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05 FEB 2016

No.....Rs. 100/- Date....

Name:-.....

Address:-.....

Vendor:-.....

Alipur Collectorate, 24 Pgs. (S)
SUBHANKAR DAS
STAMP VENDOR
Alipur Police Court, Koi - 27

B. C. LAHIRI
Advocate
ALIPUR JUDGE COURT
KOL-27

Ram Narain Agnihotri

1589



For SRIJAN REALTY PRIVATE LIMITED

Ram Narain Agnihotri
Director / Authorized Signatory

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DECORATIVE STONE (INDIA) PVT. LTD.

Ravandeep Singh
Authorized Signatory

Savij Kumar Ram
Shri A. K. Ram
Alipur Police Court
Koi-27

①- 3088 / 2016



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

V 450640

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this the 16th day of May Two Thousand and Sixteen BETWEEN DECORATIVE STONE INDIA PRIVATE LIMITED (PAN AAACD9630J) a Company incorporated under the Companies Act, 1956 having its registered office at 14, Bentinck Street, P.O. Bentinck Street, P.S Burrobazar, Kolkata - 700001, represented by its Director, Sri Pawandeep Singh Soni, son of Late Amarjeet Singh Soni, hereinafter referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their successor and/or successors-in-interest and assigns) of the **ONE PART**,


AND verified that the document is authentic
a registration, the signature sheets and
the endorsement sheets attached with
the document are part of this document.

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SRIJAN REALTY PRIVATE LIMITED (PAN AAHCS6112K) a Company incorporated under the Companies Act having its regd. Office at 36/1A, Elgin Road, P.O Elgin Road, P.S. Bhawanipore, Kolkata – 700 020 represented by Sri Ram Naresh Agarwal, son of Late N.K.Agarwal, Director, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors-in-interest and assigns) of the **OTHER PART**.

"Parties" shall mean collectively the Owners and the Developer and **"Party"** means each of the Owners and the Developer individually.

W H E R E A S:-

- A. The Owners whose details of title documents are set out in the Tenth SCHEDULE hereunder are presently seized and possessed of or otherwise well and sufficiently entitled to All That the pieces and parcel of land containing an area of 772 decimal equivalent of 23. Bighas be the same a little more or less situate lying at various R.S and L.R Dags of Mouza Amtala (J.L.No 73) Pargana Azimabad, Touzi No. 395, R.S No.14, A.D.S.R Bishnupur, Police Station Bishnupur, under Bishnupur-2 Panchayat in the District of South 24 Parganas more fully and particularly described in the First Schedule (hereinafter referred to as the Said Acquired Land).
- B. The Owners are also in the process of purchasing land measuring 286.5 decimal equivalent of 9 Bighas more or less in close contiguity with the Said Acquired Land which is intended to be part of development , more fully and particularly described in the Second Schedule (hereinafter referred to as the Said Additional Land). In addition to the aforementioned, if the owners purchase further land in this Mouza it shall be part of this JDA.



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- C. The Said Acquired Land and the said Additional Land are collectively containing the area of 32 Bighas be the same a little more or less more fully and particularly described in Third Schedule hereunder written and shown in the map or plan annexed hereto and bordered 'RED' thereon (hereinafter referred to as the Said Project Land).
- D. There is a 28' (feet) wide road starting from the Diamond Harbour Road on the western side of the said Project land passing over several Dags permitting access to and from the Diamond Harbour Road upto the Said Project Land over land measuring 736 decimal more or less which is partly completed more fully described in **Fourth Schedule** hereunder written and shown in the map or plan annexed hereto and bordered 'Red' thereon over which the Owners after completing the road lay-out, have agreed to grant the rights of easement unto and in favour of the Developer initially for the purpose of development of the said Project land and later to the subsequent transferees of the housing complex after completion of the building project, hereinafter referred to as the said **APPROACH ROAD**.
- E. The Owners shall offer each Dag in its entirety for the purpose of development and in the event the Owners are not in a position to offer the entirety of any Dag in such case the Owners shall first demarcate physically and also legally by metes and bounds that part of the Dag which is offered for development.
- F. The Owners had earlier entered into a Development Agreement **dated 27th July 2015** with the Developer herein but due to several changes in the scheme of development, the parties decided to enter into a revised Development Agreement in supersession of the earlier agreement.
- G. The Owners, based on the assurances and representations of the Developer regarding its expertise and competence to undertake the development and Completion of the Project, have agreed to enter into a development agreement and the Developer based on the representations of the Owners regarding its title, have agreed to accept



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the Development Rights (*as defined hereinafter*), by and under this Agreement and the Parties are entering into this Agreement to record their understanding with respect to the terms and conditions for such development of the said Project Land by the Developer constructing thereupon modern multi use fully featured building complex having primarily residential with provision for commercial mercantile/ multipurpose buildings and the Project by.

H. The parties have mutually agreed and framed a Scheme for development of the said Project Land as follows:-

a) The Owner shall do or cause to be done all deeds and things at its costs and expenses to satisfy the Developer as to the title of the Owner to the said Acquired land and also in respect of the Said Additional Land after acquiring the same.

b) The Owner has already mutated in its name both in the Land Reforms Record of Rights and also in the record of the Panchayat a substantial portion of the said Acquired Land and the Owner will be responsible to get the balance portion of the said Project Land duly mutated in its name both in the Land Reforms Record of Rights and also in the record of the Panchayat.

c) The Owner shall get the said Project Land converted to 'Bastu' in the records of the BL&LRO at the cost and expenses of the Developer.

d) The Owner shall at their own costs and expenses hand over vacant and peaceful possession of the said Land immediately on execution of this Agreement and the Said Additional Land immediately after purchase for the purpose of development unto the Developers and shall execute an agreement for easement right of from and over the Approach road described in Fourth Schedule within a period of 15 days from the execution of this Agreement.

e) The Owner shall at their own costs and expenses make out marketable title, free from all encumbrances and hand over vacant and peaceful possession of the said Land immediately after execution of this Agreement and also the Additional Land after its purchase, for the purpose of development unto the Developers and shall answer all requisitions that may be made either by the Developers or their Advocates.



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f) The Owners shall be responsible to level/ fill up the entirety of Said Project Land upto the level corresponding to the present land level of Dag Nos. 978, 979, 981, 982 & 985 which are on an average 18 inches higher than the other dags in the Said Project land.

g) The owner shall within 60 days of this agreement, cause & complete the Amin Survey with identification post / pillar (khuti) and submit a survey drawing with dimension and measurement to enable the developer to commence erection of boundary wall/ fencing.

h) The Owner shall also be responsible for any litigation related to the title of the Owner to the said Land and shall bear all costs associated in that respect up to the date of Completion of the Project.

i) The entire project would be developed by the Developer at their own costs and expenses and shall be solely liable to do all acts deeds and things relating to planning of the project, preparation of the Building plans and obtaining all permissions from the competent authorities and clearances and no objection certificates for construction and marketing of the project and construction of the building complex project and making the same fit for construction, habitation and marketing and providing insurance during the entire period of construction and warranty and defect liability for at least one year from the statutory completion certificate for the respective block and the Owner shall be kept fully saved harmless and indemnified in respect thereof.


j) The Developer shall always remain liable or responsible to comply with its obligations and/or commitments towards the Owner under this agreement, whatever method of development it may adopt in future.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this agreement and other good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, the parties with the intent to be legally bound this agreement witnesseth and it is hereby agreed by and between the parties as follows:

1. DEFINITIONS:

Unless in this agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings:-




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ADVOCATES – shall mean **VICTOR MOSES & CO.**, Solicitors & Advocates, Temple Chambers, 6, Old Post Office Street, Kolkata – 700 001.

AFFILIATE shall mean with respect to any person, any other person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such person;

AGREEMENT shall mean this Agreement along with all annexures and schedules attached hereto and all instruments supplemental to or in amendment or furtherance or confirmation of this Agreement, entered into in writing, in accordance with its terms, including the power of attorney;

APPLICABLE LAW shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;


ARCHITECT – shall be **Subir Basu and Associates** and/or any such person or persons who may be appointed by the Developers as the Architect for the Complex with prior written approval of the Owner.

ASSOCIATION – shall mean any company incorporated under the Companies Act, 1956 or any Association or any Syndicate or a Committee or registered Society as may be formed by Developers for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developers not inconsistent with the provisions and covenants herein contained.

CAR PARKING SPACE – shall mean all the spaces in the portions at the basement or ground floor level, whether open or covered, of the Complex expressed or intended to be reserved for parking of motor cars/scooters.

COMMON AREAS, FACILITIES AND AMENITIES – shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, overhead water tank, water pump and motor, drive-ways, common lavatories, Generator, transformer, Effluent Treatment Plant, Fire Fighting systems, rain water harvesting areas and other facilities in the Complex, which may be decided by the Developer in its absolute discretion and




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provided by the Developer, and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Complex Provided That the Developer shall be liable to provide the minimum areas, installations and facilities as are included in the **FIFTH SCHEDULE** hereunder written.

COMMON EXPENSES – shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose including those mentioned in the **SIXTH SCHEDULE** hereunder written which shall arise after obtaining Completion Certificate and to be contributed, borne, paid and shared by the transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge.

COMMON PURPOSES – shall mean and include the purpose of managing, maintaining and up keeping the Complex as a whole in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the transferees and/or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.


COMPLETION NOTICE – shall mean the possession notice as defined hereinafter.

COMPLEX – shall mean the residential building Complex with open areas to be constructed, erected and completed by the Developer in accordance with the Plan.

DEPOSITS/EXTRA CHARGES/TAXES (EDC) – shall mean the amounts specified in the **SEVENTH SCHEDULE** hereunder to be deposited/paid by transferees of the units to the Developer and also payable by the Owner and Developer for unsold portions of their allocations.

DEVELOPER'S ALLOCATION – shall mean the **81.5% (Eighty One point five percent)** of the total realization from sale of constructed areas of the Complex to comprise in various flats, units, apartments, and/or constructed spaces of the buildings to be constructed on the said Land **TOGETHER WITH** the share in the same proportion in car parking spaces (open and covered),




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more fully and particularly described in Parts – I of the **EIGHTH SCHEDULE** hereunder written **TOGETHER WITH** the undivided proportionate impartible part or share in the said Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space, and revenue generated therefrom and more particularly described in the **Fifth Schedule**.

DEVELOPMENT RIGHTS shall include (but not be limited to), *inter alia*, the right, power, entitlement, authority, sanction and permission to:

- (i) enter upon and take possession of the project land in accordance with this agreement for the purpose of development and construction of the project and to remain in such possession until the completion of the project;
- (ii) to demolish the existing structures on the project land;
- (iii) to put up a sign board at the Project site with brief description of the the impending Project to be developed with the Developer's name inscribed therein.
- (iv) appoint, employ or engage architect, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the planning, design, development and construction of the project;
- (v) to carry out planning, design, all the infrastructure and related work/ constructions for the project, including leveling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations, landscaping and all other common areas and facilities for the total built up area to be constructed on the project land as may be required by any approvals, layout plan, or order of any governmental authority; and to set up site offices, marketing offices and construct sample homes/ apartments/ units;
- (vi) to launch the project for booking and receive advances on sale of units in the project from the intending purchasers and to exercise full, exclusive and irrevocable marketing, leasing, licensing and sale rights in respect of the units and related undivided interests in the project land and enter into agreements of transfer with all intending purchasers of the units and on such marketing, leasing, licensing or sale, to receive proceeds and give receipts and hand over ownership, possession, use or occupation of the units to the



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intending purchasers;

- (vii) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the development rights and in connection with all the marketing, leasing, licensing or sale of the units, including execution/ registration of the unit agreements, appear and present for registration before the jurisdictional registrar or sub registrar towards registration of the documents for sale, lease or transfer of the units;
- (viii) manage the project land and the common areas constructed upon the project land till the completion of the project and transfer/ assign such right of maintenance upon formation of the association and to retain all benefits, consideration etc. accruing from such maintenance of the project

and handover the project to the association on its formation;

apply for and obtain any approvals in the name of owners or wherever required under the applicable law in the name of the developer, including

any temporary connections of water, electricity, drainage and sewerage in

the name of the owners for the purpose of development and construction and completion of the project or for any other exploitation of the development rights in the project as per this agreement;


- (ix) generally do any and all other acts, deeds and things that are ancillary or incidental for the exercise of the development rights, including any rights stated elsewhere in this agreement.

ENCUMBRANCE means any mortgage, lien, charge, non-disposal or other restrictive covenant or undertaking, right of pre-emption, easement, attachment or process of court, burdensome covenant or condition and/or any other arrangement which has the effect of constituting a charge or security interest or other third party interest or negative lien which could affect the construction and development and/or ownership of the Project;

ESCROW AGENT means the Developer's Advocate;

ESCROW AGREEMENT means the agreement entered into among the Owners, the Developer and the Escrow Agent;




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MAINTENANCE-IN-CHARGE – shall mean and include such agency or any outside agency to be appointed by the Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

MARKETING – shall mean selling, with any space in the complex to any transferee for owning and occupying any flat, unit, apartment, office block, show room, shop room and/or constructed space by the Developer for self and/or on behalf of the Owners in terms hereof.

NEW BUILDINGS - shall mean the new residential buildings in the Complex to be constructed, erected and completed in accordance with the Plan on the said land.

OWNERS' ALLOCATION – shall mean the **18.5% (Eighteen point five)** of the total realization from sale of constructed areas Saleable area of the Complex to comprise in various flats, units, apartments, and/or constructed spaces of the buildings to be constructed on the said Land **TOGETHER WITH** the share in the same proportion in car parking spaces (open and covered), more fully and particularly described in Part – II of the **Eighth Schedule** hereunder written **TOGETHER WITH** the undivided proportionate impartible part or share in the said Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space, revenue generated therefrom and more particularly described in the **Fifth Schedule**.

PLAN – shall mean the plan to be sanctioned by the concerned South 24 Parganas Zilla Parishad or any other sanctioning authority as the case may be Together With all modifications and/or alterations thereto and/or revisions thereof from time to time made or to be made by the Developer either under advice or on the recommendation of the Architect or agreed upon between the parties from time to time and approved by the sanctioning authorities.

PROPORTIONATE OR PROPORTIONATELY – according to the context shall mean the proportion in which the revenue from the sale of space and/or spaces , as the case may be, shall be shared between the owners and the Developer.

REIMBURSABLE COSTS - means all costs and expenses as are required to be paid by the Owners such as any external development charges/ infrastructure development charges/ license fees and charges as may be



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payable to the Governmental Authorities; any service tax, VAT or any other present or future taxes/ cess or any other statutory or government levies or fees/ charges on development, construction or sale/transfer of any Units or otherwise on the Project levied or payable by the Developer, on account of (i) allotment/ allocation or handover of any unsold Units to the Owners; any electricity/ water or any other utility deposits; any moneys collected/ received or to be collected/ received from the Intending Purchasers for providing all facilities/ utilities including electricity, water, club amenities/ equipment etc.; any amount collected towards maintenance and/or contribution towards corpus fund, any amount received from the prospective Intending Purchasers towards legal charges, share money, society membership fees, stamp duty, registration fee, documentation charges for transfer of Unit(s) and other incidental and allied costs, expenses, of all deeds, documents, agreements, collected from the Intending Purchasers; any grants and/or subsidies to be received for or in connection or in relation with the development work of the Project from the Authorities concerned under any Governmental or statutory schemes; any payment which may be specifically stated elsewhere in this Agreement to be solely realised and appropriated by the Developer;

SAID PROJECT LAND – shall mean All That the piece and parcel of land measuring 32 Bighas equivalent of 1058.5 decimal at Mouja Amtala Police Station Bishnupur in the District of South 24 Parganas more fully and particularly mentioned and collectively described in the **THIRD SCHEDULE** .

