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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

Certified that the Document is admitted to Registration. The Signature Sheet and the acknowledgment sheets attached to this document are the part of this instrument.

W 284155

[Signature]
 Assistant Registrar
 of Assurances-1, Kolkata

20 JUL 2016

Q No. 927560/16
 MV. 2713500861

THIS AGREEMENT made this 14th day of July Two Thousand Sixteen BETWEEN (1) MANJU VYAPAAR PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South).

[Signature]

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Kolkata
LR
office at

DSP LAW ASSOCIATES
Advocates
4D Nicco House
8 & 2 Hare Street,
Kolkata - 700001

NAME.....
ADD.....
Rs. *100/-*
- 6 JUN 2016
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
205/206 Park Road, Kolkata

- 6 JUN 2016

- 6 JUN 2016



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ADDITIONAL REGISTRAR
WEST BENGAL
20 JUL 2016

Identified by me
@ Dilip K. Mahato
S/o Lt. N. Mahato
C/O - Zava Tola
P.S. - Belsand
P.O. - Tariyani Chakra
Dist - Sitamarhi
Pin - 843316
Service

Kolkata-700104 having PAN AAFCM2322M, (2) **FAIRPLAN VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AABCF4049C, (3) **EXCLUSIVE COMMOTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AACCE0612R, (4) **SHREEPARNA SUPPLIERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AAMCS4220R, (5) **SHREEPARNA VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AAMCS4223N, (6) **INSTYLE DISTRIBUTORS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AABC19643R, (7) **TUMBLER MARKETING PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AADCT0407E, (8) **MADGUL VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AADCR6547H, (9) **EVERNEW VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AACCE0554G, (10) **BLUEVIEW MERCHANTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AADCB5740L, (11) **BESTVIEW VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AADCB5739P, (12) **SKIPPER MERCHANDISE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AAMCS3871J, (13) **ZENSTAR COMMERCIAL PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-

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700104, having PAN AAACZ3479R, (14) **MAHIMA TIE-UP PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AAFCM7481B, (15) **HAPPY HOME FISCAL SERVICE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 12 Lindsay Street, Police Station and Post Office New Market, , Kolkata – 700087, having PAN AAACH6663B, (16) **MAYFAIR GARDEN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 20 Ballygunge Circular Road, Police Station and Post Office Ballygunge, Kolkata-700019, having PAN AABCM9029M, (17) **SUVARN APARTMENTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 20 Ballygunge Circular Road, Police Station and Post Office Ballygunge, Kolkata-700019, having PAN AADCS6717J, (18) **LANSDOWNE TOWERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 20 Ballygunge Circular Road, Police Station and Post Office Ballygunge, Kolkata-700019 and having PAN AAACL5000G, (19) **MADGUL DEVELOPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 20 Ballygunge Circular Road, Police Station and Post Office Ballygunge, Kolkata-700019 having PAN AABCM9030A, all represented by their Authorized Representative Mr. Suresh Kumar Mintri son of Braja Mohan Mintri residing at 66B, Jatin Das Road, Kolkata – 700029, Post Office – Sarat Bose Road, Police Station – Lake having PAN ADQPM9484M hereinafter collectively referred to as “the **OWNERS**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective successors or successors-in-office and/or assigns) of the **ONE PART AND MADGUL TOWERS LLP** (having PAN ABCFM9260B), a Limited Liability Partnership within the meaning of the Limited Liability Partnership Act, 2008 having its registered office at 24, Diamond Harbour Road, Police Station Thakurpukur, Post Office Amgachi, Kolkata 700104, and represented by its Designated Partner Mr. Santosh Kumar Rungta (PAN ADAPR3669P) son of Late Tribeni Prasad Rungta residing at 20 Ballygunge Circular Road, Police Station and Post Office Ballygunge, Kolkata-700019 hereinafter referred to as “the **DEVELOPER**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors or successors-in-office and/or assigns) of the **OTHER PART**:

PART-I # DEFINITIONS:

1. Unless in this Agreement there be something contrary or repugnant to the subject or context:-
 - (a) “**Building Complex**” shall mean and include the said Premises and the New Buildings thereat with the Common Areas and Installations;

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- (b) **"Building Plans"** shall mean the plan for construction of the New Buildings at the said premises as may be sanctioned by the Kolkata Municipal Corporation and include all modifications and/or alterations that may be made thereto by the Developer;
- (c) **"Common Areas and Installations"** shall according to the context mean and include the areas installations and facilities comprised in and for the individual Buildings and/or the said Premises and/or any part or parts thereof as may be expressed or intended by the Developer from time to time for use in common with rights to the Developer to keep any part or parts of the Common Areas and Installations as being meant for use by the select category or group of Interested Buyers and such other person/s as the Developer may deem fit and proper. A tentative list of the proposed Common Areas and Installations is mentioned as the **SECOND SCHEDULE** hereunder written but the same is subject to modifications or changes as may be made by the Developer therein;
- (d) **"Extras and Deposits"** shall include amounts receivable under the heads as mentioned in the **FIFTH SCHEDULE** hereto subject to any modifications and/or alterations that the Developer may make thereto in consultation with the Owners.
- (e) **"Individual Buildings"** shall mean the individual buildings to be constructed from time to time at the said Premises;
- (f) **"Internal Agreed Proportion"** shall mean the proportion of sharing of the Owners' Allocation inter se amongst the Owners as mentioned in the **FOURTH SCHEDULE** hereto;
- (g) **"Owners' Allocation"** shall according to the context mean 20% (twenty per cent) of the Realizations;
- (h) **"Developer's Allocation"** shall according to the context mean 80% (eighty per cent) of the Realizations;
- (i) **"Agreed Ratio"** shall mean the ratio of sharing or distribution of Realization and others hereunder between the Owners and the Developer which shall be 20% (twenty per cent) belonging to the Owners and 80% (eighty per cent) belonging to the Developer;
- (j) **"Project"** shall mean the development and sale of the Building Complex;
- (k) **"Realization"** shall mean and include the consideration received hereafter against sale of the Units, Parking Spaces and other Saleable Areas from

time to time but shall not include any amounts received on account of Extras and Deposits;

- (l) "said Premises" shall mean immovable property with a land area of 2.235 acres more or less at 24 Diamond Harbour Road, Kolkata Mouzas Joka and Hanspukuria fully described in the **FIRST SCHEDULE** hereunder written;
- (m) "Saleable Areas" shall mean the Units with or without (a) appertaining share in Common Areas and Installations and/or (b) appertaining land share and include Parking Spaces and anything else comprised in the Building Complex which is or can be commercially exploited
- (n) "Interested Buyers" shall mean the persons to whom any Saleable Areas in the Building Complex is sold or agreed to be sold;
- (o) "Units" shall mean the independent and self-contained flats, offices, shops and other constructed spaces in the New Building/s at the said Premises capable of being exclusively held used or occupied by a person.

PART-II # RECITALS:

2. **WHEREAS** the Owners are jointly seized and possessed of and/or otherwise well and sufficiently entitled to as the full and absolute owners of ~~ALL THAT~~ piece and parcel of land containing an area of 2.235 acres more or less situate lying at and being Municipal Premises No.24 Diamond Harbour Road, within Kolkata Municipal Ward No.144, Kolkata - 700104, District South 24 Parganas, more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written having undivided share therein.
- 2.1. **AND WHEREAS** the Building Plans have been submitted for sanction to the Kolkata Municipal Corporation for construction of buildings at the said premises.
- 2.2. **AND WHEREAS**, the Owners have in common desired to enjoy the commercial benefit out of development of the premises on engagement of developer and promoter who would at its own cost and expense construct a Building Complex thereon and would negotiate for sale of the same with Interested Buyers and as consideration for sale of proportionate undivided share in the land to such interested Buyers the Owners shall be entitled to a specified percentage of the consideration payable by the Interested Buyers for such sale;
- 2.3. **AND WHEREAS** upon mutual discussions and negotiations between the parties, it was agreed and decided by and between them that the Developer hereto would be responsible as the developer for the Building Complex at the said Premises who

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would construct the same exclusively at its costs and expenses and would also negotiate for sale of the same and the Realizations would belong to the parties in the Agreed Ratio and the Owners shall receive their share of the Realizations as consideration for sale of proportionate shares in land in favour of Interested Buyers of Saleable Areas upon completion of construction thereof;

- 2.4. The parties have desired to record in writing the terms and conditions agreed between them as contained in this Agreement.

PART- III # WITNESSETH:

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

3. DEVELOPMENT AND CONSTRUCTION:

- 3.1. The Owners have agreed to appoint the Developer and grant to the Developer the exclusive rights and authority to develop the said Premises and construct the Building Complex thereon and to negotiate for sale of the Saleable Areas for benefit of both the Owners and the Developer as contained herein and for the consideration and on the terms and conditions hereinafter contained.
- 3.2. The Developer by virtue of this Agreement made hereunder shall be solely entitled to develop the said Premises and to look after, supervise, manage and administer the progress and day to day work of construction of the Building Complex.
- 3.3. The Owners shall be entitled to the Owners' Allocation being 20% (twenty per cent) of the Realizations and the Developer shall be entitled to the Developer's Allocation being 80% (eighty per cent) of the Realizations.
- 3.4. The Developer agrees to develop the said Premises in the manner hereinafter mentioned and to provide or cause to be provided all requisite workmanship, materials, technical knowhow for the same and to pay the costs and expenses thereof in the manner mentioned hereinafter.
- 3.5. The Building Complex shall be constructed and completed by the Developer in the manner and as per the Building Plans and Specifications herein agreed at the Developer's cost.
- 3.6. The Owners have agreed to convey proportionate shares in land attributable to the Units and other Saleable areas, as applicable, in favour of the Interested Buyers upon completion of construction thereof by the Developer in terms hereof.

