

BETWEEN

EXCEL NIRMAN (P) LTD (PAN No.AABCE8190R) a company within the meaning of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at 54E/1 Matheswartolfa Road, P.S. Pragati Maidan, Kolkata 700 046 represented by its Director Shri Rajendra Kumar Vidhawan (PAN NO. ABKPV4571C) having been duly authorised in pursuance of a Resolution of the Board of Directors dated 26-04-2017 hereinafter referred to as the OWNER (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 ONE PART

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SALARPURIA SATTVA REALTY LLP (PAN No. ACPES9046R) a Limited Liability Partnership Firm having its office situated at No. 5 Chittaranjan Avenue, 1st floor, P.S. Bowhazar, Kojkata, 700, 072 and represented by its Designated Partner, Shri Apurva Salarpuria being the nominee of Salarpuria Properties Pvt ltd being one of the partners of the said LLP 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 the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and/or those who may carry on the business of Salarpuria Sattva Realty LLP and their respective heirs, legal representatives, executors, administrators and assigns) of the **OTHER PART**

WHEREAS:

- A) In this Deed wherever the context so permits the Owner and the Developer are collectively referred to as the 'parties' and individually as a 'party'
- B) By a registered Deed of Conveyance dated 5th March 1985 and made between Shafique Khan therein referred to as the Vendor of the One Part and Nayindra Ram therein referred to as the Purchaser of the Other Part and and registered at the office of the District Registrar, Alipore in Book No. I Volume No. 49 Pages 134 to 145 Being No. 2934 for the year 1985 the said Shafique Khan for the consideration therein mentioned sold transferred and conveyed unto and in favour of the said Nagindra Ram ALL THAT the piece and parcel of land containing by estimation an area of 1 Bigha 10 cottahs and 8 chittacks (more or less) TOGETHER WITH all structures standing thereon and comprised in Dag No.230 and 1301 (hereinafter referred to as the PART ONE PROPERTY)
- C) By another Deed of Conveyance dated 10th April 1985 and made between Md. Mahamudul Hashan Khan (M.H. Khan) therein referred to as the Vendor of the One Part and Nagindra Ram therein referred to as the Purchaser of the Other Part and registered at the office of the District Registrar, Alipore in Book No. I Volume No. 80 Pages 335 to 346 Being No. 4735 for the year 1985 the said M.H. Khan for the consideration therein mentioned sold transferred and conveyed unto and in favour of the said Nagindra Ram ALL THAT the piece and parcel of land containing by estimation an area of 1 Bigha 13 cottahs and 11 chittacks (more or less) TOGETHER WITH all structures standing thereon and comprised in Dag No.230 and 1301 (hereinafter referred to as the PART TWO PROPERTY)
- **D)** By a registered Deed of Conveyance dated 12th December 2008 registered at the office of the District Sub Registrar-III, Alipore in Book No. I Volume No. 13 Pages 4694 to 4714 Being No. 06671 for the year 2008 and made between Nagendra Ram therein referred to as the Vendor of the One Part and Excel Nirman Pvt Ltd the Owner herein therein referred to as the Purchaser of the Other Part the said Nagendra Ram

Excel Nirnan Pyt. Ltd.

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for the consideration therein mentioned sold transferred and conveyed unto and in favour of the Owner herein the said Part One Property

