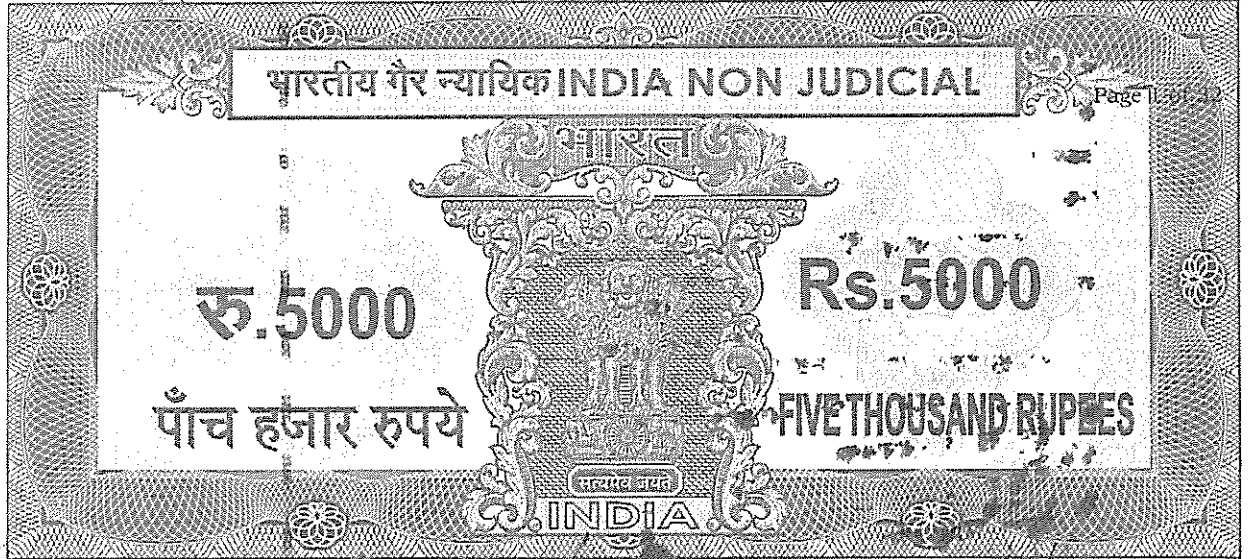


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পশ্চিমবঙ্গ পশ্চিমবঙ্গ WEST BENGAL No. 4911/12 18.05.11 B 246928

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

[Signature]
Additional District Sub Registrar
Sealdah

NM/AGREE/23125

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this 27th day of June Two Thousand and Fourteen BETWEEN TIRUPATI PROPERTIES, (PAN AAEFT8581D), a partnership firm, duly registered represented by its partners (1) SRI ANIL GADIA son of Sri Ratan Lal Gadia (2) SRI SUNIL GADIA son of Sri Ratan Lal Gadia, both hereby permanently residing at CF-71, Salt Lake City, Kolkata - and having its principal place of business at 209, C.R. Avenue, Kolkata - 700 006, both Indian Citizens, both by faith Hindus, by profession : Business, and (3) ROADWINGS INTERNATIONAL PVT. LTD; a Company incorporate under the Companies Act, 1956 and represented by its Director, SRI SANJAY SUREKA son of

সাক্ষর নং: 4197

তারিখ: 24-6-2014

মূল্য: 5000/-

স্বাক্ষর: ARUN KUMAR BHAUMIK
Advocate

সিদ্দান্ত: Calcutta High Court

স্বাক্ষর: Rangpur

লাইসেন্স প্রাপ্ত স্ট্যাম্প ডেভার
কালিপুর দপ্তর এ ডি এস আর অফিস

বি

ডেভারের নাম - রঞ্জিতা পাল

স্বাক্ষরের নাম :- বারাকপুর

টি ডি নং :-

স্ট্যাম্প খরচের তারিখ

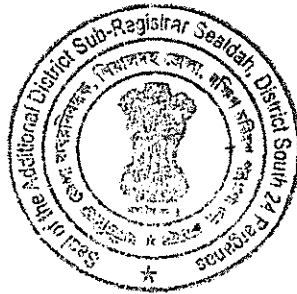
23 JUN 2014

এ টি ডি নং

স্ট্যাম্প খরচ

325000

Identified by me
Shamik Chakraborty, Advocate
City Civil Court, Kolkata



A. B. S. ALDAH
27 JUN 2014
Dist. South 24 Parganas

Bhaniram Sureka and having its principal place of business at 8, Camac Street, Kolkata - 700017, hereinafter called the **OWNER**, (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors and assigns) of the **ONE PART**.

AND

SRINIVAAS INFRA DEVELOPERS PVT. LTD; (PAN AAPCS6072E) a company incorporate under Companies Act, 1956, having its office at 209, C.R. Avenue, Kolkata – 700006, represented through its director viz; **(1) SRI ANIL GADIA and (2) SRI SUNIL GADIA** both son of Sri Ratan Lal Gadia, both residing at CF-71, Salt Lake City, Sector – I, Kolkata – 700 064, both are Indian Citizen, hereinafter called the **DEVELOPER**, (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors and assigns) of the **OTHER PART**.

WHEREAS one Kamini Moni Dasi dince deceased (hereinafter referred to as the **SETTLOR**) made and executed an Indenture of Settlement dated June, 11, 1909, whereby she appointed the Official Trustee of Bengal to be Trustee thereof and transferred certain properties viz; Premises No. 126, Ahiritolla Street, Kolkata, a Garden House in Birpara, Paikpara, in the District 24-Parganas (North), which was subsequently known and numbered as 9, Uma Kanta sen Lane, Kolkata, alongwith other various properties and Government Securities of the face value of Rs. 1,25,000/- and certain furniture and ornaments and several movable properties mentioned in the said Indenture unto her said Trustee upon trust, interalia for the worship of deities (a) Sri Iswar Kanan Behari and Radhika, (b) Mahadeva and Annapurna, (c) Sri Gopaljee, (d) Sri Sri Lakshmi Janardan installed by her.

AND WHEREAS in pursuance of the provisions of the said Deed dated June, 11, 1909 the Official Trustee of West Bengal took possession administered and managed the said estate.

AND WHEREAS the said Settler thereafter made supplemental Deeds of Settlement on September, 27, 1932; July, 23, 1938; January, 31, 1915, May, 27, 1943 and June, 16, 1943.



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AND WHEREAS the said Settlor by the Indenture dated June, 16, 1943 made certain clarifications of the Deed of Settlement dated June, 11, 1909 inter alia, providing that the Garden House at Birpara in the District of North-24-Parganas would be sold by the official trustee and the consideration money thereof would be ingested in Government papers and the quarter share of the interest which would be accrued on the said Government papers would be distributed to the Orphan boys and the balance should be paid to Radharani Dassi and Pankajini Dassi or their representative and heirs in equal share.

AND WHEREAS one of the daughters of the Settlor Smt. Radharani Dassi died on May, 5, 1980 leaving her sole heirs and legal representatives, viz; Santosh Kumar Sen and Anil Kumar Sen her sons and Smt. Kamala Bala Dutta and Shefali Paul, her daughters and the Official Trustees of West Bengal has accepted them as Shebaites and the consent of other sebaits has entrusted the said heirs of said Smt. Radharani Dassi to act as Shebaites of the said Deities.

AND WHEREAS the said original Premises No. 9, Uma Kanta Sen Lane, Calcutta has since been divided into two plots and the said two plot of the said premises No. 9, Uma Kanta Sen Lane have been separately numbered as Premises No. 9A, Uma Kanta Sen Lane, Calcutta and Premises No. 9B, Uma Kanta Sen Lane, and have since then been separately assessed by the Municipal Corporation of Calcutta now known as the Kolkata Municipal Corporation.