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4. LICENSE TO ENTER UPON:

- 4.1. The possession of the said Premises is and shall continue to be exclusively with the Owners and the Owners shall continue to deploy their own security guards until completion of the Building Complex and with effect from the date hereof the Developer shall have the mere license to enter upon the said Premises strictly to carry out all construction works required for the development of the Building Complex. Upon construction of the New Building, the Developer may with the consent of the Owners deliver possession of the Saleable Areas directly to the Interested Buyers thereof.

5. OBLIGATIONS OF OWNERS: In connection with the said Premises, the Owners shall be obliged to carry out, observe and perform the following obligations:

- (a) The said Premises and each part thereof is and shall be free of and from of Encumbrances and in case any Encumbrance arises or is detected in respect of the said Premises or any part thereof at any time or in case any defect or deficiency in the title of the said Premises arises or is detected at any time or there is any claim of possession or occupation by any person in respect of the said Premises at any time, the same shall be rectified and cured by the Owners; and if the Owner are unable to cure the defects within three months of such detection the Developer may take such steps as may be deemed fit by him for curing the defect/encumbrance at the cost of the Owners.
- (b) The said Premises is mutated in the names of the Owners in the records of the B.L.&L.R.O.;

6. TITLE DEEDS:

- 6.1. All original documents of title relating to the said Premises exclusively shall be kept in the custody of the Owners.
- 6.2. The Owners shall produce, give copies and extracts of and from the said original documents of title before government and semi government bodies and authorities, municipal and land authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi judicial forums, service providers, buyers/Interested Buyers of their respective areas in the Building Complex and Banks and/or financial institutions providing finance to the Developer and buyers/Interested Buyers and other persons and authorities as may be required. The Owners agree to submit the original title deeds to any bank or financier providing finance to the Developer for

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the construction of the Building Complex. However under no circumstances the Owner's Allocation or any part thereof shall be mortgaged or charged or given as security nor shall the Owners be liable for any refund or consequence of failure in refund or other compliances towards the Bank or financiers by the Developer. The Developer shall keep the Owners fully indemnified in this behalf. .

7. BUILDING PLANS:

- 7.1. The Developer shall pursue and cause the Building Plans to be sanctioned at its costs and expenses.
- 7.2. The Developer shall be entitled from time to time to cause modifications and alterations to the building plans submitted or sanctioned or to submit revised building plans in such manner and to such extent as the Developer may, deem fit and proper but with the consent of the Architects. All fees, costs, charges and expenses in respect of such modifications and alterations shall be borne and paid by the Developer.
- 7.3. With effect from the date of execution hereof the Developer shall be entitled at its own costs to cause survey and soil testing work at the said Premises and other preparatory works relating to the sanction of plans for the New Building.

8. CONSTRUCTION OF THE BUILDING COMPLEX:

- 8.1. The Developer shall construct and build the Building Complex at the said Premises in accordance with the Building Plans and to do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules of the Appropriate Authority in force at the relevant time. The construction shall be done by the Developer in strict compliance of the legal requirements.
- 8.2. The Developer shall construct erect and complete the Building Complex in a good and workman like manner with good quality of materials and shall construct and finish the same in accordance with the Specifications mentioned in the **THIRD SCHEDULE** hereto save as may be modified or altered by mutual consent or approval of the Architects and the Developer shall obtain necessary completion or occupancy certificates, as applicable in respect of such construction from the appropriate authorities or persons.
- 8.3. The Developer shall apply for and obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and

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facilities from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the Building Complex.

- 8.4. The Developer shall be authorised and empowered in its own name and also in the name of the Owners, insofar as may be necessary, to apply for and obtain electricity, water, tubewells, drainage etc and all permissions, approvals and clearances from any authority whether local, state or central for the same and for the construction of the Building Complex and also to sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the appropriate authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the said Premises or any portion thereof and/or for obtaining any utilities and permissions.
- 8.5. The Developer shall be entitled to procure all building and construction materials, fittings, fixtures, common installations etc. (viz. steel, cement, sand, bricks, lift, water pump, flooring materials, electricals, sanitary fittings etc.), construction equipments and/or any type of machinery required (viz. loaders, vibrators, crushers, mixers, crusher, mixer, tools etc.) for construction of the Building Complex..
- 8.6. The Architects and the entire team of people required for execution of the Building Complex shall be such person as may be selected and appointed by the Developer in its sole discretion. The Developer shall be entitled from time to time to appoint engineers, consultants, planners, advisors, designers, experts and other persons of its choice as may be necessary. The Developer shall also appoint engage and employ such contractors, sub-contractors, engineers, labourers, mistries, caretakers, guards and other staff and employees and at such remuneration and on such terms and conditions as be deemed necessary by the Developer and wherever required, to revoke such appointments from time to time or at any point of time. All persons employed by the Developer for the purpose of construction shall be the persons under appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc.
- 8.7. The construction work shall be carried out in phases as per the discretion of the Developer.
- 8.8. The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the Building Complex and obtaining inputs, utilities and facilities therein.
- 8.9. The Developer shall deal with the Kolkata Municipal Corporation, Zilla Parishad, KMDA, MED, Planning Authority, Development Authority, Fire Department, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Pollution Control Authorities, B.L.& L.R.O., Promoters Act and other authorities

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under the West Bengal Land Reforms Act, Insurance Companies and authorities, Police Authorities, CESC Limited and also all other authorities and Government Departments and/or its officers and also all other State Executives Judicial or Quasi Judicial, Municipal and other authorities and persons in all manner and for all purposes connected with the development or sale of the Building Complex or anyway connected therewith.

- 8.10. The Developer shall not violate any Municipal or other statutory rules and laws and always abide by and observe all the rules and procedures and practices usually followed in making construction of buildings. The Owners will not be responsible for any latches and/or lapses on the part of the Developer.
- 8.11. All costs of construction and development of the said Premises in terms hereof shall be borne and paid by the Developer. The Owners shall fully cooperate with and assist the Developer and shall sign execute register and deliver all papers, plans, affidavits, indemnities, undertakings, declarations, powers etc., as may be required by the Developer therefor and do all acts deeds and things as may be required by the Developer therefor and also for the purposes herein contained.

9. SALE:

- 9.1. The Developer shall negotiate with prospective Interested Buyers intending to own and/or acquire Units, Parking Spaces and other saleable spaces/constructed areas in the Building Complex on the terms and conditions hereinafter contained.
- 9.2. The Owners shall sell undivided shares in land attributable to Units in favour of the interested buyers by executing the deeds of conveyance in respect thereof only upon completion of construction of the concerned Saleable Areas .
- 9.3. The Developer shall be entitled to undertake sales promotion and marketing for sale of the Units, Parking Spaces and other saleable spaces/constructed areas in the Building Complex to advertise and publicize the same in media, appoint brokers, sub-brokers and other agents therefor in such manner and on such terms and conditions as it may deem fit and proper.
- 9.4. The Developer shall accept bookings of any Unit, Parking Space or other saleable space/constructed area in the Building Complex in favour of any Interested Buyer and to allot the same and enter upon agreements in connection therewith and if necessary to cancel revoke or withdraw the same.
- 9.5. The Developer may receive the Realizations including earnest money, installments, part payments, consideration, Extras, Deposits and other amounts on any account receivable from the Interested Buyers and other persons in respect of the Building

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Complex or any part or share thereof in its own name and shall give receipts for the same which shall fully discharge the payee thereof.

- 9.6. The consideration for which the Developer shall open the bookings and/or for which the Units, Parking Spaces and other saleable areas will be transferred by the Developer shall be such as be determined by the Developer from time to time in consultation with the Owners and the marketing agents appointed for the purpose.
- 9.7. The bookings, allotments, agreements, receipts, confirmations, applications, final sale deeds relating to sale of the Units, Parking Spaces and other saleable/Saleable areas shall be executed by the Developer and the Owners (wherever required) Provided That the Owners shall execute and register the final sale deeds thereby conveying the proportionate share in land attributable to the Units or other Saleable Areas conveyed thereby subject however to the receipt of the share of Realization in respect thereof in terms hereof.
- 9.8. The Owners may if so required by the Developer from time to time authorize and empower the Developer for execution and/or registration of the agreements, sale deeds and other contracts and documents by executing one or more powers of attorney in favour of the Developer Provided that the authority to execute any sale deed shall be conferred only upon completion of the Building Complex or any phase thereof relevant to the completed areas.
- 9.9. All documents of sale or otherwise shall be such as be drafted by DSP Law Associates, Advocates of 4D Nicco House, 1B & 2 Hare Street, Kolkata 700001 or any other law firm as may be mutually decided by the Owners and the Developer.
- 9.10. Marketing Costs: All costs of brokerage, commission and like other amounts relating to sale as also any interest, damage or compensation payable to any Interested Buyer or other person relating to the Building Complex shall be borne by the Developer.

10. REALIZATION AND DISTRIBUTION:

10.1. The parties agree as follows:-

- (a) The Owners shall be entitled, in the Internal Agreed Proportion, to a specific 20% (twenty per cent) of the Realization from the Building Complex;
- (b) The Developer shall be entitled to a specific 80% (eighty per cent) of the Realization from the Building Complex.