SALE PROCEEDS - shall mean and include all amounts, considerations and receipts, whether one time or periodical, as may be received and collected from the Intending Purchasers for (a) transfer of the Unit(s) and proportional undivided interest in the Land to Intending Purchasers; (b) transfer of exclusive car park areas/ spaces; and (c) transfer of proportionate Common Areas and facilities; (d) leasing/ licensing/ renting of Unit(s) in the Project which are not transferred on outright sale basis; BUT shall not include any amounts received or collected by the Developer towards:

- (i) any service tax, VAT or any other present or future taxes/cess or any other statutory or government levies or fees/ charges on development, construction or sale/transfer of any Units or otherwise on the Project;
- (ii) any electricity/ water or any other utility deposits;
- (iii) any moneys collected/ received from the Purchasers for providing facilities/ utilities including electricity, water, club amenities/ equipment etc.;




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- (iv) any monies collected towards maintenance and/or contribution towards corpus fund, any amount received from the prospective Purchasers towards legal charges, share money, society membership fees, stamp duty, registration fee, documentation charges for transfer of Unit(s) and other incidental and allied costs, expenses, of all deeds, documents, agreements, collected from the prospective purchasers;;
- (v) all fitment charges, furniture, machineries, equipment, furnishing, tools, etc., if any, to be provided to in the Institutional Units;
- (vi) any grants and/or subsidies to be received for or in connection or in relation with the development work of the Project from the Authorities concerned under any Governmental or Statutory Schemes;
- (vii) any payment which may be specifically stated elsewhere in the Agreement to be solely realised and appropriated by the Developer; and
- (x) the Reimbursable Costs.

REALIZATION - shall mean the amounts realized from the sale of constructed spaces, signage spaces, car parking spaces, common areas arising from sale and transfer but excluding Extra Charges and Deposits


SAID SHARE – shall mean the undivided proportionate indivisible part or share in the said land attributable to either party's allocation as in the context would become applicable.

SIGNAGE SPACE – shall mean all signage and display spaces outside all Units/ spaces in the common areas of the commercial area, if any and the Complex and the exterior of the new buildings including the roofs, car parking area and the open areas of the new buildings as also the boundary walls of the Complex.

SPECIFICATION – shall mean the specification for the said Complex as mentioned in the **NINTH SCHEDULE** hereunder written subject to minor alterations or modifications with the consent of the Architect.

TITLE DEEDS – shall mean the documents of title of the Owners in respect of the said Owners' Land mentioned in the **TENTH SCHEDULE** hereunder written




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and the documents of title of the Owners as available in respect of the said Land.

TRANSFER – with its grammatical variations shall include transfer by possession and by other means adopted for effecting what is understood as a transfer of space in multi-storied building to the transferees thereof as per law.


TRANSFeree/PURCHASER – according to the context shall mean all the prospective or actual transferees who would agree to purchase or shall have purchased any Unit in the Complex and for all unsold Unit and/or Units in the Owners' allocation shall mean the Owners and for all unsold Unit and/or Units in the Developer's Allocation shall mean the Developer.

2. **INTERPRETATION:**

In this agreement save and except as otherwise expressly provided –

- i) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- ii) the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- iii) when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- iv) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- iv) the words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
- vi) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension




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or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.

- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated. all the aforesaid recitals shall form integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

3. **PURPOSE**

3.1 This Agreement is to set forth the terms and conditions with respect to and pertaining to the grant of the Development Rights by the Owners with respect to the Said Project Land in favour of the Developer, the nature of the Project to be developed by the Developer and the rights and obligations of the Parties towards the implementation of the Project.


3.2 The Parties shall extend all cooperation to each other and do all such acts and deeds that may be required to give effect to and accomplish the provisions and purposes of this Agreement. The Owners shall provide all assistance to the Developer that may be required by the Developer from time to time for the purpose of carrying out the transactions contemplated hereby.

3.3 If, for any reason whatsoever, any term contained in this Agreement cannot be performed or fulfilled, then save and except any other rights the Parties respectively may have against the other under this Agreement or in law, the Parties shall meet, explore and agree to any alternative solutions depending upon the changed circumstances, but keeping in view the spirit and objectives of this Agreement.

4. **OWNERS' REPRESENTATIONS:** The Owners have represented to the Developer as follows:-

- (a) The Owners trace their title successively from the C.S and R.S recorded owners right upto the L.R stage and possess clear, marketable, unfettered, absolute and unrestricted right, title and interest and pursuant thereto are seized and possessed of and well and sufficiently entitled to the Said land which is properly identified by metes and bounds in accordance with Mouza map as




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well as the Smart Plan . No person other than the Owner has any right, title and/or interest, of any nature whatsoever in the Said land or any part thereof and the Owners have made all payments to be made in terms of the sale deed/ documents under which the Said Land were acquired and there are no impediments, defaults, omissions or constraints whatsoever with regard to the rights, ownership, titles, estate, privileges and interests vesting in the Owner. All current and antecedent title documents have been duly registered and stamped at the correct valuation of the Said Land as required under law;

- (b) The Owners have full right, power and authority to enter into this Agreement.
- (c) The Owners represent that they have made all material disclosures in respect of the Said Land and have provided all information in relation to the transactions contemplated herein and all original documents of title of the Owner and all other title related documents such as Powers of Attorney, Wills, Probates, Letters of Administration, Heirship certificates, Faraznama and/or sworn affidavits affirming heirships and Court Order granting permission to Trusts enabling purchase or sale of land etc wherever necessary with regard to the chain of title are in its custody and the Owners agree to deposit the same in the custody of the Developer's Advocates, whom the parties have agreed to appoint as the Escrow Agent , to be held in Escrow and after formation of the Association, hand over the documents to the Association of Apartment owners. It is however agreed that if the Developers wishes to obtain Project Finance from any Bank or Financial Institution on the security of the said Project land by creation of mortgage in the manner provided in Clause 10.1(m), in such case the original title deeds will be kept with such Bank and/or Financial Institution during pendency of the loan.

For the purpose of due diligence by the Developer if any further documents are required, the Owners undertake to provide the same such as:

- (i) documents establishing Legal Heirship, Faraznama of the predecessors in title of the owners;
- (ii) any document establishing requisition of land whether subsequently acquired or not ;
- (iii) Copies of Powers of Attorney granted by predecessors in interest of the Owners.

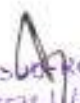


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- (d) The Owners further represents that no part of the Land is affected by the West Bengal Thika Tenancy (Acquisition & regulation) Act 2001
- (e) The Owners shall do or cause to be done all deeds and things at its costs and expenses to satisfy the Developer or its Advocates as to the title of the Owner to the said land and also in respect of the Additional land after its purchase and agree to ensure that no other person, acting under or through them, does, any act of commission or omission that (i) interferes with or causes any obstruction or hindrance in the exercise of any of the Development Rights by the Developer; or (ii) whereby the grant or assignment of the Development Rights or the rights of the Developer in respect of the Said Project Land are prejudicially affected. In the performance of their duties and the exercise of its rights, powers and authorities under this Agreement, the Owners shall act in the best interests of the Project and shall not, in any manner whatsoever do any act, deed or thing that is detrimental to or against the interests of the Developer.
- (f) The Owner shall apply for and obtain the mutation of the non mutated portions of the said land and the Additional land after its purchase in the names of the Owners at their cost and expenses.
- (g) The Owners further represents that neither they nor their predecessors held any excess vacant land within the meaning of Urban Land (Ceiling and Regulation) Act, 1976 and if required the Owner shall apply for and obtain necessary no objection certificate from the competent authority under the said Act at its cost and expenses.
- (h) The Owner shall obtain conversion of the said land to 'Vastu use' under the West Bengal Land Reforms Act at the cost and expenses of the Developer.
- (i) The Said Land and all parts of it are free from all kinds of Encumbrance and third party claims including any prior sale/ agreement to sell, lease/license/ allotment whether flat buyer agreement, plot buyer agreement or villa buyer agreement or any other agreement or memorandum of understanding for sale, booking of any plot, flat, apartment or any other space/ area gift, mortgage, tenancy, license, trust, exchange, lease, encroachment by or settled





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possession of a third party or any power of attorney or any other authority, oral or otherwise empowering any other person(s) to deal with the Said Land or any part thereof for any purpose whatsoever, claims, loan, surety, security, lien, court injunction, litigation, stay order, notices, charges, disputes, acquisition, attachment in the decree of any court, hypothecation, income tax or wealth tax attachment or any other registered or unregistered Encumbrance whatsoever. No part or portion of the Said Land has vested under any law in force and The Said Land is properly contiguous land and there are no impediments with regard to the development and construction of the Project on the Said Land;

- (j) The Owners are in absolute compliance of the Applicable Law, all statute, law, land ceiling laws, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration including rules and regulations prescribed by the Kolkata Improvement Trust (KIT) as well as the Land Use & Control Development Plan of the KMDA or WBHIDCO, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question as in effect as of the date of this Agreement;
- (k) There are no structures on the Said Land which are recorded as 'Heritage' Property.
- (l) The said land does not fall in a Zone having any military establishment within 500 meters
- (m) The Said Land does not fall under a forest zone.
- (n) That no suits and/or proceedings and/or litigations are pending in respect of the said Land or any part thereof and same is not involved in any civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature (whether relating to, directly or indirectly) are pending or threatened by or against Owners or in respect whereof Owners are liable to indemnify any person concerned and as far as the Owners are aware there are no facts likely to give rise to any such proceedings.
- (o) The Owners further represent if any dispute arises in future the Owner shall be responsible for any litigation related to their title to





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the said Project land and in that event, the Owners shall, at their own costs and expenses, settle all disputes, claims, demands, suits, complaints, litigation, etc. in relation to the right, title and interest of the Owners over the Said Project Land and ensure that the development and construction of the Project by the Developer shall not be interrupted, obstructed, hampered or delayed in any manner by such disputes, claims, demands, suits, complaints, litigation, etc. Further, the Owners agree and acknowledge that in the event the Developer incurs any costs, expenses,

- (p) damages etc. to rectify or remedy the title of the Owners to the Said Project Land, it shall be entitled to deduct such incurred amounts from the Owners' Allocation with interest.
- (q) The Owners represent that they shall not (i) initiate, solicit or consider, whether directly or indirectly, any offers or agreements from any third party for the sale/ transfer or disposal of the Project Land or any rights or entitlements, including any Development Rights in the Said Project Land, in any manner whatsoever; (ii) enter into any arrangement or agreement of any nature whatsoever for sale/ transfer or disposal of the Said Project Land (or any rights or entitlements, including any development Rights in the Land), in any manner whatsoever with any other person; (iii) negotiate or discuss with any third party the financing, transfer, mortgage of the Said Land (or any rights or entitlements, including any development Rights in the Project Land); and (iv) disclose any information pertaining to this Agreement or Said Project Land to any other person.
- (r) The Owners represent that no part or portion of the said land ever belonged to any Debtor trust / or to any Minor ;
- (s) The Owner shall also apply for and bear the cost of shifting drainage lines , electrical lines, Pipelines or any other service lines running underneath or over the Said Land from their existing location to any other location for enabling the Developer to construct without any obstruction and with full authority;
- (t) The Owner shall also bear the cost of providing drainage facilities on its land to the Developer





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- (u) The Owner shall obtain and co-operate with the Developer in obtaining all certificates which may be required for the purpose of completing the registration of sale deeds or other deeds and /or for transferring the title for undivided share of the land attributable to the Developer's allocation and/or their nominees after obtaining the Completion Certificate.
- (v) The said land or any part thereof is, not affected by any requisition or acquisition of the Govt or any other statutory body such as the HIDCO, Housing Board, PWD or National Highway Authority or Road alignment of any authority or authorities under any law and the said land is not attached under any decree or order of any Court of Law or dues of the Income Tax, Revenue or any other Public Demand.
- (w) There is no prohibitory orders, notices of any nature whatsoever of any Municipal Authority, Panchayat or Statutory Body concerning or relating to or involving the Said Land or the Owners pertaining to the Said Land. There are no court orders or any orders/ directions from any Governmental Authority or any other person, which may have any adverse effect on the ownership of the Said Land vesting with the Owner, the contemplated transaction under this Agreement or on the development and construction of the Project;
- (x) Subject to what has been stated in this Agreement, the Owner has not done and shall not do nor permit to be done, anything whatsoever that would in any way impair, hinder and/or restrict the sole and exclusive appointment of and grant of rights to the Developer under this Agreement including, without limitation, the unfettered exercise by the Developer of the sole and exclusive right to develop the said land.
- (y) There is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the said land and there are no facts, which may give rise to any such dispute ..
- (z) The Said Land of the Owners is free of any liability or demand and There is no outstanding property taxes, rates, duties, cess, levies including assessments, water charges, electricity charges, dues or any other charges by the Municipal Authorities or any infrastructure charges, under any Applicable Law, Revenue or any other Authority or department of the State or Central Government nor is there any





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claim or demand by any person or persons affecting the said land., However, if at any stage any demand/notice is received from the Municipality/Panchyat in this respect the same shall be borne/settled solely by the Owner

- (aa) The Owner delivers peaceful vacant possession of the said land to the Developer with the execution of this Agreement and shall also complete acquisition of the small portion of the said Approach Road for grant of easement rights within the agreed timeframe mentioned herein above.
- (bb) The Owners would be able to fulfil and complete all the other obligations set out herein after.
- (cc) The Owners hereby give their consent to the Developer to publish appropriate notices of the impending development of the Project land in the leading news papers .
- (dd) That the Owner has not stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever;
- (ee) None of the Owners and/or their predecessors was a 'Big Raiyat' in terms of the W.B.E.A Act 1953 and none of them own land in excess of the ceiling prescribed in the West Bengal Land Reforms Act, 1955.
- (ff) The Owners represent and confirm that access to and egress from the Said Land is unconditionally and absolutely available for all purposes from the main road and the Owners have not entered into any arrangement or agreement of any nature with any Person/ third party which in any manner restricts the access/ egress to the Said Land from the road and may give rise to any dispute for access.
- (gg) **EASEMENT:** With regard to the rights of Easement over, under and along the Approach road, the Owners guarantee:
 - (i) that unfettered rights of easement as available to the Owners in terms of the Agreement to be executed and registered, shall be granted to the Developer initially for the development of the said land and later to the subsequent transferees of the housing complex after completion of project absolutely, irreversibly and in perpetuity .




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- (ii) that the Developer shall have the right of development of the road and also to maintain the same in proper condition.
- (iii) that the right of easement shall not only be limited to transportation of men and materials and vehicular traffic only but shall also include the underground rights of laying drains, sewerage connection, water and other pipelines, conduits, ducts and other appurtenances that will be required in the normal course of development of the Project.