AND WHEREAS in pursuance of the orders dated November, 25, 1993, December, 17, 1993, February, 4, 1994, February, 11, 1994, February, 22, 1994, August, 7, 1996, September, 5, 1996, September, 10, 1996, October, 14, 1996, December, 24, 1996 and March, 26, 1997 passed on the application of one Santosh Kumar Sen, since deceased and his son Subrata Sen filed in Suit No. 447 of 1973 the Official Trustee of West Bengal by a Deed of Conveyance dated the 10th September, 1997 in consideration of the amount mentioned therein granted, conveyed, absolutely transferred and assigned unto the said Subrata Sen portion of the said premises No. 9A, Uma Kanta Sen Lane, Kolkata, measuring about more or less 01(one) Bigha 02(two) Cottahs 01(one) Chittak 03(three) Sq.ft; known as 'Western Portion' that is the Northern boundary line is 215 ft. in length, the Southern Boundary line is 205 ft. in length, the



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Eastern boundary line is 104 ft. in length and the Western boundary line is 80 ft. in length arrived at after taking measurement of the land.

AND WHEREAS due to unauthorized occupation of a portion of the said properties by trespasser and encroachers a meeting of the Shebait was held by the then official Trustee of West Bengal Mr. R.K. Chowdhury on 10th September, 2002 when the following resolution was taken :

"It is resolved that the Official Trustess shall ascertain the Character of possession of the Occupation of 9B and a portion of 9A, Uma Kanta Sen Lane, Kolkata. The Shebait shall make fresh application proposing for sale of property at 9B and a portion of 9A, Uma Kanta Sen Lane, Kolkata. The official Trustees shall take necessary steps for obtaining order for sale from the appropriate authority i.e; the Governor of West Bengal or the Hon'ble High Court at Calcutta".

AND WHEREAS in the meeting of the Shebait held by the Official Trustee of West Bengal on 6th March, 2004 the Shebait held by the then Official Trustee of West Bengal on 6th March, 2004 the Shebait present in the said meeting unanimously opined that the premises in question be sold on "As is where is basis" and the Official Trustee also expressed his opinion that he will not have any objection if the properties are sold to the highest offerer.

AND WHEREAS some of the shebait addressed a letter dated 25th July 2003 to the Official Trustee Authorising Sri Anirban Sen to take steps in the matter of sale of the said Premises concerned being 9B, Uma Kanta Sen Lane and a portion of 9A, Uma Kanta Sen Lane, Kolkata.

AND WHEREAS Sri Anirban Sen, a Shebait of the estate created by Kaminimoni Dassi, since deceased from the line of her eldest daughter, Hemangini Dassi, since deceased filed an application under section 25 and 26 of the Official Trustee Act, 1913 in the Hon'ble High Court at Calcutta being A.O.T. No. 3 of 2005 praying inter alia, for an order that the Official Trustee



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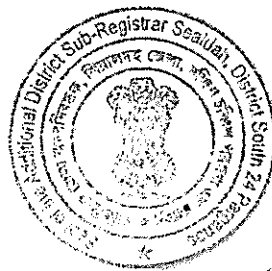
do sell the remaining portion of the Premises No. 9A, Uma Kanta Sen Lane, and the entirety of the Premises No. 9B, Uma Kanta Sen Lane, Birpara, Kolkata to Maa Anandamoyee Construction for Rs. 75 Lakhs on "As is where is basis".

AND WHEREAS on 15th March, 2006 the said application came up for hearing before the Hon'ble Justice Kalyan Jyoti Sengupta when his Lordship was pleased to direct the Official Trustee to notify all the Shebaits of the filing of the said application and to make an inventory of the properties in question regarding possession and occupation and particulars thereof and to submit a comprehensive report ascertaining names of occupants and their right of occupation.

AND WHEREAS in pursuance to the said Order dated 15.03.2006 the Official Trustee Submitted his comprehensive report dated 6th April, 2006 to the Hon'ble Court on 12th April, 2006 mentioning therein that there are 14(fourteen) unauthorized occupiers without any legal right to occupy their respective portion and that there is a big pond lying in between Premises No. 9A and 9B, Uma Kanta Sen Lane and that he send copy of the said Petition alongwith copy of the said order to all the Shebaits individually.

AND WHEREAS the said application came up for hearing before the Hon'ble Justice Aniruddha Bose and upon taking note of the contents of the report of the Official Trustee particularly the existence of the 14 unauthorised occupiers on the properties in question and hearing the Leamed Counsels for the parties the Learned Judge was pleased to pass an Order on 4th September, 2006, directing sale of the said properties by inserting Advertisement once in "Statesman" and once in "Bartaman" inviting offer on "As is where is basis" and indicating the offer of Rs. 75 Lacs make by Maa Anandamoyee Construction as the reserve price and also allowing them to take part in the bid.

AND WHEREAS on 30th October, 2006 a further order was passed by the Hon'ble Justice Aniruddha Bose extending time to insert advertisement by a further period of three weeks from the date of the said order.



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AND WHEREAS on 13th November, 2006 advertisement for sale of the said properties were published in the Statements and Bartaman.

AND WHEREAS pursuant to the said advertisements three offers were received by The Official Trustee of West Bengal viz; M/S. Progressive Construction Rs. 92,28,019/- Mr. Raj Kamal Dutta – Rs. 85,00,000/- and M/S. Maa Anandamoyee Construction – Rs. 78,00,000/-.

AND WHEREAS further bidding was held by the Official Trustee of West Bengal amongst the said three offerers and the offer of Maa Anadamoyee Construction at Rs. 1,27,00,000/- (Rupees One Crore Twenty Seven Lacs) only was declared the highest bidder.

AND WHEREAS further bidding was held by the Official Trustee of West Bengal amongst the said three Offerers and the offer of Maa Anandamoyee Construction of Rs. 1,27,00,000/- (Rupees One Crore Twenty Seven Lacs) only was declared the highest bidder.

AND WHEREAS by an order as per Hon'ble Justice Indira Banerjee of Hon'ble High Court, Kolkata dated 7th February, 2007 as corrected on 26th February 2007 the official Trustee of West Bengal was directed to accept the offer of Maa Anandamoyee Construction being the highest bidder and on payment of full consideration money by Maa Anandamoyee Construction the Deed of Conveyance shall expeditiously be executed and registered in favour M/S. Maa Anandamoyee Construction or its nominees.

AND WHEREAS pursuant to the said order dated 7th February, 2007 as corrected on 26th February 2007 Maa Anandamoyee Construction paid to the Official Trustee of West Bengal the total sum of Rs. 1,27,00,000/- (Rupees One Crore Twenty Seven Lacs) only being the sale price in the following manner by A/C. Payee Cheque drawn in favour of the official Trustee of West Bengal.

- (i) Rs. 2,00,000/- as Earnest Money by five Pay Orders dated 19.11.2006 of Rs. 40,000/- each.



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- (ii) Rs. 23,00,000/- by Cheque No. 594751 dated 16.02.2007 drawn on UCO Bank.
- (iii) Rs. 36,00,000/- by Cheque No. 594752 dated 01.03.2007 drawn on UCO Bank.
- (iv) Rs. 33,00,000/- by Cheque No. 594758 dated 30.03.2007 drawn on UCO Bank.
- (v) Rs. 33,00,000/- by Cheque No. 594764 dated 02.05.2007 drawn on UCO Bank.

AND WHEREAS in pursuance of the order dated 7th day of February 2007 as corrected on 26th February 2007 Maa Anandamoyee Construction has appointed 'Tirupati Properties' of 176, Mahatma Gandhi Road, Kolkata – 700 007, the purchaser herein as their nominee for Conveyance to be executed in favour of M/S. Tirupati Properties in their place in respect of 116 Cottahs 04 Chittaks 32 Sq.ft; more or less out of 127 Cottahs more or less, comprising 79 Cottahs 00 Chittak 30 Sq.ft; in Premises No. 9A(Part), Uma Kanta Sen Lane and 37 Cottahs 04 Chiattaks 02 Sq.ft; in Premises No. 9B, Uma Kanta Sen Lane, Kolkata, particularly mentioned in the Schedule hereunder.

AND WHEREAS although the Official Trustee had received the full consideration of Rs. 1,27,00,000/- (Rupees One Crore Twenty Seven Lacs) only for 127 Cottahs of land has agreed to execute the present Conveyance in respect of 116 Cottahs 04 Chittaks 32 Sq.ft; in favour of Tirupati Properties the Purchaser herein as the nominee of Maa Anandamoyee Construction, the Confirming Party herein.