- **E)** By another registered Deed of Conveyance also dated 12th December 2008 registered at the office of the District Sub Registrar-III, Alipore in Book No. I Volume No. 13 Pages 4715 to 4735 Being No. 06672 for the year 2008 and made between Nagendra Ram therein referred to as the Vendor of the One Part and Excel Nirman Pvt Ltd the Owner herein therein referred to as the Purchaser of the Other Part the said Nagendra Ram for the consideration therein mentioned sold transferred and conveyed unto and in favour of the Owner herein the said Part Two Property
 - F) The said Part One Property has since been numbered as Municipal Premises No. 43 Matheswartolla Road, P.S. Pragati Maidan, Kolkata 700 046 and the said Part Two Property has since been numbered as Municipal Premises No. 44 Matheswartolla Road, Kolkata 700 046 P.S. Pragati Maidan
 - G) By an indenture of Conveyance dated 25th November 2011 and registered at the office of the Additional District Sub Registrar, Sealdah in Book No. I CD Volume No.8 Pages 9874 to 9894 Being No.3840 for the year 2011 (1) Lily Chaudhuri (2) Prabir Choudhury (3) Prasanta Chaudhuri and Minati Kar therein collectively referred to as the Vendors with the consent and concurrence of Md. Rafique Khan and Md. Siddique Khan for the consideration therein mentioned sold transferred and conveyed in favour of the Owner herein ALL THAT the piece and parcel of land containing by estimation an area of 1 bigha 14.5 cottahs (more or less) together with the structures standing thereon which has since been numbered as Municipal Premises No.129 Matheswartolla Road, Kolkata 700 046 (hereinafter referred to as the said PART THREE PROPERTY)
 - H) The said Part One Property, Part Two Property and Part Three Property are collectively referred to as the said PROPERTY
 - I) By an Agreement dated 26th August 2014 entered into between the parties hereto and registered at the office of the District Sub Registrar-III, South 24 Parganas in Book No. I CD Volume No. 16 Pages 5100 to 5143 Being No. 06820 for the year 2014 the Owner had granted the exclusive right of development in respect of the said Property unto and in favour of the Developer herein for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (hereInafter referred to as the DEVELOPMENT AGREEMENT)
 - J) In pursuance of the said Development Agreement the Developer from time to time paid to the Owner an aggregate sum of Rs. 7,50,00,000/- (Rupees seven crores fifty lacs only) as and by way of deposit amount and it was agreed between the parties hereto that out of the said Deposit Amount a sum of Rs. 5,00,00,000/- (Rupees five crores only) shall be treated as deposit towards development of Premises No. 43 and 44 Matheswartolla Road, Kolkata and the remaining sum of Rs. 2,50,00,000/- (Rupees two crores fifty lacs only) shall be treated as the deposit towards Municipal Premises No. 129 Matheswartolla Road

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- K) In pursuance of the said Development Agreement and in furtherance thereof the Developer caused the said Part One Property and Part Two Property being Municipal Premises No. 43 and 44 Matheswartolia Road, Kolkata 700 046 to be amalgamated and upon such amalgamation the same has since been numbered as Municipal Premises No.44 Matheswartolia Road, Kolkata 700 046 (hereinafter referred to as the AMALGAMATED PROPERTY)
- L) It was a term of the said Development Agreement that the Owner will perform 'certain conditions precedent' to enable the Developer to undertake the development of Premises No. 129 Matheswartolla Road, Kolkata and if the Owner shall fail to perform such 'conditions precedent' then and in that event the Developer will proceed with the development of the amalgamated property only and that the owner shall become liable to refund the said sum of Rs.2,50,00,000/- (Rupees Two crores fifty lacs only) paid by way of deposit towards development of Premises No. 129 Matheswartolla Road, Kolkata with interest @ 15% per annum.
- M) Because of various reasons the Owner could not perform its obligations in respect of Municipal Premises No. 129 Matheswartolla Road, Kolkata and as such the said sum of Rs. 2,50,00,000/- (Rupees two crores fifty lacs only) which had been paid by the Developer to the Owner as deposit In respect of Premises No. 129 Matheswartolla Road, Kolkata 700 046 became refundable
- N) The said sum of Rs. 2,50,00,000/- (Rupees two crores fifty lacs only) was refunded after **08:04:2016** and as such the Owner became liable to pay interest at the rate of **15%** per annum

- O) The Owner has now approached the Developer to proceed with the development of the amalgamated property and not to claim interest for the delayed period and has agreed to modify and/or alter the ratio to be shared between the Owner and the Developer in the new building to be constructed on the amalgamated property as hereinafter appearing
- P) The parties are desirous of recording the same, in writing

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

 It is recorded confirmed and declared by and between the parties hereto that the said Development Agreement dated 26th August 2014 entered into between the parties hereto is valid, subsisting and binding on the parties hereto but shall remain restricted to the amalgamated Premises No. 44 Matheswartolla Road, Kolkata 700046