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- 10.2. The Developer shall simultaneously with the execution of the sale deeds in respect of the Units or other Saleable Areas upon completion of construction thereof pay to the Owners the share of the Owners (as per the Agreed Ratio) in the Realization in respect of such Units or other Saleable Areas under sale. In case the sale deeds in respect of all the sold Units and Saleable Areas are not executed within 30 (thirty) days of completion of construction thereof, then the Developer shall within 30 (thirty) days of such completion of construction pay to the Owners the entire share (as per the Agreed Ratio) of all Realizations until then received by the Developer in respect of such portion. The share of the Owners in the Realization thereafter received shall be paid by the Developer to the Owners within 7 (seven) days of receiving the same from the Interested Buyers.
- 10.3. Nothing contained in **clause 10.2** above shall prevent the Developer to make any provisional or part payments to the Owners prior to the date mentioned therein subject to subsequent accounting and settlement at the time of final payments.
- 10.4. All payments made by the Developer to the Owners shall be subject to any errors or omissions and the consequent accounting and settlement when detected. Further, in case due to cancellation of any booking or agreements/contracts or any other reason, any part of the Realization becomes refundable or payable to any Interested Buyer and/or any interest or compensation is payable to any Interested Buyer or any other person in connection with the Building Complex or any part thereof, the Realizations in the hand of the Developer may be used for the purpose or the same shall be adjustable out of the future payments of the Owner's share of the Realization received by the Developer and otherwise, the same shall be paid by the Owners to the Developer.
- 10.5. The Developer shall maintain proper accounts pertaining to the sales and Realizations received in respect of the Saleable Areas and the Owners shall have at all times full and free access and liberty to inspect such Books of Accounts of the Developer relating to Realizations in respect of the Saleable Areas. For the purpose of accounting and settlement the parties shall, if so required by the Developer or found necessary, make all necessary entries and adjustments in their respective books of accounts in respect of their respective shares of the incomings and outgoings pertaining to the Realizations from the Building Complex.
- 10.6. After fulfillment of this Agreement or at such time as the parties mutually agree, the final accounts pertaining to the entire period of continuance of this Agreement shall be made and finalized by the parties.
- 10.7. The audited accounts of the Building Complex as on any given date shall be deemed to be final and accepted (save for any errors or omissions on the face of the

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record) if no objection from any party is received in respect thereon within 30 (thirty) days of such given date.

- 10.8. Any Extras and Deposits that may be taken from the Interested Buyers shall be taken separately by the Developer and the Owners shall have no concern therewith.

11. DATE OF COMPLETION:

- 11.1. **Time for completion:** Subject to force majeure and subject to the Owners not being in default in compliance of their obligations hereunder, the Developer shall construct the Building Complex within 42 (forty two) months from the date of sanction of Building Plans with a grace period of 6 (six) months (hereinafter referred to as "the **Grace Period**"). It is clarified that Completion shall mean the Developer obtaining a completion certificate from Kolkata Municipal Corporation.
- 11.2. Force majeure shall mean general riot, war, tempest, civil commotion, strike or any other acts of God, shortage of materials, litigations, changes in law and any other reason beyond the control of the Developer.

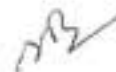
12. SECURITY DEPOSIT:

- 12.1. As security for performance of its obligations by the Developer, the Developer shall simultaneously with the execution hereof pay to the Owners an interest free security deposit of Rs.38,00,000/- (Rupees thirty-eight lacs) which shall be refunded by the Owners to the Developer on the completion of construction of the Building Complex.

13. DEFAULTS AND CONSEQUENCES:

- 13.1. If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out its obligations under this Agreement or to extend full cooperation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by them from the defaulting party without prejudice to its other rights hereunder.
- 13.2. The parties will refer any disputes or differences between them to the Arbitration Tribunal as more fully provided hereinafter and accept and abide by the award made therein.

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14. COVENANTS:

- 14.1. The Owners hereby declare and confirm that all acts deeds and things done by the Developer shall be fully binding on the Owners and each of them and the same shall always be deemed to have been done by the Developer for and on behalf of itself and the Owners. The receipts or acknowledgements issued by the Developer shall bind the Owners to the extent of its share of the amounts therein.
- 14.2. The Owners agree and covenant with the Developer not to cause any interference or hindrance in the development and/or sale of the Building Complex at the said property and not to do any act deed or thing whereby the rights of the Developer hereunder may be affected or the Developer is prevented from making or proceeding with the construction of the Building Complex or sale of the same or doing and carrying out the other acts contemplated herein.

15. MISCELLANEOUS:

- 15.1. The parties shall upon completion of the Building Complex form an Association for the common purposes of management and maintenance of the Building Complex and collection and disbursement of common expenses and till such time ~~the Association is formed the Developer or its nominee shall be in charge for the~~ Common Purposes.
- 15.2. In case any Khajana and/or Tax or any levy is found due or outstanding in respect of the said premises for any period prior to the date of execution hereof, the same shall be borne and paid by the Owners. Such khajana, tax and/or liability for the period from the date of execution hereof and till the date the same becomes the liability of any Interested Buyer shall be borne and paid by the Developer.
- 15.3. All calculations pertaining to areas of the Units and other constructed or saleable areas of the Building Complex shall be done by the Developer. The Developer shall decide the exact nature of the Common Areas and Installations in the Building Complex.
- 15.4. ~~For all or any of the purposes mentioned herein, the Owners shall fully co-operate~~ with the Developer in all manner and sign execute submit and/or deliver all applications papers documents as may be required of by the Developer from time to time at the cost and expenses of the Developer.
- 15.5. It is further expressly clarified that notwithstanding any amalgamation, merger, demerger etc., of any of the parties, this Agreement as well as the Power/s of Attorney to be executed by the parties in pursuance hereof, shall remain valid and

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effective and automatically bind all the successors or successors-in-office of the parties.

- 15.6. The Owners do hereby also agree and permit the Developer to obtain loans or finances for construction of the Building Complex from Banks/NBFC/ and/or the Financial Institutions and/or Real Estate Trusts, FDI, etc.,. The Developer may get the Building Complex at the said Premises approved by them and allow and permit the Intending Buyers to take loans from any such Banks or Financial Institutions for purchase of Saleable Areas in the Building Complex.

16. POWERS OF ATTORNEY AND OTHER POWERS:

- 16.1. The Owners shall execute and/or register one or more Power or Powers of Attorney in favour of the Developer or its authorized representatives granting all necessary powers and authorities with regard to the purposes provided in this Agreement or arising herefrom. If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned above, the Owners shall grant the same to the Developer and/or its authorized representatives.
- 16.2. While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owners in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe on the rights of the Owners and/or go against the spirit of this Agreement.
- 16.3. It is clarified that nothing contained in the Power or Powers of Attorney to be so granted shall in any way absolve the Owners from complying with their obligations hereunder nor from compensating the Developer against any loss or damage, if any, that may be suffered by the Developer owing to delay or default in such compliance of their obligations.
- 16.4. The Power or Powers of Attorney shall form a part of this Agreement and shall subsist during the subsistence of this Agreement.
- 16.5. It is understood that to facilitate the construction and sales of the Building Complex, various acts deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for

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the purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.

- 16.6. The Building Complex shall be known by such name as be such as decided by the Developer.

17. GENERAL:

- 17.1. Nothing in this Agreement is intended to or shall be construed as a transfer or assignment of the said Premises or any part thereof or any right, title or interest therein or the possession thereof in favour of the Developer. Notwithstanding anything to the contrary contained elsewhere in this Agreement, it is expressly made clear that the transfer of possession and/or title is not intended to and shall not take place by virtue of this Agreement.
- 17.2. In case of any dispute difference or question arising between the parties under this Agreement or with regard to the provisions of this Agreement or interpretation of the terms and conditions or provisions herein contained or anything done in pursuance hereof, the same shall be referred to the arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the award made upon such arbitration shall be final and binding on the parties hereto. The Arbitrator/s shall be at liberty to proceed summarily and make interim awards.
- 17.3. Courts having territorial jurisdiction on the said Premises alone shall have the jurisdiction to entertain try and determine all actions suits proceedings arising out of these presents between the parties hereto (including the arbitration proceedings).
- 17.4. Any notice required to be given by any of the parties hereto on the other shall without prejudice to any other mode of service available be deemed to have been served on the other party if sent by prepaid registered post with acknowledgment due to the above address of the party to whom it is addressed or such other address as be notified in writing from time to time.

PART-IV # SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

(said Premises)

PART-I

ALL THAT pieces of parcels of contiguous and adjacent plots of land in a single compound containing an area of 2.235 acres or 133 Cottahs 12 Chittack and 36 Square feet

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more or less situate lying at and being premises No. 24 Diamond Harbour Road, Kolkata together with messuages, tenements, hereditaments and premises on part thereof all lying at and being the dags and khatians mentioned in **PART-II** and **PART-III** below in Mouza Joka and Hanspukuria, J. L. Nos. 21 and 20 respectively under Police Station Thakurpukur recently included in the jurisdiction of Kolkata Municipal Corporation (formerly within Joka II Gram Panchayat, Thakurpukur Maheshtala Panchayat Samity) in the District of South 24 Parganas and delineated in the plan annexed hereto duly bordered thereon in "RED" and butted and bounded as follows:

- On the North : By R. S. Dag Nos. 641 (part), 636, 635 (part), 635/988 (part) in Mouza Joka and of R.S. Dag Nos. 365/726 (part), 365 (part) and 363 (part) in Mouza Hanspukuria;
- On the South : By portions of R. S. Dag Nos. 641, 635, 635/988 in Mouza Joka and of R.S. Dag Nos. 365/726, 365/727, 366, 366/728, 364/725 and 364 in Mouza Hanspukuria;
- On the East : By public Road Diamond Harbour Road;
- On the West : By Dag Nos. 733, 852 and 357 in Mouza Hanspukuria.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated called known numbered-described or distinguished.