AND WHEREAS the rest 10 Cottahs 11 Chittaks 13 Sq.ft; of land more or less out of 127 Cottahs of land will be conveyed in favour of M/S. Maa Anandamoyee Construction of 189, S.N. Bye Lane, Dum Dum Cantonment, Kolkata – 700 065 by The Official Trustee of West Bengal on recovery of the land from unwanted occupiers and neighbours encroachment. As at present the Official Trustee of West Bengal is offering for conveyance 116 Cottahs 04 Chittaks 32 Sq.ft; of land more or less physically out of 127 Cottahs of land.

AND WHEREAS by a Deed of Conveyance dated 23.11.2007 registered at the office of the Addl. Registrar of Assurances – I, Kolkata, copied in Book No. I, CD Volume No. 20, Pages

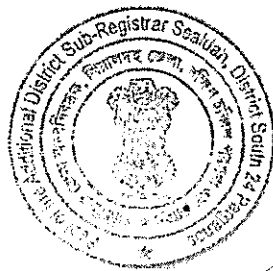
8039 to 8064, Being No. 09114 for the year 2009, The Official Trustee West Bengal, described therein as the Vendor, Maa Anandamoyee Construction, described therein as the Confirming Party, sold, transferred and conveyed to Tirupati Properties, ALL THAT piece or parcel of land measuring an area 79 Cottahs 00 Chittak 30 Sq.ft; in Premises No. 9A(Part), Uma Kanta Sen Lane and 37 Cottahs 04 Chiattaks 02 Sq.ft; in Premises No. 9B, Uma Kanta Sen Lane, Kolkata, being total area 116 Cottahs 04 Chittaks 32 Sq.ft; more or less, Paikpara, Police Station – Chitpur, within the limits of Kolkata Municipal Corporation, in the District of 24-Parganas (North), morefully and particularly described in the schedule thereunder written.

AND WHEREAS Tirupati Properties, the Owner herein, is thus well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area 79 Cottahs 00 Chittak 30 Sq.ft; in Premises No. 9A(Part), Uma Kanta Sen Lane and 37 Cottahs 04 Chittaks 02 Sq.ft; in Premises No. 9B, Uma Kanta Sen Lane, Kolkata, being total area 116 Cottahs 04 Chittaks 32 Sq.ft; more or less, now Premises No. 9A/1 (after amalgamation), Uma Kanta Sen Lane, Kolkata, Holding No. 10/18, Paikpara, Police Station – Chitpur, within the limits of Kolkata Municipal Corporation, in the District of 24-Parganas (North).

AND WHEREAS after calculating and taking appropriate measurement of the aforesaid premises the total land therein comprising of 116 Cottahs 04 Chittaks 32 Sq. ft. has been remeasured as on or about 7659.418 Sq.m.

AND WHEREAS the owner had approached the developer to undertake the development of the aforesaid land, and the Developer as an advance via a Memorandum of Understanding, dated 12.08.2011, paid the Owner a sum of Rs. 8,00,000/- (Rupees Eight Lakhs) wherein the parties had agreed to execute the present Agreement upon subsequent payments therein.

AND WHEREAS both the parties have agreed to execute and register this present agreement on the following terms and conditions.



A. D. J. K. SAHA
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NOW THIS AGREEMENT WITNESSETH and it's hereby agreed by and between the parties hereto as follows: -

ARTICLE – I, DEFINITIONS

1. OWNERS : shall mean the said **TIRUPATI PROPERTIES** and its heirs, legal representatives, executors, administrators and assigns.
 2. DEVELOPER : shall mean **SRINIVAAS INFRA DEVELOPERS PVT. LTD** and its successor or successors and assigns.
 3. PREMISES : shall mean Premises No. 9A(Part), Uma Kanta Sen Lane and Premises No. 9B, Uma Kanta Sen Lane, Kolkata after amalgamation and mutation 9A/1, Uma Kanta Sen Lane, Kolkata, Paikpara, Police Station – Chitpur, within the limits of Kolkata Municipal Corporation, in the District of 24-Parganas (North) more fully and particularly described in the schedule hereunder written.
 4. BUILDING : shall mean the multi storied residential building to be constructed at the said premises in accordance with plan to be sanctioned by the appropriate authorities.
 5. COMMON FACILITIES AND AMENITIES : shall mean corridors, stairways, passage ways, provided by the developer, pump room, tube well, overhead tank, water pump and motor and other facilities which may be mutually agreed upon between the parties and required for the establishment, location enjoyment maintenance and/or management of the building.
 6. SALEABLE : space shall mean the space in the building available for independent use and occupation after making the provisions for common facilities and space required.
 7. OWNERS' ALLOCATION : shall mean 45% of the total constructed area as per sanction plan of Kolkata Municipal Corporation, with undivided common facilities and amenities including the right to use thereof in the said premises upon construction of the said building. The total
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saleable area under Owner's allocation has been calculated as 99,280.35 Sq.Ft. out of total saleable area has been deducted as 2,20,623 Sq.ft.

It is clearly understood that every kind of constructed area being residential, roof areas, car parking spaces (covered and Open and Mechanical) as summarised herein and morefully described under SCHEDULE "B" hereinafter:

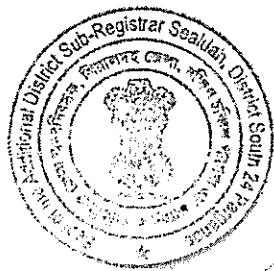
Be it noted that the owners will not get any consideration from the Developer save and except the allocated flats & Garages and constructed area at the said premises.

It is hereby agreed by and between the Parties herein that the difference of allotted areas of the Owner and the Developer herin admeasuring 46.35 sq.ft. shall be amicably adjusted and settled between the Parties herein.

It is hereby agreed by and between the Parties hereto that all payments made by the prospective Purchasers/ Customers purchasing units from the Owner's allocation in lieu of extra alteration and/ or change in the amenities offered herein like Transformer, Gas Line, Water Connection, Electric Meter and Water Line etc. shall be collected by the Owner herein and subsequently transfer the same to the Developer heren.

It is agreed that the Developer shall make payment of a total sum of Rs. 1,75,00,000/- (Rupees One Crore Seventy Five Lac only) as interest free advance. Out of the said total sum of Rs. 1,75,00,000/- (Rupees One Crore Seventy Five Lac only) the Developer has paid a sum of Rs. 1,28,21,100.00/- (Rupees One Crore Twenty Eight Lakhs Twenty One Thousand One Hundred only) and the balance amount will be paid within 04(four) months from the date hereof.

The said total sum as being Rs. 1,75,00,000/- (Rupees One Crore Seventy Five Lac only) shall be held by the Owners as interest free advance and security and caution money and the said owners shall refund the said total sum of Rs. 1,75,00,000/- (Rupees One Crore Seventy Five Lac only) on completion of the construction of the entire building/buildings and completion of the projects including completion certificate, drainage connection, water and



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electricity, lift etc. and all facilities and amenities being made available before hand all other spaces made for the independent use are fully ready for habitation in all respects before hand.

Be it noted that the aforesaid amount will not be adjusted with the Owners Allocated area at the said premises.

8. DEVELOPER'S ALLOCATION : shall mean the 55% of the constructed area in the said premises together with common facilities and amenities including the right to use thereof in the said premises upon construction of the said building after providing for owner's allocation wherein the Developer's Allocation details are summarized herein and morefully described under SCHEDULE "B" hereinafter. The saleable area under Developer's allocation has been calculated as 1,21,342.65 Sq.Ft. out of total saleable area has been deducted as 2,20,623 Sq.ft.

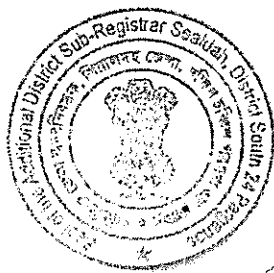
It is hereby agreed by and between the Parties herein that the difference of allotted area of the Owner and the Developer herein admeasuring 46.35 sq.ft. shall be amicably adjusted and settled between the Parties herein.