Excel Nirman Pvk Lid

Director

- 2. It is hereby further agreed and declared by and between the parties hereto that Article XVI under the head "Space Allocation" of the said Development Agreement shall be modified and/or altered as under:
 - "16.1 It is hereby agreed and declared by and between the parties hereto that in consideration of the above the Owner shall be entitled to ALL THAT the 40% (forty percent) of the total constructed area to comprise in various flats, units, apartments, constructed spaces, car parking spaces including any open spaces and terrace area forming an integral part of any flat AND TOGETHER WITH the undivided proportionate share in all common parts, portions, areas, facilities and amenities and car parking spaces comprised in the said housing complex and TOGETHER WITH the undivided proportionate share in the land underneath the said building appurtenant thereto (hereinafter referred to as the OWNER'S ALLOCATION)
 - 16.2 That the Developer shall be entitled to retain for itself ALL THAT the remaining 60% of the total constructed area to comprise in various flats, units, apartments, constructed spaces, car parking spaces including any open spaces and terrace area forming an integral part of any flat AND TOGETHER WITH the undivided proportionate share in all common parts, portions, areas, facilities and amenities and car parking spaces comprised in the said housing complex and TOGETHER WITH the undivided proportionate share in the land underneath the said building appurtenant thereto (hereinafter referred to as the DEVELOPER'S ALLOCATION)

Each of the parties shall be entitled to sell transfer alienate encumber and/or deal with their respective allocations independently of each other"

3. In consideration of the above and taking into account the various facts and circumstances, the Developer has agreed to waive its claim on account of interest for the delay period on the express assurance and commitment on that part of the Owner that the said sum of Rs. 5,00,00,000/- (Rupees five crores only) presently held by the Owner shall continue to be held by the Owners as deposit for the amalgamated premises No. 44 Matheswartolla road, Kolkata and the said amount shall be refunded by the Owner to the Developer within 15 (fifteen) days from the date of notice being given by the Developer to the owner communicating the date of handing over possession of the Owner's Allocation and in the event of any delay on the part of the owner in refunding the said sum of Rs. 5,00,00,000/- (Rupees five crores only) the Owners shall be liable to pay interest at the rate of 15% per annum subject to what is hereinafter stated.

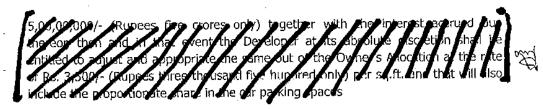
AND IT IS HEREBY EXPOSSEY AGREED AND DECLARED BY AND PETWENTHE PARTIES HERETO that if the event of nor refund of the said sum of Rs.

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- In view of what has been stated above it has been agreed between the parties hereto that the obligation of the Developer to obtain various sanctions, permissions, NOC approvals and/or consents and time for completion of the project in respect of the said Amaigamated Premises No. 44 Matheswartolla Road, Kolkata 700046 shall stand revised and extended.
- Save as aforesaid all other terms and conditions of the said Development Agreement shall remain in full force and effect

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

SIGNED AND DELIVERED BY THE OWNER At Kolkata in the presence of:

1. Mujtaba Amjad Siddugi 66/11/ Bright St. K.d) - 19

2. Chronerma)
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SIGNED AND DELIVERED BY THE DEVELOPER At Kolkata in the presence of:

1. Langley le. Maharly 5. C. R. Average Rollette. 700072

2. Samenath Chamerja. . 5, C.R. Ave, Kol-72.

> AJAY GAGGAR ADVOCATE 3rd, FLOOR, TEMPLE CHAMBERS

6, OLD POST OFFICE STREET,

KOLKATA - 700 001

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FOI SALARPURIA SATTMA REALTY LLP

Excel Nirman Pyt. Ltd.