4. DEVELOPER'S REPRESENTATION

- (a) The Developer is carrying on business of construction and development of real estate and have sufficient infrastructure and expertise in this field and also financial capacity for the same.
- (b) It shall complete the development of the said Project Land in accordance with the sanction plans as modified from time to time and other parameters in this regard and in compliance with all applicable laws;
- (c) The Developer shall at all times perform the duties and undertake the responsibilities set forth in this Agreement in accordance with industry standards applicable to other residential and commercial developers of repute in India offering similar quality and services products and using reasonable, expeditious, economical and diligent efforts at all times in the performance of its obligations;
- (d) That it has adequate funds to undertake and complete the development of the said premises as per the terms of this Agreement;
- (e) That it has and shall continue to comply with terms and conditions of all the consents and all other licenses, permits, approvals obtained or may be obtained in the name of the Owners for the development of the said premises;
- (f) That the Developer shall make timely payments of all taxes, cesses, duties, levies and charges and all applicable statutory dues as per applicable law payable by the Developer for the development of the




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said premises as per the terms and conditions of this Agreement;

- (g) That the Developer has full power and authority to execute, deliver and perform its obligations under this Agreement.


5. **COMMENCEMENT:**

- 5.1 This Agreement commences and shall be deemed to have come into force on and with effect from the date of execution, mentioned above (commencement date) and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated in this Agreement.

6. **STRUCTURING OF THE PROJECT:**

- 6.1 Subject to the terms and conditions contained in this Agreement, on and from the execution of this Agreement Date, the Owners exclusively grants to the Developer and the Developer hereby accepts from the Owners, all the Development Rights in respect of the Said Land and subsequently of the Additional Land after its purchase.
- 6.2 The Developer shall develop the said Project land subject however to the Owner complying with their obligations herein contained.
- 6.3 The Developer shall at its own costs and expenses be solely liable to do and comply with all acts deeds and things relating to (a) Planning of the Project, (b) preparation and Sanctioning of the Building Plans and obtaining all permissions and clearances and no objection for construction and marketing of the Project (including Pollution, Fire, Airport Authority, BSNL Authority , WBSEDCL, Authority under Promoter's Act etc.,) and (c) Construction of the Building Complex Project and making the same fit for construction and habitation and marketing and providing insurance during the entire period of construction and warranty and defect liability for at least one year from the statutory completion certificates.
- 6.4 The Developer shall appoint all engineers, staffs, labour contractors etc., at its own costs and risks without any obligations or liability ,in respect of laborers etc , upon the Owner in respect thereof and shall also appoint the Architect , Consultants & Surveyors , of the Project.




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- 6.5 The Developer shall get the plan approved from the Owner before submitting for sanction.
- 6.6 The specifications and facilities for construction shall be as per the Sixth Schedule attached herewith.
- 6.7 All sanctions, constructions, completion and delivery of the new building complex/project shall be done by the Developer upon due compliance of all laws and with good workmanship and good quality materials and at the sole risk and responsibility of the developers.
- 6.8 The Developer will construct the Building Complex in different phases as decided by it in continuity.
- 6.9 The Developer shall, subject to force majeure, submit the building plan on the said land and subsequently in respect of the Additional Land after its purchase for sanction within 90 (Ninety) days of obtaining conversion and mutation at BL&LRO and the concerned Panchayat , construction of Boundary wall and shall obtain the sanction within 6 (Six) months from the date of such submission and shall construct and complete the phase-wise Building Complex within (Four) years from the date of sanction of the Building Plans with a grace period of 6(Six) months thereof which is extendable on mutual consent.
- 6.10 All fees, costs, charges and expenses including professional fees and supervision charges in respect of the above obligations of the Developer shall be borne and paid by the Developer. Except the costs and expenses for performance of the Owner's obligations such as Mutation and title related expenses thereof and the obligation to contribute marketing costs in terms hereof, the owners shall not be liable for any costs and expenses related to construction of the Project.
- 6.11 The Developer shall prepare, all applications, plans, undertakings, layout plans, details, descriptions etc. for submission with any Government Authority for obtainment of any Approval. The Owners agree that in the event the Owners are required to obtain any Approvals or have at any point in time applied for or obtained any Approval whether with respect to the Project, it shall provide to the Developer copies of all such applications alongwith documents filed and approvals obtained, as and when the same are made or obtained.
- 6.12 The Owners shall be deemed to have handed over the vacant and



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peaceful possession of the said Land to the Developer for the purpose of development and construction of the Project, and the Developer shall have the right to enter upon the Project Land directly or through its affiliates, associates, nominees, agents, architects, consultants, representatives, contractors, and/ or assigns, to do all such acts and deeds required and/or necessary for, exercising the Development Rights and for the implementation and development of the Project. Provided however that, nothing contained herein shall be construed as delivery of possession in part performance of any Agreement of Sale under Section 53-A of the Transfer of Property Act, 1882 or Section 2(47)(v) of Income Tax Act, 1961. The possession of the Project Land handed over to the Developer shall be in accordance with and for the purposes of development and construction of the Project and other rights and entitlements as set forth in this Agreement.

- 6.13 In the event the Said Land is acquired before the commencement of construction by any Governmental Authority under any land acquisition laws, the Parties shall work together to: (i) contest, dispute and take all steps and actions, against such proposed acquisition/acts of the Governmental Authority; (ii) ensure that the Project is executed and implemented within the remaining part of the Project Land. In case the acquisition becomes unassailable, the Owners shall pay out of amounts/benefits received by the Owners for any such acquisition to the Developer the Security Deposit alongwith interest @ 15% p.a and any amount spent by the Developer towards the project Costs. In the event the Owners disputes the Project Costs then the Project Costs shall be decided by the Architect;
- 6.14 Ordinarily there is no plan to construct basement but considering market conditions and other circumstances if the Plan sanctioned requires creation of additional car parking spaces in the basement of building blocks for the purpose of marketing the flats in such event only if there is a surplus resulting from excess of realization over total costs of construction and marketing the basement, such surplus shall be available for sharing between the Owners and the Developer in their agreed ratio.

7. **EXCLUSIVE ENTRY FOR DEVELOPMENT:**

- 7.1 Simultaneously with the execution of this agreement, the Owner have in part performance hereof allowed the Developer exclusive and irrevocable right to enter the said land directly or through its affiliates,



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associates, nominees, agents, architects, consultants, representatives, contractors, and/ or assigns, to develop the same by constructing or causing to be constructed new buildings and to take all steps in terms of this agreement. This exclusive entry will not debar the right of the owner in any manner to enter into the premises and it shall always be deemed to be in joint possession for the sole purpose of development of the land.

- 7.2 The irrevocable rights under clause 7.1 shall be subject to the other terms and conditions of this agreement.

8. STEPS FOR DEVELOPMENT OF THE SAID LAND:

- 8.1 The Parties have mutually decided the scope of the Project, that is, the development of the said land by construction of the New Buildings thereon, and commercial exploitation of the New Buildings and/or the complex. The Developer has conceptualised the project to be residential.
- 8.2 The Developer shall undertake development either by itself, associate or by any other Contractor/developer appointed by it and/or in any other manner it deems fit and proper and/or to enter into partnership with others or to assign the benefits and burden of this agreement in favor of any firm or LLP in which the Developer may be a partner or otherwise in order to effectively perform or discharge its obligation hereunder.
- 8.3 In consideration of the Developer agreeing to construct and complete the New Buildings and/or the Complex and deliver as per agreed specification any unsold and separately identified Owners' Allocations in terms hereof, the Owners agree to transfer their proportionate undivided share in the Owners' land attributable to the Developer's Allocation to the Developer or its nominee or nominees in such part or parts as the Developer may desire and hereby further grant the exclusive and absolute right to develop the said land.
- 8.4 By virtue of the rights hereby granted the Developer is authorised to build upon and exploit commercially the said land by: (1) constructing the New Buildings, (2) dealing with the spaces in the New Buildings with corresponding undivided proportionate share in the said land to the extent and on the terms and conditions hereinafter contained.
- 8.5 At the time of the execution of this agreement the Owners shall make over all the documents of title in respect of the Owners' land with the Developer's Advocate who will keep them under 'Escrow' till completion



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of Project. Inspections and productions shall be made available as per requirement of the Developer. If the Developer wishes to obtain Project Finance from any Bank or Financial Institution on the security of the said Project land by creation of mortgage in the manner provided in Clause 10.1(m), in such case the original title deeds will be kept with such Bank and/or Financial Institution during pendency of the loan. Upon formation of Association/Society/Company of transferees and sale of all areas in the Building Complex, the title deeds shall be handed over to the Association/Society/Company against covenant of production.

- 8.6 The Owners shall apply for conversion of the said land and the Developer shall obtain conversion of the said land to homestead or 'vastu' land at their own costs and expenses.
- 8.7 The Developer shall at its own costs and expenses prepare the plans for the new buildings in the said project and shall have the same sanctioned by the the District Zilla Parishad or the concerned Municipal Engineering Directorate as the case may be or from the sanctioning authority for the time being at the cost and expenses of the Developer
- 8.8 All other permissions, approvals, sanctions, no-objections and other statutory formalities for sanction of plan would be obtained by the Developer at its cost and expenses.
- 8.9 The Owners shall, however, sign and execute all papers, documents, plans, declarations, affidavits and other documentations required for such sanction and construction as and when required by the Developer without any objection of whatsoever nature and within 7 days of the request being made and the documents being made available to the Owners. In addition to the aforesaid, the Owners shall sign, execute and register a General Power of Attorney authorising the Developer , its affiliates or its officers to act, do and perform all or any of the obligations of the Developers mentioned above. The Owners shall ensure that the Power of Attorney remains in full force and effect throughout the implementation of the Project. In the event any subsequent steps are required for the reasons of change in law or otherwise to sustain the Developer Power of Attorney and all powers granted therein, the Owners shall take all such steps and do all such acts including execution and registration of a fresh power of attorney as may be required to provide the authorizations to the Developer throughout the implementation of the Project.




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9. **CONSTRUCTION AND COMMERCIAL EXPLOITATION OF NEW BUILDINGS:**

- 9.1 The Owners hereby authorise the Developer to appoint the Architect and other consultants to complete the Project. All costs charges and expenses in this regard including professional fees and supervision charges shall be discharged and paid by the Developer.
- 9.2 The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owners construct, erect and complete the New Buildings in pursuant to the final plans to be sanctioned by sanctioning authorities and as per the specifications mentioned in the **Sixth Schedule** hereunder. The decision of the Architects regarding measurement of area constructed and all aspects of construction including the quality of materials shall be final and binding on the Parties.
- 9.3 The Developer shall at its own costs install and erect in the New Buildings, the Common Areas, Installations and Facilities including pump, water storage tanks, overhead reservoirs, water and sewage connection and all other necessary amenities.
- 9.4 (i) The entire Project on the Said Land may be constructed /developed / completed by the Developer in phases on the sole discretion and option of the Developer considering the then marketing strategy and economy of the locale.
- (ii) Developer shall at its own cost and expenses and without creating any financial or other liability on the Owners, develop the Land and construct the Building(s) in accordance with the Building Plans, specifications and elevations sanctioned by the local, Municipal and Development authority subject to any amendment, modification or variation to the said Building Plans and specifications which may be made by the Developer subject to the approval of the appropriate authorities, if required. The Project as a whole and the Building(s) shall be constructed under the supervision and guidance of the Architect and the decision of the Architect as to the cost, quality of the materials and specifications to be used for construction of the Building(s) shall be final, binding and conclusive on the Parties.
- (iii) The Developer shall at its own costs install and erect in the New Buildings, the Common Areas, Installations and Facilities including




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pump, water storage tanks, overhead reservoirs, water and sewage connection and all other necessary amenities.

(iv) The Developer is hereby authorised in the names of the Owners to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Buildings but in no circumstances the Owners shall be responsible for the price/value, storage and quality or use of the building materials or any irregularity whatsoever..

(v) The Developer shall be authorised in the names of the Owners to apply for and obtain connections of water, electricity, drainage and sewerage.

10. **POWERS AND AUTHORITIES:**

10.1 To enable the Developer to specifically perform its obligations arising out of this Agreement the Owners shall in terms of Section 22 of the Companies Act 2013 by writing under its common seal, authorise hereby nominate, constitute and irrevocably appoint the Developer and persons nominated by the Developer namely (1) **Mr. Ram Naresh Agarwal**, son of Late N.K.Agarwal (2) **Mr.Vimal Goel** , son of Late Banwariial Goel and (3) **Mr. Vinod Kumar Agarwal**, son of Late N.K.Agarwal and (4) **Mr. Prakash Kumar Bhimrajka**, son of late Bajranglal Bhimrajka to be the true and lawful attorneys of the Owners, to do, execute and perform all or any of the following acts, deeds, matters and things jointly or severally with respect to the said land and any deed or document signed by such an attorney on behalf of the Owner and under his seal shall bind the Owner and have the effect as if it were made under its common seal.


- a) To obtain permission or approval from the Planning Authorities and other authorities as may be required for the development and construction of the New Buildings in accordance with this Agreement and for that purpose to sign such applications, papers, writings, undertakings, appeals, etc., as may be required.



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- b) To enter upon the said land with men and material as may be required for the purpose of development work and erect the New Buildings as per the Building Plans to be sanctioned.
- c) To appoint the named architect, contractors, sub-contractors consultants, and surveyors as may be required and to supervise the development and construction work of the New Buildings on the said land.
- d) To apply for modifications of the Building Plans from time to time as may be required.
- e) To apply for obtaining quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Buildings.
- f) To approach the concerned authorities for the purpose of obtaining permissions and service connections including water, sewerage and electricity for carrying out and completing the development of the said land.
- g) To make deposits with the Planning Authorities and other authorities for the purpose of carrying out the development work and construction of the New Buildings on the said land and to claim refunds of such deposits and to give
- h) valid and effectual receipt and discharge on behalf of the Owners in connection therewith.
- i) After completion of the construction of the New Buildings or any Phase of the Building Complex, to apply for and obtain occupation and completion certificate in respect thereof or parts thereof from the Planning Authorities or other concerned authorities.
- j) To enter into agreements for sale with intending purchasers alongwith or without the corresponding undivided share in the said land, on such terms and conditions as the Developer may think fit and proper.
- k) To execute from time to time deeds of transfer of all kinds and mode in respect of Flats/Units/Constructed spaces comprised in the said




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premises or any part or portion comprised in the Developer's Allocation alongwith or without the corresponding undivided share in the said land, to receive consideration, rents, and deposits there for and present the above documents for registration and admit the execution of such documents before the appropriate authorities.

l) To appear and represent us before the Additional Registrar / Sub-Registrar, District Registrar, Additional District Sub-Registrar, Registrar of Assurances, Kolkata in connection with the sale and transfer of Flats/Units/Constructed spaces under the Developer's Allocation alongwith or without the corresponding undivided share in the said land in the Buildings constructed on the said premises.

m) To accept any service of writ of summons or other legal process on behalf of and in the name of the Owners and to appear in any court or authority as the Developer deem appropriate and to commence, prosecute and/or defend any action or legal proceedings relating to development of the said land in any court or before any authority as the Developer may think fit and proper and for such purpose to appoint any Solicitor, Advocate, Lawyer in the name and on behalf of the Owners or in the name of the Developer and pay the costs, expenses, fee and other outgoings. Further to depose in the court of law or authority, sign vakalatnama, sign and verify the plaint, written statement, affidavits, petitions, applications, appeals etc., and any other document or documents in furtherance of the said objective. Provided always that this authority shall be available to and exercised by the Developer strictly only in cases where such litigation would touch or concern the development of the project on the said land without in anyway relating to or affecting the title of the said land or the Owners' Allocation.

n) To arrange for financing of the project (project finance) from any Banks and/or Financial Institutions for construction and completion of the project upon such terms and conditions as may be applicable. Such finance may be secured by mortgaging the said project land belonging to the Owners in favour of any bank / financial institution by deposit of original title deeds of the said project land by way of Equitable Mortgage and/or by executing Simple Mortgage and/or by creating English mortgage along with charge on developer's share of revenue/allocation in the project. Further, the Developer may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds,




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confirmation of deposit title deeds, deliver the title deeds and to receive back

- o) To do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as the Owners could do in person.
- p) To do landscaping of the areas along the 28' feet wide road on the western side of the said land
- q) To concretise or apply bitumen to the 28' wide road and also to fix street lights whenever and wherever required and cover the drain and establish sewerage connection etc.
- r) To establish water-line along the road wherever and whenever required. along the 28' feet wide road .