It is hereby agreed by and between the Parties hereto that all payments made by the prospective Purchasers/ Customers purchasing units from the Developers allocation in lieu of extra alteration and/ or change in the amenities offered herein like Transformer, Gas Line, Water Connection, Electric Meter and Water Line etc. shall be collected and realized by the Developer herein.

9. ARCHITECT : shall mean RAJ AGARWAL & ASSOCIATES of 8B, Royd Street, 2nd Floor, Kolkata – 700 016.

10. BUILDING PLAN : shall mean the plan sanctioned by the Kolkata Municipal Corporation subject to such alteration or modifications as may be made by the developer with the approval of the owners from time to time.

11. TRANSFEREE : shall mean the person, firm, limited company association or persons to whom any space in the building has been transferred.



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12. WORDS IMPARTING : singular shall include plural vice-versa.

13. WORDS IMPARTING : masculine gender shall include feminine and neuter genders, likewise words imparting feminine genders shall include masculine and neuter genders and similarly words imparting neuter gender shall include masculine and feminine genders.

14. AGREEMENT: Agreement shall mean this Development Agreement which is not a Agreement for Sale and which can be terminated by breach of contract of the Parties and/ or by mutual consent of the parties hereto.

ARTICLE – II, COMMENCEMENT

This agreement shall be deemed to have commenced on and with effect from ~~27.12~~... day of June..... 2014.



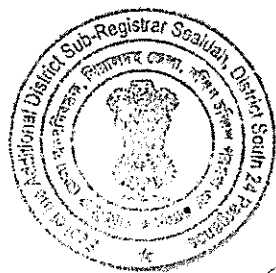
ARTICLE – III, OWNER'S REPRESENTATIONS

1. The owners are absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said premises free from all encumbrances attachment and liens whatsoever.

2. The said premises is not vested under the Urban land (ceiling and regulation) Act, 1976. 1976 and due NOC dated 30.09.2013 has been obtained regarding the same from the Office of the Competant Authority under the said Act.

ARTICLE – IV, DEVELOPER'S RIGHT

1. The owners hereby grants subject to what has been hereinafter provided the exclusive right to the developer to build, construct, erect and complete the said building comprising the various sizes of flats in order to sell the said flats falling under Developer's allocation with proportionate share of land to the member of the public for their residential purpose and



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receive and realize due consideration money therein by entering into agreements for sell and/or transfer and/or construction in accordance with the plan to be sanctioned by the appropriate authorities with or without amendment and or modification made or caused by the developer with the approval of the owners.

2. The developer shall be entitled to prepare modify or alter the plan with approval of the owners and to submit the same to the appropriate authorities in the name of the owners at its own costs and developer shall pay and bear all the expenses required to be paid or deposited for obtaining the sanction of the appropriate authorities if required for construction of the building at the said premises provided however that developer shall be exclusively entitled to all refunds of any or all payments and/or deposits paid by the developer. Further in case of cancellation of this Development Agreement Developer shall be entitled to receive and realize all such costs and expenses incurred by the Developer for sanctioning of the Plan herein and/ or the altered and/or modified Plan in the future.

3. Nothing in these presents shall be construed as a demise or assignment or transfer by the owners of the said premises or any part thereof to the developer or as creating any right, title or interest in respect thereof in favour of the developer other than an exclusive license to the developer to sell the flats of the said premises falling under the Developer's allocation in terms thereof and to deal with the developer's allocation in building to be constructed thereon in the manner and subject to the terms hereafter stated.

4. Both the parties have agreed herein among themselves that it is possible to exchange Flats under respective allocations only after mutual discussions and through subsequent written communications and confirmations addressed to the registered office of both the Parties herein.

ARTICLE – V, APPARENT CONSIDERATION

1. In consideration of the owners having agreed to permit the developer to sell the flats of the said premises and construct, erect and complete the building at the said premises the developer agrees: -



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- a) At their own costs shall obtain all necessary permissions and/or approvals and/or consents.
- b) In respect of the construction of the building to pay costs of supervision of the development and construction of the owner's allocation in the building at the said premises.
- c) To bear all costs charges and expenses for construction of the building at the said premises.
- d) Allocate the owners of their allocation in the building to be constructed at the said premises within 48(Forty eight) months from obtaining the sanction plan of the Kolkata Municipal Corporation, which is the essence of contract and the time will be extended for further 06(six) months or mutual settlement.

Service of the Developer will be completed when possession of the flat/garages/ constructed space will be handed over to the intending purchaser of owner's allocated flats/garage/constructed space at the said premises.

The aforesaid shall constitute the apparent consideration for grant of exclusive right for development for the said premises.

ARTICLE – VI, OWNER'S ALOCATION

1. OWNER'S ALOCATION: shall mean 45% of the total constructed area as per sanction plan of Kolkata Municipal Corporation, with undivided common facilities and amenities including the right to use thereof in the said premises upon construction of the said building. It is clearly understood that every kind of constructed area shall mean residential, roof areas, car parking spaces (covered, Open and Mechanical). However the allocation of flats and/ or units are morefully described under SCHEDULE "B" hereinafter:-

It is hereby agreed by and between the Parties herein that the difference of allotted areas of the Owner and the Developer herin admeasuring 46.35 sq.ft shall be amicably adjusted and settled between the Parties herein.

It is hereby agreed by and between the Parties hereto that all payments made by the prospective Purchasers/ Customers purchasing units from the Owner's allocation in lieu of extra alteration and/ or change in the amenities offered herein like Transformer, Gas Line, Water Connection, Electric Meter and Water Line etc. shall be collected by the Owner herein and subsequently transfer the same to the Developer herein.

It is agreed that the Developer shall make payment of a total sum of Rs. 1,75,00,000/- (Rupees One Crore Seventy Five Lac only) as interest free advance. Out of the said total sum of Rs. 1,75,00,000/- (Rupees One Crore Seventy Five Lac only) the Developer has paid a sum of Rs. 1,28,21,100.00/-(Rupees One Crore Twenty Eight Lakhs Twenty One Thousand One Hundred only) and the balance amount will be paid within 06(Six) months from the date hereof.

The said total sum as being Rs. 1,75,00,000/- (Rupees One Crore Seventy Five Lac only) shall be held by the Owners as interest free advance and security and caution money and the said owners shall refund the said total sum of Rs. 1,75,00,000/- (Rupees One Crore Seventy Five Lac only) in the manner as follows:

- (a) 50% upon completion of final roof casting of both the constructed buildings
- (b) Balance 50% on completion of the construction of the entire building/buildings and completion of the projects including completion, drainage connection, water and electricity, lift etc. and all facilities and amenities being made available before hand all other spaces made for the independent use are fully ready for habitation in all respects before hand.

Be it noted that the aforesaid amount will not be adjusted with the Owners Allocated area at the said premises in any condition whatsoever.

2. The developer shall also construct, erect and complete at their own costs the entire common facilities and amenities for the said building.





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3. The developer shall have no right, title and interest whatsoever in the owner's allocation and undivided proportionate share pertaining thereof in the land in common facilities and amenities, which shall solely and exclusively belong and continue to belong to the owners.

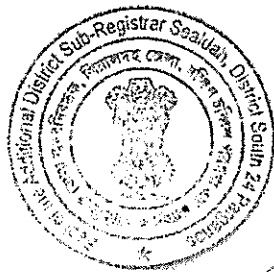
4. The developer shall have no right or claim for payment or reimbursement of any costs expenses or charges incurred towards construction of owner's allocation and of the undivided proportionate share in common facilities and amenities.

ARTICLE – VII, DEVELOPER'S ALLOCATION

1. In consideration of the above the developer shall be entitled to the developer's allocation 55% of the saleable space in the building to be constructed at the said premises together with the proportionate undivided share in the common facilities and amenities including the right to use thereof to be available at the said premises upon construction of the said building after providing for the owner's allocation and the developer shall be entitled to enter into agreement for sell and transfer its own name with any transferees for their residential purpose and to receive and collect all money in respect thereof which shall absolutely belong to the developer and it is hereto expressly agreed by and between the parties hereto that for the purpose of entering into such agreement it shall not be obligatory on part of the developer to obtain any further consent of the owner and this agreement by itself shall be treated as consent by the owner provided however the developer will not be entitled to deliver possession of developer's allocation to any of its transferees until the developer shall make over possession of the owners allocation to the owners and comply with all other obligation of the developer to the owners under this agreement.