(RAGENDRA KUMAR VUDHAWAN)

(Salarpuria Proporties Pvt. Ltd.)
Through its Nominee Apurva Salarpuria
Designated Partner
(AFURVA SALARAU RIA)

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Directorate of Registration & Stamp Revenue e-Challan

GRN:

19-201718-001370491-1

Payment Mode

Online Payment

GRN Date: 23/05/2017 10:52:48

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BRN:

15532562

BRN Date:

23/05/2017 10:54:14

DEPOSITOR'S DETAILS

Name:

[Query No./Query Year]

d No.: 16031000177627/4/2017

Contact No.:

Mobile No. 3491 9903839516

E-mail: Address: skmohanty@salarpurjagroup biz

7, CHITTARANJAN AVENUE KOL

Applicant Name:

Mr Excel Nirman Pyr Ltd

Office Name:

Office Address:

Status of Depositor :

Purpose of payment / Remarks:

elopment Agreement or Construction agreement

PAYMENT DETAILS

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Total

In Words:

Rupees Three Lakh Fifty Thousand Thirteen only

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RAJENDRA KUMAR VIDHAWAN RISHOURI LAL VIDHAWAN

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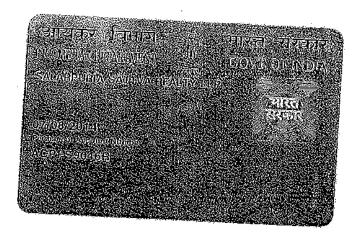
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FOR SALARPUAIA SKITTY TREALTY LLP

(Salarpuria Properties Mt. Ltd.) Through its Nominee Apurva Salarpuria Designated Partner

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Major Information of the Deed

Deed No:	I-1603-02213/2017	Date of Registration 29/05/2017
Query No / Year	1603-1000177627/2017	Office where deed is registered
Query Date (1)	19/05/2017 5:20:37 PM	D.S.R III SOUTH 24-PARGANAS, District: South 24-Parganas
Applicant Name, Address & Other Details	Excel Nirman Pvt Ltd 54E/1, Matheswartala Road, Thana: To BENGAL, PIN - 700046, Mobile No.: 9	opsia, District : South 24-Parganas, WEST 830079583, Status .Buyer/Claimant
Transaction was a few arms		Additional Transaction
[0110] Sale, Development A agreement	greement or Construction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,50,00,000/-]
Set/Forth value =		Market Value و Market
Rs. 2/-		Rs. 13,46,17,277/-
Stampduly Paid(SD)		Registration Fee Paid
Rs. 75,071/- (Article:48(g))		Rs. 2,75,042/- (Article:E, E, B, M(b), H)
Remarks .	Received Rs. 50/- (FIFTY only) from area)	the applicant for issuing the assement slip.(Urban

Land Details:

District: South 24-Parganas, P.S.- Tangra, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Matheswartala Road, , Premises No. 43, Ward No: 58

The second second	Sch No					Market Value (in Rs.)	Other Details
ľ	L1	4	Baslu	1 Bigha 10	1/-	6,39,66,145/-	Property is on
-				Katha 8	:		Road
				Chatak		,	

District: South 24 Parganas, P.S. Tangra, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Matheswartala Road, , Premises No. 44, Ward No. 58

	Plot . Number			Area of Land	SetForth Value (in Rs)	Market Value (In Rs.)	Other Details
L2			Bastu	1 Bigha 13 Katha 11 Chatak	1/-		Property is on Road
<u> </u>	Grand	Total:		105.9094Dec	2 /-	1346,17,277 /-	

Land Lord Details:

	SI No	Name, Address, Photo, Finger print and Signature					
	1 Excel Nirman P Ltd (Private Limited Company)						
- 1		54E/1, Matheswartolla Road, P.O:- Topsia, P.S:- Topsia, Kolkata, District:-South 24-Parganas, West Bengal,					
		India, PIN - 700046, PAN No.:: AABCE8190R, Status : Organization, Executed by: Representative					

Developer Details:

SI	Name Address Photo Finger print and Signature
IXO	。
1 4	Salarpuria Sattva Realty Llp (LLP)
'	5, Chittaranjan Avenue, 1st Floor, P.O Bowbazar, P.S Bowbazar, Kolkata, District:-Kolkata, West Bengal, India,
	PIN - 700072, PAN No.:: ACPFS9046R, Status: Organization