PART-II

PARTICULARS OF DAGS & KHATIANS: Property comprised Mouza Joka, J.L. No. 21 containing a total area of 1.01 acre and consisting of:

- (a) portion measuring 0.64 acre (i.e. 59.81%) out of 1.07 acre comprised in R.S. and L.R. Dag No. 635 recorded in R.S. Khatian No. 266, L. R. Khatian Nos. 167 and 2541 to 2558;
- (b) portion measuring 0.29 acre (i.e. 37.18%) out of 0.78 acre comprised in R.S. and L.R. Dag No. 635/988 recorded in R.S. Khatian No. 266, L. R. Khatian Nos. 167 and 2541 to 2558;
- (c) portion measuring 0.08 acre (i.e. 25%) out of 0.32 acre comprised in R.S. and L.R. Dag No. 641 recorded in R.S. Khatian No. 567, L. R. Khatian Nos. 167 and 2541 to 2558;

Out of the above 1.01 acre, the share of the Vendor is recorded as 0.05 acre in current L.R. Khatian No. 2541;

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PART-III

PARTICULARS OF DAGS & KHATIANS: Property comprised Mouza Hanspukuria, J.L. No. 20 containing a total area of 1.225 acre and consisting of:

- (a) portion measuring 0.16 acre (i.e. 50%) out of 0.32 acre comprised in R.S. Dag No. 363 recorded in R.S. Khatian No. 173, L.R. Dag No. 444 recorded in previous L.R. Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;
- (b) portion measuring 0.33 acre (i.e. 94.29%) out of 0.35 acre comprised in R.S. Dag No. 364 recorded in R.S. Khatian No. 375, L.R. Dag No. 445 recorded in previous L.R. Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;
- (c) entire 0.01 acre comprised in R.S. Dag No. 364/723 recorded in R.S. Khatian No. 375, L.R. Dag No. 449 recorded in previous L.R. Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;
- (d) entire 0.01 acre comprised in R.S. Dag No. 364/724 recorded in R.S. Khatian No. 375, L.R. Dag No. 447 recorded in previous L.R. Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;
- (e) portion measuring 0.005 acre (i.e. 12.50%) out of 0.04 acre comprised in R.S. Dag No. 364/725 recorded in R.S. Khatian No. 375, L.R. Dag No. 446 recorded in previous L.R. Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;
- (f) portion measuring 0.38 acre (i.e. 77.55%) out of 0.49 acre comprised in R.S. Dag No. 365 recorded in R.S. Khatian No. 376, L.R. Dag No. 450 recorded in previous L.R. Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;
- (g) portion measuring 0.12 acre (i.e. 75%) out of 0.16 acre comprised in R.S. Dag No. 365/726 recorded in R.S. Khatian No. 376, L.R. Dag No. 451 recorded in previous L.R. Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;
- (h) portion measuring 0.06 acre (i.e. 0.666%) out of 0.09 acre comprised in R.S. Dag No. 365/727 recorded in R.S. Khatian No. 376, L.R. Dag No. 452 recorded in previous L.R. Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;
- (i) portion measuring 0.11 acre (i.e. 73.33%) out of 0.15 acre comprised in R.S. Dag No. 366 recorded in R.S. Khatian No. 575, L.R. Dag No. 455 recorded in previous L.R. Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;

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- (j) portion measuring 0.03 acre (i.e. 75%) out of 0.04 acre comprised in R.S. Dag No. 366/728 recorded in R.S. Khatian No. 575, L.R. Dag No. 453 recorded in previous L.R. Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;
- (k) entire 0.01 acre comprised in R.S. Dag No. 366/859 recorded in R.S. Khatian No. 575, L.R. Dag No. 448 recorded in previous L.R. Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;

The properties are having character of housing or bastu except only Dag L.R. Dag 455 admeasuring 0.11 acre having the recorded character of 'doba'. Be it mentioned that the area of the rooms and structures on the said Premises is about 5000 Square feet more or less.

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

In the property described above, the said Owners own the following areas:

SL NO	NAME OF THE COMPANY	MOUZA	KHATIAN NO.	ACRES MUTATED (IN ACRES)	ACRES OWNED ROUNDED OFF (IN ACRES)
1	MANJU VYAPAAR PRIVATE LIMITED	JOKA	2549	0.05	0.053
2	MANJU VYAPAAR PRIVATE LIMITED	HANSPUKURIA	1876	0.06	0.064
3	FAIRPLAN VINIMAY PRIVATE LIMITED	JOKA	2556	0.06	0.053

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4	FAIRPLAN VINIMAY PRIVATE LIMITED	HANSPUKURIA	1878	0.06	0.064
5	EXCLUSIVE COMMOTRADE PRIVATE LIMITED	JOKA	2557	0.05	0.053
6	EXCLUSIVE COMMOTRADE PRIVATE LIMITED	HANSPUKURIA	1879	0.06	0.064
7	SHREEPARNA SUPPLIERS PRIVATE LIMITED	JOKA	2551	0.06	0.053
8	SHREEPARNA SUPPLIERS PRIVATE LIMITED	HANSPUKURIA	1882	0.06	0.064
9	SHREEPARNA VINIMAY PRIVATE LIMITED	JOKA	2550	0.06	0.053
10	SHREEPARNA VINIMAY PRIVATE LIMITED	HANSPUKURIA	1884	0.06	0.064
11	INSTYLE DISTRIBUTORS PRIVATE LIMITED	JOKA	2558	0.05	0.053
12	INSTYLE DISTRIBUTORS PRIVATE LIMITED	HANSPUKURIA	1877	0.06	0.064
13	TUMBLER MARKETING PRIVATE LIMITED	JOKA	2554	0.06	0.053
14	TUMBLER MARKETING PRIVATE LIMITED	HANSPUKURIA	1880	0.06	0.064
15	MADGUL VYAPAAR PRIVATE LIMITED	JOKA	2555	0.06	0.053
16	MADGUL VYAPAAR PRIVATE LIMITED	HANSPUKURIA	1868	0.07	0.064
17	EVERNEW VINCOM	JOKA	2545	0.05	0.053

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	PRIVATE LIMITED				
18	EVERNEW VINCOM PRIVATE LIMITED	HANSPUKURIA	1872	0.06	0.064
19	BLUEVIEW MERCHANTS PRIVATE LIMITED	JOKA	2544	0.05	0.053
20	BLUEVIEW MERCHANTS PRIVATE LIMITED	HANSPUKURIA	1873	0.07	0.064
21	BESTVIEW VINIMAY PRIVATE LIMITED	JOKA	2548	0.05	0.053
22	BESTVIEW VINIMAY PRIVATE LIMITED	HANSPUKURIA	1871	0.06	0.064
23	SKIPPER MERCHANDISE PRIVATE LIMITED	JOKA	2547	0.05	0.053
24	SKIPPER MERCHANDISE PRIVATE LIMITED	HANSPUKURIA	1870	0.07	0.064
25	ZENSTAR COMMERCIAL PRIVATE LIMITED	JOKA	2546	0.05	0.053
26	ZENSTAR COMMERCIAL PRIVATE LIMITED	HANSPUKURIA	1875	0.06	0.065
27	MAHIMA TIE UP PRIVATE LIMITED	JOKA	2542	0.05	0.053
28	MAHIMA TIE UP PRIVATE LIMITED	HANSPUKURIA	1874	0.06	0.065
29	HAPPY HOME FISCAL SERVICE PRIVATE LIMITED	JOKA	3137	0.05	0.053
30	HAPPY HOME FISCAL SERVICE PRIVATE LIMITED	HANSPUKURIA	2998	0.07	0.065

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31	MAYFAIR GARDEN PRIVATE LIMITED	JOKA	3134	0.05	0.053
32	MAYFAIR GARDEN PRIVATE LIMITED	HANSPUKURIA	2996	0.07	0.065
33	SUVARN APARTMENTS PRIVATE LIMITED	JOKA	3133	0.05	0.053
34	SUVARN APARTMENTS PRIVATE LIMITED	HANSPUKURIA	2997	0.07	0.065
35	LANSDOWNE TOWERS PRIVATE LIMITED	JOKA	3135	0.05	0.053
36	LANSDOWNE TOWERS PRIVATE LIMITED	HANSPUKURIA	3007	0.07	0.065
37	MADGUL DEVELOPERS PRIVATE LIMITED	JOKA	3136	0.06	0.056
38	MADGUL DEVELOPERS PRIVATE LIMITED	HANSPUKURIA	3008	0.075	0.067
	TOTAL			2.235	2.235

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Tentative Common Areas and Installations)

A. Common Areas & Installations at the Designated Block:

1. Lobby, Staircases, landings and passage with glass panes and stair-cover on the ultimate roof.
2. Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the lift of the Designated Block.
3. Lifts with all machineries, accessories and equipment (including the lift machine room) And lift well for installing the same in the Designated Block

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4. The designated area of the Ultimate Roof of the Building marked as common.
 5. Electrical Installations with the main switch and meter and space required therefore in the Building.
 6. Over head water tank with water distribution pipes from such overhead water tank connecting to the different Units of the Building.
 7. Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.
-
8. Such other areas, installations and/or facilities as the Developer may from time to time specify to form Part of the Common Areas and Installations of the Designated Block.