The Developer's Allocation is summarised herein and morefully described under SCHEDULE "B" hereinafter:

It is hereby agreed by and between the Parties herein that the difference of allotted area of the Owner and the Developer herin admeasuring 46.35 sq.ft; shall be amicably adjusted and settled between the Parties herein.



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ARTICLE – VIII, PROCEDURE

1. Owners shall grant to the developer and/or its nominee or nominees a General Power of Attorney as may be required for the purpose of obtaining the sanctions from different authorities in connection with the construction of the building and also for pursuing and following up the matter with the appropriate authority or authorities. The said General Power of Attorney will be valid upto six years from the date of execution of General Power of Attorney.

ARTICLE – IX, CONSTRUCTION

1. The developer shall be solely and exclusively responsible for construction of the said building.

ARTICLE – X, SPACE ALLOCATION

1. After completion of the building the owners shall be entitled to obtain physical possession of the owner's allocation and the balance constructed area and other portions of the said building shall belong to the developer.

2. Subject as aforesaid and subject to owner's allocation and undivided proportionate right, title and interest in the land and common facilities and amenities and common portion of the said building and the open space shall exclusively belong to the owners and developer contained herein.

3. The owners shall be entitled to transfer or otherwise deal with the owner's allocation in the building without any claim whatsoever of the developer.

4. The developer shall be exclusively entitled to the developer's allocation in the building with exclusive right to obtain transfer from the owners and to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the owner and

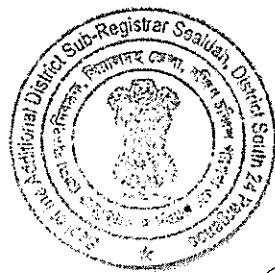


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owner shall not in any way interfere with or disturb the quite and peaceful possession of the developer's allocation.

ARTICLE – XI, BUILDING

1. The developer shall at their own cost construct, erect and complete the building and common facilities and amenities at the said premises in accordance with the plan to be sanctioned with good and standard materials as may be specified by the architect from time to time. Such construction of the building shall be completed entirely by the developer within 48 (forty eight) months from the date of execution of this Agreement and granting physical possession to the Developer herein.
2. Subject as aforesaid the decision of the architect regarding the quality of the materials shall be final and binding between the parties hereto.
3. The developer shall erect in the said building at its own cost as per specification and drawings provided by the architect, pump, tubewell, water storage tanks, overhead reservoirs, electrifications, permanent electric connection and until permanent electric connection is obtained temporary electric connection shall be provided and other facilities as are required to be providing as residential building self-contained apartment and constructed spaces for sell and/or residential flats and/or constructed space therein on ownership basis.
4. The developer shall be authorised in the name of the owners in so far as the necessary to apply and obtain quotas, entitlements and other allocations of or for cement, steel, bricks and other building materials allocable to the owner for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity power, drainage, sewerage to the building and other inputs and facilities required for the construction of enjoyment of the building for which purpose the owner shall execute in favour of the developer a power of attorney and other authorities as shall be required by the developer.



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5. The developer shall at its own cost and expenses and without creating any financial or other liability on the owner construct and complete the building and various units and/or apartments herein in accordance with the building plan and amendment thereto or modification thereof made or caused to be made by the developer with the consent of the owner in writings.

6. All costs, charges and expenses including architects fees shall be paid discharged and borne by the developer and the owner shall have no liability in this context.

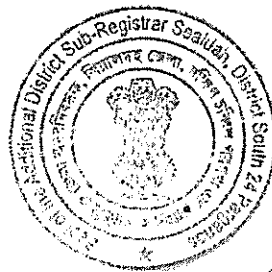
7. The developer shall provide at its own cost electricity wiring, water, pipeline, sewerage connection in portion of the owner's allocation.

8. The Developer will obtain **Completion Certificate** from the Kolkata Municipal Corporation at its own cost.

ARTICLE – XII, COMMON FACILITIES

1. The developer shall pay and bear the property taxes and other dues and outgoings in respect of the owner's allocation of the said building according to dues as and from the date of handing over vacant possession by the owner till as provided hereafter.

2. As soon as the building is completed and the electricity wiring sewerage line and water pipe lines are ready upto the portion of the owner's allocation, the developer shall give written notice to the owners requesting the owners to take possession of the owners allocation in the building and there being no dispute regarding the completion of the building in terms of the agreement and according to the specification and plan thereof and certificate of the architect herein produced to this effect then after 30(thirty) days from the date of service of such notice and at all times thereafter the owners shall be responsible for payment of all Municipal and property taxes, dues, duties and other public outgoing of and impositions whatsoever the (hereinafter for the sake of brevity referred to as the said rates) payable in respect of the owners allocation, the said rates to be apportioned prorata with reference to the salable space in the building if they are levies on the building as a whole.



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3. The owners and the developer shall punctually and regularly pay for their respective allocations of the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the owners and developer and both the parties shall keep each other indemnified against all claims actions demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the owner or the developer in this behalf.

4. As and from the date of service of notice of possession, the owner and the developer shall be responsible to pay and bear proportionate share of the service charges for the common facilities in the building payable in respect of both owner's and developer's allocation and the said charges to include proportionate share of premises for insurances of the building, water, fire and scavenging charges and taxes light, sanitation and lift maintenance operation, repair and renewal charges for bill collection maintenance of the common facilities renovation replacement repair and maintenance charges and expenses for the building and of and common wiring, pipes, electrical and pumps, motors and other electrical and mechanical installations, applications and equipments, stairways, corridors, passage ways, and other common facilities whatsoever as may be mutually agreed from time to time.

ARTICLE – XIII, LEGAL PROCEEDINGS

1. It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the developer as constituted attorney of the owner to defend all actions, suits and proceedings which may arise in respect of the development of the said premises and all costs, charges and expenses incurred for that purpose with the approval of the owners shall be borne and paid by the developer specific may be required to be done by the developer and for which the developer may need the authority of the owner's applications and other documents may be required to be signed of made by the owner's relating to which specific provisions may not have been mentioned herein. The owner hereby undertake to do all such acts, deeds, matters and other things that may be reasonably required to be done in the matter and the owners shall execute any such additional power of attorney and/or authorizations as may be



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required by the developer for the purpose and the owners also undertake to sign and execute all such additional appliance and other documents as the case may be provided that all such acts deeds and things do not in any way infringe of the rights of the owners and/or go against the spirit of this agreement.

2. Any notice required to be given by the developer shall without prejudice to any other mode of service available demand to have been served on the owners if delivered by hand and duly acknowledgment due to the residence of the owner shall likewise be deemed to have been served on the developer if delivered by hand or send by pre-paid registered post to the Registered office the developer.

3. Both the developer and the owners shall frame a scheme for the management and administration of the said building or buildings and/or common parts thereof the owners hereof the owners hereby agree to abide by all the rules and regulations as such management society/association/holding organization do hereby give their consent to abide by the same.

4. The name of the building shall be mutually settled.

5. Nothing in these present shall be construed as a demises or assignment or conveyance in law by the owners of the premises or any part thereof to the developer or as creating any right, title or interest in respect thereof in the developer other than an exclusive license to the developer to commercially exploit the same in terms thereof provided however the developer shall be entitled to borrow money from any Banks effecting Mortgage of the said premises without creating any financial liability of the owner or affecting their estate and interest in the said premises and it is being expressly agreed and understood that in no event the owners or any of their estate shall be responsible and/or made liable for payment of any dues of such Banks and for that purpose, the developer shall keep the owners indemnify against all actions suits proceedings and costs, charges and expenses in respect thereof.



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6. As and from the date of completion of the building the developer and/or its transferees and the owners and/or their transferees shall be liable to pay and bear proportionate charges on account of ground rent and Wealth Tax and other taxes payable in respect of their spaces.