10.2 The Owner hereby ratifies and confirms, and agrees to ratify and confirm all acts, deeds and things lawfully done in the interest of the project and in accordance with the terms and conditions of this agreement by the Developer and persons nominated by the Developer in pursuance of the powers and authorities granted as aforesaid.

10.3 Notwithstanding grant of the aforesaid powers and authorities, the Owners shall grant to the Developer and/or its nominees a registered General Power of Attorney for the purpose of doing all acts required to be performed by the Developer for the Project simultaneously on execution of this Agreement and the costs on account thereof shall be borne by the Developer.

10.4 Notwithstanding grant of the aforesaid General Power of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for the purpose of development of the said land within 7 (Seven) days of the request being made.

10.5 While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owner in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe the rights of the Owners in any manner or put any financial or other obligation claim or liability upon the Owners.



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11 DEPOSITS, FINANCIALS AND EXTRA CHARGES :

11.1 Amount to be paid as Interest-Free Security Deposit by Developer to the Owners in respect of the Acquired land shall be the sum of Rs 1,40,00,000/- (Rupees One Crore Forty Lacs) only in the following manner:

- (i) At or before the execution of this Development Agreement .. Rs. 1,00,00,000/-
- (iii) After obtaining sanction of plan Rs. 40,00,000/-

Additional Interest – Free Security Deposit of Rs.52,00,000/- will be paid later at the time when the Owners after purchase of the Additional land measuring 9 Bighas offers the same for development on the same terms as above.

11.2 REFUND OF SECURITY DEPOSIT

11.2.1 The aforesaid security deposit shall be refunded by the owner to the developer progressively @ 50% out of the realizations from the first sale proceeds of Owner's allocation starting from the very first sale of the Units and shall continue till the entire amount of Security Deposit is recovered in full.

11.2.2 It is further provided herein that if the situation arises as per the terms of clause 13.8 of this Agreement for separate allocation of flats and other areas between the Owners and the Developer, then in that event they agree to enter into a separate allocation agreement wherein the flats together with car parking spaces together with proportionate common areas appurtenant thereto together with proportionate undivided share in the land shall be mutually allocated by and between the Owners and the Developer and each party shall be entitled to sell its allocation separately then in that event the refund of the unrefunded/unadjusted part of the security deposit will be from the very first sale proceeds of Owner's allocation but in case the Owners do not wish to sell their allocation and retain it, in that event the Owners shall first refund the outstanding amount of security deposit immediately to the Developer or hand over 10000 Sq.ft space in lieu of refund of deposit @ Rs1500 per Sq.Ft.

11.2.3 Notwithstanding anything contained herein, in case this Agreement gets terminated for any reason then in that event the Owners shall forthwith refund the First Security Deposit and the Second Security Deposit to the Developer and the expenses incurred by the Developer on the Project together with interest thereon calculated @ 18% (eighteen per cent) per



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annum compounded quarterly and so long as the same remains unpaid, the Developer shall continue to remain in possession of the Land without incurring any further costs and expenses in this regard.

- 11.4 All benefits under the Income Tax Act for development it would be available to the Developer and it would be entitled to claim all such benefits.
- 11.5 All the transferees including those under the Owner's Allocation shall pay to or deposit with the Developer the Extras and Deposits (EDC) mentioned in the **Fourth Schedule** hereunder written for the Units to be acquired. If certain parts of Owner's allocation remain unsold on completion of a phase or construction and/or finishing of the entire Complex and/or phases thereof, such extras and deposits shall be payable by the Owners.
- 11.6 The cost of marketing of the project/Complex would be shared by and between the Owners and the Developer in the ratio of their respective allocation (hereinafter referred to as "the said ratio"). The marketing costs which includes all the marketing related costs such as advertisement and promotion costs of the project shall be shared by the Owners and the Developers as agreed which the Owners shall pay to the Developer as a marketing cost (inclusive of advertisement and promotion costs of the project, brokerage, commission and all other costs and expenses on any account whatsoever relating to marketing or sale). In connection with the sharing of realisation the following is agreed:-
 - (a) Except Extra Charges and Deposits (EDC) as mentioned in Fourth Schedule, all proceeds and receivables in gross on any account whatsoever arising from the sale or transfer or otherwise of any Transferable Areas (in short Realisation) by the parties jointly as above shall belong to the Owners in the said ratio i.e 18.5 % and to the Developer in the said ratio of 81.5 % as the case may be..
 - (b) Extras and Deposits (EDC) shall be realised solely by the Developer from the proposed buyers of the transferable areas both under the Owner's as well as Developer's Allocation..
 - (c) The Owners specifically agree and acknowledge that notwithstanding the allocation of the Units forming part of their respective Shares in terms of clause 13.8 below, in addition to



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its own Share the Developer shall also be exclusively entitled to and shall have exclusive right to transfer or dispose of the Units forming part of the Owners Share in such manner and on such terms and conditions as Developer may deem fit and proper and be exclusively entitled to receive and realise the entire proceeds thereof with the sole obligation to pay to the Owners the Sale Proceeds arising out of the transfer or otherwise of the Units in their respective Shares in the Project in the manner agreed in this Agreement.

- (d) The Sale Proceeds shall be received in the name of the Developer and deposited in a separate bank account to be opened with any Schedule bank ("**Sale Proceeds Bank Account**"). Suitable standing instructions shall be given to the bank for disbursement of all the proceeds deposited in the Sale Proceeds Bank Account to the Owners and the Developer.. For the purpose of above, all the Owners shall collectively open one account which will be identified as the 'Owners Sale Proceed Bank Account' and proportionate share of the Owners sale proceeds would be Credited to the said "Owners Sale Proceed Bank Account". The Owners shall amongst themselves settle their account inter-se.
- (e) The Developer shall provide a Quarterly statement of account to the Owners giving details of the total Sales Proceeds received by the Developer during the Quarter and calculation of the Owners Share.

12. MORTGAGE OF THE LAND

- 12.1 The Developer shall have the right and authorities to arrange for financing of the project (project finance) from any Banks and/or Financial Institutions for construction and completion of the project upon such terms and conditions as may be applicable. Such finance may be secured by mortgaging the said project land in favour of any bank / financial institution by deposit of original title deeds of the said project land by way of Equitable Mortgage and/or by executing Simple Mortgage and/or by creating English mortgage along with charge on developer's share of revenue/allocation in the project. Further, the Developer may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposit title deeds, deliver the title deeds and to receive




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back the title deeds, etc.,. Notwithstanding the same, the Developer shall take the project finance without creating any charge / liability in respect of owner's share of revenue or owner's allocation in the project. In case owing to any loans or finances obtained by the Developer, the Owners suffer any losses or damages due to any non repayment, delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of its obligations in respect of any such loan or liability whatsoever, the Developer shall indemnify and keep the Owner saved harmless and indemnified in respect thereof.

13. **DEALING WITH SPACES IN THE NEW BUILDINGS:**

- 13.1 The Owners agree and undertake that (i) the Developer shall have the exclusive right to launch the Project, name the Project, display, signage/ display rights (whether on hoardings or on terraces or otherwise) and sell/ license/transfer the Developer's Share, in such manner and on such terms, as may be deemed appropriate by the Developer, in its sole and absolute discretion; (ii) the name and/or identification numbers given to the buildings or portions thereof of the Project shall be displayed in a manner as may be decided by the Developer in its sole discretion; (iii) no signboard, hoarding or any other logo or sign shall be put up by the Owners on the Buildings on the exterior of the Buildings or on the outer walls of the Buildings of the Project; and (iv) the Owners shall not do any act or thing that may adversely affect the aesthetic appearance/beauty of the Buildings of the Project nor do anything which may cause nuisance or obstruction or hindrance to the Intending Purchasers.
- 13.2 All the spaces in the new buildings will be marketed by the Developer through a common marketing agency to be appointed by the Developer (collectively Marketing Format) and the marketing agents shall act on behalf of the owners and the Developer.
- 13.3 The Developer shall arrange brokers for the Project and all brokerage charges etc for the same shall be shared by the Parties in proportion of their respective allocations. Any service tax (or any other indirect tax) charged by broker shall also be shared proportionately.
- 13.4 In marketing the said project, name and logo of Developer only would be boldly displayed in all marketing materials .




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- 13.5 The Developer shall ensure that the advertising and marketing is carried out in a manner that is consistent with and not in derogation of or conflict with any of the terms or provisions of this Agreement and the Applicable Laws.
- 13.6 Subject to other terms and conditions mentioned herein the Developer shall be exclusively entitled to and shall have exclusive right to transfer or otherwise deal with or dispose of the Unit(s) in the Project in such manner and on such terms and conditions as Developer may deem fit and proper.
- 13.7 The parties in consultation with each other shall determine the price for sale or disposal of the spaces in the new building/s to be constructed by the Developer on the said land keeping in view the economics and market response of the project. No Transferable Areas shall be sold below such basic price.
- 13.8 The parties in consultation with each other shall periodically revise the rates for sale of various types of transferable areas and the same shall be adhered to. In case the owner is not willing to sell at the price as decided by the Developer then in that event, the parties may decide to mutually allocate those unsold areas which are the subject matter of disagreement, and in that event the parties shall immediately mutually allocate the concerned unsold areas separately amongst themselves on equitable basis block wise as per the said ratio and thereafter the sharing of the proceeds of the aforesaid allocated areas will stop and each party will sell their allocated space independently and in that case the Owner's marketing expense shall not be applied to such allocated area and Brokerage will not be applicable and will be paid directly by Owner and Developer to the Agent. In such event, if Project finance is availed, then the Funding Banker/Financial Institute shall be entitled to carry out re-appraisal of the funding status on that date and make necessary amendment to the existing funding scheme so as to release the Owners allocation
- 13.9 The Parties hereby agree, undertake and acknowledge that, (i) all agreements for sale/ lease/ license/ allotment whether Unit/ flat/ villa buyer agreements and (ii) any other agreement or memorandum of understanding or letter of intent for sale, booking of any Unit, flat, apartment or any other space/ area in their respective Shares in the Project Land; and (iii) any other agreement or memorandum of



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understanding or letter of intent or letter or form to accept or receive any request for booking or allotment of sale/ lease/ license of any flat, apartment, Unit or any other space/ area in the Project Land; and (iv) any power of attorney or indemnity bond or undertakings or other agreements which are ancillary to the agreements contemplated above (hereinafter collectively the "**Unit Agreements**"), shall be prepared by the Developer and further the Developer shall have all right, power and authority to execute and register the Deed of Conveyance for the Unit(s) and the proportionate undivided interests in the Land in favour of the Intending Purchasers of the Unit(s). The Owners, as and when called upon by the Developer, shall join and execute all such Deeds of Conveyance as the confirming party or in such capacity as may be appropriate in the context. The Owners agree and undertake to execute simultaneously herewith or any time hereinafter a special power of attorney in favour of the Developer authorizing the Developer, inter alia, to enter into agreements, arrangements with Intending Purchasers and execute and present for registration deeds of conveyances for undertaking to transfer and/or transfer of the Units along with the undivided proportionate share in the Said Land comprised in the Units to the Intending Purchasers. The stamp duty and registration fees on any such Power of Attorney shall be paid by the Developer.

- 13.10 The Developer shall make over possession of the separate Owners' Allocation or so much thereof as would be ready for possession in the concerned phase, subject however the Owners refunding the apportioned deposit to the Developer as per clause 11.2. hereinabove in the manner mentioned therein. The balance portion out of such allocation, if still to be completed shall be completed by the Developer and would be made over in the manner herein contained.
- 13.11 The Developer and Owners shall execute and register with the appropriate registering authorities Deeds of Conveyance or other document for transferring and/or demising of any saleable space in the New Buildings as aforesaid unto and in favour of the intending purchasers/transferees and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending purchasers/transferees as the case may be. For separate developer's allocations, the Owners shall execute the deeds of conveyance in respect of the land share attributable to any completed unit forming part of the developer's allocation in any phase only upon delivery of the completed separate owner's allocation in such phase by the Developer to the Owner. For separate owner's allocation, the Developer shall if so



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required by the Owner join in as party to any agreement or deed in favour of the Transferees.

13.12 All agreements, sale deeds and documents of transfer shall have both the owners and the developers as parties and signed by their respective authorised signatory.

13.13 The Owners shall also be liable for the actual proportionate common expenses in respect of any separately allocated unsold Units delivered to the Owners.

13.14 It is agreed and recorded that all Agreements, Deeds of Conveyance or any other papers and documents in respect of the transfer of any areas in the New Buildings shall maintain uniformity in respect of the restrictions, stipulations, covenants, terms and condition for the use and occupation thereof applicable to transferees together with amenities and facilities therein as are stipulated in this agreement or that would be drafted by the Developer's Advocates and the parties hereby undertake to each other that neither of them shall deviate from such restrictions stipulations, covenants, terms and conditions.

14. **SHARE OF OWNERS' AND DEVELOPER IN THE DEVELOPMENT**


(i) It is clearly agreed by and between the parties that in the case of revenue sharing model the total realisation from sale and transfer of all saleable spaces in the project shall be allocated amongst the parties in the following ratio :

(a) To the Developer - 81.5 % (i.e Developers Allocation)

(b) To the Owners - 18.5% (i.e Owners Allocation)

(ii) If at any stage of development the parties decide to adopt the space sharing model in such event the constructed spaces remaining unsold shall be shared by the parties in the aforesaid ratio to be equitably allocated amongst the parties by metes and bounds separately identified by executing an Allocation Agreement. In such event, if Project finance is availed, then the Funding Banker/Financial Institute shall be entitled to carry out re-appraisal of the funding status on that date and make necessary amendment to the existing funding scheme so as to release the Owners allocation.




