55

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. SEALDAH

West Bengal.

(This document is digitally signed.)