7. There is no existing agreement regarding the development or sell of the said premises and that all other agreement if any, prior to this agreement have been canceled and are being superseded by this agreement and the owners agree to indemnify and keep indemnified the developer against any or all claims made by any third party in respect of the said premises.

8. The owner undertake and agrees to execute and register all conveyance and transfer in favour of the persons with whom the developer or enters under into agreement as and when required by the developer. (The stamp duty or Registration fees and all other expenses towards the registration will be borne by the developer or its and assigns).

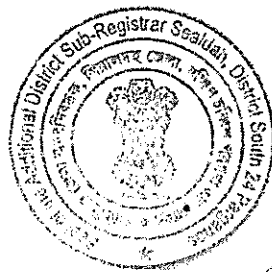
ARTICLE – XIV, FORCE MAJURE

1. The developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

2. Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other or further commotion belong to the reasonable control of the developer.

ARTICLE – XV, ARBITRATION

1. If at any time and dispute shall arise between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability of any of the parties under this agreement, the same shall be referred to the arbitration, incase the parties agree to the case, otherwise to two-



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arbitrators one to be appointed by each of the parties in dispute and the same be deemed to be referred within the meaning of the Arbitration Act, 1996 or any statutory modifications there under in force.

2. JURISDICTION :- District Court of Barasat alone shall have jurisdiction to enter by their actions, title proceedings arising out of this Agreement.

ARTICLE – XVI, SERVICE TAX

All statutory levies including VAT, Service Tax, Works Contract Tax and any other taxes as may be applicable for allocation of the Owners' Allocation in terms of the Agreement shall be entirely on account of the Owner Group and for undertaking the work of construction in terms of this Agreement the same shall be on account of the Developer.

Further, for the purpose of Service Tax, service tax shall be leviable under the category "Construction Service" and consideration for the same shall be value of transfer of development right. Henceforth, under service tax, it is exchange transaction against sale of space to owner.

In addition to that, construction service shall be deemed completed only when possession of the flat shall be given to the owner. Possession of the flat shall be given after construction of the complex as agreed shall be completed but the flat must be in habitual condition and certificate shall be obtained from the chartered engineer or architect for the same.

Service tax shall be collected from the owner at the applicable rate after giving appropriate abatement if available. Further, service tax shall be computed on deemed value as determined under regulatory framework on service tax with owners in phase wise manner. Invoice shall be raised only for the component of service tax on the specified date as agreed mutually as the tenure of the service is more than 3 months. In no case, service tax shall be



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deemed to be due on the date on which plan for the project has been sanctioned or on the date on which demarcation of space has been made.

SCHEDULE – 1

DESCRIPTION OF THE PROPERTY

ALL THAT piece or parcel of land measuring an area 79 Cottahs 00 Chittak 30 Sq.ft; in Premises No. 9A(Part), Uma Kanta Sen Lane and 37 Cottahs 04 Chittaks 02 Sq.ft; in Premises No. 9B, Uma Kanta Sen Lane, Kolkata, being total area 116 Cottahs 04 Chittaks 32 Sq.ft; more or less, ^{with Structure} now Premises No. 9A/1 (after amalgamation) Uma Kanta Sen Lane, Kolkata, Holding No. 10/18, Paikpara, Police Station – Chitpur, Ward No. 4, within the limits of Kolkata Municipal Corporation, Addl. District Sub-Registration office Sealdah and according to the settlement records of rights finally published the plot is comprised at Parganas - Kalikata, in the district of 24Paraganas (North).

The property is butted and bounded as follows: -

ON THE NORTH : Beerpara Lane.
 ON THE SOUTH : Umakanta Sen Lane.
 ON THE EAST : Beerpara Lane.
 ON THE WEST : Triveni Garden and Ors.

SCHEDULE – B

(Details of the Allocations in Block – 1 and Block - 2)

BLOCK 1

FLOOR	FLAT NO.	BUA	SALEABLE AREA	ALLOTTED TO
1st flr	1A	1211	1772	SRINIVAAS INFRA DEVELOPERS PVT.LTD.
	1B	1211	1614	TIRUPATI PROPERTIES
	1C	1460	1947	TIRUPATI PROPERTIES
	1D	1460	2105	TIRUPATI PROPERTIES



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2nd flr	2A	1211	1614	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	2B	1211	1614	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	2C	1460	1947	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	2D	1460	1947	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
3rd flr	3A	1211	1614	TIRUPATI PROPERTIES
	3B	1211	1614	TIRUPATI PROPERTIES
	3C	1460	1947	TIRUPATI PROPERTIES
	3D	1460	1947	TIRUPATI PROPERTIES
4th flr	4A	1211	1614	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	4B	1211	1614	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	4C	1460	1947	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	4D	1460	1947	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
5th flr	5A	1211	1614	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	5B	1211	1614	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	5C	1460	1947	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	5D	1460	1947	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
6th flr	6A	1211	1614	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	6B	1211	1614	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	6C	1460	1947	TIRUPATI PROPERTIES
	6D	1460	1947	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
7th flr	7A	1211	1614	TIRUPATI PROPERTIES
	7B	1211	1614	TIRUPATI PROPERTIES
	7C	1460	1947	TIRUPATI PROPERTIES
	7D	1460	1947	TIRUPATI PROPERTIES
8th flr	8A	1211	1614	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	8B	1211	1614	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	8C	1460	1947	TIRUPATI PROPERTIES
	8D	1460	1947	SRINIVAAS INFRA DEVELOPERS PVT. LTD.



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9 th flr	9A	1211	1614	TIRUPATI PROPERTIES
	9B	1211	1614	TIRUPATI PROPERTIES
	9C	1460	1947	TIRUPATI PROPERTIES
	9D	1460	1947	TIRUPATI PROPERTIES
10 th flr	10A	1211	1614	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	10B	1211	1614	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	10C	1460	1947	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	10D	1460	1947	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
11 th flr	11A	1211	1614	TIRUPATI PROPERTIES
	11B	1211	1614	TIRUPATI PROPERTIES
	11C	1460	1947	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	11D	1460	1947	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
12th flr	12A	1211	1614	TIRUPATI PROPERTIES
	12B	1211	1614	TIRUPATI PROPERTIES
	12C	1460	1947	TIRUPATI PROPERTIES
	12D	1460	1947	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
13th flr	13A	1211	1614	TIRUPATI PROPERTIES
	13B	1211	1614	TIRUPATI PROPERTIES
	13C	1460	1947	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	13D	1460	1947	TIRUPATI PROPERTIES
14th flr	14A	1211	1614	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	14B	1211	1614	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	14C	1460	1947	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	14D	1460	1947	SRINIVAAS INFRA DEVELOPERS PVT. LTD.



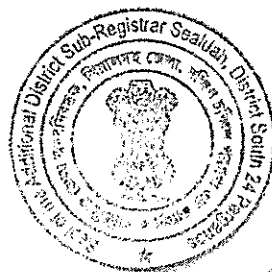
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15 th flr	15A	1211	1614	TIRUPATI PROPERTIES
	15B	1211	1614	TIRUPATI PROPERTIES
	15C	1460	1947	TIRUPATI PROPERTIES
	15D	1460	1947	TIRUPATI PROPERTIES
TOTAL			7122	

BLOCK

2

FLOOR	FLAT NO.	BUA	SALEABLE AREA	ALLOTTED TO
2 nd flr	2A	1101	1476	TIRUPATI PROPERTIES
	2B	1050	1399	TIRUPATI PROPERTIES
	2C	1098	1463	TIRUPATI PROPERTIES
	2D	1102	1469	TIRUPATI PROPERTIES
	2E	1050	1399	TIRUPATI PROPERTIES
	2F	1142	1523	TIRUPATI PROPERTIES
3 rd flr	3A	1101	1476	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	3B	1050	1399	TIRUPATI PROPERTIES
	3C	1098	1463	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	3D	1102	1469	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	3E	1050	1399	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	3F	1142	1523	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
4 th flr	4A	1101	1476	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	4B	1050	1399	TIRUPATI PROPERTIES
	4C	1098	1463	TIRUPATI PROPERTIES
	4D	1102	1469	TIRUPATI PROPERTIES
	4E	1050	1399	TIRUPATI PROPERTIES
	4F	1142	1523	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
5 th flr	5A	1101	1476	TIRUPATI PROPERTIES
	5B	1050	1399	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	5C	1098	1463	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	5D	1102	1469	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	5E	1050	1399	TIRUPATI PROPERTIES
	5F	1142	1523	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
6 TH FLR	6A	1101	1476	TIRUPATI PROPERTIES
	6B	1050	1399	TIRUPATI PROPERTIES
	6C	1098	1463	TIRUPATI PROPERTIES
	6D	1102	1469	TIRUPATI PROPERTIES
	6E	1050	1399	TIRUPATI PROPERTIES