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15. MUNICIPAL TAXES, OTHER TAXES AND OUTGOINGS:

- 15.1 All Municipal rates and taxes or land revenue and outgoings (collectively Rates)) on the said land relating to the period prior to the date of execution hereof shall be borne, paid and discharged by the Owners and such dues shall if detected hereafter be borne and paid by the Owners as and when called upon by the Developer, without raising any objection thereto.
- 15.2 As from the date of execution hereof, the Developer shall pay the Rates in respect of the said land till such time the New Buildings are ready for occupation upon issuance of statutory Completion Certificate in respect thereof, after which, the Transferees shall become liable and responsible for payment Provided That in case the Developer is liable to pay any Rates in respect of unsold and unallocated portions of duly completed New Buildings, the Owners shall reimburse proportionately their part of the same to the Developer.
- 15.3 It is agreed and recorded that the Owner and the Developer and/or their respective intending Purchasers shall be liable to bear and pay , Service Tax, VAT or any other kind of tax or imposition or burden as may be payable and/or applicable.

16. POST COMPLETION MAINTENANCE:

- 16.1 On completion of each phase the Developer shall give a notice to the Owners informing thereabout. Before giving notice as aforesaid, the Developer shall obtain the statutory Occupancy Certificate from the concerned municipal authorities in respect of the area forming part of such notice and make the same habitable including in respect of the services (such as water, drainage, electricity, lift etc.,) and infrastructure.
- 16.2 In case of separate allocation of any part of the Owners' Allocation in terms hereof and the same remaining unsold, on and from the date of expiry of the notice of Completion given in respect of the phase containing the same in terms of clause 16.1 above and subject to the Developer having complied with its obligations regarding the construction and completion thereof in terms hereof, the Owners shall be deemed to have taken over possession for the purpose of determination of liability and shall become liable and responsible for the payments of maintenance charges (at the same rate as the Developer would pay the same for the separately allocated and unsold areas forming part of the




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Developer's Allocation) and Rates in respect thereof irrespective of the fact whether actual physical possession was taken or not.

- 16.3 The Parties and/or their respective nominees/transferees shall punctually and regularly pay the maintenance charges, Rates for their respective units to the concerned authorities/Maintenance in charge in accordance with the terms and conditions hereof and in case any transferee is in default in payment of its liability, such transferee shall keep the parties hereto indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by the other thereby.
- 16.4 The Developer shall be at liberty to incorporate an Association upon completion of the Project to look after, manage and administer such maintenance work on account of the Intending Purchasers of the Units in the Building (s) constructed on the Said Land and also realise the monthly maintenance charges and incur costs and expenses for the maintenance.
- 16.5 Till handing over of the project to the Association the Developer shall be responsible for the management, maintenance and administration of the New Buildings or at its discretion appoint an agency to do the same. The Owners hereby agree to abide by all the common rules and regulations to be framed for the management of the affairs of the New Buildings.
- 16.6 The Developer or the Agency to be appointed shall manage and maintain the Common Portions and services of the New Buildings and shall collect the costs and service charge therefor (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Buildings, land tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments and all other expenses incurred for common purpose.

17. COMMON RESTRICTIONS:

- 17.1 The Complex shall be subject to the restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the New Buildings.




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17.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the New Buildings shall permit the agency to be appointed, with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof with prior notice.

17.3 It is agreed between the parties that the Developer shall frame a scheme for the management and administration of the New Buildings and all the occupiers of the building shall perpetually in succession abide by all the rules and regulations to be framed in connection with the management of the affairs of the New Buildings.

18. **OBLIGATIONS OF THE DEVELOPER:**

18.1 Execution of the Project shall be in conformity with the sanction plans and prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies.


18.2 The Developer shall be responsible for planning, designing development and construction of the New Buildings with the help of professional bodies, contractors, etc.

18.3 The Developer has assured the Owners that they shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default.

18.4 The Developer shall construct the New Buildings at its own cost and responsibility. The Developer shall alone be responsible and liable to Government, Municipality and other authorities concerned as also to all the labourers, staff and employees engaged by it and all Transferees and shall alone be liable for any loss or for any claim arising from such construction or otherwise relating thereto and shall indemnify the Owners against any claims, loss or damages for any default or failure or breach on the part of the Developer.

18.5 All tax liabilities in relation to the construction including sales tax, works contract tax and other dues shall be paid by the Developer subject to the condition that all statutory levies and taxes applicable for sale of the Owners' Allocation to the buyers thereof shall be entirely on account of the Owners.




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- 18.6 The costs of marketing and publicity/advertisement campaigns shall be shared and borne by the parties in as agreed herein but the marketing strategy, budget, selection of publicity material, media etc. shall be decided by the Developer.
- 18.7 The Developer hereby agrees and covenants with Owners not to transfer and/or assign the benefits of this agreement or any portion thereof without the consent in writing of the Owners first obtained. It is clarified that the Developer shall until completion of the Complex be under the control and management of its present constituents and of no one else.
- 18.8 The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the laws and rules applicable to construction of the New Buildings.
19. **OBLIGATIONS OF OWNERS:** During the subsistence of this agreement:
- 19.1 The Owners undertake not to disturb, interrupt or interfere with or commit any act or omission which would in any manner result in any detriment to the Development Rights of the Developer or delay or stoppage of the Project.
- 19.2 The Owner undertake to fully co-operate wherever necessary with the Developer for any requirement of the Developer for obtaining all permissions required for development of the said Land
- 19.3 The Owner undertake to act in good faith towards the Developer and covenants that after execution of this Agreement, and except in accordance with the terms hereof, they shall not enter into any agreement, commitment, arrangement or understanding with any person which shall have the effect of creating, directly or indirectly and whether immediately or contingently, in favour of such person any right, interest, title, claim or Encumbrance in or over or in relation to the Said Project Land and/ or the constructed area or any part thereof so that the Project can be successfully completed.
- 19.4 The Owner shall provide the Developer with all available documentation and information relating to the said land as may be required by the Developers from time to time.



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- 19.5 The Owner shall not do any act, deed or thing whereby the Developer may be prevented from discharging their functions under this Agreement.
- 19.6 The Owner hereby covenant not to cause any interference or hindrance in the construction of the New Buildings.
- 19.7 The Owner hereby agree and covenant with the Developer not to do any act deed or thing whereby the Developer is prevented from developing, constructing, completing, selling, assigning and/or disposing of any part or portion of the constructed area or saleable area in the manner and to the extent mentioned in this agreement.
- 19.8 During the subsistence of this agreement the Owner shall not transfer any part or portion of the said land to any other person without the prior written consent of the Developer. The restriction in this clause shall not affect the transfer of the Owners' Allocation or any part thereof in any manner.
- 19.9 Except with the prior permission from the Owner in writing, the persons now in control and management of the constituents of the Developer shall not part with their controlling interest except within promoter group of the constituents.
- 19.10 With regard to the 28' wide Approach road on the western side the Owner shall ensure :
- (i) that there will be 1.5 '(feet) wide drain on either side of the road at all times ;
 - (ii) that adequate number of lamp posts are maintained for lighting;
 - (iii) that the sewerage lines, water pipes, conduits ducts and any other appurtenances running along the road are not encumbered;
- 19.11 The Owners shall settle all existing and /or future litigations affecting any part or portion of the Said Land and withdraw or cause to be withdrawn the cases and vacation of the Injunction Orders, if any.
20. **INDEMNITY:**
- 20.1 The Developer shall indemnify and keep the Owner saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the construction of the New Buildings including any act of neglect or default of the Developer's contractors, employees or violation of any permission,



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rules regulations laws or bye-laws or arising out of any accident or otherwise or violation or breach of its obligations hereunder by the Developer or any attorney appointed under the powers of attorney to be granted by the Owner in pursuance hereof.

- 20.2 The Owners shall indemnify and keep the Developers saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developers in the course of implementing the Project including marketing thereof for any successful claim by any third party for any defect in title of the said land or any of their representations being incorrect.

21 MISCELLANEOUS:

- 21.1 This agreement is being entered into by the Developer without being satisfied about the title of the Owner in respect of the said land and pending the investigation of title thereof. The Owner shall, at all material times, be liable and/or responsible to make out marketable title in respect of the said land to the satisfaction of the Developer and shall be liable to answer the requisitions that may be raised or made in respect of the title of the Owner in the said property. The Owner shall keep the Developer safe, harmless and indemnified against any liability in respect of the title of the said land.
- 21.2 The agreement entered into by and between the parties herein is and shall be on principal to principal basis.
- 21.3 The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 21.4 Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 21.5 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 21.6 If the Developer desires to register this Agreement they shall make payment of appropriate stamp duty and registration charges. The Owners shall however provide all co-operation to the Developer to do that including being present before the registering authorities as and when required by the Developer.



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21.7 It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of Owners. Further, various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorisation as may be required by the Developers for the purpose and the Owner also undertake to sign and execute all additional applications and other documents, provided that all such acts, deeds matters and things do not in any way infringe on the rights of the Owners and/or go against the spirit of this Agreement.

21.8 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

21.9 The Owner shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Developer's Allocation. Similarly the Developer shall not be liable for any Income Tax or Wealth Tax in respect of transfer of the Owners' Allocations and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Owners' Allocations.

21.10 The name of the project and logo shall be decided by the Developer.

22. **DEFAULTS:**

22.1 The following shall be the events of default:-

- a) If the Owner fails to do or cause to be done all deeds and things at its costs and expenses to satisfy the Developer as to the title of the Owner to the said land.
- b) If the Owner fail to apply for and obtain mutation of the said land in the names of the owners with the records of the B.L.& L.R.O in terms hereof.



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- c) If the Owner fails to apply for and obtain mutation of the said land in the names of the Owner with the records of the Panchayat in terms hereof.
- d) If the Developer complies with its obligations hereunder and the Owner fail to comply with any other obligation contained herein.
- e) If the Developer fails to apply for and obtain the sanctioned plans or to construct, erect and complete the complex deliver the Owner's Allocation within the time and in the manner contained herein.
- f) If the Developer fails to perform its other obligations in the manner or within the time stipulated herein or otherwise is in breach of any obligation contained hrerein.

22.2 In case of any event of default, the other party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the defaulting party to comply with their obligation in default within the time and in the manner to be mentioned in the said notice.


22.3 Upon receipt of such notice, the defaulting party shall remedy the said event of default and/or breach within the time and in the manner mentioned herein.

22.4 In case the default continues for a period of thirty (30) days thereafter, in such event, the aggrieved party shall be entitled to serve a notice on the defaulting party.

22.5 On expiry of the said period of notice, if the defaulting party are the Owner, then the Developer shall be entitled to take over the responsibility of the defaulted item or items upon itself on behalf of the Owner and shall be entitled to complete the same at the, costs and expenses of the Owners. In the event of dispute between the parties as to the quantum of the costs and expenses, the same shall be decided by arbitration.

22.6 In the event, the Developer is unable to rectify the breach or the default inspite of its efforts, then the Developer shall be entitled to serve a notice of termination of this agreement or vice-versa.




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- 22.7 On expiry of the said period of notice, The parties shall at first try to mutually settle the dispute and if they fail in their effort the matter shall be referred to the Arbitrator.

23. **FORCE MAJEURE:**

- 23.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Indenture, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of any act or omission of the Party so prevented or breach by such Party of any of its obligations under this Indenture or which could have been prevented by the party so prevented it by being diligent, vigilant or prudent, including, without limitation, flood, fire, explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or any relevant Government or Court orders materially affecting the continuance of the obligation or any local issues beyond the control of the Developer which may hamper the implementation of the Project such as Strike, lockout, non-availability of materials or other labour difficulties or existence of any adverse condition which causes a material or adverse effect or impact on the Project and/or the Land resulting in stoppage or suspension of work or sale of Units in the Project for a continuous period exceeding 30 (thirty) days
- 23.2 If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such further time after the cessation, as mentioned in clause 23.3 hereto. Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Indenture for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.





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- 23.3 In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof .
- 23.4 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.
24. **ENTIRE AGREEMENT:**
This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied. This Agreement shall take effect on the Date of this Agreement and shall remain in force till Completion. Neither Party shall, except as provided in this agreement, have the right to terminate the Agreement.
25. **AMENDMENT/MODIFICATION:**
No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.
26. **ORIGINAL/CERTIFIED COPY**
The registered original Agreement will be retained by the Developer and the certified copy will be preserved by the Owners.
- 27. ASSIGNMENT AND SUB CONTRACT**
- 27.1 The Developer shall at all times be permitted to assign its rights, obligations and interest in the Agreement (or part thereof), Development Rights, Project and/or built up area to any third party or to its affiliate/ subsidiary company without the prior written consent of the Owners.
- 27.2 The Developer shall at all times be entitled to engage and contract out construction/ development of the Project or any specific aspect to any sub-contractor/ contractor on such terms and conditions as the Developer may deem fit and appropriate.
- 27.3 The Owners shall not assign any rights and obligations contained herein




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to any person without prior written permission of the Developer.

28. FURTHER ACTS

Each Party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement. Without limiting the generality of the foregoing, if the Approvals of any Governmental Authority are required for any of the arrangements under this Agreement to be effected, each Party will use all reasonable endeavors to obtain such Approvals.

29. AUTHORIZATION

The persons signing this Agreement on behalf of the respective Parties represent and covenant that they have the authority to sign and execute this document on behalf of the Parties for whom they are signing.

30. CONFLICT

To the extent that there is any conflict between any of the provisions of this Agreement and any other agreement by which the Owners or the Project Land or any part thereof is bound, the provisions of this Agreement shall prevail to the extent permitted by the Applicable Law.

31. SPECIFIC PERFORMANCE OF OBLIGATIONS

The Parties to this Agreement agree that, to the extent permitted by the Applicable Law, the rights and obligations of the Parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.

32. NOTICE:

32.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by facsimile transmission or registered post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time). So far as the Owners and Developer are concerned the notice should only be given to:



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- a) **In case of the Owners:**
MR. DAMNEET SINGH SONI
DECORATIVE STONE INDIA PVT. LTD..
14, BENTINCK STREET, KOLKATA – 700001
- b) **In case of the Developer:**
MR. RAM NARESH AGARWAL
36/1A, ELGIN ROAD,
KOLKATA – 700 020.

32.2 Any such notice or other written communication shall be deemed to have been served:

32.2.1 If delivered personally, at the time of delivery and duly receipted.

32.2.2 If sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities.

32.2.3 If sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent. All facsimile transmission shall without affecting the delivery, be followed by a delivery in terms of clause 32.2.1 or 32.2.2 above.

32.3 In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

33. **SPECIFIC PERFORMANCE:**

In the event of there being breach by either party the other party will have the right to seek specific performance of this agreement and also claim any loss, damage costs and expenses caused due to such breach.

34. **ARBITRATION:**

The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity,



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interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties. If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes, if not solved/settled, shall be referred to, and finally resolved by, arbitration by an Arbitration Tribunal formed in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made thereunder. The arbitration shall be conducted in English and venue shall be Kolkata only.

35. **JURISDICTION:**

Only Courts having territorial jurisdiction over the said Property shall have jurisdiction in all matters arising herefrom.