B. Common Areas & Installations at the Building Complex:

1. Electrical Installations, transformers and the accessories and wiring in respect of the Building Complex and the space required therefore, if installed (and if installed then extra cost as specified here in).
-
2. CCTV System with intercom.
 3. Water supply system with Under ground water reservoir, water pump with motor with water distribution pipes to Overhead water tanks of Buildings.
 4. Fire Fighting system with all its accessories, pumps, pipes, fire detection system etc
 5. Water waste and sewerage evacuation pipes and drains from the buildings to the Municipal drains, Sewerage Treatment Plant..
 6. DG Set, its Panels, accessories and wiring and space for installation of the same.
 7. Activity area related construction Viz. Swimming Pool / kids Pool , changing rooms, , Gymnasium, Indoor Games Room and library
 8. Community Hall.

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9. Solar Power System.
10. Such other areas, Installations and /or facilities as the Developer may from time to time specify to form Part of the Common Areas and Installations of the Building Complex.

THE THIRD SCHEDULE ABOVE REFERRED TO:

Specifications

External

1. Structure: Reinforced Concrete Cement Structure
2. Finishing of external walls with cement plaster and Acrylic / cement paint.
3. All gates, internal roads and boundary as per specifications laid down by the Architect.
4. All electrical installations including transformers, switchgears, cabling, etc as per specifications laid down by the Electrical Consultant/Architect.
5. All Fire fighting installation including reservoirs, pumps, sprinklers, pipelines as per specifications laid down by the Fire Consultant/Architect.
6. Plumbing works including Overhead Water tanks, Water supply line, sewerage and drains.
7. All other common infrastructure including Solar Power as per specifications laid down by the Architect.
8. Landscaping of all common open areas as per design approved by the Architect.
9. All other works including waste management to be carried out as per the guidelines laid down by the Environment Department and such other Governments departments.

Internal

1. **Internal Finish:**
 - POP finish for the apartments
 - POP with paint finish for common areas.
2. **Flooring:**
 - Interiors – Vitrified Tiles or any other similar.
 - Staircase – Stone/ Tiles or any other similar.
 - Entrance lobby of each Block – Marble/Decorative stones/Vitrified Tiles or any other similar.
 - Floor lobby – Marble/Decorative stones/Vitrified Tiles or any other similar.

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- Lift Fascia – Marble/Granite/Vitrified Tiles or any other similar.

3. Kitchen:

- Counter – Granite / marble / stone with stainless steel sink.
- Dado - Ceramic Tiles upto 2 ft above counter or any other similar.
- Electrical points for Refrigerator, Water Purifier, Microwave/oven & Exhaust Fan.

4. Toilet:

- Tiles for floor or any other similar.
- Walls – Tiles on the walls upto door height.
- Sanitary ware of reputed brand.
- Chrome plated fittings of reputed brand
- Electrical point for geyser and exhaust fan.
- Plumbing provision for Hot/Cold water line in shower.

5. Doors & Windows:

- Main Door – Flush Door with laminate finish or any other similar.
- Internal Doors – Painted flush doors or any other similar.
- Windows – Aluminium sliding windows or any other similar.

6. Electricals:

- Provision for AC points
- Provision for cable TV, telephone.
- Plug points in all bedrooms, living/dining, kitchen and toilets.
- Concealed copper wiring with DB of reputed brand.
- Doorbell point at the main entrance door.
- Modular switches of reputed brand

7. Lifts:

- Elevators of reputed make.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Internal Agreed Proportion)

SL NO.	NAME OF THE COMPANY	SHARE OF EACH COMPANY OUT OF TOTAL 20%
1	MANJU VYAPAAR PRIVATE LIMITED	20/19

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2	FAIRPLAN VINIMAY PRIVATE LIMITED	20/19
3	EXCLUSIVE COMMOTRADE PRIVATE LIMITED	20/19
4	SHREEPARNA SUPPLIERS PRIVATE LIMITED	20/19
5	SHREEPARNA VINIMAY PRIVATE LIMITED	20/19
6	INSTYLE DISTRIBUTORS PRIVATE LIMITED	20/19
7	TUMBLER MARKETING PRIVATE LIMITED	20/19
8	MADGUL VYAPAAR PRIVATE LIMITED	20/19
9	EVERNEW VINCOM PRIVATE LIMITED	20/19
10	BLUEVIEW MERCHANTS PRIVATE LIMITED	20/19
11	BESTVIEW VINIMAY PRIVATE LIMITED	20/19
12	SKIPPER MERCHANDISE PRIVATE LIMITED	20/19
13	ZENSTAR COMMERCIAL PRIVATE LIMITED.	20/19
14	MAHIMA TIE UP PRIVATE LIMITED	20/19
15	HAPPY HOME FISCAL SERVICE PRIVATE LIMITED	20/19
16	MAYFAIR GARDEN PRIVATE LIMITED	20/19
17	SUVARN APARTMENTS PRIVATE LIMITED	20/19
18	LANSLOWNE TOWERS PRIVATE LIMITED	20/19
19	MADGUL DEVELOPERS PRIVATE LIMITED	20/19

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THE FIFTH SCHEDULE ABOVE REFERRED TO:

EXTRAS & DEPOSITS-

EXTRAS shall include:

- (a) all costs, charges and expenses on account of HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts payable to the electricity service provider;
- (b) Security or any other deposit (including minimum deposits or any deposit by any name called) and all additional amounts or increases thereof payable to the electricity service provider, presently being WBSEB/WBSEDC Limited or other electricity service provider for electricity connection at the Building Complex.
- (c) all costs, charges and expenses on account of one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like) for the Building Complex ;
- (d) Betterment fees, development charges, water connection charges and other levies taxes duties and statutory liabilities (save those being the exclusive liability of the Owners) that may be charged on the said Premises or the buildings or the Units or on their transfer or construction partially or wholly, as the case may be.
- (e) Cost of formation of Association/service maintenance company/society.
- (f) Club and Club related facilities, equipments and installation, if so provided by the Developer.
- (h) Legal Charges
- (k) Extra Work Charges (for work carried out on request of Buyer)
- (l) Service tax, Value Added Tax (VAT), or any other statutory charges/levies.

DEPOSITS (which shall be interest free) shall include:

- (a) Deposit on account of Sinking Fund, maintenance charges, common expenses, municipal rates and taxes etc,
- (b) Any other deposits if so made applicable by the Developer for the Units, with the consent of the Owners, in the Building Complex.

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

SIGNED SEALED AND DELIVERED on behalf of the withinnamed **OWNERS** at Kolkata in the presence of:

① Subhas Chandra
20, Ballygunge Circular Road
Kolkata - 700019

② Dilip Roy
20, Ballygunge
Circular Road
Kolkata - 700019.

Madgul Developers (P) Ltd.
Mayfair Garden (P) Ltd.
Madgul Vyapaar (P) Ltd.
Happy Home Fiscal Service (P) Ltd.
Skipper Merchandise (P) Ltd.
Bestview Ventures (P) Ltd.
Evernew Ventures (P) Ltd.
Blueview International (P) Ltd.
Mahima Textiles (P) Ltd.
Zenstar Corporation (P) Ltd.
Maha Vyapaar (P) Ltd.
Instyle Distributors (P) Ltd.
Fairplay Ventures (P) Ltd.
Exclusive Commodities (P) Ltd.
Tumbler Associates (P) Ltd.
Suyam Associates (P) Ltd.
Shroopama Suppliers (P) Ltd.
Lansdowne Towers (P) Ltd.
Shroopama Property (P) Ltd.

S. K. Mahtab

Authorized Signatory

SIGNED SEALED AND DELIVERED by the withinnamed **DEVELOPER** at Kolkata in the presence of:


① Kshitiz Fatehpuria
20 Ballygunge Circular
Road
Kolkata - 700019.


② Subham Nankar.
C/o. DSP Law Associates.
40, Niro House
16/2, Hare Street.
Kolkata - 700011.