Representative Details:

Name	Photo	Finger Print	Signature ⁴
Shri Rajendra Kumar Vidhawan Son of Mr Date of Execution - 23/05/2017, , Admitted by: Self, Date of Admission: 29/05/2017, Place of Admission of Execution: Office			Demmin.
	May 29 2017 2:26PM	LTI 29/05/2017	29/05/2017

54E/1, Matheswartala Road, P.O:- Topsia, P.S:- Topsia, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700046, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ABKPV4571C Status: Representative, Representative of: Excel Nirman P Ltd (as director)

2 Shri Apurva Salarpuria (Presentant)

Son of Mr 5, Chittaranjan Avenue, P.O:- Bowbazar, P.S:- Bowbazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700072, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: APMPS8294P Status: Representative, Representative of: Salarpuria Sattva Realty Llp (as designated partner)

Identifier Details

Name & a	address
Mr B L Sharma Son of Late M L Sharma 6, Old Post Office Street, P.O:-'GPo, P.S:- Hare Street, Kolka Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Salarpuria	
Park swife many	29/05/2017

Trans	fer of property for L1	
SLNo	From ;	To. with area (Name-Area)
1	Excel Nirman P Ltd	Salarpuria Sattva Realty Lip-50.325 Dec
Trans	fer of property for L2	
SI.No	From	To. with area (Name-Area)
1	Excel Nirman P Ltd	Salarpuria Sattva Realty Llp-55,5844 Dec

Endorsement For Deed Number: I - 160302213 / 2017

On 19-05-2017

Gertificate 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 13,46,17,277/-



Asish Goswami DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

On 23:05:2017

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

Presented for registration at 16:00 hrs on 23-05-2017, at the Private residence by Shri Apurva Salarpuria,

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

Execution is admitted on 23-05-2017 by Shri Apurva Salarpuria, designated partner, Salarpuria Sattva Realty Lip (LLP), 5, Chittaranjan Avenue, 1st Floor, P.O:- Bowbazar, P.S:- Bowbazar, Kolkata, District:-Kolkata, West Bengal, India, P!N - 700072

Indetified by Mr B L Sharma, , , Son of Late M L Sharma, 6, Old Post Office Street, P.O: GPo, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

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Asish Goswami DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

On 24-05-2017

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,75,042/- (B = Rs 2,74,989/-,E = Rs 21/-,H = Rs 28/-,M(b) = Rs 4/-) and Registration Fees paid by by online = Rs 2,75,042/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/05/2017 10:54AM with Govt. Ref. No: 192017180013704911 on 23-05-2017, Amount Rs: 2,75,042/-, Bank: Vijaya Bank (VIJB0009203), Ref. No. 15532562 on 23-05-2017, 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 by online = Rs 74,971/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/05/2017 10:54AM with Govt. Ref. No: 192017180013704911 on 23-05-2017, Amount Rs: 74,971/-, Bank: Vijaya Bank (VtJB0009203), Ref. No. 15532562 on 23-05-2017, Head of Account 0030-02-103-003-02



Asish Goswami DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

On 25-05-2017

Payment of Stamp Duty 5

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/- Description of Stamp

1. Stamp: Type: Impressed, Serial no 369318, Amount; Rs.100/-, Date of Purchase: 05/05/2017, Vendor name: S Chanda



Asish Goswami DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

On 29-05-2017

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.

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

Execution is admitted on 29-05-2017 by Shri Rajendra Kumar Vidhawan, director, Excel Nirman P Ltd (Private Limited Company), 54E/1, Matheswartolla Road, P.O.- Topsia, P.S.- Topsia, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700046

Indefified by Mr B L Sharma, , , Son of Late M L Sharma, 6, Old Post Office Street, P.O: GPo, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

ph/

Asish Goswami
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24PARGANAS

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1603-2017, Page from 59605 to 59624
being No 160302213 for the year 2017.



Digitally signed by ASISH GOSWAMI Date: 2017.05.30 14:09:22 +05:30 Reason: Digital Signing of Deed.



(Asish Goswami) 30/05/2017 14:09:21
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)