THE FIRST SCHEDULE ABOVE REFERRED TO (Said Acquired Land)

ALL THAT the pieces and parcel of land containing an area of **772 decimal** equivalent of **23 Bighas** be the same a little more or less situate lying at various R.S and L.R Dags of Mouza Amtala (J.L.No 73) Pargana Azimabad, Touzi No. 395, R.S No.14, A.D.S.R Bishnupur, Police Station Bishnupur, under Bishnupur-2 Panchayat in the District of South 24 Parganas in L.R Khatian No. 923_as detailed below:

FIRST SCHEDULE PART I					
MOUZA - AMTALA					
SAID LAND ACQUISITION STATUS					
SL. No.	R.S. DAG NO.	L.R. DAG NO.	TOTAL AREA AS PER RS/LR (DECIMAL)	AREA ALREADY ACQUIRED	LAND PROVIDED BY OWNER NOW
1	978	1831	102	100.5	100
2	981	1837	12	12	12
3	985	1836	56	56	56
4	979	1832	113	113	113



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5	982	1839	9	9	9
6	846	1846	66	66	15
7	968	1950	20	20	20
8	970	1952	22	22	22
9	953	1979	33	33	33
10	959	1944	93	46.5	46.5
11	983	1840	90	42	10
12	843	1847	72	72	72
13	842	1851	12	12	12
14	841	1852	17	17	17
15	840	1850	48	33	33
16	839	1848	14	14	14
17	734	1746	61	8.5	8.5
18	740	1801	145	18	18
19	788	1799	57	5	5
20	787	1803	19	19	19
21	786	1802	113	113	15
22	741	1745	35	35	10
23	965	1939	130	130	54
24	963	1939/2173	19	19	15
25	962	1946	27	27	14
26	960	1945	96	96	29
DECIMAL			1481	1138.5	772
BIGHA			45	35	23.353

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THE SECOND SCHEDULE ABOVE REFERRED TO
(Said Additional Land)


ALL THAT the pieces and parcel of land containing an area of 286.5 decimal equivalent of **9 BIGHAS** be the same a little more or less situate lying at various R.S and L.R Dags of Mouza Amtala (J.L.No 73) Pargana Azimabad, Touzi No. 395, R.S No.14, A.D.S.R Bishnupur, Police Station Bishnupur, under Bishnupur-2 Panchayat in the District of South 24 Parganas as detailed below:

SL. No.	R.S. DAG NO.	L.R. DAG NO.	TOTAL AREA AS PER RS/LR (DECIMAL)	FURTHER LAND TO BE PROVIDED BY OV/NER
1	958	1943	83	83
2	954	1980	37	37
3	959	1944	93	46.5
4	840	1850	48	15
5	835	1855	17	17
6	838	1849	30	30
7	788	1799	57	10
8	740	1801	145	48
				286.5
				9

THIRD SCHEDULE
(Said Total Land)

ALL THAT the pieces and parcel of land containing an area of 1058.5 decimal equivalent of **32 BIGHAS** be the same a little more or less situate lying at various R.S and L.R Dags of Mouza Amtala (J.L.No 73) Pargana Azimabad, Touzi No. 395, R.S No.14, A.D.S.R Bishnupur, Police Station Bishnupur, under Bishnupur-2 Panchayat in the District of South 24 Parganas as detailed below and shown in the map or plan annexed hereto and coloured **Red** thereon:




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THIRD SCHEDULE							
MOUZA - AMTALA							
SAID LAND ACQUISITION STATUS							
SL. No.	R.S. DAG NO.	L.R. DAG NO.	TOTAL AREA AS PER RS/LR (DECIMAL)	AREA ALREADY ACQUIRED	AREA TO BE ACQUIRED FURTHER	MUTATED (IN DECIMAL)	LAND PROVIDED BY OWNER
1	978	1831	102	100.5	0	100	100
2	981	1837	12	12	0	12	12
3	985	1836	56	56	0	56	56
4	979	1832	113	113	0	113	113
5	982	1839	9	9	0	9	9
6	983	1840	90	42	0	42	10
7	846	1846	66	66	0	58	15
8	968	1950	20	20	0	20	20
9	970	1952	22	22	0	22	22
10	953	1979	33	33	0	14	33
11	958	1943	83	0	83	0	83
12	954	1980	37	0	37	0	37
13	959	1944	93	46.5	46.5	0	93
14	843	1847	72	72	0	0	72
15	842	1851	12	12	0	0	12
16	841	1852	17	17	0	0	17
17	840	1850	48	33	15	0	48
18	835	1855	17	0	17	0	17
19	838	1849	30	0	30	0	30
20	839	1848	14	14	0	0	14
21	734	1746	61	8.5	0	0	8.5



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22	740	1801	145	18	48	0	66
23	788	1799	57	5	10	0	15
24	787	1803	19	19	0	0	19
25	786	1802	113	113	0	0	15
26	741	1745	35	35	0	0	10
27	965	1939	130	130	0	124	54
28	963	1939/2173	19	19	0	19	15
29	962	1946	27	27	0	27	14
30	960	1945	96	96	0	96	29
TOTAL		DECIMAL	1648	1138.5	286.5	712	1058.5
		BIGHA	50	35	9	22	32

FOURTH SCHEDULE

(APPROACH ROAD – RIGHTS OF EASEMENT ACQUIRED)

ALL THAT The rights of easement through along and over a 28' (feet) wide road including drain running on each side each measuring 1.5 feet wide passing through land measuring 736 decimal more or less as per details below and shown in the map or plan annexed hereto and colored 'Red' thereon:

AS PER PARCHA (KHATIAN NO. 923)
South 24 Parganas
P.S. Bishnupur, J.L No. 73
Mouza - Amtala
Total Area – 736 decimal
EXISTING APPROACH ROAD TO THE PROJECT AREA



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RS	LR	TOTAL AREA IN DAG(D CML)	PLOT ALLOCATED	DEED NO.	REMARKS
749	1716	100	28'	339/1996	PURCHASED
774	1824	20	28'	1153/1996	PURCHASED
765	1808	94	28'	952/1996	PURCHASED
750	1717	46	28'	527/1995	PURCHASED
762	1733	26	28'	1012/1996	PURCHASED
758	1734	25	28'	3019/1996	PURCHASED
757	1736	65	28'	1116/1996	PURCHASED
763	1806	46	28'	953/1996 3019/1996	PURCHASED
747/11 36	1737	82	28'	3521/1999	PURCHASED
764	1807	46	28'	2024/1996	PURCHASED
775	1813	51	28'	3599/2015	PURCHASED
988	1835	06	28'	497/2015	EASEMENT
989	1827	97	28'	497/2015	EASEMENT
773	1825	32	28'	3599/2015	PURCHASED
TOTAL AREA		736			

THE FIFTH SCHEDULE ABOVE REFERRED TO:

COMMON AREAS, FACILITIES AND AMENITIES

1. Games room with table tennis and other board games.
3. Children play zone.
4. Multipurpose court.
5. Landscaped garden.
6. Common roof to be used exclusively for Solar Panel in future
7. Filtered water supply.
8. Round the clock security.
9. Cable TV wiring.
10. Septic Tank/ STP
11. Common area lighting
12. Space for Garbage area

Any other facilities may be decided by the Developer at their discretion.



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THE SIXTH SCHEDULE ABOVE REFERRED TO:

COMMON EXPENSES


1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the respective buildings of the complex and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flower beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing reinstating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the complex.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the complex.
9. Cleaning as necessary of the areas forming parts of the complex.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the complex and providing such additional apparatus as the builder may think fit.



[Signature]
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11. Providing and arranging for the emptying receptacles for rubbish.
12. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the various buildings of the complex or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
13. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
14. Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
15. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
16. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the owner/occupier of any flat/flats.
17. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Builder may from time to time be considered necessary for the carrying out of the acts and things mentioned in this Schedule.
18. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
19. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management Company/Association it is reasonable to provide.




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20. In such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
21. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organisation for the owners of the Units and shall only be applied in accordance with the decision of the Holding Organisation.
22. The charges/fees of any professional Company/Agency appointed to carry out maintenance and supervision of the complex.
23. Any other expense for common purpose

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

DEPOSITS/EXTRA CHARGES/TAXES

- **Special Amenities/Facilities:** provision of any special amenities/facilities in the common portions including Club Facilities and Development charges etc.
- **Upgradation of fixtures and fittings:** improved specifications of construction of the said complex over and above the Specifications described.
- **Sinking Fund:**
- **Transformer and allied installation:** Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments.
- Diesel Generator Charges.
- Legal Charges
- **Taxes:** deposits towards Municipal rates and taxes, etc.
Stamp Duty, Registration Fees, Service Tax and any other tax and imposition levied by the State Government, Central Government or any other authority
- **Common Expenses/Maintenance Charges/Deposits:** proportionate share of the common expenses/maintenance charges as may be levied.
- Formation of Association/Holding Organization



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- **Electricity Meter:** Security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Complex, at actual.
- **Internal Layout Change:** any internal change made in the layout of the Owner's Allocation and/or upgradation of fixtures and fittings.

THE EIGHTH SCHEDULE ABOVE REFERRED TO:

Part – I

(Developers' Allocation)

ALL THAT the 81.5% (Eighty One point five percent) of the total realization from sale of constructed areas of the Complex to comprise in various flats, units, apartments, and/or constructed spaces of the buildings to be constructed on the said Land **TOGETHER WITH** the share in the same proportion in car parking spaces (open and covered), **TOGETHER WITH** the undivided proportionate impartible part or share in the said Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space

Part – II

(Owners' Allocation)

ALL THAT the 18.5% (Eighteen point five) of the total realization from sale of constructed areas Saleable area of the Complex to comprise in various flats, units, apartments, and/or constructed spaces of the buildings to be constructed on the said Land **TOGETHER WITH** the share in the same proportion in car parking spaces (open and covered), **TOGETHER WITH** the undivided proportionate impartible part or share in the said Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space

THE NINTH SCHEDULE ABOVE REFERRED TO:

SPECIFICATIONS

FLOORING – Rectified tiles

TOILETS AND KITCHEN – Rectified tiles

STAIRCASE – I P S/Stone/Tiles/Mosaic/Concrete polished with railing.

DOORS - Flush door

WINDOWS - Steel windows with glass.

BATHROOM FITTINGS - SS chrome fittings./CP

KITCHEN – Black Stone top counters with stainless steel sink. Rectified tiles upto 2 feet above kitchen platform.

ELECTRICAL - Concealed wiring. Semi modular switches of reputed brands.

WALLS - Plaster of paris finish./ Gypsum plaster.



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THE TENTH SCHEDULE ABOVE REFERRED TO:

The Owners purchased the Said Land by following registered Conveyance
Deeds at the office of ADSR Bishnupur in Book No. 1

Sl. No.	Deed No.	Vendors Name	Purchaser/s Name	R.S. Dag No.	L.R. Dag No.	Area (Decimal)
1	950/1996	1. Patitosh Kumar Mondal 2. Pabitra Kumar Mondal	Decorative Stone (India) Pvt. Ltd.	978	1831	36
2	708/2006	Nitai Chandra Hudait 2. Basana Hudait 3. Putul Rani Samanta 4. Chhaya Rani Samanta 5. Manimala Sardar 6. Chhabhi Rani Mondal	Do	978	1831	15.5
3	2023/1996	Nitai Chandra Hudait	Do	978	1831	5.5
				980	1838	7.5
				981	1837	6
				985	1836	28
				979	1832	11
4	2025/1996	Bijay Krishna Ghosh	Do	979	1832	12.55
5	1889/1996	Minati Rani Ghosh	Do	979	1832	25.11
6	2021/1996	Bholanath Maji	Do	978	1832	28
7	4585/1996	Biswanath Maji	Do	979	1832	37.67
8	1151/1996	Durjyadhan Ghosh	Do	979	1832	12.55
9	3519/1996	1. Gobindo Malik 2. Mukundu Malik 3. Pramila Bala Malik 3. Sandhya Bala Halder 4. Kamala Dalui	Do	979	1832	12.71
10	3521/1996	Gobindo Malik	Do	979	1832	12.55
11	1131/1996	Pran Krishna Samanta	Do	966 &	1948	50
12				966/11 47	1947	7
12	949/1996	Nitai Charan Basu	Do	965	1939	130
13	2024/1996	1. Mahadev Sardar 2. Basudev Sardar	Do			

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14	1133	Bechulal Mondal	Do	967	1949	21
				968	1950	20
15	709/2006	1. Nitai Chandra Hudait 2. Basana Hudait 3. Putul Rani Samanta 4. Chhaya Rani Samanta 5. Manimala Sardar 6. Chhabhi Rani Mondal	Do	976		3.94
16	5202/2008	1. Santosh Kumar Ghosh 2. Balai Chandra Ghosh 3. Puspa Bala Ghosh	Do	969	1951	22
				974	1956	11
				963	1936/21 73	7.125
				953	1979	5.25
17	6747/2010	1. Biswanath Ghosh 2. Kasinath Ghosh 3. Ranjit Ghosh 4. Parbati Ghosh	Do	969	1951	22
				974	1956	11
				963	1936/21 73	9.5
				953	1979	7.25
18	6748/2010	1. Biswanath Ghosh 2. Kasinath Ghosh 3. Ranjit Ghosh 4. Parbati Ghosh	Do		1951	5.5
				969	1956	2.75
				974	1936/21 73	2.375
				963	73	
19	5931/07	1. Sadhan Chandra Ghosh 2. Santosh Kumar Ghosh 3. Pravas Chandra Ghosh 4. Subhas Chandra Ghosh	Do	970	1952	22
				975	1957	09
20	2022/1996	1. Santosh Kumar Maji 2. Biswanath Maji	Do			
				962	1946	27
21	2323/1996	1. Ajit Kumar Bara 2. Subal Chandra Bera 3. Arovinda Bear 4. Nanda Gopal Bera	Do	960	1945	96
				977	1959	32
						766.52
Balance land for which Owners undertake to provide Deeds shortly						291.98
TOTAL						1058.50




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

SIGNED, SEALED AND DELIVERY by the said **DECORATIVE STONE INDIA PRIVATE LIMITED** at Kolkata in the presence of :

DECORATIVE STONE (INDIA) PVT. LTD.
Savandip Singh Sen
 Authorised Signatory

1. *Rijal Surja Sarkar*
 36/1A, Elgin Road
 Kolkata - 700020

2. *Saurabh Chaudhuri*
 36/1A, Elgin Road,
 Kolkata - 700020.