MADGUL TOWERS LLP

M. Mahtab
Designated Partner

Drafted by me:-
Babak Bagoria
Adv.
c/o DSP Law Associates
Advocates
2 Hare Street, Kolkata-01
F1141510

<i>Finger prints of the executant</i>					
					
	Little	Ring	Middle (Left	Fore Hand)	Thumb
	Thumb	Fore	Middle (Right	Ring Hand)	Little

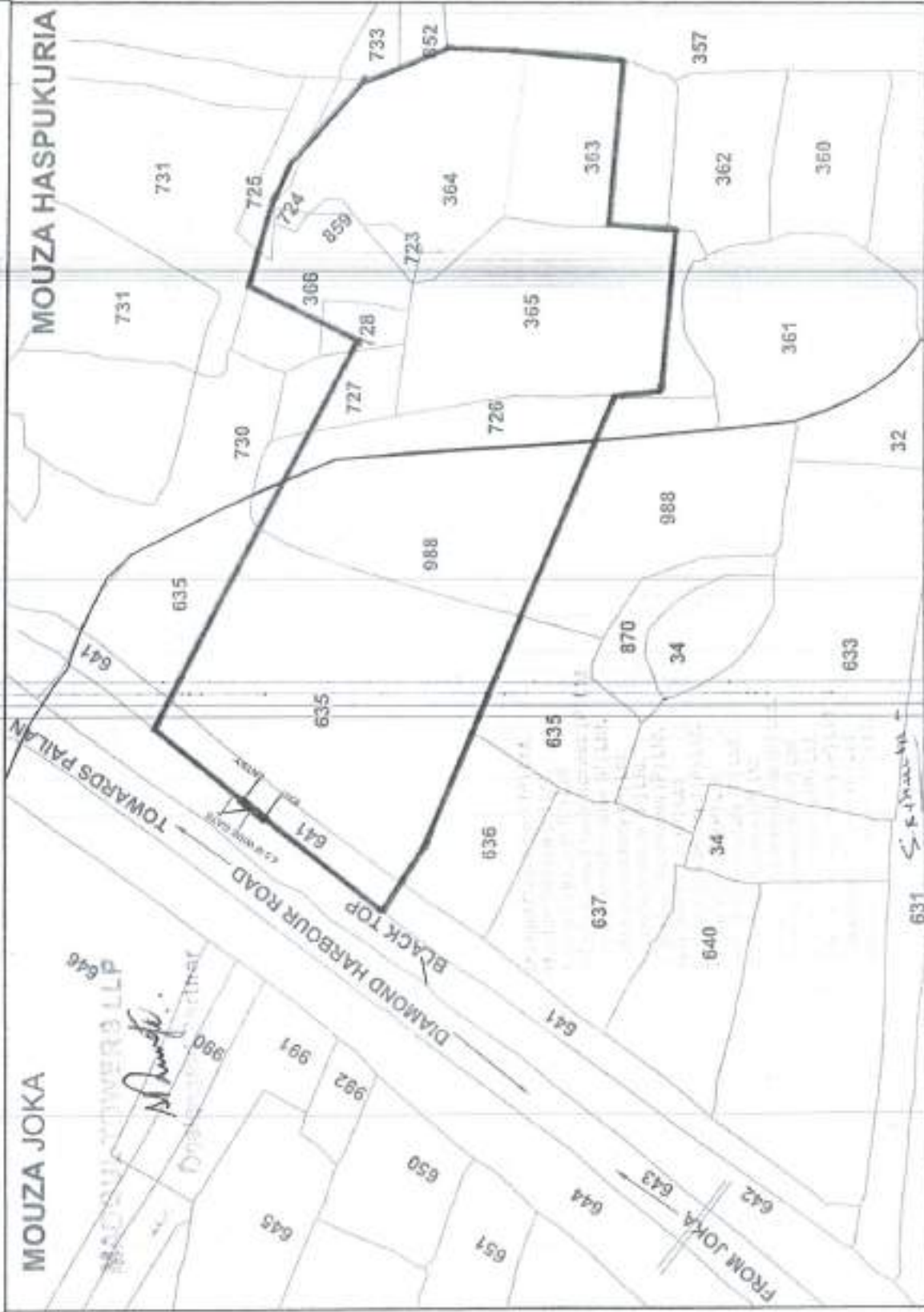
<i>Finger prints of the executant</i>					
					
	Little	Ring	Middle (Left	Fore Hand)	Thumb
	Thumb	Fore	Middle (Right	Ring Hand)	Little

MADGUL DEVELOPERS PVT. LTD

SITE PLAN OF MOUZA MAP : MOUZA JOKA AND MOUZA HANSPUKURIA
PREMISES NO. 24 DIAMOND HARBOUR ROAD, KOLKATA LAND AREA : 2.235 ACRES

MOUZA JOKA

MOUZA HANSPUKURIA



MADGUL DEVELOPERS LLP 646
Md. Ananta
DIRECTOR

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

Id No.: 19-201617-001390826-1

Payment Mode Online Payment

BRN Date: 18/07/2016 16:53:34

Bank : AXIS Bank

BRN : 18843474

BRN Date: 18/07/2016 05:08:37

DEPOSITOR'S DETAILS

Id No. : 19010000927560/3/2016

[Query No./Query Year]

Name : SURESH MINTRI

Contact No. :

Mobile No. : +91 9830998753

E-mail : suresh@runga.com

Address :

20, BALLYGUNGE CIRCULAR ROAD, KOLKATA - 700019

Applicant Name : Mr Suresh Kumar Mintri

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement
Payment No 3

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19010000927560/3/2016	Property Registration- Registration Fees	0030-03-104-001-16	41901
2	19010000927560/3/2016	Property Registration- Stamp duty	0030-02-103-003-02	74971

Total

116872

In Words : Rupees One Lakh Sixteen Thousand Eight Hundred Seventy Two only




 भारत गणराज्य
 INDIA
 ELECTION COMMISSION OF INDIA
 IDENTITY CARD

AZC1187467



Name in Hindi: राजेश महाराज
 Name in English: Rajesh Maharaj
 Doctor's Name: Rajesh Maharaj

Name in Hindi: राजेश महाराज
 Name in English: Rajesh Maharaj
 Father's Name: Nandhar Maharaj

Sex: पुरुष
 Sex: Male
 Date of Birth: XXXX/1995

Rajesh Maharaj

AZC1187467

PIN: 843216
 House No: 843216
 Street: 843216
 Locality: 843216
 District: 843216

Address: 843216
 Town/Village: 843216
 Area: 843216
 Dist: SITAPUR
 PIN: 843216

Issue Date: 05/03/2018

For any change in details
 please apply to the
 Returning Officer of Electoral Registration
 Office (O) Ballari Constituency
 Ballari, District of Ballari, Karnataka
 For any change in details, please fill out
 the relevant form for including your name
 in the roll at the changed address and to obtain
 the roll with the same number.

Seller, Buyer and Property Details

Land Lord & Developer Details

Presentant Details

SL No.	Name, Address, Photo, Finger print and Signature of Presentant		
1	<p>Mr Suresh Kumar Mintri 66B, Jatin Das Road, P.O:- Sarat Bose Road, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029</p>	 20/07/2016 2:54:50 PM	 LTI 20/07/2016 2:55:07 P
		 20/07/2016 2:58:44 PM	

Land Lord Details

SL No.	Name, Address, Photo, Finger print and Signature
1	<p>MANJU VYAPAAR PRIVATE LIMITED Diamond Harbour Road, P.O:- Amgachi, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 PAN No. AAFCM2322M,; Status : Organization</p>
2	<p>FAIRPLAN VINIMAY PRIVATE LIMITED Diamond Harbour Road, P.O:- Amgachi, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 PAN No. AABCF4049C,; Status : Organization</p>
3	<p>EXCLUSIVE COMMOTRADE PRIVATE LIMITED Diamond Harbour Road, P.O:- Amgachi, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 PAN No. AACCE0612R,; Status : Organization</p>
4	<p>SHREEPARNA SUPPLIERS PRIVATE LIMITED Diamond Harbour Road, P.O:- Amgachi, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 PAN No. AAMCS4220R,; Status : Organization</p>
5	<p>SHREEPARNA VINIMAY PRIVATE LIMITED Diamond Harbour Road, P.O:- Amgachi, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 PAN No. AAMCS4223N,; Status : Organization</p>



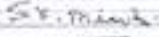
Land Lord Details

Name, Address, Photo, Finger print and Signature



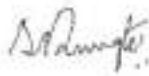
6	<p>INSTYLE DISTRIBUTORS PRIVATE LIMITED Diamond Harbour Road, P.O:- Amgachi, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 PAN No. AABC19643R,; Status : Organization</p>
7	<p>TUMBLER MARKETING PRIVATE LIMITED Diamond Harbour Road, P.O:- Amgachi, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 PAN No. AADCT0407E,; Status : Organization</p>
8	<p>MADGUL VYAPAAR PRIVATE LIMITED Diamond Harbour Road, P.O:- Amgachi, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 PAN No. AADCR6547H,; Status : Organization</p>
9	<p>EVERNEW VINCOM PRIVATE LIMITED Diamond Harbour Road, P.O:- Amgachi, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 PAN No. AACCE0554G,; Status : Organization</p>
10	<p>BLUEVIEW MERCHANTS PRIVATE LIMITED Diamond Harbour Road, P.O:- Amgachi, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 PAN No. AADCB5740L,; Status : Organization</p>
11	<p>BESTVIEW VINIMAY PRIVATE LIMITED Diamond Harbour Road, P.O:- Amgachi, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 PAN No. AADCB5739P,; Status : Organization</p>
12	<p>SKIPPER MERCHANDISE PRIVATE LIMITED Diamond Harbour Road, P.O:- Amgachi, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 PAN No. AAMCS3871J,; Status : Organization</p>
13	<p>ZENSTAR COMMERCIAL PRIVATE LIMITED Diamond Harbour Road, P.O:- Amgachi, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 PAN No. AAACZ3479R,; Status : Organization</p>
14	<p>MAHIMA TIE-UP PRIVATE LIMITED Diamond Harbour Road, P.O:- Amgachi, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 PAN No. AAFCM7481B,; Status : Organization</p>
15	<p>HAPPY HOME FISCAL SERVICE PRIVATE LIMITED 12, Lindsay Street, P.O:- New Market, P.S:- New Market, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700087 PAN No. AAACH6663B,; Status : Organization</p>
16	<p>MAYFAIR GARDEN PRIVATE LIMITED 20 Ballygunge Circular Road, P.O:- Bullygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019 PAN No. AABCM9029M,; Status : Organization</p>