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	6F	1142	1523	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
7 TH FLR	7A	1101	1476	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	7B	1050	1399	TIRUPATI PROPERTIES
	7C	1098	1463	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	7D	1102	1469	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	7E	1050	1399	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	7F	1142	1523	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
8TH FLR	8A	1101	1476	TIRUPATI PROPERTIES
	8B	1050	1399	TIRUPATI PROPERTIES
	8C	1098	1463	TIRUPATI PROPERTIES
	8D	1102	1469	TIRUPATI PROPERTIES
	8E	1050	1399	TIRUPATI PROPERTIES
	8F	1142	1523	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
9 TH FLR	9A	1101	1476	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	9B	1050	1399	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	9C	1098	1463	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	9D	1102	1469	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	9E	1050	1399	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	9F	1142	1523	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
10 TH FLR	10A	1101	1476	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	10B	1050	1399	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	10C	1098	1463	TIRUPATI PROPERTIES
	10D	1102	1469	TIRUPATI PROPERTIES
	10E	1050	1399	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	10F	1142	1523	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
11 th flr	11A	1101	1476	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	11B	1050	1399	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	11C	1098	1463	TIRUPATI PROPERTIES
	11D	1102	1469	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	11E	1050	1399	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	11F	1142	1523	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
12TH FLR	12A	1101	1476	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	12B	1050	1399	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	12C	1098	1463	TIRUPATI PROPERTIES
	12D	1102	1469	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	12E	1050	1399	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	12F	1142	1523	SRINIVAAS INFRA DEVELOPERS PVT. LTD.



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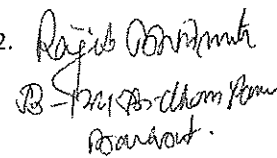
13 TH FLR	13A	1101	1476	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	13B	1050	1399	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	13C	1098	1463	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	13D	1102	1469	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	13E	1050	1399	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
	13F	1142	1523	SRINIVAAS INFRA DEVELOPERS PVT. LTD.
14 TH FLR	14A	1101	1476	TIRUPATI PROPERTIES
	14B	1050	1399	TIRUPATI PROPERTIES
	14C	1098	1463	TIRUPATI PROPERTIES
	14D	1102	1469	TIRUPATI PROPERTIES
	14E	1050	1399	TIRUPATI PROPERTIES
	14F	1142	1523	SRINIVAAS INFRA DEVELOPERS PVT. LTD.

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

SIGNED SEALED AND DELIVERED

At Kolkata in presence of: -

1. 

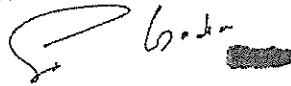
2. 
Rajib Chatterjee
Barrister-at-Law

For TIRUPATI PROPERTIES

Bonderings International Pvt. Ltd. Director
Partner

(SANJAY SUREKA)

SRINIVAAS INFRA DEVELOPERS (P) LTD.



TIRUPATI PROPERTIES



(ANIL GADIA)

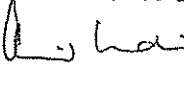
TIRUPATI PROPERTIES



(SUNIL GADIA)

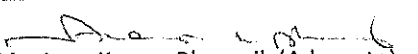
SIGNATURE OF THE OWNERS

SRINIVAAS INFRA DEVELOPERS (P) LTD.



SIGNATURE OF THE DEVELOPER

Drafted by: -


Mr. Arun Kumar Bhaumik (Advocate)
Calcutta High Court Reg. No. 905/1983
63/21, Dum Dum Road, Surer Math,
Kolkata-74, Phone No. 2560-2531.



A. D. S. S. CALDAH
27 JUN 2014
Dist. - South 24 Parganas

MEMO OF CONSIDERATION

1) Amount transfer to HDFC Bank, C.R. Avenue Branch, A/C No. 19242000000886 on 12.08.2011.	Rs. 8,00,000.00
2) Amount transfer to HDFC Bank, C.R. Avenue Branch, A/C No. 19242000000886 on 16.08.2011.	Rs. 8,00,000.00
3) Amount transfer to HDFC Bank, C.R. Avenue Branch, A/C No. 19242000000886 on 17.08.2011.	Rs. 8,00,000.00
4) Amount transfer by cheque to HDFC Bank, C.R. Avenue Branch, A/C No. 19242000000886 on 23.08.2011.	Rs. 7,50,000.00
5) Amount transfer by cheque to HDFC Bank, C.R. Avenue Branch, A/C No. 19242000000886 on 12.10.2011.	Rs. 10,00,000.00
6) Amount transfer through net banking to HDFC Bank, C.R., Avenue Branch A/C No. 19242000000886 on 10.02.2012.	Rs. 10,00,000.00
7) Amount transfer by cheque to HDFC Bank, C.R. Avenue Branch, A/C No. 19242000000886 on 14.02.2012.	Rs. 11,50,000.00
8) Amount transfer by cheque to HDFC Bank, C.R. Avenue Branch, A/C No. 19242000000886 on 07.03.2012.	Rs. 5,00,000.00
9) Amount transfer through on line to HDFC Bank, C.R., Avenue Branch A/C No. 19242000000886 on 07.03.2012.	Rs. 100.00
10) Amount transfer through on line to HDFC Bank, C.R. Avenue Branch, A/C No. 19242000000886 on 28.03.2012.	Rs. 5,00,000.00
11) Amount transfer through on line to HDFC Bank, C.R. Avenue Branch, A/C No. 19242000000886 on 18.01.2013.	Rs. 7,00,000.00
12) Amount transfer through on line to HDFC Bank, C.R. Avenue Branch, A/C No. 19242000000886 on 18.01.2013.	Rs. 2,00,000.00
13) Amount transfer through on line to HDFC Bank, C.R. Avenue Branch, A/C No. 19242000000886 on 21.01.2013.	Rs. 3,70,000.00
14) Amount transfer through Cheque to HDFC Bank, C.R. Avenue Branch, A/C No. 19242000000886 on 02.07.2013.	Rs. 29,00,000.00
15) Amount transfer through on line to HDFC Bank, C.R. Avenue Branch, A/C No. 19242000000886 on 17.07.2013.	Rs. 1,51,000.00
16) Amount transfer through on line to HDFC Bank, C.R. Avenue Branch, A/C No. 19242000000886 on 29.05.2014.	
Total :	<u>Rs. 1,28,21,100.00</u>

(Rupees One Crore Twenty Eight Lac Twenty One Thousand One Hundred) only

WITNESS :-

1. *[Signature]*
 2. *[Signature]*
[Signature]
[Signature]

TIRUPATI PROPERTIES

[Signature]
 Partner

TIRUPATI PROPERTIES

[Signature]
 Partner

For TIRUPATI PROPERTIES

[Signature]
 Roadwings International Pvt. Ltd. Director
 Partner

SIGNATURE OF THE OWNERS

(SANJAY KUREKA)



A. D. S. R. SEALDAH
27 JUN 2014
Dist. - South 24 Parganas

SPECIFICATION

- STRUCTURE :

RCC frame with Brick wall on R.C.C. pile foundation.

- WALLS :

- INTERNAL : Cement Putty.
- EXTERNAL : Synthetic Base paint over cement putty.

- FLOORING :

Entire flat, by Vitrified Tiles. Stairs and Lobby with marble/Vitrified tiles.

- ELECTRICALS :

- Concealed ISI copper wiring with modular switches.
- Adequate light and power points with A.C. Point in all Bed Rooms.
- T.V./Telephone points.