SIGNED, SEALED AND DELIVERY by the said **SRIJAN REALTY PVT.LTD** at Kolkata in the presence of :

For SRIJAN REALTY PRIVATE LIMITED
Ranjan Agrawal
 Director / Authorized Signatory

1. *Rijal Surja Sarkar*

2. *Saurabh Chaudhuri*

Drafted and Prepared by me

Ronit Chowbey


RONIT CHOWBEY

Advocate

Alipore Police Court
 Kolkata- 700 027

F- 58/44/2006



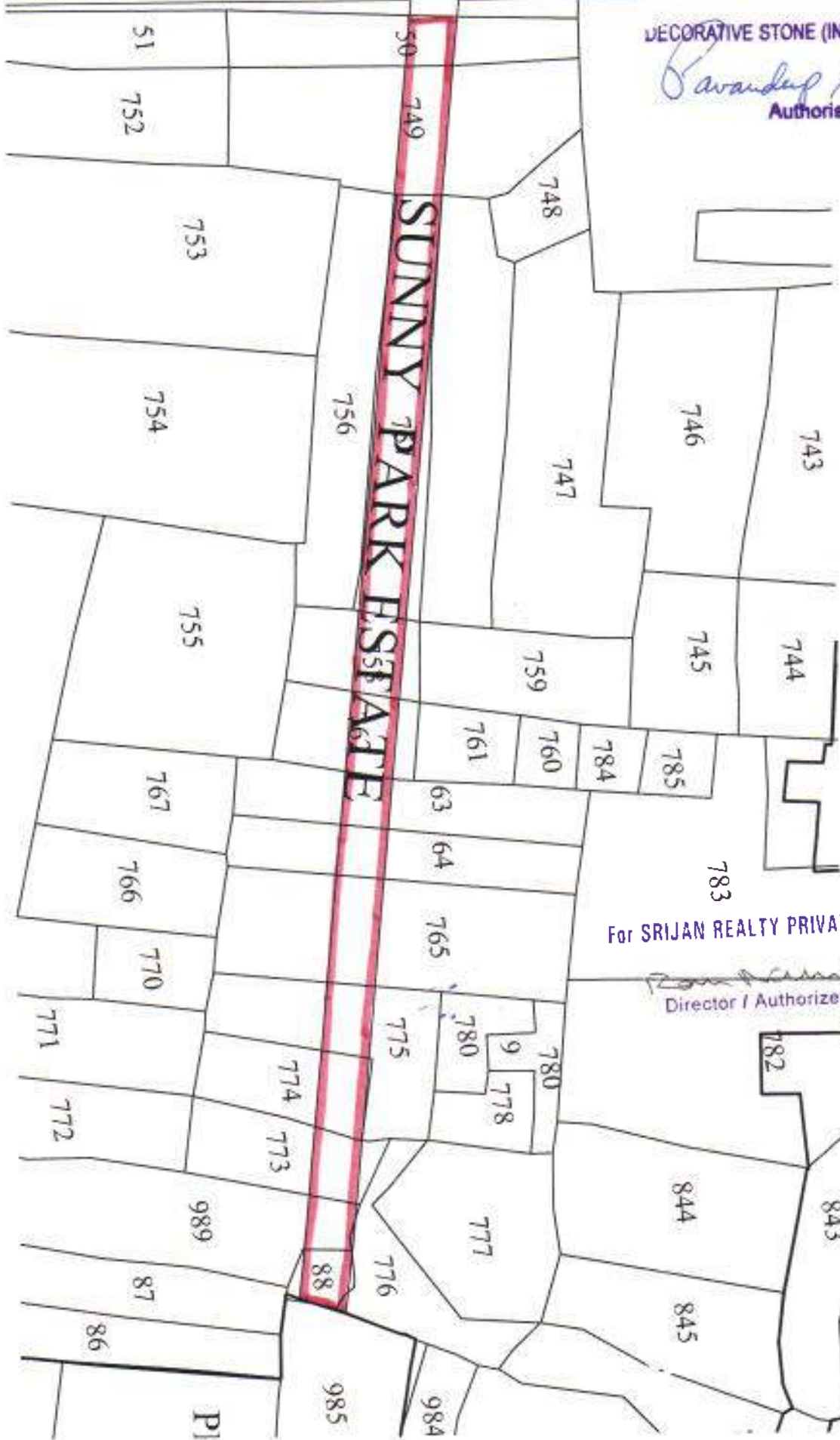

District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Allpore, South 24 Parganas
16 MAY 2016

D. H. ROAD

DECORATIVE STONE (INDIA) PVT. LTD.

Ravinder Singh Soni
Authorized Signatory

SUNNY PARK ESTATE



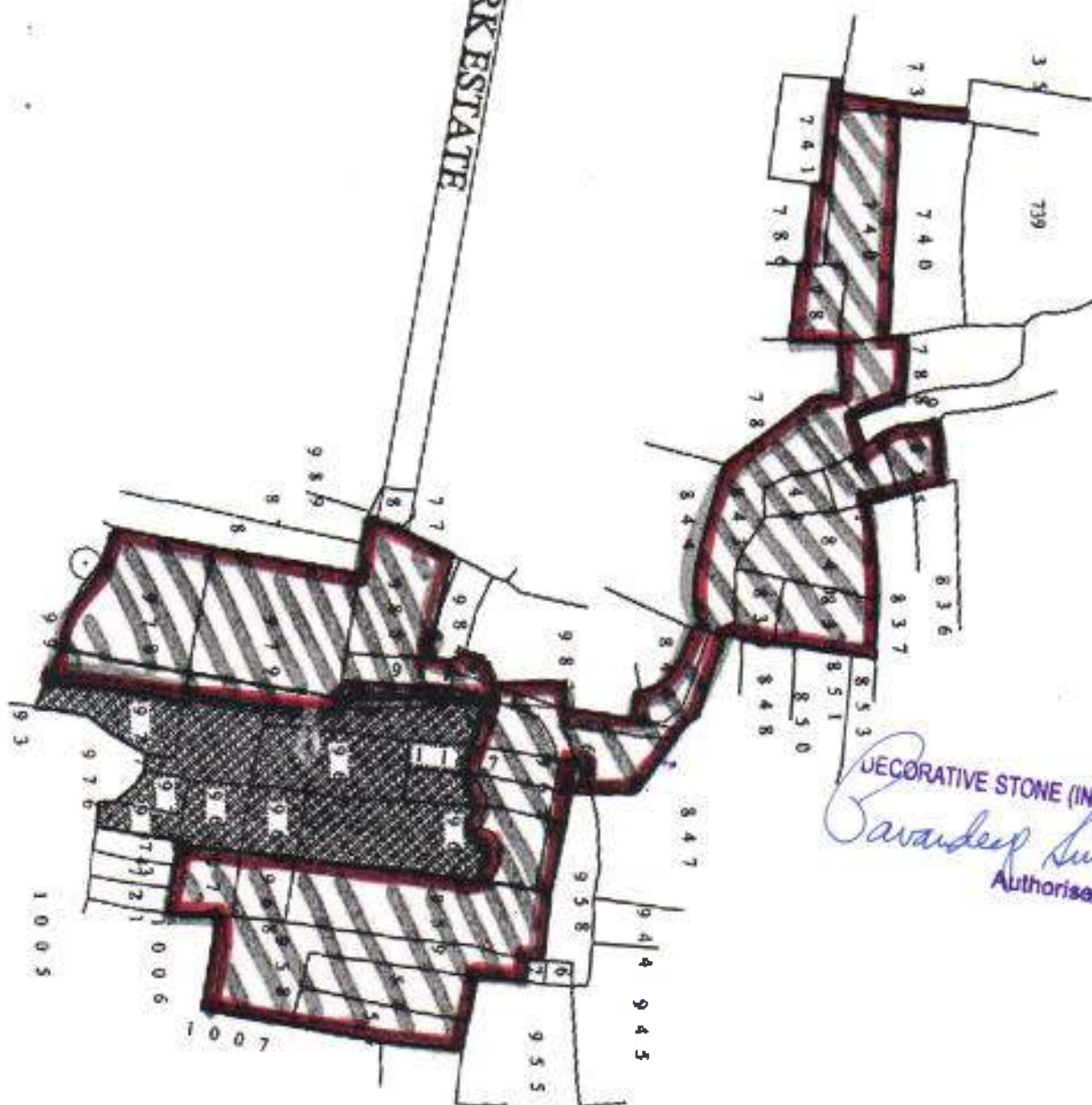
For SRIJAN REALTY PRIVATE LIMITED

Ravinder Singh Soni
Director / Authorized Signatory



District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Sliporia, South 24 Parganas
16 MAY 2016

SUNNY PARK ESTATE




DECORATIVE STONE (INDIA) PVT. LTD.

Authorized Signatory

For SRIJAN REALTY PRIVATE LIMITED

Ram N. Agrawal
Director / Authorized Signatory




District Sub-Registrar
Registrar U/S 7(2) of
Registration Act 1908
Allpore, South 24 Parganas

16 MAY 2016

SPECIMEN FORM FOR TEN FINGER PRINTS

 <i>Pawandeep Singh Soni</i>					
	(Left Hand)				
					
	(Right Hand)				

Name..... PANANDEEP SINGH SONI

Signature..... Pawandeep Singh Soni

 <i>Ram Nareesh Agarwal</i>					
	(Left Hand)				
					
	(Right Hand)				

Name..... RAM NAREESH AGARWAL

Signature..... Ram Nareesh Agarwal

PHOTO					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
	Thumb	Fore	Middle	Ring	Little
(Right Hand)					

Name.....

Signature.....








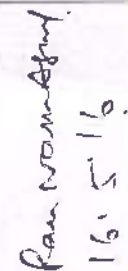
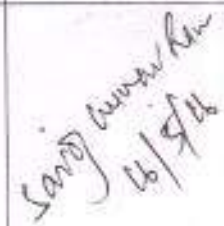


Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16040000564849/2016


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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Shri Pawandeep Singh Soni 14, Bentinck Street, P.O:- Bentinck Street, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700001	Representative of Land Lord [DECORATIVE STONE INDIA PRIVATE LIMITED]			 16.5.16.
2	Shri Ram Naresh Agarwal 36/1A, Elgin Road, P.O:- Elgin Road, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020	Representative of Developer [SRIJAN REALTY PRIVATE LIMITED]			 16.5.16.
SI No.	Name and Address of identifier	Identifier of			Signature with date
1	Mr Saroj Kumar Ram Son of Late A K Ram Alipore Police Court, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027	Shri Pawandeep Singh Soni, Shri Ram Naresh Agarwal			 16/5/16

(Tridip Misra)

DISTRICT SUB-
REGISTRAR





OFFICE OF THE D.S.R. -
IV SOUTH 24-PARGANAS

South 24-Parganas, West
Bengal



Hot Payment Successful. Your Payment Confirmation Number is 89517088

e-Payment Cyber Receipt	
 IDBI BANK	
Name of The Depositor	SRIJAN REALTY PRIVATE LIMITED
Challan Amount (INR)	Rs. 185063 (One Lakhs Eighty Five Thousand Sixty Three Only)
Government Reference No.	192016170003968671
Bank Reference Number(Net Banking)	89517088
Transaction Date and Time	07/05/2016 02:46:55 PM

Note: This is a computer generated receipt and does not require any signature/stamp.

Ujjal Da
(S.V.)



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

GRN: 19-201617-000396867-1

Payment Mode Online Payment

GRN Date: 07/05/2016 14:35:31

Bank : IDBI Bank

BRN : 89517088

BRN Date: 07/05/2016 14:46:55

DEPOSITOR'S DETAILS

Id No. : 16040000564849/1/2016

[Query No./Query Year]

Name : SRIJAN REALTY PRIVATE LIMITED

Contact No. : 03340402020

Mobile No. : +91 9836288805

E-mail : ACCOUNTS@SRIJANREALTY.COM

Address : 36/1A ELGIN ROAD KOLKATA 700020

Applicant Name : Mr Bapi Das

Office Name :

Office Address :

Status of Depositor : Others

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	16040000564849/1/2016	Property Registration- Registration Fees	0030-03-104-001-16	110042
2	16040000564849/1/2016	Property Registration- Stamp duty	0030-02-103-003-02	75021

Total

185063

In Words : Rupees One Lakh Eighty Five Thousand Sixty Three only





सत्यमेव जयते

Government of West Bengal
Directorate of Registration & Stamp Revenue
e-Assessment Slip

Query No / Year	16040000564849/2016	Query Date	28/04/2016 9:52:23 PM
Office where deed will be registered	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas		
Applicant Name	Bapi Das		
Address	Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027		
Applicant Status	Advocate		
Other Details	Mobile No. : 9830373677		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Additional Transaction Details	[4305] Declaration [No of Declaration : 2], [4311] Receipt [Rs : 1,00,00,000/-]		
Set Forth value	Rs. 30/-	Total Market Value:	Rs. 34,55,00,000/-
Stampduty Payable	Rs. 75,021/-	Stampduty Article:-	48(g)
Registration Fee Payable	Rs. 1,10,042/-	Registration Fee Article:-	E, E, B, M(b), H
Expected date of the Presentation of Deed			
Amount of Stamp Duty to be Paid by Non Judicial Stamp			Rs. 0/-
Mutation Fee Payable	DLRS server does not return any Information		
Remarks			



Land Details						
Sch 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, Thana: Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 978 , RS Khatian No:- 923	100 Dec	1/-	2,20,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L2	District: South 24-Parganas, Thana: Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 981 , RS Khatian No:- 923	12 Dec	1/-	26,40,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L3	District: South 24-Parganas, Thana: Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 985 , RS Khatian No:- 923	56 Dec	1/-	1,23,20,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L4	District: South 24-Parganas, Thana: Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 979 , RS Khatian No:- 923	113 Dec	1/-	2,48,60,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L5	District: South 24-Parganas, Thana: Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 982 , RS Khatian No:- 923	9 Dec	1/-	19,80,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L6	District: South 24-Parganas, Thana: Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 983 , RS Khatian No:- 923	10 Dec	1/-	22,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L7	District: South 24-Parganas, Thana: Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 846 , RS Khatian No:- 923	15 Dec	1/-	90,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L8	District: South 24-Parganas, Thana: Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 968 , RS Khatian No:- 923	20 Dec	1/-	44,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road



Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L9	District: South 24-Parganas, Thana: Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 970 , RS Khatian No:- 923	22 Dec	1/-	48,40,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L10	District: South 24-Parganas, Thana: Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 953 , RS Khatian No:- 923	33 Dec	1/-	72,60,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L11	District: South 24-Parganas, Thana: Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 958 , RS Khatian No:- 923	83 Dec	1/-	1,82,60,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L12	District: South 24-Parganas, Thana: Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 954 , RS Khatian No:- 923	37 Dec	1/-	81,40,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L13	District: South 24-Parganas, Thana: Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 959 , RS Khatian No:- 923	93 Dec	1/-	2,04,60,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L14	District: South 24-Parganas, Thana: Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 843 , RS Khatian No:- 923	72 Dec	1/-	4,32,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L15	District: South 24-Parganas, Thana: Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 842 , RS Khatian No:- 923	12 Dec	1/-	72,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L16	District: South 24-Parganas, Thana: Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 841 , RS Khatian No:- 923	17 Dec	1/-	1,02,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road



Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L17	District: South 24-Parganas, Thana: Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 840 , RS Khatian No:- 923	48 Dec	1/-	2,88,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L18	District: South 24-Parganas, Thana: Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 835 , RS Khatian No:- 923	17 Dec	1/-	1,02,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L19	District: South 24-Parganas, Thana: Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 838 , RS Khatian No:- 923	30 Dec	1/-	1,80,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L20	District: South 24-Parganas, Thana: Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 839 , RS Khatian No:- 923	14 Dec	1/-	84,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L21	District: South 24-Parganas, Thana: Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 734 , RS Khatian No:- 923	8.5 Dec	1/-	34,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L22	District: South 24-Parganas, Thana: Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 740 , RS Khatian No:- 923	66 Dec	1/-	2,64,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L23	District: South 24-Parganas, Thana: Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 788 , RS Khatian No:- 923	15 Dec	1/-	45,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L24	District: South 24-Parganas, Thana: Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 787 , RS Khatian No:- 923	19 Dec	1/-	57,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road



Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L25	District: South 24-Parganas, Thana: Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 786 , RS Khatian No:- 923	15 Dec	1/-	45,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L26	District: South 24-Parganas, Thana: Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 741 , RS Khatian No:- 923	10 Dec	1/-	1,20,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L27	District: South 24-Parganas, Thana: Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 965 , RS Khatian No:- 923	54 Dec	1/-	1,18,80,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L28	District: South 24-Parganas, Thana: Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 963 , RS Khatian No:- 923	15 Dec	1/-	33,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L29	District: South 24-Parganas, Thana: Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 962 , RS Khatian No:- 923	14 Dec	1/-	30,80,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L30	District: South 24-Parganas, Thana: Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 960 , RS Khatian No:- 923	29 Dec	1/-	63,80,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
Total			1058.5 Dec	30/-	34,55,00,000/-	



Landlord Details				
SI No.	Name & Address (Organization)	Status	Execution And Admission Details	Other Details
1	DECORATIVE STONE INDIA PRIVATE LIMITED 14, Bentinck Street, Post Office: Bentinck Street, Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700001	Organization	Executed by: Representative,	PAN No. AAACD9630J,
Representative Details				
SL No.	Representative Name & Address	Other Details	Execution And Admission Details	Representative of
1	Shri Pawandeep Singh Soni , Director, DECORATIVE STONE INDIA PRIVATE LIMITED 14, Bentinck Street, Post Office: Bentinck Street, Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700001	Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,		DECORATIVE STONE INDIA PRIVATE LIMITED
Developer Details				
SI No.	Name & Address (Organization)	Status	Execution And Admission Details	Other Details
1	SRIJAN REALTY PRIVATE LIMITED 36/1A, Elgin Road, Post Office: Elgin Road, Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020	Organization	Executed by: Representative,	PAN No. AAHCS6112K,
Representative Details				
SL No.	Representative Name & Address	Other Details	Execution And Admission Details	Representative of
1	Shri Ram Naresh Agarwal , Director, SRIJAN REALTY PRIVATE LIMITED 36/1A, Elgin Road, Post Office: Elgin Road, Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020	Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,		SRIJAN REALTY PRIVATE LIMITED



Identifier Details		
Identifier Name & Address	Other Details	Identifier of
Mr Saroj Kumar Ram Son of Late A K Ram Alipore Police Court, Post Office: Alipore, Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027	Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,	Shri Pawandeep Singh Soni, Shri Ram Naresh Agarwal

For Information only

Note:

1. If the given informations are found to be given incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days for e-Payment, Assessed market value & Query is valid for 44 days i.e. upto 11/06/2016
3. Standard User charge of Rs. 240/- (Rupees two hundred forty only) includes all taxes per transaction upto 17 (seventeen) pages and Rs 7/- (Rupees seven only) for each additional page will be applicable.
4. Online Payment of Stamp Duty and Registration Fees can be made If Stamp Duty Payable is more than Rs. 5000/-.
5. Web-based e-Assessment report will be provisional one and subject to final verification by Registering Officer.
6. Quoting of PAN no. of Seller and Buyer of a property is a must where the transaction involves a property valued at Rs. 5 lac or more (IT Rules).
If the party concerned do not have a PAN number, he/she will make a declaration in form no. 60 giving therein the particulars of such transaction.
7. Rs 50/- (Rupees fifty only) will be charged from the Applicant for issuing of this e-Assessment Slip (Urban Area).
8. If SD and Fees are not paid through GRIPS then mutation fee should be paid the concerned BLLRO office for Mutation.



Seller, Buyer and Property Details

A. Land Lord & Developer Details

Presentant Details	
SL No.	Name and Address of Presentant
1	Shri Ram Naresh Agarwal 36/1A, Elgin Road, P.O:- Elgin Road, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	DECORATIVE STONE INDIA PRIVATE LIMITED 14, Bentinck Street, P.O:- Bentinck Street, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700001 PAN No. AAACD9630J,; Status : Organization; Represented by representative as given below:-
1(1)	Shri Pawandeep Singh Soni 14, Bentinck Street, P.O:- Bentinck Street, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,; Status : Representative; Date of Execution : 16/05/2016; Date of Admission : 16/05/2016; Place of Admission of Execution : Pvt. Residence



Developer Details	
SL No	Name, Address, Photo, Finger print and Signature
1	SRIJAN REALTY PRIVATE LIMITED 36/1A, Elgin Road, P.O:- Elgin Road, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 PAN No. AAHCS6112K,, Status : Organization; Represented by representative as given below:-
1(1)	Shri Ram Naresh Agarwal 36/1A, Elgin Road, P.O:- Elgin Road, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,, Status : Representative; Date of Execution : 16/05/2016; Date of Admission : 16/05/2016; Place of Admission of Execution : Pvt. Residence

B. Identifier Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Mr Saroj Kumar Ram Son of Late A K Ram Alipore Police Court, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India.	Shri Pawandeep Singh Soni, Shri Ram Naresh Agarwal	

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 Details
L1	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 978 , RS Khatian No:- 923	100 Dec	1/-	2,20,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L2	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 981 , RS Khatian No:- 923	12 Dec	1/-	26,40,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road



Land Details						
Sch'No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L3	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 985 , RS Khatian No:- 923	56 Dec	1/-	1,23,20,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L4	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 979 , RS Khatian No:- 923	113 Dec	1/-	2,48,60,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L5	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 982 , RS Khatian No:- 923	9 Dec	1/-	19,80,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L6	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 983 , RS Khatian No:- 923	10 Dec	1/-	22,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L7	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 846 , RS Khatian No:- 923	15 Dec	1/-	90,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L8	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 968 , RS Khatian No:- 923	20 Dec	1/-	44,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L9	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 970 , RS Khatian No:- 923	22 Dec	1/-	48,40,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L10	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 953 , RS Khatian No:- 923	33 Dec	1/-	72,60,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road



Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L11	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 958 , RS Khatian No:- 923	83 Dec	1/-	1,82,60,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L12	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 954 , RS Khatian No:- 923	37 Dec	1/-	81,40,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L13	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 959 , RS Khatian No:- 923	93 Dec	1/-	2,04,60,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L14	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 843 , RS Khatian No:- 923	72 Dec	1/-	4,32,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L15	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 842 , RS Khatian No:- 923	12 Dec	1/-	72,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L16	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 841 , RS Khatian No:- 923	17 Dec	1/-	1,02,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L17	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 840 , RS Khatian No:- 923	48 Dec	1/-	2,88,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L18	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 835 , RS Khatian No:- 923	17 Dec	1/-	1,02,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road



Sch No.	Property Location	Land Details				Other Details
		Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	
L19	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 838 , RS Khatian No:- 923	30 Dec	1/-	1,80,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L20	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 839 , RS Khatian No:- 923	14 Dec	1/-	84,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L21	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 734 , RS Khatian No:- 923	8.5 Dec	1/-	34,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L22	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 740 , RS Khatian No:- 923	66 Dec	1/-	2,64,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L23	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 788 , RS Khatian No:- 923	15 Dec	1/-	45,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L24	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 787 , RS Khatian No:- 923	19 Dec	1/-	57,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L25	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 786 , RS Khatian No:- 923	15 Dec	1/-	45,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L26	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 741 , RS Khatian No:- 923	10 Dec	1/-	1,20,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road



Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L19	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 838 , RS Khatian No:- 923	30 Dec	1/-	1,80,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L20	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 839 , RS Khatian No:- 923	14 Dec	1/-	84,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L21	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 734 , RS Khatian No:- 923	8.5 Dec	1/-	34,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L22	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 740 , RS Khatian No:- 923	66 Dec	1/-	2,64,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L23	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 788 , RS Khatian No:- 923	15 Dec	1/-	45,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L24	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 787 , RS Khatian No:- 923	19 Dec	1/-	57,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L25	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 786 , RS Khatian No:- 923	15 Dec	1/-	45,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L26	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 741 , RS Khatian No:- 923	10 Dec	1/-	1,20,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road



Land Details						
Sch-No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L27	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 965 , RS Khatian No:- 923	54 Dec	1/-	1,18,80,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L28	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 963 , RS Khatian No:- 923	15 Dec	1/-	33,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L29	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 962 , RS Khatian No:- 923	14 Dec	1/-	30,80,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road
L30	District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala	RS Plot No:- 960 , RS Khatian No:- 923	29 Dec	1/-	63,80,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	DECORATIVE STONE INDIA PRIVATE LIMITED	SRIJAN REALTY PRIVATE LIMITED	100	100
L2	DECORATIVE STONE INDIA PRIVATE LIMITED	SRIJAN REALTY PRIVATE LIMITED	12	100
L3	DECORATIVE STONE INDIA PRIVATE LIMITED	SRIJAN REALTY PRIVATE LIMITED	56	100
L4	DECORATIVE STONE INDIA PRIVATE LIMITED	SRIJAN REALTY PRIVATE LIMITED	113	100
L5	DECORATIVE STONE INDIA PRIVATE LIMITED	SRIJAN REALTY PRIVATE LIMITED	9	100
L6	DECORATIVE STONE INDIA PRIVATE LIMITED	SRIJAN REALTY PRIVATE LIMITED	10	100
L7	DECORATIVE STONE INDIA PRIVATE LIMITED	SRIJAN REALTY PRIVATE LIMITED	15	100
L8	DECORATIVE STONE INDIA PRIVATE LIMITED	SRIJAN REALTY PRIVATE LIMITED	20	100



Transfer of Property from Land Lord to Developer

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L9	DECORATIVE STONE INDIA PRIVATE LIMITED	SRIJAN REALTY PRIVATE LIMITED	22	100
L10	DECORATIVE STONE INDIA PRIVATE LIMITED	SRIJAN REALTY PRIVATE LIMITED	33	100
L11	DECORATIVE STONE INDIA PRIVATE LIMITED	SRIJAN REALTY PRIVATE LIMITED	83	100
L12	DECORATIVE STONE INDIA PRIVATE LIMITED	SRIJAN REALTY PRIVATE LIMITED	37	100
L13	DECORATIVE STONE INDIA PRIVATE LIMITED	SRIJAN REALTY PRIVATE LIMITED	93	100
L14	DECORATIVE STONE INDIA PRIVATE LIMITED	SRIJAN REALTY PRIVATE LIMITED	72	100
L15	DECORATIVE STONE INDIA PRIVATE LIMITED	SRIJAN REALTY PRIVATE LIMITED	12	100
L16	DECORATIVE STONE INDIA PRIVATE LIMITED	SRIJAN REALTY PRIVATE LIMITED	17	100
L17	DECORATIVE STONE INDIA PRIVATE LIMITED	SRIJAN REALTY PRIVATE LIMITED	48	100
L18	DECORATIVE STONE INDIA PRIVATE LIMITED	SRIJAN REALTY PRIVATE LIMITED	17	100
L19	DECORATIVE STONE INDIA PRIVATE LIMITED	SRIJAN REALTY PRIVATE LIMITED	30	100
L20	DECORATIVE STONE INDIA PRIVATE LIMITED	SRIJAN REALTY PRIVATE LIMITED	14	100
L21	DECORATIVE STONE INDIA PRIVATE LIMITED	SRIJAN REALTY PRIVATE LIMITED	8.5	100
L22	DECORATIVE STONE INDIA PRIVATE LIMITED	SRIJAN REALTY PRIVATE LIMITED	66	100
L23	DECORATIVE STONE INDIA PRIVATE LIMITED	SRIJAN REALTY PRIVATE LIMITED	15	100
L24	DECORATIVE STONE INDIA PRIVATE LIMITED	SRIJAN REALTY PRIVATE LIMITED	19	100
L25	DECORATIVE STONE INDIA PRIVATE LIMITED	SRIJAN REALTY PRIVATE LIMITED	15	100
L26	DECORATIVE STONE INDIA PRIVATE LIMITED	SRIJAN REALTY PRIVATE LIMITED	10	100
L27	DECORATIVE STONE INDIA PRIVATE LIMITED	SRIJAN REALTY PRIVATE LIMITED	54	100



Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L28	DECORATIVE STONE INDIA PRIVATE LIMITED	SRIJAN REALTY PRIVATE LIMITED	15	100
L29	DECORATIVE STONE INDIA PRIVATE LIMITED	SRIJAN REALTY PRIVATE LIMITED	14	100
L30	DECORATIVE STONE INDIA PRIVATE LIMITED	SRIJAN REALTY PRIVATE LIMITED	29	100

D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	Bapi Das
Address	Alipore Police Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027
Applicant's Status	Advocate



Office of the D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas

Endorsement For Deed Number : I - 160403088 / 2016

Query No/Year	16040000564849/2016	Serial no/Year	1604003202 / 2016
Deed No/Year	I - 160403088 / 2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Shri Ram Naresh Agarwal	Presented At	Private Residence
Date of Execution	16-05-2016	Date of Presentation	16-05-2016

Remarks

On 10/05/2016

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 34,55,00,000/-



(Tridip Misra)

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

On 16/05/2016

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

Presented for registration at 16:05 hrs on : 16/05/2016, at the Private residence by Shri Ram Naresh Agarwal

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

Execution is admitted on 16/05/2016 by

Shri Pawandeep Singh Soni Director, DECORATIVE STONE INDIA PRIVATE LIMITED, 14, Bentinck Street, P.O:- Bentinck Street, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700001 Shri Pawandeep Singh Soni, Son of Late Amarjeet Singh Soni, 14, Bentinck Street, P.O: Bentinck Street, Thana: Burrobazar, , Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By profession Business
Indetified by Mr Saroj Kumar Ram, Son of Late A K Ram, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Business

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

Execution is admitted on 16/05/2016 by

Shri Ram Naresh Agarwal Director, SRIJAN REALTY PRIVATE LIMITED, 36/1A, Elgin Road, P.O:- Elgin Road, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 Shri Ram Naresh Agarwal, Son of Late N K Agarwal, 36/1A, Elgin Road, P.O: Elgin Road, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700020, By caste Hindu, By profession Business



Indetified by Mr Saroj Kumar Ram, Son of Late A K Ram, Alipore Police Court, P.O: Alipore, Thana: Alipore, ,
South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Business


(Tridip Misra)

DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 18/05/2016

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,10,042/- (B = Rs 1,09,989/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,10,042/-

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

1. Rs. 1,10,042/- is paid, by online on 07/05/2016 2:46PM with Govt. Ref. No. 192016170003968671 on 07-05-2016, Bank: IDBI Bank (IBKL0000012), Ref. No. 89517088 on 07/05/2016, Head of Account 0030-03-104-001-16

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 Stamp Duty

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

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

1. Rs. 75,021/- is paid, by online on 07/05/2016 2:46PM with Govt. Ref. No. 192016170003968671 on 07-05-2016, Bank: IDBI Bank (IBKL0000012), Ref. No. 89517088 on 07/05/2016, Head of Account 0030-02-103-003-02

Payment of Stamp Duty

Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 11716, Purchased on 05/02/2016, Vendor named S Das.


(Tridip Misra)

DISTRICT SUB-REGISTRAR



OFFICE OF THE D.S.R. - IV SOUTH 24-
PARGANAS

South 24-Parganas, West Bengal





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2016, Page from 85458 to 85546
being No 160403088 for the year 2016.



Digitally signed by TRIDIP MISRA
Date: 2016.05.26 13:50:24 +05:30
Reason: Digital Signing of Deed.

(Tridip Misra) 5/26/2016 1:50:22 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)