Land Lord Details

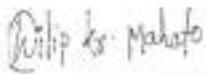
Name, Address, Photo, Finger print and Signature

No.	Name, Address, Photo, Finger print and Signature		
17	SUVARN APARTMENTS PRIVATE LIMITED 20 Ballygunge Circular Road, P.O:- Bullygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019 PAN No. AADCS6717J.; Status : Organization		
18	LANSDOWNE TOWERS PRIVATE LIMITED 20 Ballygunge Circular Road, P.O:- Bullygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019 PAN No. AAACL5000G.; Status : Organization		
19	MADGUL DEVELOPERS PRIVATE LIMITED 20 Ballygunge Circular Road, P.O:- Bullygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019 PAN No. AABCM9030A.; Status : Organization; Represented by their (1-19 representative as given below:-		
1-19 (1)	Mr Suresh Kumar Mintri 66B, Jatin Das Road, P.O:- Sarat Bose Road, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. ADQPM9484M.; Status : Representative; Date of Execution : 14/07/2016; Date of Admission : 20/07/2016; Place of Admission of Execution : Office	 20/07/2016 2:54:50 PM	 LTI 20/07/2016 2:55:07 P
		 20/07/2016 2:58:44 PM	

Developer Details

SL No.	Name, Address, Photo, Finger print and Signature		
1	<p>MADGUL TOWERS LLP 24, Diamond Harbour Road, P.O:- Amgachi, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 PAN No. ABCFM9260B,; Status : Organization; Represented by representative as given below:-</p>		
1(1)	<p>Mr Santosh Kumar Rungta 20 Ballygunge Circular Road, P.O:- Bullygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ADAPR3669P,; Status : Representative; Date of Execution : 14/07/2016; Date of Admission : 20/07/2016; Place of Admission of Execution : Office</p>	 20/07/2016 2:57:52 PM	 LTI 20/07/2016 2:57:42 P
		 20/07/2016 2:58:10 PM	

B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	<p>Mr Dileep Mahato (Alias Name: Mr Dilip Kumar Mahato) Son of Late N Mahato Zava Tola, P.O:- Tariyani Chapra, P.S:- BELSAND, District:-Sitamarhi, Bihar, India, PIN - 843316 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India,</p>	<p>Mr Suresh Kumar Mintri, Mr Santosh Kumar Rungta</p>	 20/07/2016 2:59:18 PM

C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Def

Land Details

No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Diamond Harbour Road, Road Zone : (Premises located on DH Road, but not in Wards 119-121, 123-126, 128, 130-132 --),	(Premises located on DH Road, but not in Wards 119-121, 123-126, 128, 130-132 --)	133 Katha 12 Chatak 36 Sq Ft	0/-	26,76,00,086/-	Proposed Use: Basti Property is Road

Structure Details

Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
F1	Floor No: 1	5000 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Ext: of Completion: Complete
S1	On Land L1	5000 Sq Ft.	0/-	37,50,000/-	Structure Type: Structure

Transfer of Property from Land Lord to Developer

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)

Transfer of Property from Land Lord to Developer

	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	MANJU VYAPAAR PRIVATE LIMITED	MADGUL TOWERS LLP	11.5904	5.25
	FAIRPLAN VINIMAY PRIVATE LIMITED	MADGUL TOWERS LLP	11.5904	5.25
	EXCLUSIVE COMMOTRADE PRIVATE LIMITED	MADGUL TOWERS LLP	11.5904	5.25
	SHREEPARNA SUPPLIERS PRIVATE LIMITED	MADGUL TOWERS LLP	11.5904	5.25
	SHREEPARNA VINIMAY PRIVATE LIMITED	MADGUL TOWERS LLP	11.5904	5.25
	INSTYLE DISTRIBUTORS PRIVATE LIMITED	MADGUL TOWERS LLP	11.5904	5.25
	TUMBLER MARKETING PRIVATE LIMITED	MADGUL TOWERS LLP	11.5904	5.25
	MADGUL VYAPAAR PRIVATE LIMITED	MADGUL TOWERS LLP	11.5904	5.25
	EVERNEW VINCOM PRIVATE LIMITED	MADGUL TOWERS LLP	11.5904	5.25
	BLUEVIEW MERCHANTS PRIVATE LIMITED	MADGUL TOWERS LLP	11.5904	5.25
	BESTVIEW VINIMAY PRIVATE LIMITED	MADGUL TOWERS LLP	11.5904	5.25
	SKIPPER MERCHANDISE PRIVATE LIMITED	MADGUL TOWERS LLP	11.5904	5.25
	ZENSTAR COMMERCIAL PRIVATE LIMITED	MADGUL TOWERS LLP	11.5904	5.25
	MAHIMA TIE-UP PRIVATE LIMITED	MADGUL TOWERS LLP	11.5904	5.25
	HAPPY HOME FISCAL SERVICE PRIVATE LIMITED	MADGUL TOWERS LLP	11.5904	5.25
	MAYFAIR GARDEN PRIVATE LIMITED	MADGUL TOWERS LLP	11.5904	5.25
	SUVARN APARTMENTS PRIVATE LIMITED	MADGUL TOWERS LLP	11.5904	5.25
	LANSDOWNE TOWERS PRIVATE LIMITED	MADGUL TOWERS LLP	11.5904	5.25
	MADGUL DEVELOPERS PRIVATE LIMITED	MADGUL TOWERS LLP	12.1424	5.5

Transfer of Property from Land Lord to Developer

No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
S1	BESTVIEW VINIMAY PRIVATE LIMITED	MADGUL TOWERS LLP	262.5 Sq Ft	5.25
	BLUEVIEW MERCHANTS PRIVATE LIMITED	MADGUL TOWERS LLP	262.5 Sq Ft	5.25
	EVERNEW VINCOM PRIVATE LIMITED	MADGUL TOWERS LLP	262.5 Sq Ft	5.25
	EXCLUSIVE COMMOTRADE PRIVATE LIMITED	MADGUL TOWERS LLP	262.5 Sq Ft	5.25
	FAIRPLAN VINIMAY PRIVATE LIMITED	MADGUL TOWERS LLP	262.5 Sq Ft	5.25
	HAPPY HOME FISCAL SERVICE PRIVATE LIMITED	MADGUL TOWERS LLP	262.5 Sq Ft	5.25
	INSTYLE DISTRIBUTORS PRIVATE LIMITED	MADGUL TOWERS LLP	262.5 Sq Ft	5.25
	LANSDOWNE TOWERS PRIVATE LIMITED	MADGUL TOWERS LLP	262.5 Sq Ft	5.25
	MADGUL DEVELOPERS PRIVATE LIMITED	MADGUL TOWERS LLP	275 Sq Ft	5.5
	MADGUL VYAPAAR PRIVATE LIMITED	MADGUL TOWERS LLP	262.5 Sq Ft	5.25
	MAHIMA TIE-UP PRIVATE LIMITED	MADGUL TOWERS LLP	262.5 Sq Ft	5.25
	MANJU VYAPAAR PRIVATE LIMITED	MADGUL TOWERS LLP	262.5 Sq Ft	5.25
	MAYFAIR GARDEN PRIVATE LIMITED	MADGUL TOWERS LLP	262.5 Sq Ft	5.25
	SHREEPARNA SUPPLIERS PRIVATE LIMITED	MADGUL TOWERS LLP	262.5 Sq Ft	5.25
	SHREEPARNA VINIMAY PRIVATE LIMITED	MADGUL TOWERS LLP	262.5 Sq Ft	5.25
	SKIPPER MERCHANDISE PRIVATE LIMITED	MADGUL TOWERS LLP	262.5 Sq Ft	5.25
	SUVARN APARTMENTS PRIVATE LIMITED	MADGUL TOWERS LLP	262.5 Sq Ft	5.25
	TUMBLER MARKETING PRIVATE LIMITED	MADGUL TOWERS LLP	262.5 Sq Ft	5.25

Transfer of Property from Land Lord to Developer

No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
	ZENSTAR COMMERCIAL PRIVATE LIMITED	MADGUL TOWERS LLP	262.5 Sq Ft	5.25

D. Applicant Details**Details of the applicant who has submitted the requisition form**

Applicant's Name	Suresh Kumar Mintri
Address	66B, Jatin Das Road, Thana : Lake, District : South 24-Parganas, WEST BENGAL, PIN - 700029
Applicant's Status	Buyer/Claimant

Office of the A.R.A. - I KOLKATA, District: Kolkata
Endorsement For Deed Number : I - 190105418 / 2016

Query No/Year 19010000927560/2016 Serial no/Year 1901005195 / 2016
Deed No/Year I - 190105418 / 2016
Transaction [0110] Sale, Development Agreement or Construction agreement
Name of Presentant Mr Suresh Kumar Mintri Presented At Office
Date of Execution 14-07-2016 Date of Presentation 20-07-2016

Remarks

On 16/07/2016

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. 27,13,50,086/-

(Sujan Kumar Maity)

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
Kolkata, West Bengal

On 20/07/2016

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 41,901/- (B = Rs 41,789/- ,E = Rs 28/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 41,901/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

1. Rs. 41,901/- is paid, by online on 18/07/2016 5:08AM with Govt. Ref. No. 192016170013908261 on 18-07-2016, Bank: AXIS Bank (UTIB0000005), Ref. No. 18843474 on 18/07/2016, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,071/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 74,971/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