- KITCHEN :

- Cooking platform by Granite.
- Stainless Steel Sink.
- Glazed tiles upto a height of 30" above the cooking platform.

- TOILETS :

- Concealed pipeline with hot and cold water lines.
- Glazed tiles upto a lintel height.
- CP bath fittings, sanitary fittings, PVC cisterns of reputed make with ISI mark.



A. D. S. K. C. LAIBAH
27 JUN 2014
Dist. - South 24 Parganas

- **DOORS :**

- Sal wood frame with flush door.
- Main door of Teak wood.

- **WINDOWS :**

Aluminium Sliding Window with clear glass panels and M.S. Gril.

- **LIFT :**

Five passenger lifts service lift.

- **WATER SUPPLY :**

Overhead tank for sufficient storage and supply.

- **ROOF :**

Common roof with Special treatment.

FACILITIES & AMENITIES

- A.C. Community Hall.
 - A.C. Gym.
 - Indoor Games Area.
 - Beautiful Landscaping.
 - Decorated Water Body.
 - Video Door Phone Security System.
 - Generator/Power Back up.
-



A. D. S. K. CALDAH
27 JUN 2014
Dist. - South 24 Parganas



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

Endorsement For Deed Number : I - 02085 of 2014
(Serial No. 02680 of 2014 and Query No. 1606L000004911 of 2014)

On 27/06/2014

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 : 5, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

Amount by Draft

Rs. 141052/- is paid , by the draft number 793057, Draft Date 23/06/2014, Bank Name State Bank of India, NAGERBAZAR DUM DUM, received on 27/06/2014

(Under Article : B = 141031/- ,E = 21/- on 27/06/2014)

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.-18,95,51,111/-

Certified that the required stamp duty of this document is Rs.- 75021 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 70053/- is paid , by the draft number 793067, Draft Date 23/06/2014, Bank : State Bank of India, NAGERBAZAR DUM DUM, received on 27/06/2014

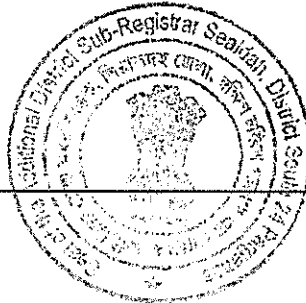
Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 14.02 hrs on :27/06/2014, at the Office of the A.D.S.R. SEALDAH by Anil Gadia , one of the Claimants.

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

Execution is admitted on 27/06/2014 by

1. Anil Gadia
Partner, Tirupati Properties, 209 C R Avenue, Kolkata, District:-Kolkata, WEST BENGAL, India, Pin :-700006.
. By Profession : Business
2. Sunil Gadia
Partner, Tirupati Properties, 209 C R Avenue, Kolkata, District:-Kolkata, WEST BENGAL, India, Pin :-700006.
. By Profession : Business



(Jaideb Pal)

ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 1 of 2

27/06/2014 14:40:00



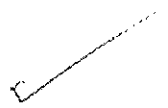
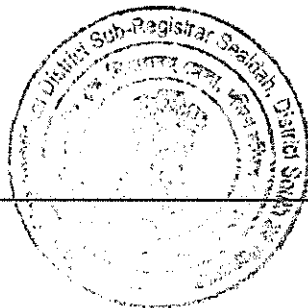
Government Of West Bengal
Office Of the A.D.S.R. SEALDAH
District:-South 24-Parganas

Endorsement For Deed Number : I - 02085 of 2014
(Serial No. 02680 of 2014 and Query No. 1606L000004911 of 2014)

3. Sanjay Sureka
Director, Roadwings International Pvt Ltd, 8 Camac St, District:-Kolkata, WEST BENGAL, India, Pin :-700017.
, By Profession : Others
4. Anil Gadia
Director, Srinivas Infra Developers Pvt Ltd, 209 C R Avenue, Kolkata, District:-Kolkata, WEST BENGAL, India, Pin :-700006.
, By Profession : Business
5. Sunil Gadia
Director, Srinivas Infra Developers Pvt Ltd, 209 C R Avenue, District:-Kolkata, WEST BENGAL, India, Pin :-700006.
, By Profession : Business

Identified By Shamik Chakraborty, son of . , City Civil Court, District:-South 24-Parganas, WEST BENGAL, India, , By Caste: Hindu, By Profession: Advocate.

(Jaideb Pal)
ADDITIONAL DISTRICT SUB-REGISTRAR



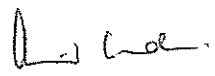


(Jaideb Pal)
ADDITIONAL DISTRICT SUB-REGISTRAR
EndorsementPage 2 of 2



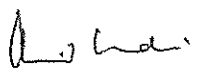





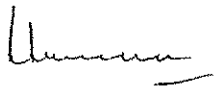


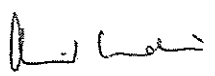
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Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. SEALDAH, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 02680 / 2014, Deed No. (Book - I , 02085/2014)

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Anil Gadia C F -71 Salt Lake City, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700064	 27/06/2014	 LTI 27/06/2014	 27/6/2014

II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Anil Gadia Address -C F 71 Salt Lake City, Kolkata, District:-North 24-Parganas, WEST BENGAL, India,	Self	 27/06/2014	 LTI 27/06/2014	
2	Sunil Gadia Address -C F 71 Salt Lake City, , District:-North 24-Parganas, WEST BENGAL, India,	Self	 27/06/2014	 LTI 27/06/2014	
3	Sanjay Sureka Address -8 Camac St, Kolkata, District:-Kolkata, WEST BENGAL, India, Pin :-700017	Self	 27/06/2014	 LTI 27/06/2014	
4	Anil Gadia Address -C F -71 Salt Lake City, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700064	Self	 27/06/2014	 LTI 27/06/2014	



(Jaideb Pal)

ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. SEALDAH








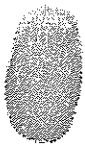





A. D. W. TALUKDAH
27 JUN 2014
Dist. - South 24 Parganas












SIGNATURE OF THE
PRESENTANT/
EXECUTANT/SELLER/
BUYER/CAIMENT
WITH PHOTO

UNDER RULE 44A OF THE I.R. ACT 1908



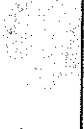
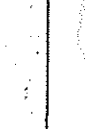
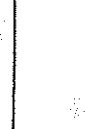


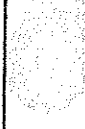



N. B. - LH BOX - SMALL TO THUMB PRINTS
R.H. BOX - THUMB TO SMALL PRINTS

 <i>[Signature]</i>	LH.					
	RH.					

ATTESTED: *[Signature]*

 <i>[Signature]</i>	LH.					
	RH.					




ATTESTED: *[Signature]*

 <i>[Signature]</i>	LH.					
	RH.					

ATTESTED: *[Signature]*

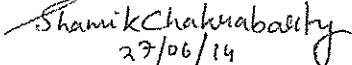
Government of West Bengal
 Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
 Office of the A.D.S.R. SEALDAH, District- South 24-Parganas
 Signature / LTI Sheet of Serial No. 02680 / 2014, Deed No. (Book - I , 02085/2014)

II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
5	Sunil Gadia Address -C F 71 Salt Lake City Sector I, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700064	Self	 27/06/2014	 LTI 27/06/2014	

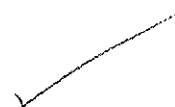
Name of Identifier of above Person(s)
 Shamik Chakraborty
 City Civil Court, District:-South 24-Parganas, WEST
 BENGAL, India,

Signature of Identifier with Date


 27/06/14



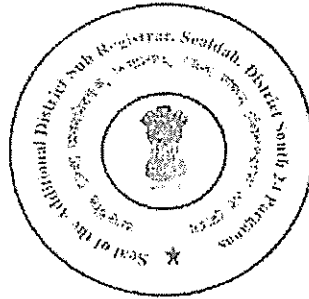
27/06/2014



(Jaideb Pal)
 ADDITIONAL DISTRICT SUB-REGISTRAR
 Office of the A.D.S.R. SEALDAH

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 5
Page from 5672 to 5710
being No 02035 for the year 2014.



(Jitab Pal) 02 July-2014
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. SEALDAH
West Bengal