1. Rs. 74,971/- is paid, by online on 18/07/2016 5:08AM with Govt. Ref. No. 192016170013908261 on 18-07-2016, Bank: AXIS Bank (UTIB0000005), Ref. No. 18843474 on 18/07/2016, Head of Account 0030-02-103-003-02

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

Presented for registration at 13:50 hrs on : 20/07/2016, at the Office of the A.R.A. - I KOLKATA by Mr Suresh Kumar Mintri ,,

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

Execution is admitted on 20/07/2016 by

1. Mr Suresh Kumar Mintri Authorised Signatory, MANJU VYAPAAR PRIVATE LIMITED, Diamond Harbour Road, P.O:- Amgachi, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 Mr Suresh Kumar Mintri, Son of Mr Braja Mohan, 66B, Jatin Das Road, P.O: Sarat Bose Road, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, By caste Hindu, By profession Service
2. Mr Suresh Kumar Mintri Authorised Signatory, FAIRPLAN VINIMAY PRIVATE LIMITED, Diamond Harbour Road, P.O:- Amgachi, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 Mr Suresh Kumar Mintri, Son of Mr Braja Mohan, 66B, Jatin Das Road, P.O: Sarat Bose Road, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, By caste Hindu, By profession Service
3. Mr Suresh Kumar Mintri Authorised Signatory, EXCLUSIVE COMMOTRADE PRIVATE LIMITED, Diamond Harbour Road, P.O:- Amgachi, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 Mr Suresh Kumar Mintri, Son of Mr Braja Mohan, 66B, Jatin Das Road, P.O: Sarat Bose Road, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, By caste Hindu, By profession Service
4. Mr Suresh Kumar Mintri Authorised Signatory, SHREEPARNA SUPPLIERS PRIVATE LIMITED, Diamond Harbour Road, P.O:- Amgachi, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 Mr Suresh Kumar Mintri, Son of Mr Braja Mohan, 66B, Jatin Das Road, P.O: Sarat Bose Road, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, By caste Hindu, By profession Service
5. Mr Suresh Kumar Mintri Authorised Signatory, SHREEPARNA VINIMAY PRIVATE LIMITED, Diamond Harbour Road, P.O:- Amgachi, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 Mr Suresh Kumar Mintri, Son of Mr Braja Mohan, 66B, Jatin Das Road, P.O: Sarat Bose Road, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, By caste Hindu, By profession Service
6. Mr Suresh Kumar Mintri Authorised Signatory, INSTYLE DISTRIBUTORS PRIVATE LIMITED, Diamond Harbour Road, P.O:- Amgachi, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 Mr Suresh Kumar Mintri, Son of Mr Braja Mohan, 66B, Jatin Das Road, P.O: Sarat Bose Road, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, By caste Hindu, By profession Service
7. Mr Suresh Kumar Mintri Authorised Signatory, TUMBLER MARKETING PRIVATE LIMITED, Diamond Harbour Road, P.O:- Amgachi, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 Mr Suresh Kumar Mintri, Son of Mr Braja Mohan, 66B, Jatin Das Road, P.O: Sarat Bose Road, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, By caste Hindu, By profession Service
8. Mr Suresh Kumar Mintri Authorised Signatory, MADGUL VYAPAAR PRIVATE LIMITED, Diamond Harbour Road, P.O:- Amgachi, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 Mr Suresh Kumar Mintri, Son of Mr Braja Mohan, 66B, Jatin Das Road, P.O: Sarat Bose Road, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, By caste Hindu, By profession Service
9. Mr Suresh Kumar Mintri Authorised Signatory, EVERNEW VINCOM PRIVATE LIMITED, Diamond Harbour Road, P.O:- Amgachi, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 Mr Suresh Kumar Mintri, Son of Mr Braja Mohan, 66B, Jatin Das Road, P.O: Sarat Bose Road, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, By caste Hindu, By profession Service
10. Mr Suresh Kumar Mintri Authorised Signatory, BLUEVIEW MERCHANTS PRIVATE LIMITED, Diamond Harbour Road, P.O:- Amgachi, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 Mr Suresh Kumar Mintri, Son of Mr Braja Mohan, 66B, Jatin Das Road, P.O: Sarat Bose Road, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, By caste Hindu, By profession Service

11. Mr Suresh Kumar Mintri Authorised Signatory, BESTVIEW VINIMAY PRIVATE LIMITED, Diamond Harbour Road, P.O:- Amgachi, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 Mr Suresh Kumar Mintri, Son of Mr Braja Mohan, 66B, Jatin Das Road, P.O: Sarat Bose Road, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, By caste Hindu, By profession Service
12. Mr Suresh Kumar Mintri Authorised Signatory, SKIPPER MERCHANDISE PRIVATE LIMITED, Diamond Harbour Road, P.O:- Amgachi, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 Mr Suresh Kumar Mintri, Son of Mr Braja Mohan, 66B, Jatin Das Road, P.O: Sarat Bose Road, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, By caste Hindu, By profession Service
13. Mr Suresh Kumar Mintri Authorised Signatory, ZENSTAR COMMERCIAL PRIVATE LIMITED, Diamond Harbour Road, P.O:- Amgachi, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 Mr Suresh Kumar Mintri, Son of Mr Braja Mohan, 66B, Jatin Das Road, P.O: Sarat Bose Road, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, By caste Hindu, By profession Service
14. Mr Suresh Kumar Mintri Authorised Signatory, MAHIMA TIE-UP PRIVATE LIMITED, Diamond Harbour Road, P.O:- Amgachi, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 Mr Suresh Kumar Mintri, Son of Mr Braja Mohan, 66B, Jatin Das Road, P.O: Sarat Bose Road, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, By caste Hindu, By profession Service
15. Mr Suresh Kumar Mintri Authorised Signatory, HAPPY HOME FISCAL SERVICE PRIVATE LIMITED, 12, Lindsay Street, P.O:- New Market, P.S:- New Market, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700087 Mr Suresh Kumar Mintri, Son of Mr Braja Mohan, 66B, Jatin Das Road, P.O: Sarat Bose Road, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, By caste Hindu, By profession Service
16. Mr Suresh Kumar Mintri Authorised Signatory, MAYFAIR GARDEN PRIVATE LIMITED, 20 Ballygunge Circular Road, P.O:- Bullygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019 Mr Suresh Kumar Mintri, Son of Mr Braja Mohan, 66B, Jatin Das Road, P.O: Sarat Bose Road, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, By caste Hindu, By profession Service
17. Mr Suresh Kumar Mintri Authorised Signatory, SUVARN APARTMENTS PRIVATE LIMITED, 20 Ballygunge Circular Road, P.O:- Bullygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019 Mr Suresh Kumar Mintri, Son of Mr Braja Mohan, 66B, Jatin Das Road, P.O: Sarat Bose Road, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, By caste Hindu, By profession Service
18. Mr Suresh Kumar Mintri Authorised Signatory, LANSDOWNE TOWERS PRIVATE LIMITED, 20 Ballygunge Circular Road, P.O:- Bullygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019 Mr Suresh Kumar Mintri, Son of Mr Braja Mohan, 66B, Jatin Das Road, P.O: Sarat Bose Road, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, By caste Hindu, By profession Service
19. Mr Suresh Kumar Mintri Authorised Signatory, MADGUL DEVELOPERS PRIVATE LIMITED, 20 Ballygunge Circular Road, P.O:- Bullygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019 Mr Suresh Kumar Mintri, Son of Mr Braja Mohan, 66B, Jatin Das Road, P.O: Sarat Bose Road, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, By caste Hindu, By profession Service
- Indetified by Mr Dileep Mahato, Alias Mr Dilip Kumar Mahato, Son of Late N Mahato, Zava Tola, P.O: Tariyani Chapra, Thana: BELSAND, , Sitamarhi, BIHAR, India, PIN - 843316, By caste Hindu, By Profession Service

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

Execution is admitted on 20/07/2016 by

Mr Santosh Kumar Rungta Partner, MADGUL TOWERS LLP, 24, Diamond Harbour Road, P.O:- Amgachi, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 Mr Santosh Kumar Rungta, Son of Late Tribeni Prasad Rungta, 20 Ballygunge Circular Road, P.O: Bullygunge, Thana: Bullygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700019. By caste Hindu, By profession Business

Indetified by Mr Dileep Mahato, Alias Mr Dilip Kumar Mahato, Son of Late N Mahato, Zava Tola, P.O: Tariyani Chapra, Thana: BELSAND, , Sitamarhi, BIHAR, India, PIN - 843316, By caste Hindu, By Profession Service

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,071/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 74,971/-

Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 31652, Purchased on 06/06/2016, Vendor named Suranjan Mukherjee.



(Sujan Kumar Maity)

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - I KOLKATA

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2016, Page from 182717 to 182765

being No 190105418 for the year 2016.



Digitally signed by SUJAN KUMAR
MAITY

Date: 2016.07.22 10:57:47 +05:30

Reason: Digital Signing of Deed.

Sujan Kumar Maity

(Sujan Kumar Maity) 22/07/2016 10:57:45
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
West Bengal.

(This document is digitally signed.)

DATED THIS 14TH DAY OF JULY 2016

BETWEEN

MANJU VYAPAAR PRIVATE LIMITED
& ORS.

... OWNERS

AND

MADGUL TOWERS LLP

... DEVELOPER

AGREEMENT

DSP LAW ASSOCIATES
ADVOCATES
4D, NICCO HOUSE,
1B & 2 HARE STREET,
KOLKATA - 700001